



Rizzetta & Company

Town of Kindred Community Development District II

**Board of Supervisors'
Regular Meeting
February 09, 2023**

District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471

www.townofkindredcdd2.org

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II**

1 Courthouse Square, Suite 4700 (BCC Shared Conference Room #4702)
Kissimmee, Florida 34741

Board of Supervisors	John Valantasis Louis Avelli Matthew Stolz Anthony Benitez	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
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.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
District Office · Orlando, Florida · (407) 472-2471
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.townofkindredcdd2.org

February 09, 2023

Board of Supervisors
**Town of Kindred Community
Development District II**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Town of Kindred Community Development District II will be held on **Thursday, February 9, 2023, at 10:30 a.m.** located at **1 Courthouse Square, Suite 4700, (BCC Shared Conference Room #4702) Kissimmee, FL 34741**. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors Meeting held on December 15, 2022 Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for September & October 2022 (Under Separate Cover)
- 4. BUSINESS ITEMS**
 - A. Consideration of Proposal for Amendment of Phase 2 Landscape and Irrigation Landscape Agreement.....Tab 2
 - B. Memorandum Regarding Transitory Records and Electronic Records
 1. Consideration of Resolution Regarding 2023-09 Transitory Records and electronic Records.....Tab 3
 - C. Ratification of Notice of Boundary Amendment.....Tab 4
 - D. Consideration of Fee Proposal letter from Kutak Rock Regarding Series 2023 Bond Issuance and Series 2023 Project.....Tab 5
 - E. Consideration of Amended and restated Master Engineer's report.....Tab 6
 - F. Consideration of Master Special Assessment Allocation Report (Phases 3 and 5) (Under Separate Cover)
 - G. Consideration of Resolution 2023-10 Declaring Special Assessments (Phases 3 and 5).....Tab 7
 - H. Consideration of Resolution 2023-11 Setting Public hearing on Special Assessments (Phases 3 and 5).....Tab 8
 - I. Consideration of Acquisition Agreement (Series 2023 Project (Under Separate Cover)

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

6. SUPERVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

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

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

cc: Sarah Sandy and Michelle Rigoni, Kutak Rock LLP

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 special meeting of the Board of Supervisors of the **Town of Kindred Community Development District II** was held on **Friday, December 15, 2022, at 10:30 a.m.** at the **Osceola County Courthouse, located at 1 Courthouse Square, Kissimmee, Florida 34741.**

Present and constituting a quorum:

John Valantasis	Board Supervisor, Chairman
Louis Avelli	Board Supervisor, Vice Chairman
Anthony Benitez	Board Supervisor, Assistant Secretary

Also present were:

Richard Hernandez	District Manager, Rizzetta & Company, Inc.
Michelle Rigoni	District Counsel, Kutak Rock LLP <i>(via phone)</i>
Xabier Guerricagoitia	District Engineer, Boyd Civil Engineering <i>(via phone)</i>
Audience	None

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hernandez called the meeting to order and read the roll.

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda Items

There were no audience comments at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on December 2, 2022

On Motion by Mr. Avelli, seconded by Mr. Benitez, with all in favor, the Board of Supervisors approved the meeting minutes for meeting held on December , 2022, for the Town of Kindred Community Development District II.
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42 **FOURTH ORDER OF BUSINESS**

42 **Consideration for RFP for Landscaping**

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44 Bids were presented, discussion ensued. The board evaluated the criteria resulting in the
45 following:

46 **Louis Avelli:**

47 Yellowstone, 23 points
48 Brightview, 14 points
49 Down to Earth, 10 points
50 United Land, 98 points
51 CEPRA, 11 points

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53 **Anthony Benitez:**

54 Yellowstone, 32 points
55 Brightview, 31 points
56 Down to Earth, 15 points
57 United Land, 90 points
58 CEPRA, 29 points

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60 **John Valantasis:**

61 Yellowstone, 17 points
62 Brightview, 14 points
63 Down to Earth, 12 points
64 United Land, 96 points
65 CEPRA, 50 points

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67 **Richard Hernandez Totaled:**

68 Yellowstone, 72 points
69 Brightview, 59 points
70 Down to Earth, 37 points
71 United Land, 284 points
72 CEPRA, 90 points

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74 The Board directed district staff to prepare a contract for United Land Services

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76 **FOURTH ORDER OF BUSINESS**

76 **Public Hearing on Levying Operation and
77 Maintenance for FY 22/23 Assessment
78 Results**

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80 Mr. Avelli and Mr. Benitez opened the Public Hearing. There were no comments. Mr.
81 Valantasis and Mr. Benitez closed the Public Hearing.

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On Motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors approved the resolution 2023-08, Levying FY 22/23 O & M Assessments, for the Town of Kindred Community Development District II.

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Staff Reports

- A. District Counsel
No Report.

- B. District Engineer
Not Present.

- C. District Manager
Mr. Hernandez stated that the next meeting of the Board of Supervisors has been scheduled to be held on February 9, 2023, at 10:30 a.m.

ELEVENTH ORDER OF BUSINESS **Supervisor Requests & Audience Comments**

Mr. Hernandez opened the floor to Supervisor requests and audience comments.

- 1. The board reviewed resumes submitted.

TWELFTH ORDER OF BUSINESS **Adjournment**

On a motion by Mr. Avelli, seconded by Mr. Benitez, with all in favor, the Board of Supervisors adjourned the meeting at 9:56 a.m., for the Town of Kindred Community Development District.

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Assistant Secretary

Chairman/Vice Chairman

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into this 1st day of January 2023 (“**Effective Date**”), by and between:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”), and

FLORIDA ULS OPERATING, LLC DBA UNITED LAND SERVICES, a Delaware limited liability company, with local address of 6386 Beth Road, Orlando, Florida 32824 (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal in response to the District’s Request for Proposals for Landscape and Irrigation Maintenance Services, and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for

the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. Rain Days. In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor’s services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence

with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. **Compliance with Laws.** The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from January 1, 2023, to December 31, 2025, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor:

i. **One Hundred Seventy-Nine Thousand Six Hundred Seventy-Seven Dollars (\$179,677.00)** per year, in twelve (12) equal monthly payments of **Fourteen Thousand Nine Hundred Seventy-Three Dollars (\$14,973.00)** for service term beginning January 1, 2023 and ending December 31, 2023 in accordance with the Fee Summary attached hereto as **Exhibit C**.

ii. **One Hundred Eighty-Five Thousand One Hundred Eighty-Seven Dollars (\$185,187.00)** per year, in twelve (12) equal monthly payments of **Fifteen Thousand Four Hundred Thirty-Two Dollars (\$15,432.00)** for service term beginning January 1, 2024 and ending December 31, 2024 in accordance with the Fee Summary attached hereto as **Exhibit C**.

iii. **One Hundred Ninety Thousand Seven Hundred Forty-Two Dollars (\$190,742.00)** per year, in twelve (12) equal monthly payments of **Fifteen Thousand Eighty Hundred Ninety-Five Dollars (\$15,895.00)** for service term beginning January 1, 2025 and ending December 31, 2025 in accordance with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. **INSURANCE.**

A. **Insurance Required.** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. **Types of Insurance Coverage Required.** Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of

Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. **Default and Protection Against Third-party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. **Custom and Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. **Assignment.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. **Attorneys' Fees.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. **Agreement.** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of

the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District: Town of Kindred
Community Development District II
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

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

B. If to Contractor: Florida ULS Operating, LLC DBA
United Land Services
6386 Beth Road
Orlando, Florida 32824
Attn: John Borland

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and

addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Richard Hernandez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 472-2471, RHERNANDEZ@RIZZETTA.COM, AND 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 32819.

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

O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this

Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II

Richard Hernandez

By: Richard Hernandez

- Secretary
 Assistant Secretary

[Signature]
By: Debra Valautasis

- Chairperson
 Vice Chairperson

WITNESS:

FLORIDA ULS OPERATING, LLC DBA
UNITED LAND SERVICES

Melinda Gallo

By: Melinda Gallo

Its: ADMIN. ASST.

