

*Old Hickory
Community Development District*

Agenda

April 4, 2022

AGENDA

Old Hickory

Community Development District

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

March 28, 2022

Board of Supervisors
Old Hickory Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Old Hickory Community Development District will be held **Monday, April 4, 2022 at 1:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896**. Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the March 7, 2022 Meeting
4. Consideration of Resolution 2022-04 Approving the Conveyance of Real Property Tracts and Improvements in Phase 4 from Lennar Homes, LLC
5. Consideration of Resolution 2022-05 Authorizing Use of Electronic Documents and Signatures
6. Discussion of Pending Plat Conveyances
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Designation of **November 1, 2022** as Landowners' Meeting Date
8. Other Business
9. Supervisor's Requests
10. Adjournment

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

The third order of business is the approval of minutes of the March 7, 2022 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2022-04 approving the conveyance of real property tracts and improvements from Lennar Homes. A copy of the Resolution and supporting exhibits are enclosed for your review.

The fifth order of business is the consideration of Resolution 2022-05 authorizing the use of electronic documents and signatures. A copy of the Resolution is enclosed for your review.

The sixth order of business is the discussion of the pending plat conveyances from the Developer to the District. This is an open discussion item.

The seventh order of business is Staff Reports. Sub-Section 1 of the District Manager's Report includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement for review. Sub-Section 3 is the designation of November 1, 2022 as the landowners' meeting date. A copy of the instructions, sample agenda and landowner's proxy is enclosed for your review.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "G. S. Flint", with a stylized flourish at the end.

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
David Reid, District Engineer
Steve Sanford, Bond Counsel
Jon Kessler, Underwriter
Stacey Johnson, Trustee

Enclosures

MINUTES

MINUTES OF MEETING
OLD HICKORY
COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the Old Hickory Community Development District was held Monday, March 7, 2022 at 1:00 p.m. at the Oasis Club at ChampionsGate 1520 Oasis Club Blvd. ChampionsGate, FL.

Present and constituting a quorum:

Lan Register	Chairman
Adam Morgan	Vice Chairman
Rob Bonin	Assistant Secretary
Daniel La Rosa	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Dave Reid	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint noted that there are no members of the public here to provide comment.

THIRD ORDER OF BUSINESS

Approval of Minutes of the February 7, 2022 Meeting

Mr. Flint presented the February 7, 2022 meeting minutes and asked for any comments, corrections, or changes. The Board had no changes.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Minutes of the February 7, 2022 Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03
Declaring the Series 2020 Project Complete**

Mr. Flint reviewed Resolution 2022-03 which would declare the Series 2020 Project complete. The Board had no questions on the resolution.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2022-03 Declaring the Series 2020 Project Complete, was approved.

FIFTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyances

Mr. Flint noted that there would be upcoming conveyances.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco had nothing further for the Board.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint presented the check register. The Board had no questions.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials. There was no action required.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM LENNAR HOMES, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Old Hickory Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

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

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

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

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

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

1. **Incorporation of Recitals.** The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from Lennar to the District, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Old Hickory Community Development District, this 4th day of April, 2022.

**OLD HICKORY COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: George Flint
Title: Secretary

By: _____
Name: Lane Register
Title: Chairman

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

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

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this ____ day of _____, 2022, by **LENNAR HOMES, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821, to **OLD HICKORY 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 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in our presence:

“GRANTOR”

LENNAR HOMES, LLC, a Florida limited liability company

(Signature)

(Print Name)

By: _____

Print: Mark McDonald

Title: Vice President

(Signature)

(Print Name)

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of April, 2022, by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

Description of the Property

Tract A, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract B, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract C, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract D, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT
Old Hickory Community Development District – Phase 4

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2022, by and between **OLD HICKORY 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 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821, and

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

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

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of 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 April, 2022, 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
Old Hickory Community Development District – Phase 4

**OLD HICKORY COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Rob Bonin

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 April, 2022, by Rob Bonin, as Chairman of the Board of Supervisors of the **OLD HICKORY 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

1. Roadway and Alley Construction and Improvements
2. Stormwater Improvements
3. Landscape and Hardscape
4. Master Signage, Trails and Street Trees
5. Professional Fees – Surveys, Plats and Plans

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

Tract A, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract B, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract C, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract D, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

