



Rizzetta & Company

Town of Kindred Community Development District II

Special Meeting December 2, 2022 Revised Agenda

District Office:
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TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

Holiday Inn Orlando (SW Celebration Area), 5711 W. Irlo Bronson Memorial Highway,
Kissimmee, FL 34746

Board of Supervisors	John Valantasis Louis Avelli Matthew Stolz Anthony Benitez Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Richard Hernandez	Rizzetta & Company, Inc.
District Counsel	Michelle Rigoni Sarah Sandy	Kutak Rock, LLP. Kutak Rock, LLP.
District Engineer	Xabier Guerricagoitia	Boyd Civil Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

December 1st, 2022

Board of Supervisors
Town Of Kindred Community
Development District II

REVISED FINAL AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Kindred Community Development District II will be held on Friday, **December 2, 2022, at 10:30 a.m.** at the Holiday Inn Orlando (SW Celebration Area), located at 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746. The following is the revised final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Landowners' Meeting and Election held on November 15, 2022.....Tab 1
 - B.** Consideration of Operations & Maintenance Expenditures through July and August 2022 (Under Separate Cover)
- 4. BUSINESS ITEMS**
 - A.** Consideration of Resolution 2023-04, Ratifying Resetting of Landowners' ElectionTab 2
 - B.** Consideration of Resolution 2023-05, Canvassing and Certifying Landowners' Election Results.....Tab 3
 - C.** Presentation of Oath of Office.....Tab 4
 - D.** Consideration of Resolution 2023-06, Redesignating OfficersTab 5
 - E.** Consideration of Resolution 2023-07, Amending Resolutions 2021-11 and 2022-10 Regarding Boundary Amendment to Add Additional Expansion ParcelsTab 6
 - F.** Consideration of Proposed Interlocal Agreement with Osceola County regarding Enhanced Notices and Acknowledgment of ImprovementsTab 7
 - G.** Consideration of First Amendment to Campus Suite Agreement for ADA Website Services - Town of Kindred II Campus Suite Contract ...Tab 8
- 5. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - C.** Clubhouse Manager
 - D.** District Manager
- 7. AUDIENCE COMMENTS**
- 8. SUPERVISOR REQUESTS**
- 9. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (407) 472-2471.

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

The landowner's meeting of the Town of Kindred Community Development District II was held on Tuesday, **November 15, 2022, at 10:30 a.m.** at the Holiday Inn Orlando (SW-Celebration Are) 5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746.

Present was Dr. Horton **Proxy Holder, NNP-Town of Kindred II, John Valantasis**

Also present were:

Richard Hernandez
Michelle Rigoni

District Manager, Rizzetta & Company
District Counsel, KutakRock Law Group

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hernandez called the landowner's meeting to order.

SECOND ORDER OF BUSINESS

Election of Meeting Chairman

Mr. Valantasis appointed Mr. Hernandez as the meeting Chairman.

THIRD ORDER OF BUSINESS

Determination of Number of Voting Units

Mr. Valantasis presented his official proxy and ballot showing a total of 275.59 acres/Lots for a total of 276 authorized votes.

FOURTH ORDER OF BUSINESS

Nomination for Positions of Supervisors

Mr. Valantasis nominated Matt Stolz, Anthony Benitez, and Lou Avellas as Supervisors.

FIFTH ORDER OF BUSINESS

Casting of Ballots

After tallying of the votes, the election results are as follows:

- Matt Stolz – 250 Votes
- Anthony Benitez – 200 votes
- Lou Avelli – 199 votes

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Hernandez tabulated the ballots as follows:

- Matt Stolz will receive a 4-year term. Seat #3. Term 11/22 – 11/26.
- Anthony Benitez will receive a 4-year term. Seat #4. Term 11/22 – 11/26.
- Lou Aveli will receive a 2-year term. Seat #5. Term 11/22 – 11/24.

SEVENTH ORDER OF BUSINESS

Landowner's Questions and Comments

There were no questions or comments put forth.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Hernandez adjourned the landowner's meeting at 10:35 a.m.

DRAFT

Tab 2

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II RATIFYING THE ACTION OF THE DISTRICT MANAGER IN RE-SETTING THE DATE OF THE LANDOWNERS' MEETING; AMENDING RESOLUTION 2022-09 TO RESET THE LANDOWNERS' MEETING THEREON; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District II ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on April 14, 2022, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2022-09, setting the landowners' meeting for the election of supervisors to the District Board on November 1, 2022, at 10:30 a.m. at the Holiday Inn Orlando SW – Celebration Area, an IHG Hotel (5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746); and

WHEREAS, due to technical and noticing issues, the District Manager rescheduled the date of the landowners' meeting to November 15, 2022, at the same time and location as set forth in Resolution 2022-09, and the District Manager has caused the notice of the landowners' meeting with the new date and time to be published consistent with the requirements of Chapter 190, Florida Statutes; and

WHEREAS, the Board desires to ratify the District Manager's action in re-setting the landowners' meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II:

SECTION 1. RATIFICATION OF LANDOWNERS' MEETING DATE RESET. The actions of the District Manager in resetting the landowners' meeting and the District Secretary in publishing the notice are hereby ratified. Resolution 2022-09 is hereby amended to reflect that the landowners' meeting as declared in Resolution 2022-09 was re-set to November 15, 2022, at 10:30 a.m. at the Holiday Inn Orlando SW – Celebration Area, an IHG Hotel (5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746).

SECTION 2. RESOLUTION 2022-09 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2022-09 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 2nd day of December 2022.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Richard Hernandez
Assistant Secretary

John Valantasis
Chairperson, Board of Supervisors

Tab 3

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Kindred Community Development District II ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District until such time as the Board of Supervisors can be elected by qualified electors of the District; and

WHEREAS, such landowners meeting was held on November 15, 2022, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II:

SECTION 1. The following individuals are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

<u>Matt Stolz</u>	Seat 3	Votes <u>250</u>
<u>Anthony Benitez</u>	Seat 4	Votes <u>200</u>
<u>Lou Avelli</u>	Seat 5	Votes <u>199</u>

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named individuals are declared to have been elected for the following terms of office:

<u>Matt Stolz</u>	4-year term
<u>Anthony Benitez</u>	4-year term
<u>Lou Avelli</u>	2-year term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of December 2022.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of November 15, 2022

Tab 4

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Town of Kindred Community Development District II and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 5

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II REDESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Town of Kindred Community Development District II (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to re-designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. Bob Schleifer _____ is appointed Secretary
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
Belinda Blandon _____ is appointed Assistant Secretary.
Richard Hernandez _____ is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 2nd day of December, 2022.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 6

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II AMENDING AND SUPPLEMENTING RESOLUTIONS 2021-11 AND 2022-10, REVISING THE SCOPE OF BOUNDARY AMENDMENT, RATIFYING THE ACTIONS OF CHAIRPERSON AND DISTRICT STAFF IN FILING AN AMENDED AND RESTATED PETITION WITH OSCEOLA COUNTY, FLORIDA; REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"), as established by Ordinance No. 2020-16 (the "**Ordinance**"), adopted by the County Commission of Osceola County, Florida ("**County**"), effective as of January 15, 2020, and being situated entirely within the County; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 218.797 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, at the request of D.R. Horton, Inc. ("**Developer**"), the primary developer and landowner of certain lands within and surrounding the District, the District previously adopted Resolution 2021-11 on August 10, 2021, authorizing the boundary amendment to contract its boundaries by removing approximately 28.335 acres of land, more or less, known as "Phase 2B"; and

WHEREAS, subsequent to adoption of Resolution 2021-11, Developer approached the District again to revise the scope of the boundary amendment authorized by Resolution 2021-11 and requested the District petition to amend its boundaries by (1) removing Phase 2B except for the stormwater management facilities benefitting the District ("**Contraction Parcel**") and more particularly described in the attached **Exhibit A**; and (2) adding the lands known as "Phase 3" and "Phase 5" of the development ("**Expansion Parcels**") and more particularly described in the attached **Exhibit B**; and

WHEREAS, on September 6, 2022, at the direction of the District's Board of Supervisors ("**Board**") and pursuant to Resolution 2022-10, adopted by the Board on April 14, 2022, the District filed a petition to amend the boundaries of the District with the County ("**Original Petition**"); and

WHEREAS, subsequent to the filing of the Original Petition and the adoption of Resolution 2022-10, Developer approached the District again to revise the scope of the boundary amendment authorized by Resolution 2022-10 and requested the District petition to amend its boundaries by adding the lands known as “Conservation Easement #1” and “Conservation Easement #2” of the development and more particularly described in the attached **Exhibit C** (“**Additional Expansion Parcels**”); and

WHEREAS, due to the timing of the petition materials required for expeditious processing of the boundary amendment, the County requested the District submit a revised petition as soon as possible and, at the direction of the District Chairman, the District staff submitted the Amended and Restated Petition to Amend the Boundaries of the Town of Kindred Community Development District II on November 22, 2022 (“**Amended Petition**”); and

WHEREAS, the proposed amended boundary amendment is in the best interests of the District and the amended area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the amended area of land within the boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, addition of the Additional Expansion Parcels in **Exhibit C** to the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District including the Additional Expansion Parcels continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

WHEREAS, the District desires to amend its Original Petition in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, and to ratify, confirm and approve the submittal of Amended Petition and further authorize any other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II:

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

SECTION 2. The Board hereby ratifies, confirms and approves the Chairperson and District staff in submitting the Amended and Restated Petition to Amend the Boundaries of the Town of Kindred Community Development District II dated November 22, 2022, and further authorizes the Chairperson, District staff, including but not limited to legal, engineering, and managerial staff, and any other Board members to proceed in an expeditious manner with the preparation and filing of any additional documents and related materials necessary and/or as requested by the County, to seek the amendment of the District's boundaries to remove and add the lands depicted in **Exhibits A, B and C**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the amended petition to the County to amend the boundaries of the District.

SECTION 4. This Resolution is intended to amend and supplement that Resolutions 2021-11 and 2022-10. To the extent that any portion of Resolutions 2021-11 and 2022-10 conflict with the provisions of this Resolution, the terms of this Resolution shall supersede, replace and control, but all other remaining provisions of Resolutions 2021-11 and 2022-10 shall continue in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 2nd day of December 2022.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Contraction Parcel
Exhibit B: Expansion Parcels
Exhibit C: Additional Expansion Parcels

EXHIBIT A

CONTRACTION PARCEL:

KINDRED II CDD CONTRACTION PARCEL

Lots 683 through 759, Tract V, Tract W, Tract Y and named streets (Bridge Brook Drive, Bridlewood Drive, Ranch Side Road and Aldenwood Place), all lying in KINDRED PHASE 2B, according to the plat thereof, as recorded in Plat Book 31, Pages 191 through 194 of the Public records of Osceola County, Florida AND the following three parcels:

PARCEL 1

A portion of Tract R, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida being described as follows:

BEGIN at the Southeast corner of Lot 692, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida; thence run S00°00'00"E, along the West Right of Way line of Aldenwood Place, a distance of 53.81 feet; thence run N90°00'00"W, along the North line of Lot 693, said KINDRED PHASE 2B, a distance of 120.00 feet; thence run S00°00'00"E, along the West line of said Lot 693, a distance of 26.19 feet; thence run N90°00'00"W, a distance of 30.00 feet to a point on a Non-Tangent curve, concave Southwesterly, having a Radius of 50.00 feet and a Central Angle of 90°00'00"; thence run Northwesterly along the arc of said curve, a distance of 78.54 feet (Chord Bearing = N45°00'00"W, Chord = 70.71 feet); thence run N00°00'00"E, a distance of 30.00 feet to a point on the North line of aforesaid Tract R; thence run N90°00'00"E, along said North line, a distance of 200.00 feet to the POINT OF BEGINNING.

Containing 10,894 square feet or 0.250 acres, more or less.

PARCEL 2

A portion of Tract R, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida being described as follows:

BEGIN at the Northwest corner of Lot 683, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida; thence run S00°00'00"E, along the West line of said Lot 683, a distance of 28.70 feet; thence run S90°00'00"W, a distance of 232.05 feet to a point on the East Right of Way of Cross Prairie Parkway, being a point on a Non-Tangent curve concave Westerly, having a Radius of 1865.00 feet and a Central Angle of 00°26'13"; thence run Northerly along the arc of said curve, a distance of 14.22 feet (Chord Bearing = N11°33'04"E, Chord = 14.22 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°45'07" being on the South Right of Way line of Ranch Side Road; thence along said South Right of Way line the following three (3) courses: run Northeasterly along the arc of said curve, a distance of 38.73 feet (Chord Bearing = N55°42'31"E, Chord = 34.97 feet) to a point of Reverse Curve, concave to the North, having a Radius of 650.00 feet and a Central Angle of 15°56'51"; thence run Easterly along the arc of said curve, a distance of 180.92 feet (Chord Bearing = S87°53'21"E, Chord = 180.34 feet) to a Point of Reverse Curve, concave to the South, having a Radius of 575.00 feet and a Central Angle of 02°00'37";

thence run Easterly along the arc of said curve, a distance of 20.17 feet (Chord Bearing = N85°08'32"E, Chord = 20.17 feet) to the POINT OF BEGINNING.