[Signature]

By: JOHN BERLAND

Its: BRANCH MANAGER

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

SCOPE OF SERVICES

TOWN OF KINDRED CDD 2 SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The contractor will be expected to provide service for the property fifty two (52) weeks per year.

SCHEDULE "A" – GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the owner or owner's representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 1st through November 1st and bi-weekly during the non-growing season from November 1st through March 1st. Based on this schedule, it is estimated that the contractor will perform a minimum of 41 and a maximum of 45 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the owner or owner's representative. Should the number of mowing cycles fall below 41 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. Owner will pay contractor the per cycle amount for each mowing cycle in excess of 45 per contract year when the owner or owner's representative requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.

- d. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the owner or owner's representative. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a.) String trimming shall be performed around road signs, guard posts, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the owner or the owner's representative.
- d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-fourth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

I. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Prune trees to include the removal of sucker growth by hand at the base of and on the trunks of trees continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off signage structures, play structures, fences and walls as well as pruned to keep street lights and traffic signage from being blocked.
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean

and flush cut with no tearing of the tree bark.

- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut two times per year during March/April and September/October.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.

- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. *General*

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit – 3 Extra Services Pricing Summary".
- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to SunScape Consulting by the 5th of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Staffing

- a. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- b. Contractor shall provide consistent service on set day(s) each week with the exception of scheduling adjustments for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 8:00 AM until 6:00 PM, with no power equipment operating around resident buildings or homes before 9:00 AM.

SCHEDULE "B" – TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Early summer liquid fertilization with Arena and weed control
July:	Summer granular fertilization, insect control and weed control
September:	Late summer fertilization and insect/disease control
November:	Fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 5 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.

- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.

- April: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- June: Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
- July: Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.
- August: Apply Ammonium Sulfate(21-0-0) at rate providing .5lb N. IPM weed/insect/disease control.
- September: Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- October: Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
- November: Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket 0-0-62(Potash), IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for Ph and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will not be limited to only the broadleaf variety under this program.
 - b. Contractor shall alert owner or owner's representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B1" – TURF CARE PROGRAM (BAHIA)

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000

square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make-up. The results will be provided to an HOA Representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert an HOA Representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

- a. There is no warranty for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control/fertilization as needed
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

B. Application Requirements

I. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided

to the owner or the owner's representative along with the contractor's recommendation as to any changes in the Tree / Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal, Canary Island Date, etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care

Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

SCHEDULE "D" – SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.

- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. “Pinching” of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent “pinching” will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor’s expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a three week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.

- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. After trimming, the lowest fronds should be left parallel to the ground.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and July/August.
- 4. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the months of July/August.
- 5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
- 7. When trimming, cut the frond close to the trunk without leaving "stubs".
- 8. Contractor shall sterilize pruning tools or saws between trees to prevent the spreading of Fusarium Wilt and other palm diseases.

SCHEDULE "E" – IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the District.

A. Frequency of Service

1. Contractor will perform the following itemized services under "Specifications" on a monthly basis.
 - a. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.

8. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs
 - a. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large scale repairs are to be considered additional items.
 - b. Contractor shall assume; however at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor associated with the irrigation system to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.
2. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
 - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
3. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
4. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
5. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
6. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
7. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Exhibit B: Landscape Maintenance Map

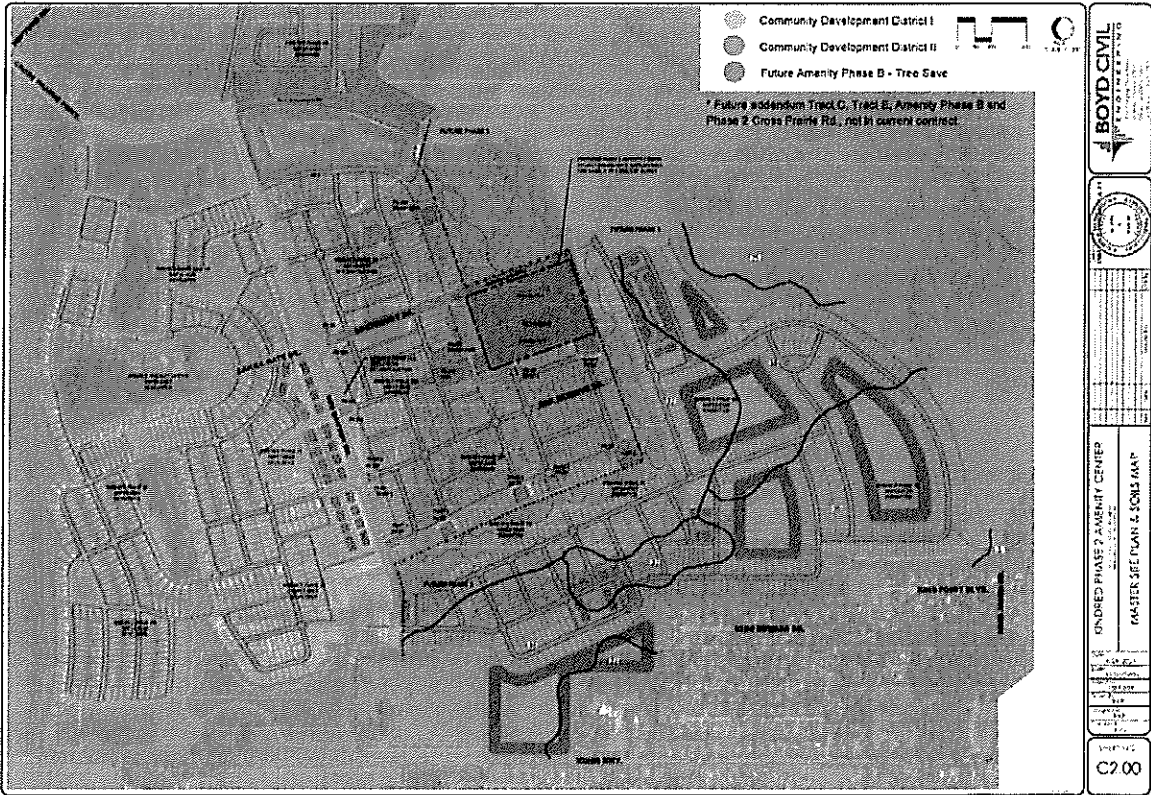


Exhibit C: Fee Summary
EXHIBIT 2 - FEE SUMMARY

Contractor:

Address:

Phone:

Email:

Contact:

Property: Town of Kindred
 Community Development District
 Phase 2

c/o Rizzetta & Company
 Address: 8528 South Park Circle
 Orlando, FL 32819

Phone: 239-936-0913 ext. 0303

Email: rr@rizzetta.com

Contact: Richard Hernandez

Dates: 1/1/2023 through 12/31/2024

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
GENERAL SERVICES (Schedule A)	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	\$117,096
TURF CARE (Schedule B)	720		2,750		720	5,127	1,590		725	1,233	1,680		\$14,455
TREE/SHRUB CARE (Schedule C)		470		250		300		355		520		255	\$2,150
BEDDING PLANTS (Schedule D) <i>480 Units Per Rotation</i>	960			960			960			960			\$3,840
BED DRESSING (Schedule D) <i>260 Yards of Bed Dressing</i>										27,500			\$27,500
PALM TRIMMING (Schedule D) <i>28 Incher 6 Date</i>						600	980					600	\$2,180
IRRIGATION MAINT. (Schedule E) <i>177 Number of Zones</i>	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	\$12,456
TOTAL FEE PER MONTH:	\$12,476	\$11,266	\$13,546	\$12,006	\$11,516	\$16,823	\$14,326	\$11,151	\$11,521	\$41,009	\$12,386	\$11,651	\$179,677
Flat Fee Schedule	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$14,973	\$179,677

Initials

EXHIBIT 2 - 2024 FEE SUMMARY

Contractor:

Address:

Phone:
Email:
Contact:

Property: Town of Kindred
Community Development District
Phase 2
c/o Rizzetta & Company
Address: 8529 South Park Circle
Orlando, FL 32819
Phone: 239-936-0913 ext. 0303
Email: maria@rizzetta.com
Contact: Richard Hernandez

Dates: 1/1/2023 through 12/31/2024

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
GENERAL SERVICES (Schedule A)	10,050	10,050	10,051	10,052	10,053	10,054	10,055	10,056	10,057	10,058	10,059	10,060	\$120,655
TURF CARE (Schedule B)	742		2,833		742	5,280	1,638		742	1,270	1,638		\$14,885
TREE/SHRUB CARE (Schedule C)		484		258		309		365		535		263	\$2,214
BEDDING PLANTS (Schedule D) <small>483 Units Per Rotation</small>	989			989			989			989			\$3,956
BED DRESSING (Schedule D) <small>500 Yards of Bed Dressing</small>										28,325			\$28,325
PALM TRIMMING (Schedule D) <small>26 Scaev 0.200</small>						618	1,010					618	\$2,246
IRRIGATION MAINT. (Schedule E) <small>177 Number of Zones</small>	1,070	1,071	1,072	1,073	1,074	1,075	1,076	1,077	1,078	1,079	1,080	1,081	\$12,906
TOTAL FEE PER MONTH:	\$12,851	\$11,805	\$13,956	\$12,372	\$11,869	\$17,336	\$14,768	\$11,498	\$11,877	\$42,256	\$12,777	\$12,022	\$185,187
Flat Fee Schedule	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$185,187

Exhibit C: Fee Summary Continued

TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT
2
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ 117,096 Yr.

- Storm Cleanup \$ <u>55</u> /hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) _____ ULS will provide labor to cover cold sensitive plants with freeze blankets

\$ T&M /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$ <u>45</u> /hr. for employee with hand-held hose \$ <u>150</u> /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ 9,132 Yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	18-0-8 N-P-K	1.0		See Exhibit 2
June	Chelated Iron/ Mole Cricket	1.0		under pricing for
October	18-0-8-N-P-K	1.0		fertilization

Exhibit C: Fee Summary Continued

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	Liquid App 15-0-15	1.0		Please see pricing
March	Granular 24-0-11	1.0		Exhibit 2
May	Liquid 25-0-12	.5		under fertilization
July	Granular 24-0-11	1.0		
September	Liquid App 15-0-15	1.0		
November	Granular 24-0-11	1.0		

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-10	1.0		Please see pricing
July/Aug	Minor Nutrient Blend	1.0		Exhibit 2 under
October	10-0-10	1.0		under fertilization

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. #PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5		Please see pricing
June	8-2-12	1.5		Exhibit 2
September	8-2-12	1.5		under fertilization
November	8-2-12	1.5		

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Zoysia species not listed on bid sheets: Fertilization as recommended by the Scope and weed control as needed

Exhibit C: Fee Summary Continued

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 7,473 Yr.
 (if all pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District
 (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 1,260 / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Dates	6	3 per year	\$70	\$1,260
Sabals	28	0	0	0

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all yellow highlighted landscaped areas as described in Scope of Services.

\$ 2,750

Exhibit C: Fee Summary Continued

Top Choice application will be performed at the sole discretion of the District
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) \$ 12,456 /Yr.

Freeze Protection (description of ability) Contractor shall provide labor to cover / install free blankets along with hale bales to protect from permanent winterizing <hr/> <hr/> \$ <u>T&M</u> /application <u>(do not include in Irrigation Total or Grand Total)</u> After hours emergency service hourly rate \$ <u>95</u> /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. Please see additional pricing sheet <hr/> <hr/> <hr/>
--

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for) 146,157 /Yr(initial term)

FIRST ANNUAL RENEWAL \$ 150,660 /Yr.

SECOND ANNUAL RENEWAL \$ 155,180 /Yr.

Exhibit 2 Pricing *(PARTS 1, 2, 3 & 4 including Bedding Plants, Bed Dressing and Palm Trimming)*

\$ 179,677 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 185,187 /Yr.

SECOND ANNUAL RENEWAL \$ 190,742 /Yr.

Exhibit C: Fee Summary Continued

EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY Project: Town of Kindred CDD 2 Contractor:

<u>Material</u>	<u>Description</u>	<u>Price</u>
Mulch	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$ 52
	Price/yard installed for quantities <u>under</u> 100 cubic yards	\$ 55
	Price per 3 cubic foot bag of Mulch	\$ 55
	Price per bale of Pine Straw	\$ 6.50
Hard Materials	Price per bag for Seminole Chips	\$ 10.00
	Price per ton for Seminole Chips	\$ 500
	Price per ton for 3"-5" River Jack	\$ 500
Seasonal Color	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 2.10
	Bed preparation and installation per 1 gallon pot	\$ 7.00
	Supply and install 8" to 10" hanging basket	\$ 22.50
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 75.00
Sod (St. Augustine)	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.40
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.20
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.10
	Square foot for price quantities greater than 10,000 square feet	\$ 1.00
Irrigation	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 55
	Irrigation Laborer per hour	\$ 50
	PVC parts	List less <u>25</u> %
	Non PVC parts	List less <u>15</u> %
	Valves, Clocks and any part over \$300.00	List less <u>10</u> %

Exhibit C: Fee Summary Continued

General Labor	Foreman per hour	\$ 65
	Labor per hour	\$ 45
Arbor Care	Production day (8 hour) Truck, Chipper, 3 man crew	\$ 2,800
Miscellaneous	Bush hogging per acre @	\$ 130

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	\$ 2.95
	50 - 100 plants	\$ 2.85
	100 - 250 plants	\$ 2.75
	> 250 plants	\$ 2.50
1-gallon Plant Material:	< 50 plants	\$ 7.00
	50 - 100 plants	\$ 6.50
	100 - 250 plants	\$ 6.25
	> 250 plants	\$ 6.00
3-gallon Plant Material:	< 50 plants	\$ 17.00
	50 - 100 plants	\$ 16.00
	100 - 250 plants	\$ 15.00
	> 250 plants	\$ 14.00
7-gallon Plant Material:	< 50 plants	\$ 52.50
	50 - 100 plants	\$ 50.00
	100 - 250 plants	\$ 48.00
	> 250 plants	\$ 46.00
15-gallon Plant Material:	< 25 plants	\$ 170
	25 - 50 plants	\$ 160
	50 - 100 plants	\$ 150
	> 100 plants	\$ 145
30-gallon Plant Material:	< 25 plants	\$ 295
	25 - 50 plants	\$ 280
	> 50 plants	\$ 270

Exhibit C: Fee Summary Continued

45-gallon Plant Material	< 25 plants	\$ 625
	25 – 50 plants	\$ 595
	> 50 plants	\$ 585
65-gallon Plant Material:	< 25 plants	\$ 875
	25 – 50 plants	\$ 850
	> 50 plants	\$ 830

Signature:

Email: jgvalantasis@drhorton.com

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective January 1, 2023 (the "Agreement"), by and between:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the "District"), and

FLORIDA ULS OPERATING, LLC DBA UNITED LAND SERVICES, a Delaware limited liability company ("Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

**FLORIDA ULS OPERATING, LLC DBA
UNITED LAND SERVICES**

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, authorizes the Town of Kindred Community Development District II ("**District**") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on February 14, 2020, the Board of Supervisors of the District ("**Board**"), adopted Resolution 2020-17, providing for the adoption of the District's Record Retention Policy ("**Policy**"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2020-17, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2020-10, that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

2. AMENDMENT. The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District retain certain records longer

than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. Notwithstanding the foregoing, the District, its supervisors and staff, shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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.

4. EFFECTIVE DATE. This Resolution shall take effect as of February 9, 2023.

Introduced, considered favorably, and adopted this 9th day of February 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**This Instrument Prepared by
and return to:**

**Sarah R. Sandy, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301**

**NOTICE OF BOUNDARY AMENDMENT OF THE
TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**

PLEASE TAKE NOTICE that on January 9, 2023, the Board of County Commissioners of Osceola County, Florida, adopted Ordinance No. 2023-05, effective January 11, 2023, amending the boundaries of the Town of Kindred Community Development District II (“District”). Legal descriptions of the lands currently within the amended boundary of the District are attached hereto as **Exhibit “A.”** The District was established under Osceola County Ordinance No. 2020-16, effective January 15, 2020. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.416, *Florida Statutes*.

**THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND
ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS
PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF
CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND
ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT.
THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND
OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL
OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on this 18 day of January 2023, and recorded in the Official Records of Osceola County, Florida.

[Handwritten Signature]

Sarah R. Sandy, District Counsel
Town of Kindred Community
Development District II

[Handwritten Signature]

Witness

[Handwritten Signature]

Witness

[Handwritten Signature]

Print Name

[Handwritten Signature]

Print Name

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by physical means or online notarization this 18 day of January 2023, by Sarah R. Sandy, as District Counsel for the Live Oak Lake Community Development District, who is personally known to me and did not take the oath.

(NOTARY SEAL)

[Handwritten Signature]

Notary Public, State of Florida

Print Name: Jennifer Gillis

Commission No.: GG338034 Expires: 9/22/2023

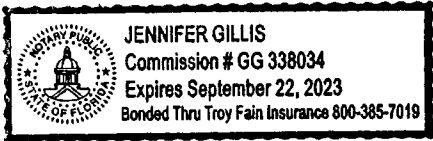


EXHIBIT A

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.

TOGETHER 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; continue N07°13'09"W, a distance of 103.50 feet; 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.

January 12, 2023

Board of Supervisors
Town of Kindred Community Development District II
c/o Richard Hernandez, District Manager
Rizzetta & Company, Inc.
8529 South Park Circle, Suite 330
Orlando, Florida 32819

Re: Town of Kindred Community Development District II
Series 2023 Bonds & Series 2023 Project Construction and Acquisition

Dear Board Members:

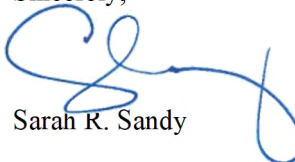
Pursuant to and in compliance with our Fee Agreement dated February 10, 2022 (“**Fee Agreement**”), please let this letter serve as our proposal to represent the Town of Kindred Community Development District II (“**District**”) regarding the District’s:

- i. issuance of its Series 2023 Bonds at a fixed fee of \$38,000, which includes costs and expenses; and
- ii. construction and/or acquisition of the Series 2023 Project improvements (“**Series 2023 Project Acquisition**”) in accordance with the hourly billing rates set forth in Section III of the Fee Agreement, which work may include, among other things: preparing, reviewing, and/or revising the acquisition documents (e.g., developer request letter; bill of sale; affidavit of cost paid; contractor release & warranty agreements; lien releases; release of restrictions for as-builts; deed and/or easement; engineer’s certificate); review of improvement description, legal description, and costs paid; review of supporting documents (e.g., construction contracts; warranty/maintenance bond; as-builts; C.O.); facilitating execution of documents.

This proposal letter is intended to be in furtherance of and in compliance with the Fee Agreement. To the extent of any conflict, the Fee Agreement controls.

If this meets with your approval, please sign below and return to me by e-mail for our files. Thank you for this opportunity and should you have any questions please do not hesitate to contact me.

Sincerely,



Sarah R. Sandy

Richard Hernandez, District Manager
Town of Kindred II Community Development District

**AMENDED & RESTATED ENGINEER'S REPORT
FOR
THE TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Prepared for:

The Town of Kindred Community Development District II

**Mr. John Valantasis
Chairman**

Consulting Engineer:

**Xabier Guerricagoitia, P. E.
Boyd Civil Engineering, Inc.
6816 Hanging Moss Road
Orlando, FL 32807**

Assessment Consultant:

**Rizzetta & Company, Inc.
8529 Southpark Center Loop # 330
Orlando, FL 32819**

February 9, 2023

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. Introduction.....	1
II. District Boundary and Property Served.....	4
III. Proposed District CIP.....	5

TABLES

1 – Land Use Summary within District Boundaries.....	3
2 – Opinion of Probable Costs for the District CIP.....	8-9

EXHIBITS

- Exhibit 1 – Master Plan and District Boundaries (including Expansion and Contraction Parcels)
- Exhibit 2 – Amended Legal Description of District
- Exhibit 3 – Sketch and Description of Expansion and Contraction Parcels and District Boundaries
- Exhibit 4 – Water Infrastructure Improvements
- Exhibit 5 – Reclaimed Water Infrastructure Improvements
- Exhibit 6 – Sanitary Infrastructure Improvements

I. INTRODUCTION

A. Purpose of Engineer's Report

This Town of Kindred Community Development District II (“Kindred CDD II” or “District”) Amended & Restated Engineer’s Report, dated February 9, 2023 (the “Amended & Restated Report”), has been prepared by Boyd Civil Engineering, the Kindred CDD II’s District Engineer. This report amends and restates the District’s previously adopted Engineer’s Report dated February 13th 2020, as revised April 16th 2020 (the “Original Master Engineer’s Report”, and together with this Amended and Restated Report, the “Engineer’s Report”) and provides an update to the costs of the Kindred CDD II’s master capital improvement program (the “CIP” or “Master CIP”) included therein based upon the expansion and contraction of the District boundaries pursuant to the Boundary Amendment (hereinafter defined), the completion of certain portions of the CIP, bids for additional portions and revised estimates for the remaining costs of the CIP. Further, this Amended & Restated Report provides a description of the expansion and contraction of the District’s boundaries, completed portions of the CIP and status of development of ongoing work on additional portions of the CIP.

B. Description of the Kindred CDD II

The Kindred CDD II is located wholly within the unincorporated area of Osceola County, Florida (“County”). As originally established, the District encompassed approximately 218.79 acres. After the Boundary Amendment, the amended District boundaries consist of expansion of the District boundaries by 384.32 acres and contraction of the District boundaries by 18.44 acres for a total of 584.68 acres.

The Kindred CDD II, a local unit of special purpose government, was established to provide an alternative means for planning, financing, constructing, operating and maintaining various public improvements and public community facilities within its jurisdiction.

C. Description of the Kindred Community

Kindred (the “Development”), an approved Planned Development (“PD”), is situated entirely in northeast Osceola County consisting of approximately 1,596 acres. The Development is designed as a mixed-use development. Exhibit 1 illustrates the location of the Kindred CDD II within the PD. The PD is being developed in multiple phases by private developers (“Developers”) and the Kindred CDD II is not involved in the PD or development process, except to the extent Kindred CDD II provides for certain master infrastructure planning and construction for the Development.

Exhibit 1 – “Master Plan” is the currently approved PD Zoning Master Development Plan.

The following table illustrates the currently approved PD and as noted on Master Plan – Exhibit 1.

Currently Approved PD

<u>Land Use</u>	<u>Total</u>
Single Family Residential	2,976 units
Multi-Family Residential	639 units
Retail	350,000 s.f.
Office	100,000 s.f.
Institutional	100,000 s.f.

The Development is situated in the former Kindred Development of Regional Impact (“DRI”) and was previously subject to the Amended and Restated Development Order dated February 7, 2013 for the DRI (“Development Order”). The DRI and Development Order have been processed by the County for rescission. Rescission of the DRI will leave the remaining undeveloped property within the Development subject to the normal zoning categories established for the County.

Table 1 shows the currently proposed development program for the Kindred CDD II, as amended, that is in place with the rescission of DRI completed.

D. Description of Town of Kindred Community Development District II

The Kindred CDD II previously consisted of approximately 219 acres; however, in September 2022 the District’s Board of Supervisors filed a Boundary Amendment Petition with the County to expand the District boundaries to include Phases 3 and 5 and remove portions of Phase 2B from the District (“Boundary Amendment”). The County approved the Boundary Amendment on January 9, 2023. Post Boundary Amendment, the District consists of 584.68 total acres, which includes both the areas of expansion and contraction. The proposed land use program within the amended Kindred CDD II boundaries is summarized in Table 1.