OWNER'S AFFIDAVIT

Old Hickory Community Development District – Phase 4

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 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant is the Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the plat of Old Hickory Phase 4, as recorded in Plat Book 31, Page 142, of the Official Records of Osceola County, Florida (the “Plat”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or

improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Old Hickory 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 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821. 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: _____, **2022**

Signed, sealed and delivered in our presence:

(Signature) **LENNAR HOMES, LLC**, a Florida limited liability company

(Print Name) By: _____

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 April, 2022, 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 A, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract B, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract C, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract D, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. Roadway and Alley Construction and Improvements
2. Stormwater Improvements
3. Landscape and Hardscape
4. Master Signage, Trails and Street Trees
5. Professional Fees – Surveys, Plats and Plans

AGREEMENT REGARDING TAXES
Old Hickory Community Development District – Phase 4

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2022, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 6675 Westwood Boulevard, Suite 500, Orlando, Florida 32821 (the “Developer”), and **OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

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

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

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

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

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

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

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

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

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Old Hickory Community Development District – Phase 4

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

X _____

By: _____

Print: _____

Print: Mark McDonald

X _____

Title: Vice President

Print: _____

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Old Hickory Community Development District – Phase 4

**OLD HICKORY COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: Lane Register

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract A, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract B, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

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IMPROVEMENTS

1. Roadway and Alley Construction and Improvements
2. Stormwater Improvements
3. Landscape and Hardscape
4. Master Signage, Trails and Street Trees
5. Professional Fees – Surveys, Plats and Plans

CERTIFICATE OF DISTRICT ENGINEER
Old Hickory Community Development District – Phase 4

I, **David A. Reid, P.E.**, of **Hamilton Engineering and Surveying, Inc.**, a Florida corporation, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 38794, with offices located at 775 Warner Lane, Orlando, Florida 32803 (“Hamilton”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Hamilton, currently serve as District Engineer to the Old Hickory Community Development District (the “District”).

2. That the District proposes to accept from **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

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

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

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

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

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Old Hickory Community Development District – Phase 4

DATED: _____, 2022

Witness: _____

Print: _____

David A. Reid , P.E.

State of Florida License No.: 38794

on behalf of the company,

Hamilton Engineering and Surveying, Inc.

Witness: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by **DAVID A. REID** of Hamilton Engineering and Surveying, Inc., a Florida corporation, authorized to transact business in Florida, on behalf of said corporation. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract A, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract B, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract C, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

Tract D, according to the OLD HICKORY PHASE 4 plat, as recorded in Plat Book 31, Page 142, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. Roadway and Alley Construction and Improvements
2. Stormwater Improvements
3. Landscape and Hardscape
4. Master Signage, Trails and Street Trees
5. Professional Fees – Surveys, Plats and Plans

SECTION V

RESOLUTION 2022-05

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

WHEREAS, the Old Hickory Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of St. Cloud, Osceola County, Florida; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of April, 2022.

ATTEST:

**OLD HICKORY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION VII

SECTION C

SECTION 1

Old Hickory

Community Development District

Summary of Checks

March 1, 2022 to March 28, 2022

Bank	Date	Check #	Amount
General Fund	3/4/22	139	\$ 249.45
	3/8/22	140-142	\$ 9,775.10
	3/9/22	143	\$ 4,624.79
	3/16/22	144	\$ 21,007.50
	3/22/22	145	\$ 447.60
			<hr/> \$ 36,104.44
Payroll Fund	<u>March 2022</u>		
	Adam Morgan	50010	\$ 184.70
	Patrick Bonin Jr.	50011	\$ 184.70
			<hr/> \$ 369.40
			<hr/> \$ 36,473.84