Containing 6,146 square feet or 0.141 acres, more or less.

PARCEL 3

A portion of Tract X, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida being described as follows:

Commence at the centerline intersection of Bridge Brook Drive and Ranch Side Road as shown on the plat of KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida; thence run N00°00'00"E along the centerline of said Bridge Brook Drive, a distance of 55.58 feet; thence run N90°00'00"W, a distance of 25.00 feet to the POINT OF BEGINNING; thence run S00°00'00"E, along the West Right of Way line of said Bridge Brook Drive, a distance of 9.34 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 85°08'36"; thence run Southwesterly along the arc of said curve, a distance of 37.15 feet (Chord Bearing = S42°34'18"W, Chord = 33.83 feet) to a Point of Compound Curve, concave to the North, having a Radius of 600.00 feet and a Central Angle of 14°59'16" being on the North Right of Way of Ranch Side Road; thence run Westerly along the arc of said curve, and said North Right of Way, a distance of 156.95 feet (Chord Bearing = N87°21'46"W, Chord = 156.51 feet) to a Point of Compound Curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 85°28'32"; thence run Northwesterly along the arc of said curve, a distance of 37.30 feet (Chord Bearing = N37°07'52"W, Chord = 33.93 feet); thence run N90°00'00"E, a distance of 199.71 feet to the POINT OF BEGINNING.

Containing 6,411 square feet or 0.147 acres, more or less.

CONTRACTION PARCEL contains 18.437 acres, more or less, in total.

EXHIBIT B

EXPANSION PARCELS:

KINDRED II CDD EXPANSION PARCELS

Tract FD-1, KINDRED PHASE 1FB, as recorded in Plat Book 28, Pages 22 through 25 of the Public Records of Osceola County, Florida, and Lots 1 through 5 and a portion of Lots 6 through 8, Block 7, Lot 9 and a portion of Lots 2 through 8 and 10 through 16, Block 8, a portion of Lots 9 through 14, Block 17 and Lots 6 through 8 and a portion of Lots 2 through 5 and 9 through 13, Block 18 of FLORIDA DRAINED LAND COMPANY'S SUBDIVISION No. 1 as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, all lying in Section 36, Township 25 South, Range 29 East and Section 1, Township 26 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 25 South, Range 29 East, Osceola County, Florida; thence run S89°48'53"E, along the South line of said Section 36, a distance of 20.00 feet to a point on the East Right of Way line of Kings Highway and the POINT OF BEGINNING; thence run N00°01'34"W, along said Right of Way line, a distance of 178.70 feet; thence run S89°48'53"E, a distance of 844.84 feet; thence run N00°01'33"W, a distance of 749.66 feet to the Southwest corner of Tract RW-1, KINDRED PHASE 1FB, as recorded in Plat Book 28, Pages 22 through 25 of the Public Records of Osceola County, Florida; thence along the South line of said Tract RW-1 and the South Right of Way of Red Canyon Drive the following seven (7) courses: run N89°58'27"E, a distance of 220.00 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = S45°01'33"E, Chord = 35.36 feet) to the Point of Tangency; thence run S00°01'33"E, a distance of 27.11 feet; thence run N89°58'27"E, a distance of 50.00 feet; thence run N00°01'33"W, a distance of 28.11 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N44°58'27"E, Chord = 35.36 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,423.98 feet and a Central Angle of 16°45'12"; thence run Easterly along the arc of said curve, a distance of 416.37 feet (Chord Bearing = N84°14'37"E, Chord = 414.89 feet); thence run S07°08'51"E, a distance of 285.24 feet to the Point of Curvature of a curve concave to the East, having a Radius of 555.00 feet and a Central Angle of 16°39'31"; thence run Southerly along the arc of said curve, a distance of 161.36 feet (Chord Bearing = S15°28'37"E, Chord = 160.80 feet) to the Point of Tangency; thence run S23°48'22"E, a distance of 1,118.74 feet; thence run N66°59'23"E, a distance of 228.48 feet; thence run S19°29'29"E, a distance of 50.04 feet; thence run S66°58'34"W, a distance of 224.72 feet; thence run S23°48'22"E, a distance of 929.01 feet; thence run N70°30'31"E, a distance of 854.39 feet; thence run N19°29'29"W, a distance of 194.00 feet; thence run N70°30'31"E, a distance of 50.00 feet; thence run S19°29'29"E, a distance of 193.63 feet; thence run N70°16'24"E, a distance of 26.65 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 5,830.00 feet and a Central Angle of 08°48'33"; thence run Northeasterly along the arc of said curve, a distance of 896.37 feet (Chord Bearing = N66°50'21"E, Chord = 895.49 feet); thence run N70°30'31"E, a distance of 161.05 feet; thence run N19°29'29"W, a distance of 663.70 feet; thence run N61°38'37"E, a distance of 89.06 feet to the Northwest corner of Lot 1, KINDRED COMMERCIAL, as recorded in Plat Book 31, Pages 157 and 158 of the Public Records of Osceola County, Florida; thence along the West line of said KINDRED COMMERCIAL, the following five (5) courses: run S19°29'29"E, a distance of 834.82 feet; thence run S61°12'53"W, a distance of 81.27 feet; thence run S20°02'38"E, a

distance of 205.99 feet; thence run S15°30'02"E, a distance of 172.65 feet; thence run S20°57'18"E, a distance of 237.07 feet; thence run S83°02'05"W, a distance of 174.00 feet; thence run S62°40'54"W, a distance of 228.26 feet; thence run S46°26'21"W, a distance of 306.21 feet; thence run S48°41'31"W, a distance of 295.95 feet; thence run S04°49'15"W, a distance of 96.05 feet; thence run S40°15'36"E, a distance of 193.41 feet; thence run S13°29'29"E, a distance of 165.14 feet; thence run S02°13'39"W, a distance of 250.77 feet; thence run S13°37'45"W, a distance of 168.77 feet; thence run S26°54'48"W, a distance of 175.28 feet; thence run S31°57'44"W, a distance of 179.96 feet; thence run S33°28'10"W, a distance of 233.27 feet; thence run S43°27'28"W, a distance of 346.11 feet; thence run S26°54'47"W, a distance of 103.05 feet; thence run S54°41'14"W, a distance of 78.30 feet; thence run S62°02'57"W, a distance of 468.51 feet; thence run S74°10'51"W, a distance of 526.72 feet; thence run S64°05'32"W, a distance of 217.33 feet; thence run S84°33'51"W, a distance of 175.64 feet; thence run S00°01'26"W, a distance of 439.90 feet; thence run N74°40'30"W, a distance of 207.35 feet; thence run N86°38'08"W, a distance of 133.33 feet to the Southeast corner of KINGS' POINT SUBDIVISION, as recorded in Plat Book 2, Pages 108 and 109 of the Public Records of Osceola County, Florida; thence along the East boundary of said KINGS' POINT SUBDIVISION the following three (3) courses: run N00°01'26"E, a distance of 1,532.77 feet; thence run N89°53'44"W, a distance of 330.00 feet; thence run N00°01'13"E, a distance of 1,664.36 feet to a point on the North Right of Way line of a 40 foot platted Right of Way as shown on the plat of FLORIDA DRAINED LAND COMPANY'S SUBDIVISION No. 1; thence run N89°37'57"W, along said north Right of Way, a distance of 579.02 feet; thence run N00°00'13"E, a distance of 725.93 feet; thence run N89°57'29"W, a distance of 720.66 feet to a point on the aforesaid East right of Way line of Kings Highway; thence run N00°14'58"W, along said East Right of Way line, a distance of 578.06 feet to the POINT OF BEGINNING.

Containing 238.106 acres, more or less.

TOGETHER WITH:

Lot 3 and a portion of Lots 1, 2, 4, 5, 6 and 16, Block 21 and a portion of Lots 1 through 5, Block 22 and a portion of Lot 8, Block 23 and a portion of Lot 9, Block 26 and platted Right of Ways therein, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida, all lying in Section 6, Township 26 South, Range 30 East, Osceola County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract C-2, TOHOQUA – PHASE 2, as recorded in Plat Book 29, Pages 187 through 192 of the Public Records of Osceola County, Florida; thence run S61°30'16"W, a distance of 38.60 feet to a point on the West Right of Way line of MACY ISLAND ROAD as depicted in County Road Map Book 1, Pages 82 through 89 and the POINT OF BEGINNING; thence along said West Right of Way line the following five (5) courses: run S02°38'20"E, a distance of 1,515.37 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 500.00 feet and a Central Angle of 19°48'25"; thence run Southerly along the arc of said curve, a distance of 172.85 feet (Chord Bearing = S12°32'38"E, Chord = 171.99 feet); thence run S22°26'43"E, a distance of 439.19 feet; thence run S18°36'26"E, a distance of 44.28 feet; thence run S35°21'22"W, a distance of 312.13 feet; thence leaving said West Right of Way, run N66°17'37"W, a distance of 1,005.43 feet; thence run N55°36'33"W, a distance of 446.39 feet; thence run N22°37'02"W, a distance of 389.08 feet; thence run N18°36'41"W, a distance of 93.59 feet; thence run N28°13'46"W, a distance of 212.09 feet; thence run N11°28'51"E, a distance of 253.45 feet; thence run N38°25'30"E, a distance of 148.37 feet; thence run N26°30'00"E, a distance of 130.74 feet; thence run N17°46'47"W, a distance of 351.23 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 60.00 feet and a Central Angle of 95°56'58"; thence run

Northerly along the arc of said curve, a distance of 100.48 feet (Chord Bearing = N15°43'37"E, Chord = 89.14 feet) to a Point of Compound Curve, concave to the Southwest, having a Radius of 1,040.00 feet and a Central Angle of 07°38'28"; thence run Northwesterly along the arc of said curve, a distance of 138.70 feet (Chord Bearing = N36°04'06"W, Chord = 138.59 feet) to a Point of Reverse Curve, concave to the East, having a Radius of 60.00 feet and a Central Angle of 65°14'55"; thence run Northerly along the arc of said curve, a distance of 68.33 feet (Chord Bearing = N07°15'53"W, Chord = 64.70 feet); thence run N25°21'35"E, a distance of 53.36 feet to the Point of Curvature of a curve concave to the West, having a Radius of 60.00 feet and a Central Angle of 13°19'00"; thence run Northerly along the arc of said curve, a distance of 13.95 feet (Chord Bearing = N18°42'05"E, Chord = 13.91 feet); thence run N45°52'31"E, a distance of 86.68 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 25.00 feet and a Central Angle of 87°39'32"; thence run Easterly along the arc of said curve, a distance of 38.25 feet (Chord Bearing = S87°57'17"E, Chord = 34.63 feet); thence run N48°10'04"E, a distance of 48.80 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 275.00 feet and a Central Angle of 18°04'24"; thence run Northeasterly along the arc of said curve, a distance of 86.75 feet (Chord Bearing = N57°12'16"E, Chord = 86.39 feet) to the Point of Tangency; thence run N66°14'28"E, a distance of 453.55 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 275.00 feet and a Central Angle of 65°27'53"; thence run Northeasterly along the arc of said curve, a distance of 314.21 feet (Chord Bearing = N33°30'31"E, Chord = 297.39 feet) to the Point of Tangency; thence run N00°46'35"E, a distance of 499.48 feet to the Point of Curvature of a curve concave to the East, having a Radius of 175.00 feet and a Central Angle of 04°01'26"; thence run Northerly along the arc of said curve, a distance of 12.29 feet (Chord Bearing = N02°47'18"E, Chord = 12.29 feet); thence run S85°12'58"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 125.00 feet and a Central Angle of 04°01'50"; thence run Southerly along the arc of said curve, a distance of 8.79 feet (Chord Bearing = S02°47'30"W, Chord = 8.79 feet); thence run S00°46'35"W, a distance of 499.48 feet to the Point of Curvature of a curve concave to the West, having a Radius of 325.00 feet and a Central Angle of 07°34'18"; thence run Southerly along the arc of said curve, a distance of 42.95 feet (Chord Bearing = S04°33'44"W, Chord = 42.92 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 199.16 feet and a Central Angle of 78°01'36"; thence run Northeasterly along the arc of said curve, a distance of 271.23 feet (Chord Bearing = N63°09'53"E, Chord = 250.75 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 201.74 feet and a Central Angle of 43°15'20"; thence run Northeasterly along the arc of said curve, a distance of 152.30 feet (Chord Bearing = N45°46'45"E, Chord = 148.71 feet) to a Point of Reverse Curve, concave to the Northwest, having a Radius of 330.47 feet and a Central Angle of 35°27'19"; thence run Northeasterly along the arc of said curve, a distance of 204.50 feet (Chord Bearing = N49°40'45"E, Chord = 201.25 feet); thence run N03°15'28"W, a distance of 234.79 feet to a point on the South Right of Way line of CROSS PRAIRIE PARKWAY as described in Official Records Book 3776, Page 633 of the Public Records of Osceola County, Florida; thence run N90°00'00"E, along said South Right of Way line, a distance of 43.61 feet to a point on the aforesaid West Right of Way of MACY ISLAND ROAD; thence along said West Right of Way the following two (2) courses: run S03°07'07"E, a distance of 301.30 feet; thence run S02°52'53"E, a distance of 853.91 feet to the POINT OF BEGINNING.