TABLE 1
LAND USE SUMMARY WITHIN THE
KINDRED CDD II BOUNDARIES

Updated Based on Proposed Revisions to the Approved Development Program
February 9, 2023]

Parcel	Land Use		Units	Acreage
Phase 2A	S.F.		187 D.U.	60.78
Phase 2B*	S.F.		0 D.U.*	9.90
Phase 2C	S.F.		215 D.U.	32.07
Phase 2D	S.F.		280 D.U.	52.70
	Other Areas			44.90
SUBTOTAL			682	200.35
Phase 3A	S.F.		191 D.U.	53.24
Phase 3B	S.F.		252 D.U.	73.43
Phase 3C	S.F.		186 D.U.	51.31
Phase 3D	S.F.		193 D.U.	60.13
SUBTOTAL			822	238.11
Phase 5	S.F.		344 D.U.	82.67
	SF Detached / TH Attached		1416 SFD / 432 TH	Acreage
	Other Areas			63.54
				584.68

*Note: A portion of Phase 2B area has been removed from the District boundary, and only the stormwater management facilities located in Phase 2B remain within the District’s boundaries. Therefore, the above proposed land use program within the District’s boundaries has been reduced by the 77 detached units and associated acreage previously identified for Phase 2B in the Original Master Engineer’s Report.

As of the date of this report, the required on-site and shared off-site infrastructure for Phases 2A, 2B, 2C and 2D are complete. Installation of the off-site reclaimed water supply line will be governed by the ability of Toho Water Authority (“TWA”) to make reclaimed water available in adequate capacity to effectively service the assessment areas.

II. KINDRED CDD II BOUNDARY AND PROPERTY SERVED

A. Description of Properties Served

Exhibit 2 provides the legal description of the expansion parcels (which includes Conservation Easement #1 and Conservation Easement #2) and contraction parcels for Kindred CDD II. The land within the Kindred CDD II consists primarily of sandy soils, with a slight degree of topographical relief. The Partin Canal and its adjacent tributaries and wetlands traverse the District.

B. Kindred CDD II Boundaries

Exhibit 3 delineates the revised boundaries of the Kindred CDD II. The Kindred CDD II is fronted by the right-of-way of Cross Prairie Parkway to the east and undeveloped property to the south and west as shown on Master Plan – Exhibit 1.

C. Existing and Planned Master Infrastructure

The TWA has existing water and wastewater mains west of the Development along Neptune Road that are sufficient to serve build-out of the Development's land use program. Public roadway access is provided by Neptune Road; Partin Settlement Road to Cross Prairie Parkway f/k/a Shady Lane and the associated Florida Turnpike interchange, and US 192. All required connections and "hook ups" are available to serve the master infrastructure of the Kindred CDD II's CIP.

III. PROPOSED KINDRED CDD II CIP

A. Summary of the Proposed Kindred CDD II CIP

The Kindred CDD II CIP will generally consist of the following:

- Master Roadway System
- Water Distribution System
- Reclaimed water distribution system, when available.
- Wastewater Collection System: Wastewater Gravity Lines, Force mains and Lift Stations
- Electrical Distribution System and lighting
- Landscaping/Hardscape/Signage in Common Areas
- Recreation Facilities: Parks and Related District Amenities
- Conservation areas
- Stormwater Management System

B. Roadways

Roadways within the Kindred CDD II include the internal roadways within certain development parcels, roadways throughout the CDD, and additional shared infrastructure roadways as described in the following paragraph.

Sidewalks are and will be installed by the Developer as per Osceola County Land Development Regulations alongside development roadways. The roadways will consist of a subgrade, soil cement base, curbing, striping and signage as per Osceola County Land Development Regulations. The aforementioned improvements will be owned and maintained by the County.

C. Water, Wastewater and Electrical Infrastructure

This infrastructure consists of on-site potable water mains, wastewater gravity mains and force mains, lift stations, effluent reuse irrigation mains and undergrounding of electrical conduit. These facilities are constructed in accordance with the County's Land Development Regulations, the TWA (water and wastewater provider), Kissimmee Utility Authority (electrical provider), and the Florida Department of Environmental Protection.

The potable water system includes the necessary valving, fire hydrants and individual services necessary to serve individual lots and development parcels consistent with the approved Master Water System Plan but not the services within such lots or development parcels. The system design provides for the necessary fire flows based on specific land uses throughout the Kindred CDD II.

The wastewater infrastructure includes gravity lines, force mains, lift stations and individual services necessary to serve the Development, consistent with the approved Master Wastewater Plan.

All water and wastewater infrastructure have or will be constructed or acquired by the Kindred CDD II, and subsequently dedicated to TWA for perpetual operation and maintenance.

An underground well system will provide surficial groundwater as a source of non-potable water, and TWA will provide highly treated wastewater effluent from an effluent reuse main located adjacent to US 192. These two sources of water are anticipated to be used as the sources of irrigation water for the Kindred CDD II's irrigation needs. Reclaimed water supply will be provided via a proposed pipe from the TWA point of connection to be identified at a later date. This pipe will be constructed at the time that TWA has documented that reclaimed water supply can be provided in sufficient volume to meet the requirements of the Kindred CDD II.

The Kindred CDD II will construct and/or acquire electrical conduit adjacent to all collector roadways. The electrical power utility provider will be responsible for the installation of electrical cable, switches and transformers. Street lighting will also be installed by the electrical power utility provider along the collector and neighborhood roadways. Electrical service and street lighting within the Kindred CDD II are provided by Kissimmee Utility Authority (KUA). All electrical facilities installed by KUA shall remain the property of KUA, including facilities installed, constructed, and/or acquired by Kindred CDD II which shall become the property and responsibility of KUA.

D. Stormwater Management Facilities

A master stormwater system will be constructed or acquired by the Kindred CDD II in accordance with the Master Drainage Plan that has been permitted through the South Florida Water Management District. The Stormwater Management Facilities consist primarily of wet ponds which are typically interconnected and discharge at defined natural outfalls throughout the project site. The aforementioned improvements will be owned and maintained by the District.

E. Landscaping/Hardscape

Landscaping/hardscape has been or will be provided at Development entrances, along collector roadways, and within common parcels within Kindred CDD II. Xeriscape landscaping principles have been or will be incorporated into the design to minimize the need for irrigation water. Existing specimen trees are being saved throughout the Development. The aforementioned improvements will be owned and maintained by the District.

F. Recreation and Parks

Recreation and park areas are to be constructed and planned within Kindred CDD II, which will serve the future residents of the District. These current and future amenities include an extensive bikeway and pedestrian trail system; and community pools and facilities. These amenities will be accessible by the public and owned and maintained by the Kindred CDD II.

G. Opinion of Probable Construction Costs

Tables 2.A. & 2.B. provide the updated estimated costs of the CIP for Kindred CDD II. Note, Table 2.A. provides the updated estimated costs of the CIP for the original District boundaries, less the contraction parcels (Phases 2A, 2C, & 2D); and Table 2.B. provides the updated estimated costs of the CIP for the District's expansion parcels (Phases 3A, 3B, 3C, 3D, & 5). A graphic depiction of the CIP is provided on Exhibits 4, 5 & 6, respectively. These items have been incorporated into the cost summaries presented in Tables 2.A. & 2.B.