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK... AMOUNT	#
3/04/22	00007	2/23/22	59098FEB	202202	320-53800-43200	4000 BLOCK EVEN HICKORY	*	210.76		
2/23/22		59099FEB	202202	320-53800-43200	4500 BLOCK ODD HOLSTEIN		*	38.69		
						CITY OF ST. CLOUD			249.45	000139
3/08/22	00010	2/28/22	200841	202202	320-53800-47000	AQUATIC PLANT MGMT FEB22	*	1,295.00		
						APPLIED AQUATICS MANAGEMENT INC			1,295.00	000140
3/08/22	00009	3/01/22	11402	202203	320-53800-46200	LAWN MAINTENANCE MAR22	*	8,464.00		
						FLORALAWN 2, LLC			8,464.00	000141
3/08/22	00007	3/16/22	62499FEB	202202	320-53800-43200	4451 HICKORY GROVE ROAD	*	16.10		
						CITY OF ST. CLOUD			16.10	000142
3/09/22	00001	3/01/22	38	202203	310-51300-34000	MANAGEMENT FEES MAR22	*	2,916.67		
		3/01/22	38	202203	310-51300-35300	WEBSITE ADMIN MAR22	*	50.00		
		3/01/22	38	202203	310-51300-35100	INFORMATION TECH MAR22	*	87.50		
		3/01/22	38	202203	310-51300-31300	DISSEMINATION FEE MAR22	*	291.67		
		3/01/22	38	202203	310-51300-51000	OFFICE SUPPLIES	*	.42		
		3/01/22	38	202203	310-51300-42000	POSTAGE	*	7.53		
		3/01/22	38	202203	310-51300-42500	COPIES	*	21.00		
		3/01/22	39	202203	320-53800-12000	FIELD MANAGEMENT MAR22	*	1,250.00		
						GOVERNMENTAL MANAGEMENT SERVICES			4,624.79	000143
3/16/22	00012	3/10/22	03102022	202203	300-20700-10000	FY22 SPCL ASMT SER2020	*	21,007.50		
						OLD HICKORY CDD C/O USBANK			21,007.50	000144
3/22/22	00002	3/17/22	26070	202202	310-51300-31500	MTG/FY21 AUDIT LTR/AGDA	*	447.60		
						LATHUM, LUNA, EDEN & BEAUDINE			447.60	000145

TOTAL FOR BANK A 36,104.44

OLDH OLD HICKORY CD TVISCARRA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/28/22 PAGE 2
 *** CHECK DATES 03/01/2022 - 03/28/2022 *** OLD HICKORY - GENERAL FUND
 BANK A GENERAL FUND

RUN 3/28/22

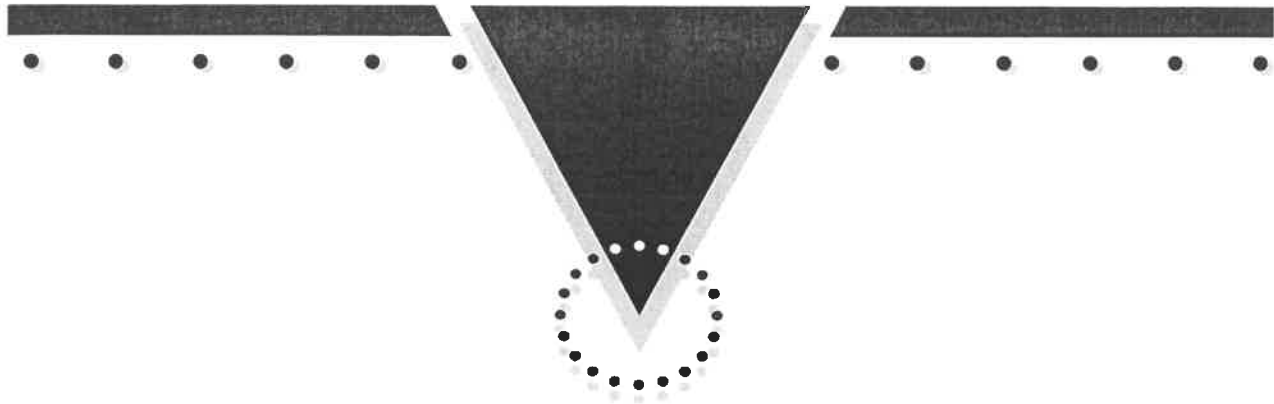
CHECK REGISTER

BLE PREPAID/0

YEAR-TO-DATE ACCO

2300R

SECTION 2



Old Hickory

Community Development District

Unaudited Financial Reporting

February 28, 2022



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Old Hickory
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 28, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total 2022
<u>ASSETS:</u>				
CASH	\$273,491	---	---	\$273,491
<u>INVESTMENTS</u>				
SERIES 2020				
RESERVE	---	\$178,050	---	\$178,050
REVENUE	---	\$333,364	---	\$333,364
CONSTRUCTION	---	---	\$8	\$8
COST OF ISSUANCE	---	---	---	\$0
TOTAL ASSETS	\$273,491	\$511,414	\$8	\$784,912
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$2,008	---	---	\$2,008
<u>FUND EQUITY:</u>				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE	---	\$511,414	---	\$511,414
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$8	\$8
UNASSIGNED	\$271,482	---	---	\$271,482
TOTAL LIABILITIES & FUND EQUITY	\$273,491	\$511,414	\$8	\$784,912