Containing 82.673 acres, more or less.

EXHIBIT C

ADDITIONAL EXPANSION PARCELS:

CONSERVATION EASEMENT #1 REVISION 2

A portion of Lots 11 through 15, Block 24, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida being more particularly described as follows:

Commence at the Northwest corner of Tract A, CANE BRAKE, according to the plat thereof, as recorded in Plat Book 5, Pages 28-30; thence S00°20'01"E, along the West line of said Tract A, a distance of 94.48 feet to the Point of Beginning; thence continue S00°20'01"E, a distance of 544.18 feet; thence S35°54'35"W, a distance of 70.00 feet; thence S03°07'45"W, along the West line of CANE BRAKE PHASE 2, according to the plat thereof, as recorded in Plat Book 5, Page 168 and aforesaid CANE BRAKE, a distance of 901.28 feet to a point on the North Right of Way line of Henry Partin Road; thence N79°44'34"W, along said North Right of Way line, a distance of 599.37 feet; thence departing said North Right of Way line, run N67°54'05"W, a distance of 32.39 feet; thence N39°23'46"E, a distance of 68.62 feet; thence the following fifteen (15) courses and distances along the East line of Tract 2, KINDRED PHASE 1A AND 1B, according to the plat thereof, as recorded in Plat Book 24, Pages 8-16; thence N03°00'10"E, a distance of 283.78 feet; thence N02°49'44"W, a distance of 275.14 feet; thence N36°46'55"W, a distance of 76.09 feet; thence N05°10'05"W, a distance of 159.14 feet; thence N51°40'53"W, a distance of 126.72 feet; thence S85°44'17"W, a distance of 167.56 feet; thence N09°57'33"E, a distance of 90.01 feet; thence N40°47'37"E, a distance of 168.66 feet; thence N07°08'46"E, a distance of 108.33 feet; thence S45°05'14"E, a distance of 127.11 feet; thence S69°35'31"E, a distance of 168.44 feet; thence N73°32'03"E, a distance of 298.11 feet; thence N39°52'31"W, a distance of 365.71 feet; thence S84°24'16"W, a distance of 132.33 feet to the East line of Tract 56 of said KINDRED PHASE 1A AND 1B; thence departing said East line of Tract 2, run N43°32'17"E, along said East line of Tract 56, a distance of 467.66 feet; thence departing said East line, run S46°11'42"E, a distance of 239.30 feet; thence S40°52'06"E, a distance of 285.44 feet to the Point of Beginning.

Containing 1,046,808 square feet or 24.03 acres, more or less.

CONSERVATION EASEMENT #2 (REVISION 2)

A portion of Lots 1 through 8, and 11 through 16, Block 23, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida being more particularly described as follows:

Begin at the Southwest corner of Lot 99, THE WOODS AT KINGS CREST IV, as recorded in Plat Book 10, Page 88 of the Public Records of Osceola County, Florida; thence S89°55'35"E, along the South line of THE WOODS AT KINGS CREST IV, a distance of 589.63 feet to the West Right of Way line of Macy Island Road; thence S03°07'07"E, along said West Right of Way line, a distance of 118.52 feet to the North Right of Way line of Cross Prairie Parkway; thence departing said West Right of Way line, run the following two (2) courses and distances along the North Right of Way line Cross Prairie Parkway; thence N90°00'00"W, a

distance of 412.47 feet to the Point of Curvature of a Curve, Concave to the North, having a Radius of 1,135.00 feet and a Central Angle of 29°25'56"; thence run Westerly along the Arc of said curve, a distance of 583.03 feet (Chord Bearing = N75°17'02"W, Chord = 576.65 feet) to the South corner of Lot 3, KINDRED COMMERCIAL, according to the plat thereof, as recorded in Plat Book 31, Pages 157-158; thence the following thirteen (13) courses and distances along the Easterly line of said Lot 3; thence departing said North Right of Way line, run N29°25'56"E, a distance of 5.33 feet; thence N29°22'41"W, a distance of 341.19 feet; thence N06°16'10"W, a distance of 289.10 feet; thence S52°56'15"W, a distance of 76.88 feet; thence N06°55'16"W, a distance of 363.54 feet; thence N06°24'23"W, a distance of 140.57 feet; thence N06°52'45"W, a distance of 236.62 feet; thence N87°08'30"W, a distance of 151.20 feet; thence N74°06'13"W, a distance of 271.78 feet; thence N54°53'52"W, a distance of 249.88 feet; thence N39°51'44"W, a distance of 116.72 feet; thence N54°30'15"W, a distance of 98.56 feet; thence N07°13'09"W, a distance of 34.03 feet to a point on the South line of Tract R, KINDRED PHASE 2B, according to the plat thereof, as recorded in Plat Book 31, Pages 191-194 of the Public Records of Osceola County, Florida; thence the following thirteen (13) courses and distance along the East and South line of said Tract R; thence N41°02'08"E, a distance of 115.41 feet; thence N34°37'09"E, a distance of 175.70 feet; thence N40°54'51"E, a distance of 178.23 feet; thence N79°36'48"E, a distance of 158.67 feet; thence S47°30'33"E, a distance of 170.22 feet; thence S80°38'33"E, a distance of 30.64 feet; thence N67°11'37"E, a distance of 83.93 feet; thence S28°44'49"E, a distance of 107.78 feet; thence S14°14'32"W, a distance of 73.80 feet; thence N87°41'42"E, a distance of 46.81 feet; thence N78°25'00"E, a distance of 28.06 feet; thence N71°25'25"E, a distance of 138.85 feet; thence S74°57'18"E, a distance of 342.21 feet to a point on the West line of THE WOODS AT KINGS CREST II, according to the plat thereof, as recorded in Plat Book 9, Pages 16-17; thence S15°33'31"E, a distance of 964.35 feet; thence S00°04'50"W, along the West line of aforesaid THE WOODS AT KINGS CREST II and the West line of aforesaid, THE WOODS AT KINGS CREST IV, a distance of 990.18 feet to the Point of Beginning.

Containing 1,721,267 square feet or 39.51 acres, more or less.



COLOR LEGEND

- 22' WIDE MIN. TOWNHOMES (FRONT / REAR LOADED)
- 40' WIDE SINGLE FAMILY
- 50' WIDE SINGLE FAMILY
- RECREATION
- PAVEMENT
- STORM WATER POND
- OPEN SPACE
- UTILITY TRACT
- SIDEWALK
- EXISTING TREE

LEGEND

- PROPERTY BOUNDARY
- MITIGATION BANK BOUNDARY
- TRACT/LOT LINE
- LOT LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- EXISTING DRAINAGE EASEMENT
- SETBACKS

PARKING CALCULATIONS:

EACH LOT WILL HAVE A MINIMUM OF 3 PARKING SPACES (A COMBINATION OF GARAGE, DRIVEWAY AND ON-STREET PARKING).

NOTES:

- ALL PEDESTRIAN CROSSINGS SHALL BE WARRANTED AND SHALL BE SIGNED AND STRIPED IN ACCORDANCE WITH FOOT STANDARDS AND MUTCD.
- WATER SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- RECLAIM SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- FORCE MAIN CONNECTION KINGS HIGHWAY.
- STORMWATER TREATMENT PROVIDED BY MASTER PERMIT FOR PROJECT.
- ANY CONSTRUCTION MODIFICATION WILL BE SUBMITTED TO SFWM.
- DUMPSTER FOR TOWNHOME UNITS WILL BE PROVIDED AT AMENITY CENTER.

SITE DATA:

MIN. LOT AREA = 0.06 AC.
MIN. LOT WIDTH = 22'

SINGLE FAMILY SETBACKS:
FRONT: 5' PRINCIPAL STRUCTURE, (25' MAX.)
REAR: 5'
SIDES: 5'
15' CORNER LOTS

TOWNHOME SETBACKS:
FRONT: 5' PRINCIPAL STRUCTURE, (25' MAX.)
REAR: 5'
SIDES: 10' CORNER LOTS

PD19-00010 Kindred Development Program

Phase	TH's	40's	50's	60's	Total	MF	Retail	Office	Civic
1	164	0	489	240	893				
2	142	190	321	106	759				
3	122	393	207	100	822				
4						639	350,000	100,000	100,000
5*	168	108	68	0	344				
TOTALS	596	691	1085	446	2818	639	350,000	100,000	100,000
APPROVED PMUD					2976	639	350,000	100,000	100,000
REMAINING					158				

SITE DATA:

FUTURE LAND USE: MIXED USE
ZONING: PD19-00010

SITE DATA TABLE	PHASE 5
TOTAL LAND AREA (AC.)	82.67
UTILITY TRACTS (AC.)	0.06
STORMWATER MANAGEMENT AREAS (AC.)	7.12
OPEN SPACE (AC.)	23.06
RIGHT-OF-WAY (AC.)	16.31
RESIDENTIAL LOTS	
40' SF DETACHED - TYPE A LOTS	108
50' SF DETACHED - TYPE B LOTS	68
22' SF TOWNHOME LOTS - TYPE T LOTS	168
TOTAL LOTS	344

MINIMUM CONDITIONED FLOOR AREA = 1,672 S.F.

RECREATION/PARKS	REQUIRED	TOTAL PROVIDED
344 LOTS X 2.8 PERSONS/HOUSEHOLD = 963 RESIDENTS		19.75 ACRES
COMMUNITY/NEIGHBORHOOD CENTER REQUIRED - 1 ACRE PER 1000 RESIDENTS	.96 ACRES	(SEPARATE PERMIT) 19.75 ACRES
PARKS REQUIRED - 6 ACRES PER 1000 RESIDENTS	5.76 ACRES	10.16 ACRES
TRAILS REQUIRED - 1 MILE PER 1500 RESIDENTS	1.56 MILES	2 MILES

ADT (344 UNITS) = 3440 TRIPS TOTAL PEAK = 344 TRIPS
ALL EXISTING ROADS ARE ALL LOCAL STREETS WITH 50' R.O.W. & 25 MPH POSTED SPEED LIMIT, UNLESS OTHERWISE NOTED.

- RECREATION FACILITIES WILL CONSIST OF BUT NOT LIMITED TO:
- PLAY FIELD
 - BENCHES
 - PAVILIONS
 - WALKING PATHS / TRAILS
 - OPEN FIELD PARKING
 - PICNIC AREAS
 - POOL / CABANA
 - TOT LOT / PARK

BOYD CIVIL ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32803
Office: (407) 944-2693
Certificate of Auth. 29791

Civil Engineer
XABIELO SUAREZ-AGUIA, P.E.
No. 31951
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Rev.	Date	Description	By	Check By
08.15.22		COUNTY COMMENTS/REVISED PLAN	XIG	XIG
02.01.22		COUNTY COMMENTS	XIG	XIG

KINDRED PHASE 5 PSP
OSCEOLA COUNTY, FLORIDA
PREPARED FOR: DR. HORTON

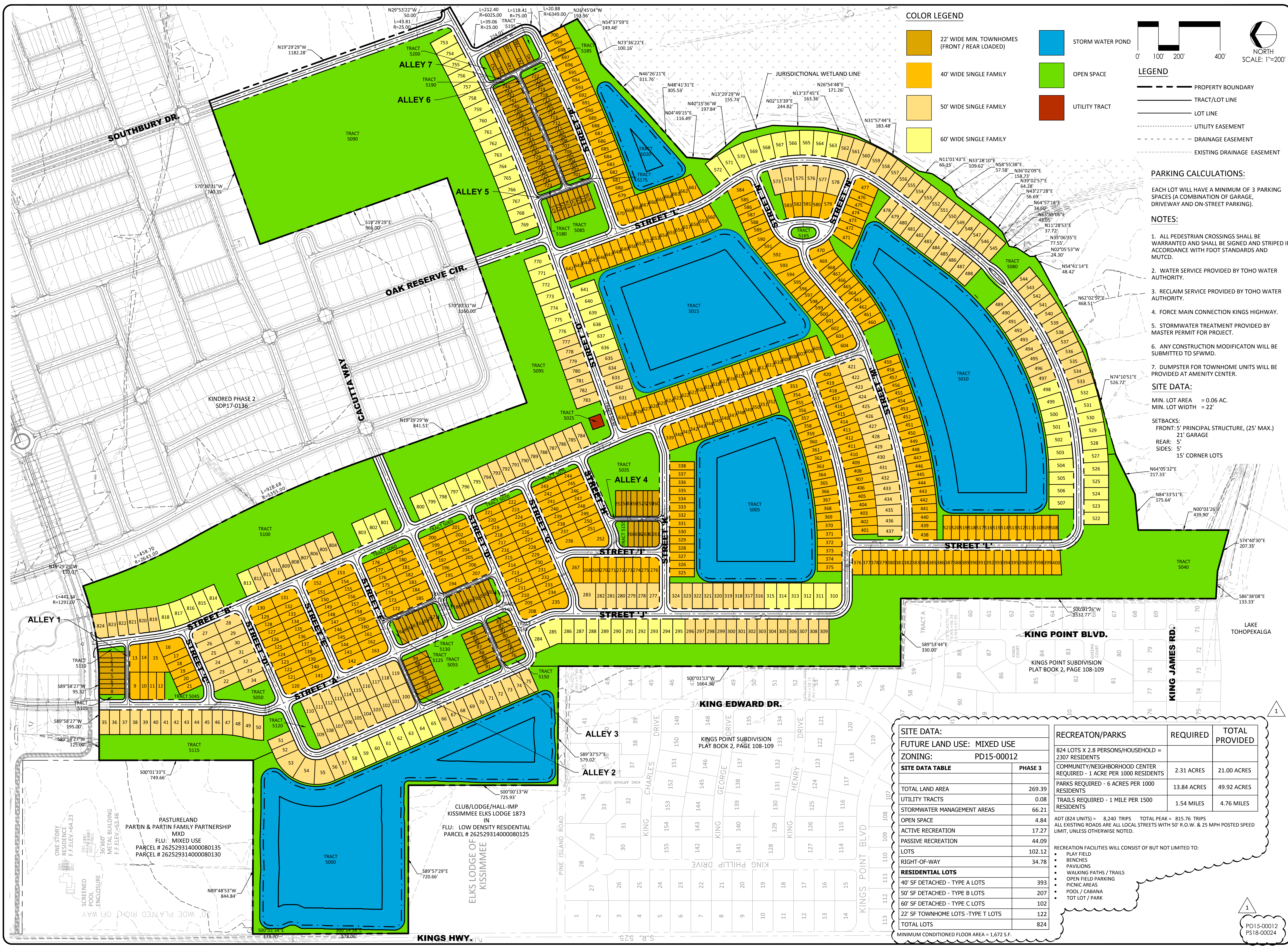
OVERALL SITE PLAN

Date: 8/15/2022
Scale: AS SHOWN
Project No.: 1007.023
Drawn By: RF
Designed By: RF
Checked By: XJG