Table 2.A. Engineer's Opinion of Probable Cost for the Kindred CDD II – Master CIP (Phases 2A, 2C, & 2D)

Cost Category of Public Infrastructure	Phase 2A	Phases 2B ⁴	Phase 2C	Phase 2D	Sub-Total
Mass Grading of Public Infrastructure and Stormwater Ponds	\$1,000,000	-	\$761,845	\$1,471,351	\$3,233,196
Roads and Drainage Infrastructure	\$4,000,000	-	\$2,739,744	\$2,259,444	\$8,999,188
Potable Water, Wastewater and Reuse Mains	\$2,000,000	-	\$1,728,237	\$1,544,148	\$5,272,385
Wastewater Lift stations	\$500,000	-	\$335,235	\$335,235	\$1,170,470
Off-Site Water Main ²	\$156,000	-			\$156,000
Off-Site Wastewater Improvements	\$2,000,000	-	\$12,500	\$12,500	\$2,025,000
Electrical and Lighting	\$500,000	-	\$400,000	\$500,000	\$1,400,000
Landscaping	\$750,000	-	\$625,000	\$625,000	\$2,000,000
Amenities ²				\$2,000,000	\$2,000,000
Design Fees	\$350,000	-	\$300,000	\$300,000	\$950,000
Inspection Fees	\$241,400	-	\$139,439 ³	\$140,567 ³	\$521,406 ³
Platting of Public Projects and Field Monuments	\$150,000	-	\$125,000	\$125,000	\$400,000
Contingency	\$1,164,740	-	\$716,700 ³	\$931,324 ³	\$2,812,764
Total	\$12,812,140	-	\$7,883,700³	\$10,244,569³	\$30,940,409³

¹ The CIP for Phases 2A, and 2C and 2D has been completed.

² Costs are based on the construction phasing but not the benefit.

³ CIP estimated costs have been updated since the Original Master Engineer's Report to correct certain calculations and/or scrivener's errors; in addition, the total estimated costs per infrastructure type and total CIP have been updated to reflect current pricing for material and labor costs.

⁴ Due the Boundary Amendment removing the majority of Phase 2B, the CIP costs associated with Phase 2B have also been removed from the District's CIP. Note: (i) the Phase 2B stormwater ponds, that remain in the District and are owned and maintained by the District, were funded by the Developer and contributed to the District at no cost; and (ii) neither the Series 2020 Bonds nor Series 2021 Bond proceeds funded Phase 2B CIP costs.

Table 2.B. Engineer's Opinion of Probable Cost for the Kindred CDD II – Master CIP (Expansion Phases 3A-D & 5)

Cost Category of Public Infrastructure	Phase 3	Phases 3B	Phase 3C	Phase 3D	Phase 5	Sub-Total	Grand Total
Mass Grading of Public Infrastructure and Stormwater Ponds	\$2,358,813	\$2,358,813	\$2,358,813	\$2,358,813	\$2,500,000	\$11,935,252	\$15,168,448
Roads and Drainage Infrastructure	\$2,544,535	\$2,664,971	\$2,881,070	\$2,717,660	\$2,000,000	\$12,808,236	\$21,807,424
Potable Water, Wastewater and Reuse Mains	\$2,893,953	\$2,757,634	\$2,952,651	\$2,933,579	\$3,000,000	\$14,537,817	\$19,810,202
Wastewater Lift stations ²	\$664,295	-	-	-	\$500,000	\$1,164,295	\$2,334,765
Off-Site Water Main	-	-	-	-	-	-	\$156,000
Off-Site Wastewater Improvements	-	-	-	-	\$250,000	\$250,000	\$2,275,000
Electrical and Lighting	\$800,443	\$800,443	\$800,443	\$800,443	\$750,000	\$3,951,772	\$5,351,772
Landscaping	\$411,000	\$411,000	\$411,000	\$411,000	\$500,000	\$2,144,000	\$4,144,000
Amenities ²			\$3,500,000	-	\$2,000,000	\$5,500,000	\$7,500,000
Design Fees	\$350,000	\$350,000	\$300,000	\$300,000	\$500,000	\$1,800,000	\$2,750,000
Inspection Fees	\$211,540	\$194,535	\$204,813	\$200,251	\$206,250	\$1,017,390	\$1,538,796
Platting of Public Projects and Field Monuments	\$150,000	\$125,000	\$125,000	\$125,000	\$150,000	\$675,000	\$1,075,000
Contingency	\$1,038,458	\$966,240	\$1,353,379	\$984,675	\$1,235,625	\$5,378,376	\$8,391,141
Totals	\$11,423,037	\$10,628,636	\$14,887,169	\$10,831,421	\$13,591,875	\$61,362,138	\$92,302,548

¹ Due the Boundary Amendment adding Phases 3 & 5, the master infrastructure costs associated with Phases 3 & 5 have also been added to the District's CIP.

² Costs are based on the construction phasing but not the benefit.

H. Permit Status

Permits for the construction of Phases 2A, 2C, and 2D were obtained prior to completion of those phases. Permits for the construction of Phases 3A through 3D and Phase 5 have been obtained or are pending final issuance. No additional permits will be required prior to the start of future Phases of the CIP construction. Permits from the following agencies are or will be required:

- Osceola County (All Site Improvements)
- Florida Department of Environmental Protection (Water and Wastewater)
- U.S. Army Corps of Engineers (Dredge and Fill, Protected Species)
- South Florida Water Management District (Water Use, Stormwater, Wetland Impacts, Protected Species)
- Toho Water Authority (Water, Wastewater and effluent reuse)
- ECFRPC, DEO (PD Development Order Compliance)

The District Engineer hereby certifies that all permits necessary to complete the project have either already been obtained, or will be obtained, following a customary and normal permitting process.

EXHIBIT 1



EXHIBIT 2



LEGAL DESCRIPTION

(AS PREPARED BY SURVEYOR)

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 12°31'08"; 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.

AMENDED CDD contains 521.139 acres, more or less, in total.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE EAST RIGHT OF WAY LINE OF KINGS HIGHWAY AS N00°14'58"W.

THIS IS NOT A SURVEY. NO BOUNDARY WORK WAS PERFORMED AS A PART OF THIS SKETCH.

THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

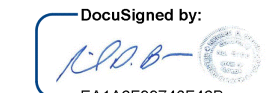
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 OF 2 FOR SKETCH.

CERTIFICATION:

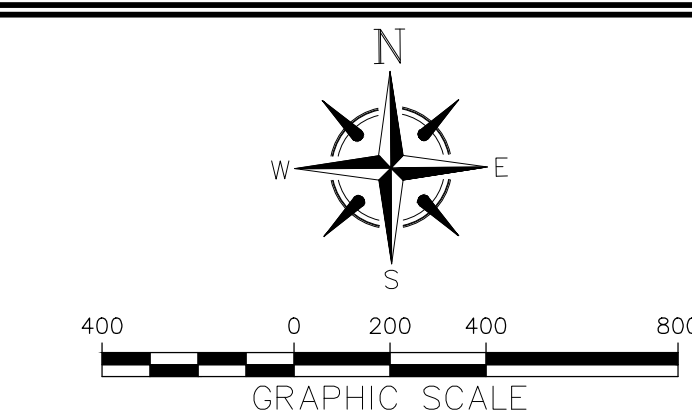
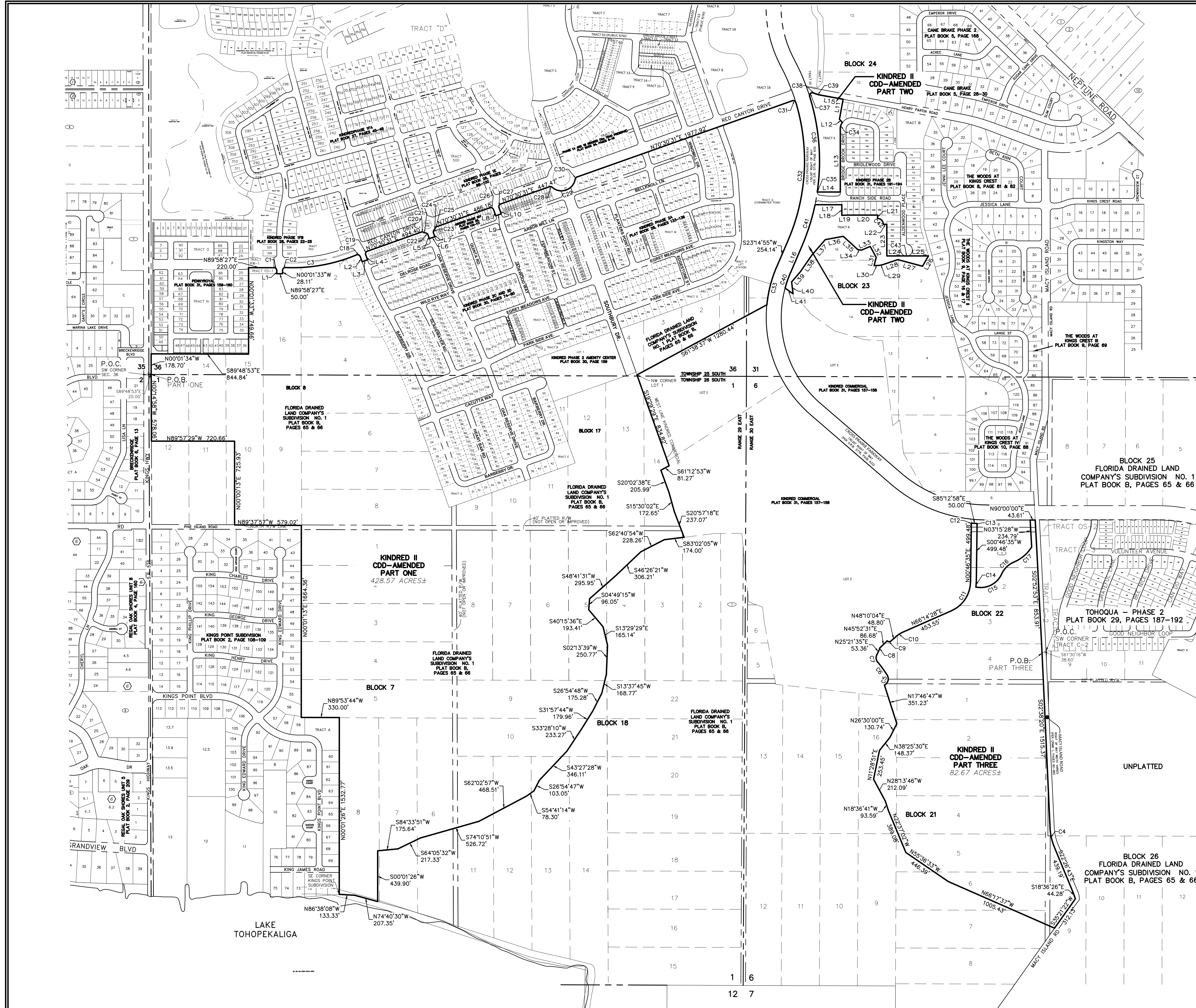
I HEREBY CERTIFY TO:

D.R. HORTON, INC.



RICHARD D. BROWN, P.S.M. STATE OF FLORIDA REGISTRATION NO. 5700 (NOT VALID WITHOUT EMBOSSED SEAL)

SKETCH OF DESCRIPTION TOWN OF KINDRED II AMENDED CDD. Includes abbreviations, legend, and surveying information for Johnston's Surveying Inc.



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S00°01'33"E	27.11'
L2	S19°29'29"E	46.78'
L3	N71°01'53"E	50.00'
L4	N19°29'29"W	46.24'
L5	S19°29'29"E	33.82'
L6	N71°01'53"E	50.00'
L7	N19°29'29"W	34.25'
L8	S19°29'29"E	56.96'
L9	N71°01'53"E	50.00'
L10	N19°29'29"W	57.42'
L11	S10°34'51"W	176.41'
L12	S42°17'44"E	38.96'
L13	S00°00'00"E	544.52'
L14	N90°00'00"E	199.71'
L15	N79°44'34"W	202.54'
L16	N23°14'55"E	254.14'
L17	N90°00'00"E	232.05'
L18	N00°00'00"E	91.64'
L19	S88°07'04"W	50.03'
L20	N90°00'00"W	260.00'
L21	N00°00'00"E	30.00'

LINE TABLE

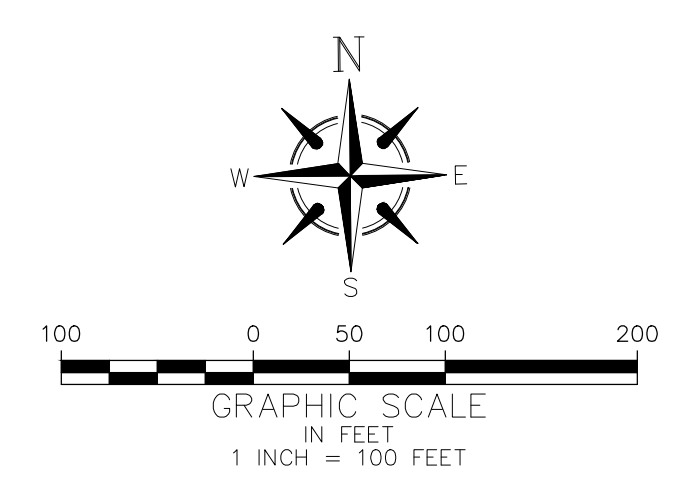
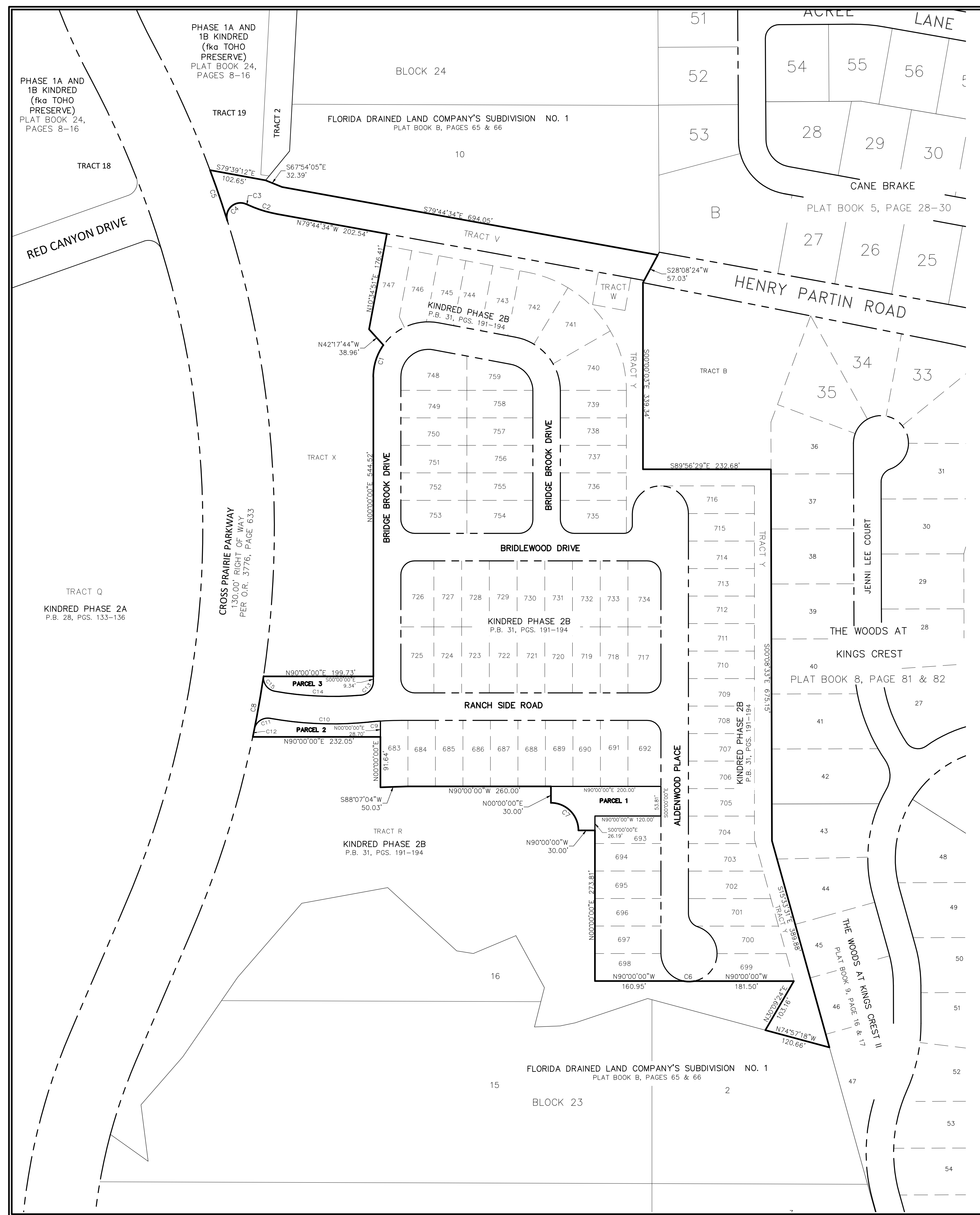
LINE #	DIRECTION	LENGTH
L22	N90°00'00"W	30.00'
L23	N00°00'00"E	273.81'
L24	N90°00'00"W	160.95'
L25	N90°00'00"E	181.50'
L26	S30°09'24"W	103.16'
L27	N74°57'18"W	221.55'
L28	S71°25'25"W	138.85'
L29	S78°25'00"W	28.06'
L30	S87°41'42"W	46.81'
L31	N14°14'32"E	73.80'
L32	N28°44'49"W	107.78'
L33	S67°11'37"W	83.93'
L34	N80°38'33"W	30.64'
L35	N47°30'33"W	170.22'
L36	S79°36'48"W	158.67'
L37	S40°54'51"W	178.23'
L38	S34°37'09"W	175.70'
L39	S41°02'08"W	115.41'
L40	S07°13'09"E	103.50'
L41	N54°30'15"W	84.27'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	25.00	90°00'00"	39.27	S45°01'33"E	35.36
C2	25.00	90°00'00"	39.27	N44°58'27"E	35.36
C3	1423.98	25°24'48"	631.60	N79°54'49"E	626.44
C4	500.00	19°48'25"	172.85	S12°32'38"E	171.99
C5	60.00	95°56'58"	100.48	N15°43'37"E	89.14
C6	1040.00	7°38'28"	138.70	N36°04'06"W	138.59
C7	60.00	65°14'55"	68.33	N07°15'53"W	64.70
C8	60.00	13°19'00"	13.95	N18°42'05"E	13.91
C9	25.00	87°39'32"	38.25	S87°57'17"E	34.63
C10	275.00	18°04'24"	86.75	N57°12'16"E	86.39
C11	275.00	65°27'53"	314.21	N33°30'31"E	297.39
C12	175.00	4°01'26"	12.29	N02°47'18"E	12.29
C13	125.00	4°01'50"	8.79	S02°47'30"W	8.79
C14	325.00	7°34'18"	42.95	S04°33'44"W	42.92
C15	199.16	78°01'36"	271.23	N63°09'53"E	250.75
C16	201.74	43°15'20"	152.30	N45°46'45"E	148.71
C17	330.47	35°27'19"	204.50	N49°40'45"E	201.25
C18	25.00	90°00'00"	39.27	S64°29'29"E	35.36
C19	25.00	90°00'00"	39.27	N25°30'31"E	35.36
C20	25.00	46°22'12"	20.23	S86°18'23"E	19.69
C21	75.00	16°21'37"	21.42	S71°18'05"E	21.34
C22	25.00	59°59'25"	26.18	S49°29'11"E	25.00
C23	25.00	60°00'35"	26.18	N10°30'49"E	25.00
C24	75.00	16°22'46"	21.44	N32°19'43"E	21.37
C25	25.00	46°22'12"	20.23	N47°19'26"E	19.69
C26	25.00	90°00'00"	39.27	S64°29'29"E	35.36
C27	25.00	90°00'00"	39.27	N25°30'31"E	35.36
C28	25.00	61°35'04"	26.87	S78°41'56"E	25.60
C29	120.00	123°10'08"	257.96	N70°30'31"E	211.08