Old Hickory

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2022

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/22	ACTUAL THRU 2/28/22	VARIANCE
SPECIAL ASSESSMENTS	\$232,162	\$202,214	\$202,214	\$0
DIRECT ASSESSMENTS	\$155,636	\$155,636	\$155,636	\$0
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$6,522	\$6,522
TOTAL REVENUES	\$387,798	\$357,850	\$364,372	\$6,522

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISOR FEES	\$12,000	\$5,000	\$800	\$4,200
FICA EXPENSE	\$918	\$383	\$61	\$321
ENGINEERING	\$12,000	\$5,000	\$190	\$4,810
ATTORNEY	\$25,000	\$10,417	\$1,573	\$8,844
ARBITRAGE	\$0	\$0	\$450	(\$450)
DISSEMINATION	\$3,500	\$1,458	\$1,458	(\$0)
ANNUAL AUDIT	\$4,400	\$4,400	\$4,400	\$0
TRUSTEE FEES	\$0	\$4,041	\$4,041	\$0
MANAGEMENT FEES	\$35,000	\$14,583	\$14,583	(\$0)
INFORMATION TECHNOLOGY	\$1,050	\$438	\$438	\$0
WEBSITE MAINTENANCE	\$600	\$250	\$250	\$0
TELEPHONE	\$300	\$125	\$0	\$125
POSTAGE	\$1,000	\$417	\$48	\$369
INSURANCE	\$5,500	\$5,500	\$5,251	\$249
PRINTING & BINDING	\$1,000	\$417	\$60	\$357
LEGAL ADVERTISING	\$2,500	\$1,042	\$0	\$1,042
OTHER CURRENT CHARGES	\$1,000	\$417	\$187	\$229
OFFICE SUPPLIES	\$625	\$260	\$2	\$258
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$106,568	\$54,321	\$33,967	\$20,354

FIELD:

FIELD SERVICES	\$15,000	\$6,250	\$6,250	\$0
PROPERTY INSURANCE	\$5,000	\$5,000	\$1,271	\$3,729
ELECTRIC	\$1,500	\$625	\$130	\$495
STREETLIGHTS	\$90,000	\$37,500	\$0	\$37,500
WATER & SEWER	\$20,000	\$8,333	\$3,292	\$5,041
LANDSCAPE MAINTENANCE	\$119,724	\$49,885	\$40,777	\$9,108
LANDSCAPE CONTINGENCY	\$1,500	\$625	\$897	(\$272)
LAKE MAINTENANCE	\$16,006	\$6,669	\$6,475	\$194
IRRIGATION REPAIRS	\$2,500	\$1,042	\$1,850	(\$808)
REPAIRS & MAINTENANCE	\$2,500	\$1,042	\$0	\$1,042
WALLS, ENTRY & MONUMENTS	\$2,500	\$1,042	\$0	\$1,042
CONTINGENCY	\$5,000	\$2,083	\$3,150	(\$1,067)
TOTAL FIELD	\$281,230	\$120,096	\$64,092	\$56,004

TOTAL EXPENDITURES	\$387,798	\$174,417	\$98,059	\$76,358
EXCESS REVENUES (EXPENDITURES)	\$0	\$266,313		
FUND BALANCE - Beginning	\$0	\$5,169		
FUND BALANCE - Ending	\$0	\$271,482		