SHEET NO.
C3.00

REVISED LAYOUT PLAN AND SITE DATA

Printed: August 15, 2022, 12:12:28 PM
Z:\PROJECTS\1007.023 Kindred Ph 5\Plans\Civil\Kindred PH5 OVERALL SITE.dwg



COLOR LEGEND

- 22' WIDE MIN. TOWNHOMES (FRONT / REAR LOADED)
- 40' WIDE SINGLE FAMILY
- 50' WIDE SINGLE FAMILY
- 60' WIDE SINGLE FAMILY
- STORM WATER POND
- OPEN SPACE
- UTILITY TRACT

LEGEND

- PROPERTY BOUNDARY
- TRACT/LOT LINE
- LOT LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- EXISTING DRAINAGE EASEMENT

PARKING CALCULATIONS:

EACH LOT WILL HAVE A MINIMUM OF 3 PARKING SPACES (A COMBINATION OF GARAGE, DRIVEWAY AND ON-STREET PARKING).

NOTES:

- ALL PEDESTRIAN CROSSINGS SHALL BE WARRANTED AND SHALL BE SIGNED AND STRIPED IN ACCORDANCE WITH FDOT STANDARDS AND MUTCD.
- WATER SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- RECLAIM SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- FORCE MAIN CONNECTION KINGS HIGHWAY.
- STORMWATER TREATMENT PROVIDED BY MASTER PERMIT FOR PROJECT.
- ANY CONSTRUCTION MODIFICATION WILL BE SUBMITTED TO SFWMD.
- DUMPSTER FOR TOWNHOME UNITS WILL BE PROVIDED AT AMENITY CENTER.

SITE DATA:

MIN. LOT AREA = 0.06 AC.
MIN. LOT WIDTH = 22'

SETBACKS:

FRONT: 5' PRINCIPAL STRUCTURE, (25' MAX.)
21' GARAGE
REAR: 5'
SIDES: 5'
15' CORNER LOTS

SITE DATA:

FUTURE LAND USE: MIXED USE
ZONING: PD15-00012

SITE DATA TABLE	PHASE 3
TOTAL LAND AREA	269.39
UTILITY TRACTS	0.08
STORMWATER MANAGEMENT AREAS	66.21
OPEN SPACE	4.84
ACTIVE RECREATION	17.27
PASSIVE RECREATION	44.09
LOTS	102.12
RIGHT-OF-WAY	34.78
RESIDENTIAL LOTS	
40' SF DETACHED - TYPE A LOTS	393
50' SF DETACHED - TYPE B LOTS	207
60' SF DETACHED - TYPE C LOTS	102
22' SF TOWNHOME LOTS - TYPE T LOTS	122
TOTAL LOTS	824

MINIMUM CONDITIONED FLOOR AREA = 1,672 S.F.

RECREATION/PARKS

RECREATION/PARKS	REQUIRED	TOTAL PROVIDED
824 LOTS X 2.8 PERSONS/HOUSEHOLD = 2307 RESIDENTS		
COMMUNITY/NEIGHBORHOOD CENTER REQUIRED - 1 ACRE PER 1000 RESIDENTS	2.31 ACRES	21.00 ACRES
PARKS REQUIRED - 6 ACRES PER 1000 RESIDENTS	13.84 ACRES	49.92 ACRES
TRAILS REQUIRED - 1 MILE PER 1500 RESIDENTS	1.54 MILES	4.76 MILES

ADT (824 UNITS) = 8,240 TRIPS TOTAL PEAK = 815.76 TRIPS
ALL EXISTING ROADS ARE ALL LOCAL STREETS WITH 50' R.O.W. & 25 MPH POSTED SPEED LIMIT, UNLESS OTHERWISE NOTED.

RECREATION FACILITIES WILL CONSIST OF BUT NOT LIMITED TO:

- PLAY FIELD
- BENCHES
- PAVILIONS
- WALKING PATHS / TRAILS
- OPEN FIELD PARKING
- PICNIC AREAS
- POOL / CABANA
- TOT LOT / PARK

BOYD CIVIL ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407) 994-2693
Certificate of Auth. 29791

Civil Engineer
XABIER S. GUTIERREZ, P.E.
No. 51951
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Rev.	Date	Description	Chk. By
1	11.09.18	REVISED PER COUNTY COMMENTS	

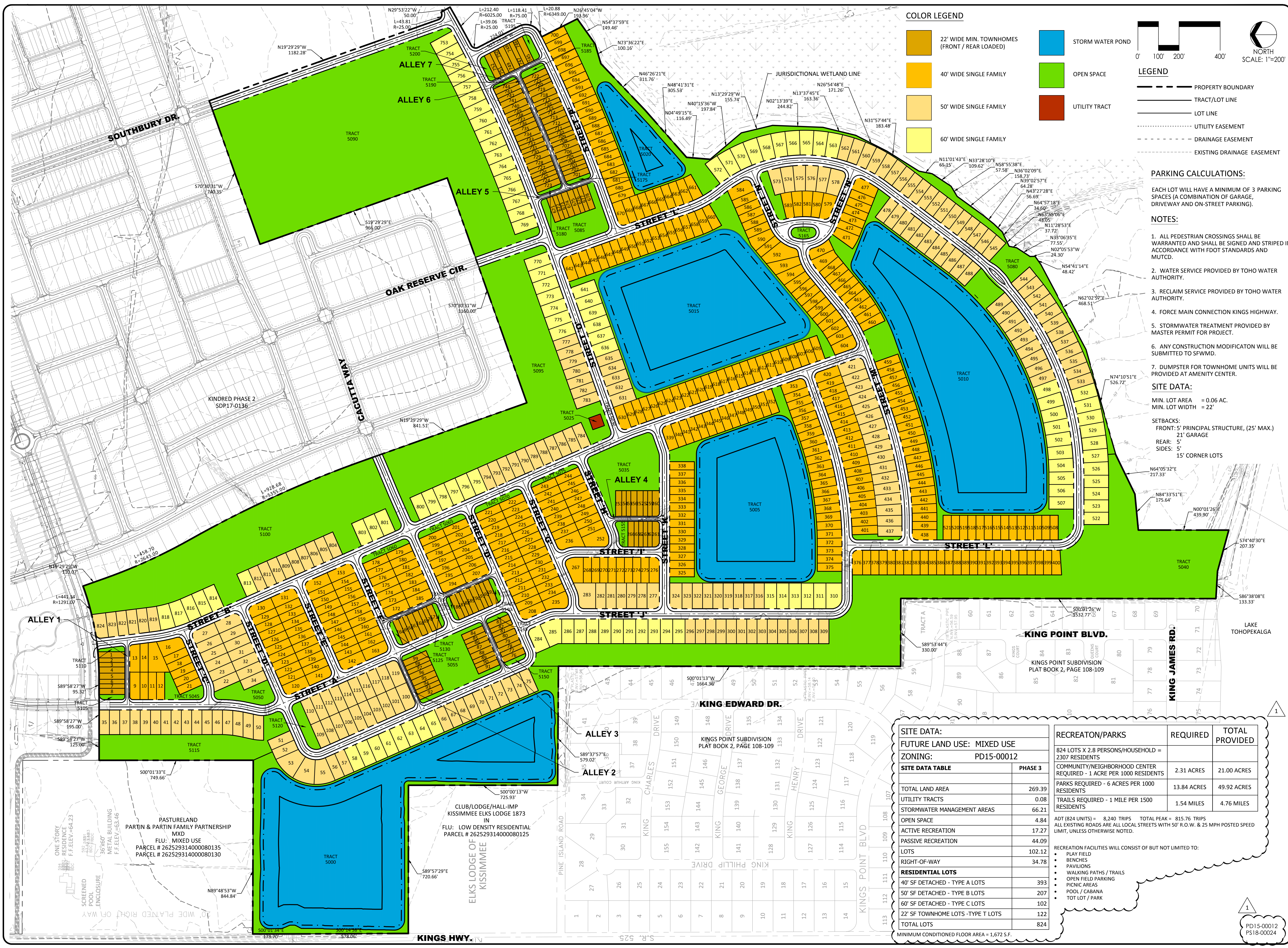
KINDRED PHASE 3
OSCEOLA COUNTY, FLORIDA
PREPARED FOR: DR. HORTON

SITE PLAN

Date: 11/13/2018
Scale: AS SHOWN
Project No.: 1007.021
Drawn By: RAP
Designed By: RAP
Checked By: XJG

SHEET NO.
C3.00

PD15-00012
PS18-00024



COLOR LEGEND

- 22' WIDE MIN. TOWNHOMES (FRONT / REAR LOADED)
- 40' WIDE SINGLE FAMILY
- 50' WIDE SINGLE FAMILY
- 60' WIDE SINGLE FAMILY
- STORM WATER POND
- OPEN SPACE
- UTILITY TRACT

LEGEND

- PROPERTY BOUNDARY
- TRACT/LOT LINE
- LOT LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- EXISTING DRAINAGE EASEMENT

PARKING CALCULATIONS:

EACH LOT WILL HAVE A MINIMUM OF 3 PARKING SPACES (A COMBINATION OF GARAGE, DRIVEWAY AND ON-STREET PARKING).

NOTES:

- ALL PEDESTRIAN CROSSINGS SHALL BE WARRANTED AND SHALL BE SIGNED AND STRIPED IN ACCORDANCE WITH FDOT STANDARDS AND MUTCD.
- WATER SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- RECLAIM SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- FORCE MAIN CONNECTION KINGS HIGHWAY.
- STORMWATER TREATMENT PROVIDED BY MASTER PERMIT FOR PROJECT.
- ANY CONSTRUCTION MODIFICATION WILL BE SUBMITTED TO SFWMD.
- DUMPSTER FOR TOWNHOME UNITS WILL BE PROVIDED AT AMENITY CENTER.

SITE DATA:

MIN. LOT AREA = 0.06 AC.
MIN. LOT WIDTH = 22'

SETBACKS:

FRONT: 5' PRINCIPAL STRUCTURE, (25' MAX.)
21' GARAGE
REAR: 5'
SIDES: 5'
15' CORNER LOTS

SITE DATA:

FUTURE LAND USE: MIXED USE
ZONING: PD15-00012

SITE DATA TABLE	PHASE 3
TOTAL LAND AREA	269.39
UTILITY TRACTS	0.08
STORMWATER MANAGEMENT AREAS	66.21
OPEN SPACE	4.84
ACTIVE RECREATION	17.27
PASSIVE RECREATION	44.09
LOTS	102.12
RIGHT-OF-WAY	34.78
RESIDENTIAL LOTS	
40' SF DETACHED - TYPE A LOTS	393
50' SF DETACHED - TYPE B LOTS	207
60' SF DETACHED - TYPE C LOTS	102
22' SF TOWNHOME LOTS - TYPE T LOTS	122
TOTAL LOTS	824

MINIMUM CONDITIONED FLOOR AREA = 1,672 S.F.

RECREATION/PARKS

RECREATION/PARKS	REQUIRED	TOTAL PROVIDED
824 LOTS X 2.8 PERSONS/HOUSEHOLD = 2307 RESIDENTS		
COMMUNITY/NEIGHBORHOOD CENTER REQUIRED - 1 ACRE PER 1000 RESIDENTS	2.31 ACRES	21.00 ACRES
PARKS REQUIRED - 6 ACRES PER 1000 RESIDENTS	13.84 ACRES	49.92 ACRES
TRAILS REQUIRED - 1 MILE PER 1500 RESIDENTS	1.54 MILES	4.76 MILES

ADT (824 UNITS) = 8,240 TRIPS TOTAL PEAK = 815.76 TRIPS
ALL EXISTING ROADS ARE ALL LOCAL STREETS WITH 50' R.O.W. & 25 MPH POSTED SPEED LIMIT, UNLESS OTHERWISE NOTED.

RECREATION FACILITIES WILL CONSIST OF BUT NOT LIMITED TO:

- PLAY FIELD
- BENCHES
- PAVILIONS
- WALKING PATHS / TRAILS
- OPEN FIELD PARKING
- PICNIC AREAS
- POOL / CABANA
- TOT LOT / PARK

BOYD CIVIL ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407)994-2693
Certificate of Auth. 29791

Civil Engineer
XABIER S. GUTIERREZ
No. 51951
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Rev.	Date	Description	Chk. By
1	11.09.18	REVISED PER COUNTY COMMENTS	

KINDRED PHASE 3
OSCEOLA COUNTY, FLORIDA
PREPARED FOR: DR. HORTON

SITE PLAN

Date: 11/13/2018
Scale: AS SHOWN
Project No.: 1007.021
Drawn By: RAP
Designed By: RAP
Checked By: XJG

SHEET NO.
C3.00

PD15-00012
PS18-00024

Project: November 13, 2018 2:18:57 PM
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COLOR LEGEND

- 22' WIDE MIN. TOWNHOMES (FRONT / REAR LOADED)
- 40' WIDE SINGLE FAMILY
- 50' WIDE SINGLE FAMILY
- RECREATION
- PAVEMENT
- STORM WATER POND
- OPEN SPACE
- UTILITY TRACT
- SIDEWALK
- EXISTING TREE

LEGEND

- PROPERTY BOUNDARY
- MITIGATION BANK BOUNDARY
- TRACT/LOT LINE
- LOT LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- EXISTING DRAINAGE EASEMENT
- SETBACKS

PARKING CALCULATIONS:

EACH LOT WILL HAVE A MINIMUM OF 3 PARKING SPACES (A COMBINATION OF GARAGE, DRIVEWAY AND ON-STREET PARKING).

NOTES:

- ALL PEDESTRIAN CROSSINGS SHALL BE WARRANTED AND SHALL BE SIGNED AND STRIPED IN ACCORDANCE WITH FOOT STANDARDS AND MUTCD.
- WATER SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- RECLAIM SERVICE PROVIDED BY TOHO WATER AUTHORITY.
- FORCE MAIN CONNECTION KINGS HIGHWAY.
- STORMWATER TREATMENT PROVIDED BY MASTER PERMIT FOR PROJECT.
- ANY CONSTRUCTION MODIFICATION WILL BE SUBMITTED TO SFWM.
- DUMPSTER FOR TOWNHOME UNITS WILL BE PROVIDED AT AMENITY CENTER.

SITE DATA:

MIN. LOT AREA = 0.06 AC.
 MIN. LOT WIDTH = 22'

SINGLE FAMILY SETBACKS:
 FRONT: 5' PRINCIPAL STRUCTURE, (25' MAX.)
 REAR: 5'
 SIDES: 5'
 15' CORNER LOTS

TOWNHOME SETBACKS:
 FRONT: 5' PRINCIPAL STRUCTURE, (25' MAX.)
 REAR: 5'
 SIDES: 10' CORNER LOTS

PD19-00010 Kindred Development Program

Phase	TH's	40's	50's	60's	Total	MF	Retail	Office	Civic
1	164	0	489	240	893				
2	142	190	321	106	759				
3	122	393	207	100	822				
4						639	350,000	100,000	100,000
5*	168	108	68	0	344				
TOTALS	596	691	1085	446	2818	639	350,000	100,000	100,000
APPROVED PMUD					2976	639	350,000	100,000	100,000
REMAINING					158				

SITE DATA:

FUTURE LAND USE: MIXED USE
 ZONING: PD19-00010

SITE DATA TABLE	PHASE 5
TOTAL LAND AREA (AC.)	82.67
UTILITY TRACTS (AC.)	0.06
STORMWATER MANAGEMENT AREAS (AC.)	7.12
OPEN SPACE (AC.)	23.06
RIGHT-OF-WAY (AC.)	16.31
RESIDENTIAL LOTS	
40' SF DETACHED - TYPE A LOTS	108
50' SF DETACHED - TYPE B LOTS	68
22' SF TOWNHOME LOTS - TYPE T LOTS	168
TOTAL LOTS	344

MINIMUM CONDITIONED FLOOR AREA = 1,672 S.F.

RECREATION/PARKS	REQUIRED	TOTAL PROVIDED
344 LOTS X 2.8 PERSONS/HOUSEHOLD = 963 RESIDENTS		19.75 ACRES
COMMUNITY/NEIGHBORHOOD CENTER REQUIRED - 1 ACRE PER 1000 RESIDENTS	.96 ACRES	(SEPARATE PERMIT) 19.75 ACRES
PARKS REQUIRED - 6 ACRES PER 1000 RESIDENTS	5.76 ACRES	10.16 ACRES
TRAILS REQUIRED - 1 MILE PER 1500 RESIDENTS	1.56 MILES	2 MILES

ADT (344 UNITS) = 3440 TRIPS TOTAL PEAK = 344 TRIPS
 ALL EXISTING ROADS ARE ALL LOCAL STREETS WITH 50' R.O.W. & 25 MPH POSTED SPEED LIMIT, UNLESS OTHERWISE NOTED.

- RECREATION FACILITIES WILL CONSIST OF BUT NOT LIMITED TO:
- PLAY FIELD
 - BENCHES
 - PAVILIONS
 - WALKING PATHS / TRAILS
 - OPEN FIELD PARKING
 - PICNIC AREAS
 - POOL / CABANA
 - TOT LOT / PARK

BOYD CIVIL ENGINEERING
 6816 Hanging Moss Road
 Orlando, Florida 32803
 Office: (407) 944-2693
 Certificate of Auth. 29791

Civil Engineer
 XABIELO SUAREZ-AGUIA, P.E.
 No. 31951
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

Rev.	Date	Description	By	Check By
08.15.22		COUNTY COMMENTS/REVISED PLAN	XIG	XIG
02.01.22		COUNTY COMMENTS	XIG	XIG

KINDRED PHASE 5 PSP
 OSCEOLA COUNTY, FLORIDA
 PREPARED FOR: DR. HORTON

OVERALL SITE PLAN

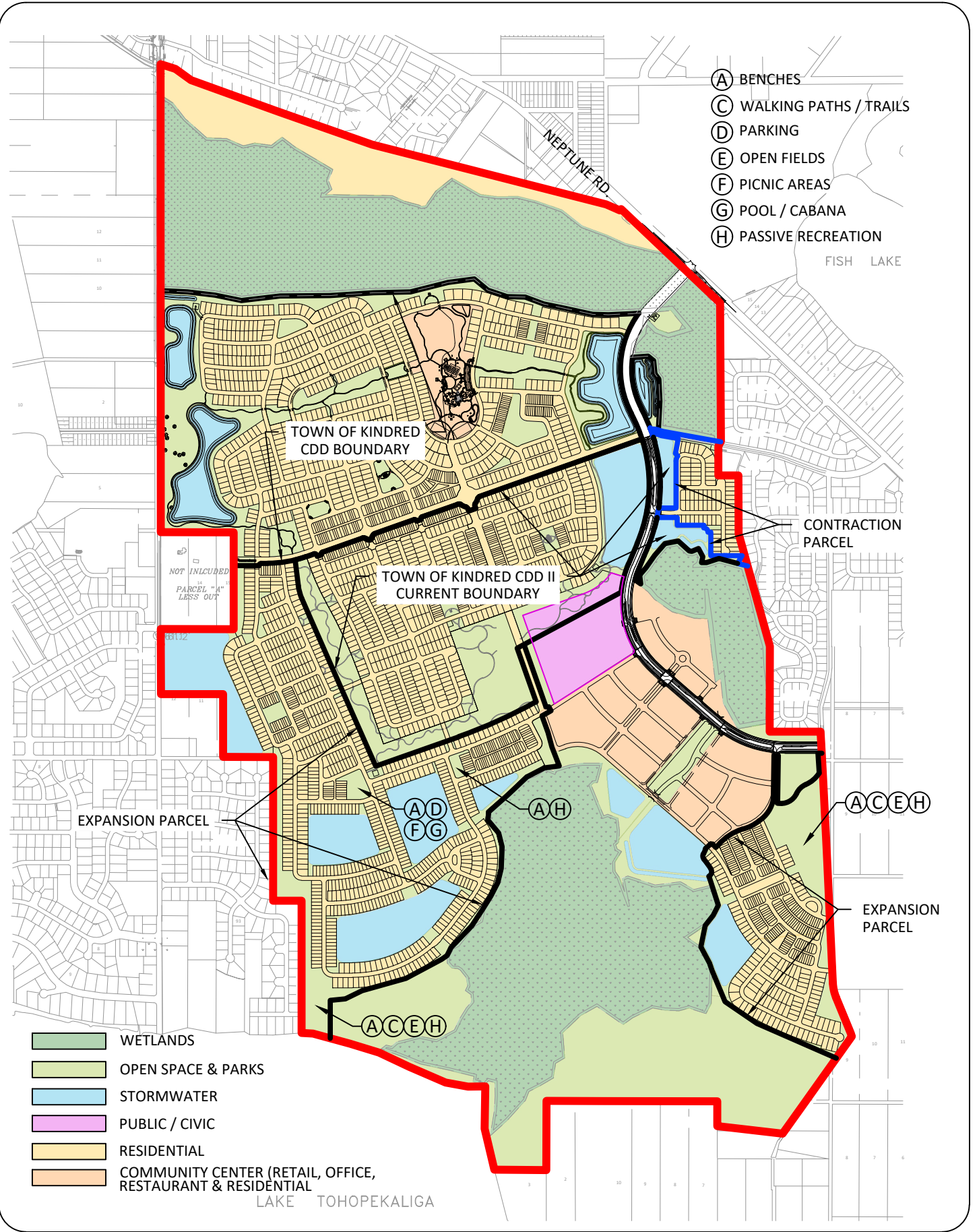
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 Scale: AS SHOWN
 Project No.: 1007.023
 Drawn By: RF
 Designed By: RF
 Checked By: XJG

SHEET NO.
C3.00

REVISED LAYOUT PLAN AND SITE DATA

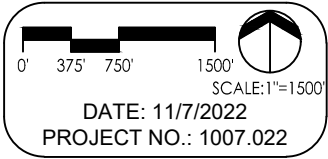
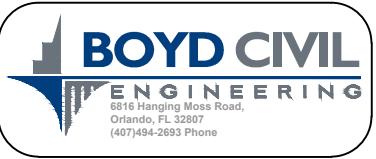
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Project: November 7, 2022, 9:54:42 AM
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- WETLANDS
- OPEN SPACE & PARKS
- STORMWATER
- PUBLIC / CIVIC
- RESIDENTIAL
- COMMUNITY CENTER (RETAIL, OFFICE, RESTAURANT & RESIDENTIAL)

- (A) BENCHES
- (C) WALKING PATHS / TRAILS
- (D) PARKING
- (E) OPEN FIELDS
- (F) PICNIC AREAS
- (G) POOL / CABANA
- (H) PASSIVE RECREATION



KINDRED MASTER PLAN

Tab 7

[This instrument prepared by and return to:

PER SECTION 4.03 INSERT COUNTY RECORDING INFO]

**INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY, FLORIDA AND
THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES**

THIS INTERLOCAL AGREEMENT (the “**Interlocal Agreement**”), dated as of _____, 2022, is entered into by and between **Osceola County, Florida** (the “**County**”), a political subdivision of the State of Florida and the **Town of Kindred Community Development District II** (the “**District**” or “**Petitioner**”), a community development district created pursuant to the provisions of Chapter 190, *Florida*, with its District Manager being Rizzetta & Company, Inc., with offices located at 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614.