Old Hickory

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2020

Statement of Revenues & Expenditures

For The Period Ending February 28, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/22	ACTUAL THRU 2/28/22	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS	\$213,186	\$185,686	\$185,686	\$0
DIRECT ASSESSMENTS	\$142,914	\$142,914	\$142,914	\$0
INTEREST	\$0	\$0	\$9	\$9
TOTAL REVENUES	\$356,100	\$328,600	\$328,609	\$9
<u>EXPENDITURES:</u>				
INTEREST - 12/15	\$114,925	\$114,925	\$114,925	\$0
PRINCIPAL - 06/15	\$125,000	\$0	\$0	\$0
INTEREST - 06/15	\$114,925	\$0	\$0	\$0
TOTAL EXPENDITURES	\$354,850	\$114,925	\$114,925	\$0
<u>OTHER SOURCES/(USES)</u>				
TRANSFER OUT	\$0	\$0	(\$5)	(\$5)
TOTAL OTHER SOURCES/(USES)	\$0	\$0	(\$5)	(\$5)
EXCESS REVENUES (EXPENDITURES)	\$1,250		\$213,679	
FUND BALANCE - Beginning	\$119,688		\$297,734	
FUND BALANCE - Ending	\$120,938		\$511,414	

Old Hickory

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

SERIES 2020

Statement of Revenues & Expenditures

For The Period Ending February 28, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/22	ACTUAL THRU 2/28/22	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
<u>OTHER SOURCES/(USES)</u>				
TRANSFER IN	\$0	\$0	\$5	\$5
TOTAL OTHER SOURCES/(USES)	\$0	\$0	\$5	\$5
EXCESS REVENUES (EXPENDITURES)	\$0		\$5	
FUND BALANCE - Beginning	\$0		\$4	
FUND BALANCE - Ending	\$0		\$8	

Old Hickory Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
SPECIAL ASSESSMENTS	\$0	\$2,121	\$121,583	\$19,676	\$58,834	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$202,214
DIRECT ASSESSMENTS	\$0	\$155,636	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$155,636
DEVELOPER CONTRIBUTIONS	\$6,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,522
TOTAL REVENUES	\$6,522	\$157,757	\$121,583	\$19,676	\$58,834	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$364,372
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$400	\$0	\$0	\$0	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
FICA EXPENSE	\$31	\$0	\$0	\$0	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61
ENGINEERING	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$190
ATTORNEY	\$845	\$50	\$0	\$230	\$448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,573
ARBITRAGE	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
DISSEMINATION	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,458
ANNUAL AUDIT	\$0	\$0	\$1,500	\$2,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,400
TRUSTEE FEES	\$0	\$4,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,041
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,583
INFORMATION TECHNOLOGY	\$88	\$88	\$88	\$88	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$438
WEBSITE ADMINISTRATION	\$50	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$8	\$5	\$8	\$15	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48
INSURANCE	\$5,251	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,251
PRINTING & BINDING	\$38	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$36	\$31	\$39	\$43	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$187
OFFICE SUPPLIES	\$1	\$0	\$1	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD:													
FIELD SERVICES	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,250
PROPERTY INSURANCE	\$1,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,271
ELECTRIC	\$32	\$32	\$32	\$0	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130
STREETLIGHTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER & SEWER	\$1,806	\$890	\$152	\$179	\$266	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,292
LANDSCAPE MAINTENANCE	\$6,921	\$8,464	\$8,464	\$8,464	\$8,464	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,777
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$897	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$897
LAKE MAINTENANCE	\$1,295	\$1,295	\$1,295	\$1,295	\$1,295	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,475
IRRIGATION REPAIRS	\$1,570	\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WALLS, ENTRY & MONUMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$3,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,150
TOTAL EXPENDITURES	\$24,915	\$19,425	\$19,516	\$17,722	\$16,481	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,059
EXCESS REVENUES (EXPENDITURES)	(\$18,393)	\$138,331	\$102,067	\$1,954	\$42,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$266,313

Old Hickory
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total F unding Request	General F und Portion (21)*	General F und Portion (22)	Over and (short) Balance Due
13	8/30/21	9/17/21	\$ 8,317.18	\$ 8,317.18	\$ 1,795.18	\$ 6,522.00	\$ -
14	9/19/21	10/1/21	\$ 15,090.17	\$ 15,090.17	\$ 15,090.17	\$ -	\$ -
15	10/24/21	11/19/21	\$ 4,989.79	\$ 4,989.79	\$ 4,989.79	\$ -	\$ -
Due from Developer				\$ 28,397.14	\$ 21,875.14	\$ 6,522.00	\$ -
Total Developer Contributions FY22				\$ 6,522.00			

*FY21 column total figures do not include FY21 F unding Requests #1-12.