RECITALS:

WHEREAS, on January 13, 2020, upon petition by D.R. Horton, Inc. (the “**Landowner**”), the County enacted Ordinance No. 2020-16, establishing the District (the “**Establishing Ordinance**”); and

WHEREAS, the Establishing Ordinance provided for, and the original District encompassed approximately 218.797 acres of land located within the original boundaries of the District (“**Original Boundary**”); and

WHEREAS, on or about January 13, 2020, the Landowner and County entered into that *Petitioner’s Agreement Regarding the Town of Kindred Community Development District II*, dated January 13, 2020 (“**Petitioner’s Agreement**”), which provided, among other things, a list of Enhancements (as defined in the Petitioner’s Agreement) intended to be delivered by Landowner to the residents of the Property, defined below, which will exceed the County’s design standards or otherwise deliver infrastructure or services that would not, without the District, ordinarily be provided by the County; and

WHEREAS, District, with the consent of the Landowner as fee simple owner of the Expansion Parcels (hereinafter defined) and Contraction Parcel (hereinafter defined) both of which are located in the County, did file with the County on September 6, 2022, the *Petition to Amend the Boundaries of the Town of Kindred Community Development District II*, as amended and supplemented by that *Amended and Restated Petition to Amend the Boundaries of the Town of Kindred Community Development District II* submitted on November 22, 2022 (together, the “**Petition**”) to add approximately 384.319 acres of real property known as Expansion Parcels (as

defined and identified in the Petition) to the Original Boundary and to remove approximately 18.437 acres of real property known as Contraction Parcel (as defined and identified in the Petition) from the Original Boundary; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the “**County Board**”), on December 19, 2022, granted the Petition; and

WHEREAS, on December 19, 2022, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. _____, amending the Establishing Ordinance (“**Amending Ordinance**” and together with the Establishing Ordinance, the “**Ordinance**”) to the Expansion Parcels to and to remove the Contraction Parcel from the District’s boundaries; and

WHEREAS, the District, as amended, consists of that real property wholly within the boundaries described in the Ordinance, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**” or “**Development**”); and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(2)(a) and 190.012(2)(d), *Florida Statutes*, as amended, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the District has previously indicated its intent to enter into an Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District’s boundaries and (ii) provide that annual notice be given by the District to all landowners within the District

regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Chapter 163, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “**Cooperation Act**”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04. Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022, *Florida Statutes*, respectively.

“Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, *Florida Statutes*, as amended from time to time.

“Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

ARTICLE II - DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. **Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.102(2)(a) and 190.012(2)(d), *Florida Statutes*, as amended.

B. **Acknowledgment of Powers.** The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c), 190.012(2)(e), and 190.012(2)(f), *Florida Statutes*, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01. Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, *Florida Statutes*, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a “Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments” and a “Notice of Lien,” (or similar notices) at the time any future Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District
Disclosure of Public Financing
This Interlocal Agreement

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), *Florida Statutes*, the District hereby agrees to publish in a newspaper that meets the requirements of Section 189.015, *Florida Statutes*, once a year a notice of the District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("**District Meeting Schedule**"), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as required by Florida Statutes.

ARTICLE IV ACKNOWLEDGEMENT OF ENHANCED IMPROVEMENTS

Section 4.01. Acknowledgement of Enhancements. The District hereby acknowledges that the following Enhancements, as identified in the attached **Exhibit B**:

- A. **Trail Network, Connections and Enhancements:** trail network will be expanded throughout subsequent Development phases.
- B. **Enhanced Landscaping:** the Development contemplates having trees in and around areas where residents may enjoy sidewalk trails. The District residents may be provided enhanced entry features that could include ID signage, water elements, decorative lighting, windmills, and towers. The upgraded landscaping along the framework and local streets, public areas, and the enhanced hardscape items provide a lifestyle that exceeds the County's minimum standards.
- C. **Enhanced Recreational Opportunities:** passive and active parks along with other recreational spaces are available to District residents. Active park uses may include, but are not limited to: tot lots, playground, ball fields, outdoor fitness areas, amenity centers and similar recreational uses. Passive park uses may potentially include trail heads with reflection areas, benches, picnic tables, and pavilions.
- D. **Enhanced Open Space:** it is intended for the District to own and maintain various pocket parks and open space throughout the Development.
- E. **Maintenance of Enhancements:** All of the Enhancements are expected to be ultimately owned and maintained by the District (or in some cases, a homeowners' association), which relieves the County from maintenance obligations. This provides for

an enhanced overall development and for the long-term maintenance of these Enhancements by a governmental entity or a statutory association.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

Section 5.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County shall notify the District that the County intends to elect to designate an individual within County staff (the "**CDD Coordinator**") as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail ("email"), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:	County Attorney County Administration Building 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741
-------------------	--

If to the District:	Town of Kindred Community Development District II Rizzetta & Company, Inc. 3434 Colwell Avenue, Unit 200 Tampa, Florida 33614 Attn: District Manager
---------------------	---

With Copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
---------------	---

Section 5.02. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 5.03. Filing and Recording. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

Section 5.04. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 5.05. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Statute shall automatically amend this Interlocal Agreement.

Section 5.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 5.07. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**BOARD OF COUNTY
COMMISSIONERS OF OSCEOLA
COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

ATTEST:

By: _____

Name: _____

Title: _____

Name: _____

**STATE OF FLORIDA)
COUNTY OF OSCEOLA)**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202 , by _____, as _____ for the Town of Kindred Community Development District II, and who has acknowledged that he has executed the same on behalf of the Town of Kindred Community Development District II and is personally known to me or has produced valid identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

Legal Description of the District with Expansion Parcels added and Contraction Parcel removed

KINDRED II AMENDED CDD

PART ONE:

A portion of Blocks 7, 8, 17 and 18, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION No. 1 as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida; Tract FD-1, KINDRED PHASE 1FB, as recorded in Plat Book 28, Pages 22 through 25 of the Public Records of Osceola County, Florida; all of KINDRED PHASE 2A, as recorded in Plat Book 28, Pages 133 through 136 of the Public Records of Osceola County, Florida; all of KINDRED PHASE 2C1, as recorded in Plat Book 28, Pages 110 and 111 of the Public Records of Osceola County, Florida; all of KINDRED PHASE 2C AND 2D, as recorded in Plat Book 30, Page 74 through 80 of the Public Records of Osceola County, Florida and all of KINDRED PHASE 2 AMENITY CENTER, as recorded in Plat Book 30, Page 159 of the Public Records of Osceola County, Florida all lying in Section 36, Township 25 South, Range 29 East, Section 1, Township 26 South, Range 29 East and Section 31, Township 25 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 25 South, Range 29 East, Osceola County, Florida; thence run S89°48'53"E, a distance of 20.00 feet to a point on the East Right of Way of Kings Highway and the POINT OF BEGINNING; thence run N00°01'34"W, along said East Right of Way, a distance of 178.70 feet; thence run S89°48'53"E, a distance of 844.84 feet; thence run N00°01'33"W, a distance of 749.66 feet to the Southwest corner of Tract RW-1, KINDRED PHASE 1FB, as recorded in Plat Book 28, Pages 22 through 25 of the Public Records of Osceola County, Florida; thence along the South line of said Tract RW-1 and along the South Right of Way line of Red Canyon Drive the following thirty-three (33) courses: run N89°58'27"E, a distance of 220.00 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = S45°01'33"E, Chord = 35.36 feet) to the Point of Tangency; thence run S00°01'33"E, a distance of 27.11 feet; thence run N89°58'27"E, a distance of 50.00 feet; thence run N00°01'33"W, a distance of 28.11 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of

90°00'00"; thence run Northeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N44°58'27"E, Chord = 35.36 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 1,423.98 feet and a Central Angle of 25°24'48"; thence run Easterly along the arc of said curve, a distance of 631.60 feet (Chord Bearing = N79°54'49"E, Chord = 626.44 feet) to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = S64°29'29"E, Chord = 35.36 feet) to the Point of Tangency; thence run S19°29'29"E, a distance of 46.78 feet; thence run N71°01'53"E, a distance of 50.00 feet; thence run N19°29'29"W, a distance of 46.24 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N25°30'31"E, Chord = 35.36 feet) to the Point of Tangency; thence run N70°30'31"E, a distance of 494.40 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of 46°22'12"; thence run Easterly along the arc of said curve, a distance of 20.23 feet (Chord Bearing = S86°18'23"E, Chord = 19.69 feet) to a Point of Reverse Curve, concave to the North, having a Radius of 75.00 feet and a Central Angle of 16°21'37"; thence run Easterly along the arc of said curve, a distance of 21.42 feet (Chord Bearing = S71°18'05"E, Chord = 21.34 feet) to a Point of Reverse Curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 59°59'25"; thence run Southeasterly along the arc of said curve, a distance of 26.18 feet (Chord Bearing = S49°29'11"E, Chord = 25.00 feet) to the Point of Tangency; thence run S19°29'29"E, a distance of 33.82 feet; thence run N71°01'53"E, a distance of 50.00 feet; thence run N19°29'29"W, a distance of 34.25 feet to the Point of Curvature of a curve concave to the East, having a Radius of 25.00 feet and a Central Angle of 60°00'35"; thence run Northerly along the arc of said curve, a distance of 26.18 feet (Chord Bearing = N10°30'49"E, Chord = 25.00 feet) to a Point of Reverse Curve, concave to the Northwest, having a Radius of 75.00 feet and a Central Angle of 16°22'46"; thence run Northeasterly along the arc of said curve, a distance of 21.44 feet (Chord Bearing = N32°19'43"E, Chord = 21.37 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 46°22'12"; thence run Northeasterly along the arc of said curve, a distance of 20.23 feet (Chord Bearing = N47°19'26"E, Chord = 19.69 feet) to the Point of Tangency; thence run N70°30'31"E, a distance of 486.18 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = S64°29'29"E, Chord = 35.36 feet) to the Point of Tangency; thence run

S19°29'29"E, a distance of 56.96 feet; thence run N71°01'53"E, a distance of 50.00 feet; thence run N19°29'29"W, a distance of 57.42 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northeasterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N25°30'31"E, Chord = 35.36 feet) to the Point of Tangency; thence run N70°30'31"E, a distance of 447.47 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of 61°35'04"; thence run Easterly along the arc of said curve, a distance of 26.87 feet (Chord Bearing = S78°41'56"E, Chord = 25.60 feet) to a Point of Reverse Curve, concave to the North, having a Radius of 120.00 feet and a Central Angle of 123°10'08"; thence run Easterly along the arc of said curve, a distance of 257.96 feet (Chord Bearing = N70°30'31"E, Chord = 211.08 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 61°35'04"; thence run Northeasterly along the arc of said curve, a distance of 26.87 feet (Chord Bearing = N39°42'59"E, Chord = 25.60 feet) to the Point of Tangency; thence run N70°30'31"E, a distance of 1,977.92 feet to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 92°35'35"; thence run Southeasterly along the arc of said curve, a distance of 40.40 feet (Chord Bearing = S63°11'41"E, Chord = 36.15 feet) to a point on the westerly Right of Way of Cross Prairie Parkway, being a point on a Non-Tangent curve, concave to the West, having a Radius of 1,735.00 feet and a Central Angle of 40°08'49"; thence along said westerly Right of Way the following three (3) courses: run Southerly along the arc of said curve, a distance of 1,215.71 feet (Chord Bearing = S03°10'30"W, Chord = 1,190.99 feet) to the Point of Tangency; thence run S23°14'55"W, a distance of 254.14 feet to the Point of Curvature of a curve concave to the East, having a Radius of 1,115.00 feet and a Central Angle of 17°31'21"; thence run Southerly along the arc of said curve, a distance of 341.00 feet (Chord Bearing = S14°29'14"W, Chord = 339.67 feet); thence leaving said Right of Way, run S61°38'37"W, a distance of 1,280.44 feet; thence run S19°29'29"E, a distance of 834.82 feet; thence run S61°12'53"W, a distance of 81.27 feet; thence run S20°02'38"E, a distance of 205.99 feet; thence run S15°30'02"E, a distance of 172.65 feet; thence run S20°57'18"E, a distance of 237.07 feet; thence run S83°02'05"W, a distance of 174.00 feet; thence run S62°40'54"W, a distance of 228.26 feet; thence run S46°26'21"W, a distance of 306.21 feet; thence run S48°41'31"W, a distance of 295.95 feet; thence run S04°49'15"W, a distance of 96.05 feet; thence run S40°15'36"E, a distance of 193.41 feet; thence run S13°29'29"E, a distance of 165.14 feet; thence run S02°13'39"W, a distance of 250.77 feet; thence run S13°37'45"W, a distance of 168.77 feet; thence run S26°54'48"W, a distance of 175.28 feet; thence run S31°57'44"W, a distance of 179.96 feet; thence run

S33°28'10"W, a distance of 233.27 feet; thence run S43°27'28"W, a distance of 346.11 feet; thence run S26°54'47"W, a distance of 103.05 feet; thence run S54°41'14"W, a distance of 78.30 feet; thence run S62°02'57"W, a distance of 468.51 feet; thence run S74°10'51"W, a distance of 526.72 feet; thence run S64°05'32"W, a distance of 217.33 feet; thence run S84°33'51"W, a distance of 175.64 feet; thence run S00°01'26"W, a distance of 439.90 feet; thence run N74°40'30"W, a distance of 207.35 feet; thence run N86°38'08"W, a distance of 133.33 feet; thence run N00°01'26"E, a distance of 1,532.77 feet; thence run N89°53'44"W, a distance of 330.00 feet; thence run N00°01'13"E, a distance of 1,664.36 feet; thence run N89°37'57"W, a distance of 579.02 feet; thence run N00°00'13"E, a distance of 725.93 feet; thence run N89°57'29"W, a distance of 720.66 feet to a point on the aforementioned East Right of Way of Kings Highway; thence run N00°14'58"W, along said East Right of Way, a distance of 578.06 feet to the POINT OF BEGINNING.

Containing 428.568 acres, more or less.

PART TWO:

Tract R and Tract X, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida.

LESS the following described parcel:

A portion of Tract R, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida being described as follows:

BEGIN at the Southeast corner of Lot 692, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida; thence run S00°00'00"E, along the West Right of Way line of Aldenwood Place, a distance of 53.81 feet; thence run N90°00'00"W, along the North line of Lot 693, said KINDRED PHASE 2B, a distance of 120.00 feet; thence run S00°00'00"E, along the West line of said Lot 693, a distance of 26.19 feet; thence run N90°00'00"W, a distance of 30.00 feet to a point on a Non-Tangent curve, concave Southwesterly, having a Radius of 50.00 feet and a Central Angle of 90°00'00"; thence run Northwesterly along the arc of said curve, a distance of 78.54 feet (Chord Bearing = N45°00'00"W, Chord = 70.71 feet); thence run N00°00'00"E, a distance of 30.00 feet to a point on the North line of aforesaid Tract R; thence run N90°00'00"E, along said North line, a distance of 200.00 feet to the POINT OF BEGINNING.

Containing 10,894 square feet or 0.250 acres, more or less.

ALSO LESS:

A portion of Tract R, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida being described as follows:

BEGIN at the Northwest corner of Lot 683, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida; thence run S00°00'00"E, along the West line of said Lot 683, a distance of 28.70 feet; thence run S90°00'00"W, a distance of 232.05 feet to a point on the East Right of Way of Cross Prairie Parkway, being a point on a Non-Tangent curve concave Westerly, having a Radius of 1865.00 feet and a Central Angle of 00°26'13"; thence run Northerly along the arc of said curve, a distance of 14.22 feet (Chord Bearing = N11°33'04"E, Chord = 14.22 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°45'07" being on the South Right of Way line of Ranch Side Road; thence along said South Right of Way line the following three (3) courses: run Northeasterly along the arc of said curve, a distance of 38.73 feet (Chord Bearing = N55°42'31"E, Chord = 34.97 feet) to a point of Reverse Curve, concave to the North, having a Radius of 650.00 feet and a Central Angle of 15°56'51"; thence run Easterly along the arc of said curve, a distance of 180.92 feet (Chord Bearing = S87°53'21"E, Chord = 180.34 feet) to a Point of Reverse Curve, concave to the South, having a Radius of 575.00 feet and a Central Angle of 02°00'37"; thence run Easterly along the arc of said curve, a distance of 20.17 feet (Chord Bearing = N85°08'32"E, Chord = 20.17 feet) to the POINT OF BEGINNING.

Containing 6,146 square feet or 0.141 acres, more or less.

ALSO LESS:

A portion of Tract X, KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida being described as follows:

Commence at the centerline intersection of Bridge Brook Drive and Ranch Side Road as shown on the plat of KINDRED PHASE 2B, as recorded in Plat Book 31, Pages 191 through 194 of the Public Records of Osceola County, Florida; thence run N00°00'00"E along the centerline of said Bridge Brook Drive, a distance of 55.58 feet; thence run N90°00'00"W, a distance of 25.00 feet to the POINT OF BEGINNING; thence run S00°00'00"E, along the West Right of Way line of said Bridge Brook Drive, a distance of 9.34 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 25.00 feet and a

Central Angle of 85°08'36"; thence run Southwesterly along the arc of said curve, a distance of 37.15 feet (Chord Bearing = S42°34'18"W, Chord = 33.83 feet) to a Point of Compound Curve, concave to the North, having a Radius of 600.00 feet and a Central Angle of 14°59'16" being on the North Right of Way of Ranch Side Road; thence run Westerly along the arc of said curve, and said North Right of Way, a distance of 156.95 feet (Chord Bearing = N87°21'46"W, Chord = 156.51 feet) to a Point of Compound Curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 85°28'32"; thence run Northwesterly along the arc of said curve, a distance of 37.30 feet (Chord Bearing = N37°07'52"W, Chord = 33.93 feet); thence run N90°00'00"E, a distance of 199.71 feet to the POINT OF BEGINNING.

Containing 6,411 square feet or 0.147 acres, more or less.

Remainder of Tract R contains 5.994 acres, more or less.

Remainder of Tract X contains 3.904 acres, more or less.

PART TWO contains 9.898 acres, more or less, in total.

PART THREE:

Lot 3 and a portion of Lots 1, 2, 4, 5, 6 and 16, Block 21 and a portion of Lots 1 through 5, Block 22 and a portion of Lot 8, Block 23 and a portion of Lot 9, Block 26 and platted Right of Ways therein, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida, all lying in Section 6, Township 26 South, Range 30 East, Osceola County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract C-2, TOHOQUA – PHASE 2, as recorded in Plat Book 29, Pages 187 through 192 of the Public Records of Osceola County, Florida; thence run S61°30'16"W, a distance of 38.60 feet to a point on the West Right of Way line of MACY ISLAND ROAD as depicted in County Road Map Book 1, Pages 82 through 89 and the POINT OF BEGINNING; thence along said West Right of Way line the following five (5) courses: run S02°38'20"E, a distance of 1,515.37 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 500.00 feet and a Central Angle of 19°48'25"; thence run Southerly along the arc of said curve, a distance of 172.85 feet (Chord Bearing = S12°32'38"E, Chord = 171.99 feet); thence run S22°26'43"E, a distance of 439.19 feet; thence run S18°36'26"E, a distance of 44.28 feet; thence run S35°21'22"W, a distance of 312.13 feet; thence leaving

said West Right of Way, run N66°17'37"W, a distance of 1,005.43 feet; thence run N55°36'33"W, a distance of 446.39 feet; thence run N22°37'02"W, a distance of 389.08 feet; thence run N18°36'41"W, a distance of 93.59 feet; thence run N28°13'46"W, a distance of 212.09 feet; thence run N11°28'51"E, a distance of 253.45 feet; thence run N38°25'30"E, a distance of 148.37 feet; thence run N26°30'00"E, a distance of 130.74 feet; thence run N17°46'47"W, a distance of 351.23 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 60.00 feet and a Central Angle of 95°56'58"; thence run Northerly along the arc of said curve, a distance of 100.48 feet (Chord Bearing = N15°43'37"E, Chord = 89.14 feet) to a Point of Compound Curve, concave to the Southwest, having a Radius of 1,040.00 feet and a Central Angle of 07°38'28"; thence run Northwesterly along the arc of said curve, a distance of 138.70 feet (Chord Bearing = N36°04'06"W, Chord = 138.59 feet) to a Point of Reverse Curve, concave to the East, having a Radius of 60.00 feet and a Central Angle of 65°14'55"; thence run Northerly along the arc of said curve, a distance of 68.33 feet (Chord Bearing = N07°15'53"W, Chord = 64.70 feet); thence run N25°21'35"E, a distance of 53.36 feet to the Point of Curvature of a curve concave to the West, having a Radius of 60.00 feet and a Central Angle of 13°19'00"; thence run Northerly along the arc of said curve, a distance of 13.95 feet (Chord Bearing = N18°42'05"E, Chord = 13.91 feet); thence run N45°52'31"E, a distance of 86.68 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 25.00 feet and a Central Angle of 87°39'32"; thence run Easterly along the arc of said curve, a distance of 38.25 feet (Chord Bearing = S87°57'17"E, Chord = 34.63 feet); thence run N48°10'04"E, a distance of 48.80 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 275.00 feet and a Central Angle of 18°04'24"; thence run Northeasterly along the arc of said curve, a distance of 86.75 feet (Chord Bearing = N57°12'16"E, Chord = 86.39 feet) to the Point of Tangency; thence run N66°14'28"E, a distance of 453.55 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 275.00 feet and a Central Angle of 65°27'53"; thence run Northeasterly along the arc of said curve, a distance of 314.21 feet (Chord Bearing = N33°30'31"E, Chord = 297.39 feet) to the Point of Tangency; thence run N00°46'35"E, a distance of 499.48 feet to the Point of Curvature of a curve concave to the East, having a Radius of 175.00 feet and a Central Angle of 04°01'26"; thence run Northerly along the arc of said curve, a distance of 12.29 feet (Chord Bearing = N02°47'18"E, Chord = 12.29 feet); thence run S85°12'58"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 125.00 feet and a Central Angle of 04°01'50"; thence run Southerly along the arc of said curve, a distance of 8.79 feet (Chord Bearing = S02°47'30"W, Chord = 8.79 feet); thence run S00°46'35"W, a distance of 499.48 feet to the Point of Curvature of a curve concave to the West,

having a Radius of 325.00 feet and a Central Angle of 07°34'18"; thence run Southerly along the arc of said curve, a distance of 42.95 feet (Chord Bearing = S04°33'44"W, Chord = 42.92 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 199.16 feet and a Central Angle of 78°01'36"; thence run Northeasterly along the arc of said curve, a distance of 271.23 feet (Chord Bearing = N63°09'53"E, Chord = 250.75 feet) to a Point of Reverse Curve, concave to the Southeast, having a Radius of 201.74 feet and a Central Angle of 43°15'20"; thence run Northeasterly along the arc of said curve, a distance of 152.30 feet (Chord Bearing = N45°46'45"E, Chord = 148.71 feet) to a Point of Reverse Curve, concave to the Northwest, having a Radius of 330.47 feet and a Central Angle of 35°27'19"; thence run Northeasterly along the arc of said curve, a distance of 204.50 feet (Chord Bearing = N49°40'45"E, Chord = 201.25 feet); thence run N03°15'28"W, a distance of 234.79 feet to a point on the South Right of Way line of CROSS PRAIRIE PARKWAY as described in Official Records Book 3776, Page 633 of the Public Records of Osceola County, Florida; thence run N90°00'00"E, along said South Right of Way line, a distance of 43.61 feet to a point on the aforesaid West Right of Way of MACY ISLAND ROAD; thence along said West Right of Way the following two (2) courses: run S03°07'07"E, a distance of 301.30 feet; thence run S02°52'53"E, a distance of 853.91 feet to the POINT OF BEGINNING.

Containing 82.673 acres, more or less.

TOGETHER WITH:

CONSERVATION EASEMENT #1 REVISION 2

A portion of Lots 11 through 15, Block 24, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida being more particularly described as follows:

Commence at the Northwest corner of Tract A, CANE BRAKE, according to the plat thereof, as recorded in Plat Book 5, Pages 28-30; thence S00°20'01"E, along the West line of said Tract A, a distance of 94.48 feet to the Point of Beginning; thence continue S00°20'01"E, a distance of 544.18 feet; thence S35°54'35"W, a distance of 70.00 feet; thence S03°07'45"W, along the West line of CANE BRAKE PHASE 2, according to the plat thereof, as recorded in Plat Book 5, Page 168 and aforesaid CANE BRAKE, a distance of 901.28 feet to a point on the North Right of Way line of Henry Partin Road; thence N79°44'34"W, along said North Right of Way line, a distance of 599.37 feet; thence departing said North Right of Way line, run N67°54'05"W, a distance of 32.39 feet; thence N39°23'46"E, a distance of 68.62

feet; thence the following fifteen (15) courses and distances along the East line of Tract 2, KINDRED PHASE 1A AND 1B, according to the plat thereof, as recorded in Plat Book 24, Pages 8-16; thence N03°00'10"E, a distance of 283.78 feet; thence N02°49'44"W, a distance of 275.14 feet; thence N36°46'55"W, a distance of 76.09 feet; thence N05°10'05"W, a distance of 159.14 feet; thence N51°40'53"W, a distance of 126.72 feet; thence S85°44'17"W, a distance of 167.56 feet; thence N09°57'33"E, a distance of 90.01 feet; thence N40°47'37"E, a distance of 168.66 feet; thence N07°08'46"E, a distance of 108.33 feet; thence S45°05'14"E, a distance of 127.11 feet; thence S69°35'31"E, a distance of 168.44 feet; thence N73°32'03"E, a distance of 298.11 feet; thence N39°52'31"W, a distance of 365.71 feet; thence S84°24'16"W, a distance of 132.33 feet to the East line of Tract 56 of said KINDRED PHASE 1A AND 1B; thence departing said East line of Tract 2, run N43°32'17"E, along said East line of Tract 56, a distance of 467.66 feet; thence departing said East line, run S46°11'42"E, a distance of 239.30 feet; thence S40°52'06"E, a distance of 285.44 feet to the Point of Beginning.

Containing 1,046,808 square feet or 24.03 acres, more or less.