OLD HICKORY
COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2020, SPECIAL ASSESSMENT BONDS		
INTEREST RATE:	2.500%, 3.000%, 4.000%, 4.000%	
MATURITY DATE:	6/15/2050	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$178,050	
RESERVE FUND BALANCE	\$178,050	
BONDS OUTSTANDING - 10/21/20		\$6,245,000
LESS: PRINCIPAL PAYMENT 06/15/21		(\$120,000)
CURRENT BONDS OUTSTANDING		\$6,125,000

**OLD HICKORY
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2022

TAX COLLECTOR

							Gross Assessments	\$	473,777	\$	246,983	\$	226,795
							Net Assessments	\$	445,350	\$	232,164	\$	213,187
Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 52.13%	Debt Service Series 2020 47.87%	Total 100%				
11/22/21	ACH	\$ 4,324.69	\$ 172.99	\$ 83.03	\$ -	\$ 4,068.67	\$ 2,121.02	\$ 1,947.65	\$ 4,068.67				
12/8/21	ACH	\$ 141,490.64	\$ 5,659.69	\$ 2,716.62	\$ -	\$ 133,114.33	\$ 69,393.20	\$ 63,721.13	\$ 133,114.33				
12/22/21	ACH	\$ 106,396.04	\$ 4,238.34	\$ 2,043.16	\$ -	\$ 100,114.54	\$ 52,190.24	\$ 47,924.30	\$ 100,114.54				
1/10/22	ACH	\$ 39,716.30	\$ 1,202.57	\$ 770.27	\$ -	\$ 37,743.46	\$ 19,675.86	\$ 18,067.60	\$ 37,743.46				
2/10/02	ACH	\$ 117,566.91	\$ 2,404.33	\$ 2,303.25	\$ -	\$ 112,859.33	\$ 58,834.16	\$ 54,025.17	\$ 112,859.33				
3/10/22	ACH	\$ 45,622.98	\$ 842.39	\$ 895.62	\$ -	\$ 43,884.97	\$ 22,877.47	\$ 21,007.50	\$ 43,884.97				
Totals		\$ 455,117.56	\$ 14,520.31	\$ 8,811.95	\$ -	\$ 431,785.30	\$ 225,091.95	\$ 206,693.35	\$ 431,785.30				

DIRECT BILLED ASSESSMENTS

Lennar Homes LLC \$298,549.77 \$155,635.57 \$142,914.20

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	Operation & Maintenance	Debt Service Series 2020
11/22/21	11/1/21	1712974	\$ 149,274.89	\$ 149,274.89	\$ 77,817.79	\$ 71,457.10
11/22/21	2/1/22	1712974	\$ 74,637.44	\$ 74,637.44	\$ 38,908.89	\$ 35,728.55
11/22/21	5/1/22	1712974	\$ 74,637.44	\$ 74,637.44	\$ 38,908.89	\$ 35,728.55
			\$ 298,549.77	\$ 298,549.77	\$ 155,635.57	\$ 142,914.20

SECTION 3

INSTRUCTIONS

At the Board meeting, when the landowners' election is announced, instructions on how landowners may participate in the election, along with a sample proxy, shall be provided.

At a landowners' meeting, landowners shall organize by electing a Chair who shall conduct the meeting. The Chair may be any person present at the meeting. If the Chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

Nominations are made from the floor.

After all nominations are made, a ballot is distributed and votes are cast

Each landowner is entitled to one vote for each acre he owns or portion of an acre.

SAMPLE AGENDA

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of a Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners Questions and Comments
8. Adjournment

LANDOWNER PROXY
LANDOWNERS MEETING – NOVEMBER 1, 2022

OLD HICKORY
COMMUNITY DEVELOPMENT DISTRICT
OSCOLA COUNTY, FLORIDA

NOW ALL PERSONS BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints:

Proxy Holder

For and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the **Old Hickory Community Development District** to be held at **The Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida 33896** on **November 1, 2022 at 1:00 PM**, and at any continuances or adjournments thereof, according to the number of acres of un-platted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to, the election of members of the Governing Board. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the annual meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Print or type name of Landowner

Date _____

Signature of Landowner

Parcel Description

Acreage

Authorized Votes*

(must be street address, tax parcel ID number,
or legal description attached)

Total Number of Authorized Votes:

*Pursuant to section 190.006 (2)(b), Florida Statutes (2007), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

Please note that a particular real property is entitled to only one vote for each eligible acre of lands or fraction thereof; two (2) or more person who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.). If more than one parcel, each must be listed or described.