TOGRETHER WITH:

CONSERVATION EASEMENT #2 (REVISION 2)

A portion of Lots 1 through 8, and 11 through 16, Block 23, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida being more particularly described as follows:

Begin at the Southwest corner of Lot 99, THE WOODS AT KINGS CREST IV, as recorded in Plat Book 10, Page 88 of the Public Records of Osceola County, Florida;

thence S89°55'35"E, along the South line of THE WOODS AT KINGS CREST IV, a distance of 589.63 feet to the West Right of Way line of Macy Island Road; thence S03°07'07"E, along said West Right of Way line, a distance of 118.52 feet to the North Right of Way line of Cross Prairie Parkway; thence departing said West Right of Way line, run the following two (2) courses and distances along the North Right of Way line Cross Prairie Parkway; thence N90°00'00"W, a distance of 412.47 feet to the Point of Curvature of a Curve, Concave to the North, having a Radius of 1,135.00 feet and a Central Angle of 29°25'56"; thence run Westerly along the Arc of said curve, a distance of 583.03 feet (Chord Bearing = N75°17'02"W, Chord = 576.65 feet) to the South corner of Lot 3, KINDRED COMMERCIAL, according to the plat thereof, as

recorded in Plat Book 31, Pages 157-158; thence the following thirteen (13) courses and distances along the Easterly line of said Lot 3; thence departing said North Right of Way line, run N29°25'56"E, a distance of 5.33 feet; thence N29°22'41"W, a distance of 341.19 feet; thence N06°16'10"W, a distance of 289.10 feet; thence S52°56'15"W, a distance of 76.88 feet; thence N06°55'16"W, a distance of 363.54 feet; thence N06°24'23"W, a distance of 140.57 feet; thence N06°52'45"W, a distance of 236.62 feet; thence N87°08'30"W, a distance of 151.20 feet; thence N74°06'13"W, a distance of 271.78 feet; thence N54°53'52"W, a distance of 249.88 feet; thence N39°51'44"W, a distance of 116.72 feet; thence N54°30'15"W, a distance of 98.56 feet; thence N07°13'09"W, a distance of 34.03 feet to a point on the South line of Tract R, KINDRED PHASE 2B, according to the plat thereof, as recorded in Plat Book 31, Pages 191-194 of the Public Records of Osceola County, Florida; thence the following thirteen (13) courses and distance along the East and South line of said Tract R; thence N41°02'08"E, a distance of 115.41 feet; thence N34°37'09"E, a distance of 175.70 feet; thence N40°54'51"E, a distance of 178.23 feet; thence N79°36'48"E, a distance of 158.67 feet; thence S47°30'33"E, a distance of 170.22 feet; thence S80°38'33"E, a distance of 30.64 feet; thence N67°11'37"E, a distance of 83.93 feet; thence S28°44'49"E, a distance of 107.78 feet; thence S14°14'32"W, a distance of 73.80 feet; thence N87°41'42"E, a distance of 46.81 feet; thence N78°25'00"E, a distance of 28.06 feet; thence N71°25'25"E, a distance of 138.85 feet; thence S74°57'18"E, a distance of 342.21 feet to a point on the West line of THE WOODS AT KINGS CREST II, according to the plat thereof, as recorded in Plat Book 9, Pages 16-17; thence S15°33'31"E, a distance of 964.35 feet; thence S00°04'50"W, along the West line of aforesaid THE WOODS AT KINGS CREST II and the West line of aforesaid, THE WOODS AT KINGS CREST IV, a distance of 990.18 feet to the Point of Beginning.

Containing 1,721,267 square feet or 39.51 acres, more or less.

AMENDED CDD contains 584.679 acres, more or less, in total.

Exhibit B

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA**

**AMENDED AND RESTATED PETITION TO AMEND THE BOUNDARIES OF
THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II¹**

Petitioner, Town of Kindred Community Development District II (hereinafter “**District**” or “**Petitioner**”), a unit of special-purpose local government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and Osceola County Ordinance No. 2020-16, and located within the boundaries of Osceola County, Florida (“**County**”), hereby petitions the Board of County Commissioners of the County (“**County Commission**”), pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046, *Florida Statutes*, to adopt an amendment to Ordinance No. 2020-16 to amend the boundaries of the District to remove approximately 18.437 acres of land from the District and add approximately 384.319 acres of land to the District. In support of this petition, the District states:

1. **History and Basis for Petition.** On January 13, 2020, upon petition by D.R. Horton, Inc. (“**Landowner**”), the County Commission adopted Ordinance No. 2020-16, establishing the District. The District now desires to amend its boundaries to remove the Contraction Parcel (defined herein), commonly referred to as “Phase 2B” and more particularly described below, and add the Expansion Parcels (defined herein), commonly referred to as “Phase 3”, “Phase 5” and Conservation Easements and more particularly described below. Landowner, the primary developer within the District and the owner of the Contraction Parcel and Expansion Parcels, requested the removal of the Contraction Parcel and the addition of the Expansion Parcels.

¹ This *Amended and Restated Petition to Amend the Boundaries of the Town of Kindred Community Development District II* amends and restates that certain *Petition to Amend the Boundaries of the Town of Kindred Community Development District II*, filed with the County on September 6, 2022, in order to include additional Expansion Parcels, as defined herein.

2. **Location and Size.** The District is located within the unincorporated County. **Exhibit 1** depicts the general location of the existing District, including identifying the Contraction Parcel and the Expansion Parcels. The District currently encompasses approximately 218.797 acres of land. A sketch and metes and bounds description of the external boundaries of the existing District is set forth in **Exhibit 2**. A sketch and metes and bounds description of the lands to be added to the District (the “**Expansion Parcels**”), consisting of approximately 384.319 acres, is set forth in **Exhibit 3A**. A sketch and metes and bounds description of the lands to be removed from the District (the “**Contraction Parcel**”), consisting of approximately 18.437 acres, is set forth in **Exhibit 3B**. A sketch and metes and bounds description of the external boundaries of the District incorporating the requested amendment is set forth in **Exhibit 4** (the “**Amended District**”). After amendment, the Amended District would encompass approximately 584.679 acres total. The Amended District satisfies the acreage requirements of Section 190.046(1)(e)(2), *Florida Statutes*.

3. **No Excluded Parcels.** There are no parcels within the external boundaries of the Amended District that are to be excluded from the Amended District. Exhibit 1 does show an area that is not included within the boundaries of the Amended District. The metes and bounds descriptions and corresponding sketches do not include this area.

4. **Landowner Consent.** Petitioner has obtained written consent to amend the boundaries of the District to remove the Contraction Parcel and to add the Expansion Parcels from the owners of one hundred percent (100%) of the property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5**. The authorization and filing of this Petition by the District Board also constitutes consent of all the landowners within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, as is evidenced by the District’s Resolutions 2021-11 and 2022-10, and submission of this Petition. Resolutions 2021-11 and 2022-10 are attached hereto as **Exhibit 6**.

5. **Existing and Future Land Uses.** The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan element of the County Comprehensive Plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local Comprehensive Plan.

6. **Major Water and Wastewater Facilities.** **Exhibit 8** shows the major trunk water mains, sewer interceptors and outfalls within the existing District, as well as the proposed drainage patterns within the Expansion Parcels.

7. **District Facilities and Services.** Currently, no facilities or services are being provided by the District to the Contraction Parcel. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the Expansion Parcels during 2022-2024. **Exhibit 9** describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance within the Expansion Parcels. The estimated costs of construction are also identified in Exhibit 9. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates, and market conditions.

8. **Statement of Estimated Regulatory Costs.** **Exhibit 10** is the statement of estimated regulatory costs (“**SERC**”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. **Authorized Agents.** The counsel and authorized agents for the Petitioner are Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP. An executed copy of the Authorization of

Agents is attached hereto as **Exhibit 11**. Copies of all correspondence and official notices should also be sent to:

Sarah R. Sandy, Esq.
Michelle K. Rigoni, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Phone: 850-692-7300
Fax: 850-692-7319
sarah.sandy@kutakrock.com
michelle.rigoni@kutakrock.com

10. Deeds. A copy of the deeds for the Expansion Parcels and Contraction Parcel of the Amended District are provided in **Exhibit 12**.

11. Filing Fee. The Petitioner submitted a copy of this Petition, including Exhibits, and paid the filing fee of \$6,700.00 to the County as required.

12. Statutory Criteria. This Petition to amend the boundaries of the District should be granted because it meets the six (6) factors set forth in Sections 190.046(1)(b) and 190.005(1)(e), *Florida Statutes*, as follows:

- a.** All statements contained within this Petition are true and correct.
- b.** Amendment of the District's boundaries and the land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan or the effective County Comprehensive Plan.
- c.** The area of land within the Amended District is part of a planned community approved by the County. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

d. The Amended District continues to be the best alternative available for delivering community development services and facilities to the area that will be served by the District.

e. The community development services and facilities of the Amended District are not incompatible with the capacity and use of existing local and regional community development services and facilities.

f. The area to be served by the Amended District is still amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Board of County Commissioners of Osceola County, Florida to:

a. schedule a public hearing on an ordinance amendment in accordance with the requirements of Section 190.046(1)(b), *Florida Statutes*;

b. grant this Petition and amend Ordinance No. 2020-16 to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*; and

c. grant such other relief, as appropriate.

[Remainder of page intentionally blank]

RESPECTFULLY SUBMITTED, as of the ____ day of _____ 2022.

KUTAK ROCK LLP

A handwritten signature in blue ink, appearing to be 'Sandy', written in a cursive style.

By:

Sarah R. Sandy
Florida Bar No. 107064
Sarah.Sandy@kutakrock.com
Michelle K. Rigoni
Florida Bar No. 124758
Michelle.Rigoni@kutakrock.com
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692.7319 (fax)

Counsel for Petitioner
Town of Kindred Community
Development District II

EXHIBIT LIST

- EXHIBIT 1** General Location Map of Existing District
- EXHIBIT 2** Sketch and Metes & Bounds Legal Description of Existing District
- EXHIBIT 3A** Sketch and Metes & Bounds Legal Description of Expansion Parcels
- EXHIBIT 3B** Sketch and Metes & Bounds Legal Description of Contraction Parcel
- EXHIBIT 4** Sketch and Metes & Bounds Legal Description of Amended District
- EXHIBIT 5** Consent & Joinder of Contraction Parcel Landowner

 Consent and Joinder of Expansion Parcels Landowner
- EXHIBIT 6** District Resolutions 2021-11 and 2022-10, Authorizing Filing the Petition for the Contraction of the District's Boundaries
- EXHIBIT 7** Existing and Future Land Use Maps
- EXHIBIT 8** Sanitary Sewer and Water Distribution Maps
- EXHIBIT 9** Description of Facilities, Estimated Costs and Timetable for Construction of Improvements for Expansion Parcels
- EXHIBIT 10** Statement of Estimated Regulatory Costs (SERC)
- EXHIBIT 11** Authorization of Agents
- EXHIBIT 12** Copy of Deeds

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3A

EXHIBIT 3B

EXHIBIT 4

EXHIBIT 5

EXHIBIT 6

EXHIBIT 7

EXHIBIT 8

EXHIBIT 9

EXHIBIT 10

EXHIBIT 11

EXHIBIT 12

Tab 8

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II AND INNERSYNC STUDIO, LTD.,
D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND
MAINTENANCE SERVICES**

This First Amendment (“**First Amendment**”) is made and entered into this 2nd day of December 2022, by and between:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "**District**"), and

INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

WHEREAS, the District and the Contractor entered into that *Agreement between the Belmont II Community Development District and Innersync Studio, LTD., d/b/a Campus Suite, for Website Auditing, Remediation and Maintenance Services*, dated February 14, 2020 (the "**Agreement**"), incorporated herein by this reference; and

WHEREAS, Section 10(M) of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both parties; and

WHEREAS, the parties desire to amend the Agreement to provide for amended maintenance services and updated payment and termination terms; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this First Amendment. Capitalized terms not otherwise defined herein shall have the meaning as defined in the Agreement.

SECTION 2. AFFIRMATION OF THE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the parties’ rights and obligations under the Agreement, except to the extent set forth in Section 3 of this First Amendment. The Agreement is

hereby affirmed and continues to constitute a valid and binding agreement between the parties, including but not limited to provisions regarding ADA and WCAG standards, public records, indemnification, and sovereign immunity.

SECTION 3. AMENDMENTS. Pursuant to Section 10(M) of the Agreement, the Agreement is hereby amended as follows:

A. Section 2(B)(i) and (ii) of the Agreement is replaced in its entirety as follows:

Remediate new documents, on an unlimited basis, identified by the District to accessible formats for assistive technologies. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager's submission for such request.

B. Section 3(B) of the Agreement is replaced in its entirety as follows:

For performance of the Services as provided in Section 2(B) of the Agreement, as amended, the District shall pay Contractor One Thousand Five Hundred Thirty-Seven Dollars and Fifty Cents (**\$1,537.50**) per year, payable in one (1) annual installment. Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(ii), as amended.

C. Section 3(C) of the Agreement is hereby **deleted** in its entirety.

D. A new Section 4(C) of the Agreement is added as follows:

In the event of termination of the Agreement pursuant to Section 4(B) of the Agreement, Contractor shall reimburse the District for the prorated amount of annual compensation paid pursuant to Section 3(B) of the Agreement, as amended, for the remainder of the service year for which Contractor will no longer provide any services to the District.

SECTION 4. EFFECTIVE DATE. This First Amendment shall be effective upon execution by both parties hereto as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on or about the day and year first above written.

ATTEST

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**INNERSYNC STUDIO, LTD., D/B/A
CAMPUS SUITE**

Signature of Witness

By: _____
Its: _____

Print Name

Addendum

Addendum A to Campus Suite Contract:

Contract effective date: 1/1/2022

Statement of Work

2. Maintenance and Management of the Website.

2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;*

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

B. Maintenance.

ii. remediate new documents on an unlimited basis; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager's submission for such request.

Section 3. Compensation.

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting March 1, 2020 the District shall pay Contractor (\$1,537.500) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii).

PROVIDER: Innersync Studio, Ltd.

By: _____ Date: _____

Authorized Representative

Innersync Studio, LLC

USER: Town of Kindred Community Development District II

By: _____ Date: _____

Print name: _____