C30	25.00	61°35'04"	26.87	N39°42'59"E	25.60
C31	25.00	92°35'35"	40.40	S63°11'41"E	36.15
C32	1735.00	40°08'49"	1215.71	S03°10'30"W	1190.99
C33	1115.00	17°31'21"	341.00	S14°29'14"W	339.67
C34	100.00	35°12'41"	61.46	S17°36'21"W	60.49
C35	25.00	2°41'38"	1.18	S06°57'13"W	1.18
C36	1865.00	25°42'02"	836.56	N04°32'59"W	829.57
C37	25.00	126°57'46"	55.40	S46°04'54"W	44.74
C38	72.50	4°47'02"	6.05	N68°02'42"W	6.05
C39	225.00	14°05'23"	55.33	S72°41'52"E	55.19
C40	985.00	8°13'19"	141.35	S19°08'15"W	141.23
C41	1865.00	11°28'44"	373.65	N17°30'32"E	373.02
C42	50.00	90°00'00"	78.54	N45°00'00"W	70.71
C43	51.00	21°35'24"	19.22	S89°25'49"E	19.10

EXHIBIT 3





LEGAL DESCRIPTION:

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 Northeastly 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.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	100.00	35°12'41"	61.46	S17°36'21"W	60.49
C2	225.00	14°05'23"	55.33	S72°41'52"E	55.19
C3	72.50	4°47'02"	6.05	N68°02'42"W	6.05
C4	25.00	126°57'46"	55.40	S46°04'54"W	44.74
C5	1865.00	2°59'37"	97.44	N18°53'48"W	97.43
C6	51.00	21°35'24"	19.22	S89°25'49"E	19.10
C7	50.00	90°00'00"	78.54	N45°00'00"W	70.71
C8	1865.00	3°25'57"	111.73	N10°03'11"E	111.72
C9	575.00	2°00'37"	20.17	S85°08'32"W	20.17
C10	650.00	15°55'32"	180.67	S87°54'01"E	180.09
C11	25.00	89°19'01"	38.98	S55°59'39"W	35.15
C12	1865.00	0°26'13"	14.22	N11°33'04"E	14.22
C13	25.00	85°08'36"	37.15	N42°34'18"E	33.83
C14	600.00	14°59'16"	156.95	S87°21'46"E	156.51
C15	25.00	85°28'32"	37.30	S37°07'52"E	33.93

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT).
 THIS IS NOT A SURVEY. NO BOUNDARY WORK WAS PERFORMED AS A PART OF THIS SKETCH.
 THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION:

I HEREBY CERTIFY TO:
D R HORTON, INC.

DocuSigned by:

 EA1A6F33740F48B
 RICHARD D. BROWN, P.S.M.
 STATE OF FLORIDA
 REGISTRATION NO. 5700
 (NOT VALID WITHOUT EMBOSSED SEAL)

8/2/2022
 DATE

ABBREVIATIONS		LEGEND	
P.B. PLAT BOOK	(C) CALCULATED	DEGREES	ALL PROPERTY CORNERS AS NOTED
D.B. DEED BOOK	(P) PLAT	MINUTES	D.U.E. DRAINAGE AND UTILITY EASEMENT
R.W. RIGHT OF WAY	(S) DESCRIBED	SECONDS	P.C. POINT OF TANGENCY
P.C. PAGE	(M) MEASURED	MORE OR LESS	P.C.P. POINT OF CURVE
TWP. TOWNSHIP	C.B. CHORD BEARING	L.S. LICENSED BUSINESS	P.C.P. POINT OF INTERSECTION
R.G.E. RANGE	C.S. CHORD	L.S. LICENSED SURVEYOR	N.K.T. NAIL AND TAG
COR. CORNER	L. LENGTH	H.W.F. BARBED WIRE FENCE	P.C.P. POINT OF COMMENCEMENT
A.C. ADJACENT	Δ DELTA	H.W.F. HOOD WIRE FENCE	F.F. FINISH FLOOR ELEVATION
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	T TANGENT	W.W.F. WOOD WIRE FENCE	L.F.E. LOWEST FLOOR ELEVATION
B.M. BENCHMARK	C/L CENTERLINE	E.P. EDGE OF PAVEMENT	S.F.E. SURFACE FLOOR ELEVATION
C.B.S. CONCRETE BLOCK & STUCCO		G/S. OFFSET	R.C.P. REINFORCED CONCRETE PIPE
			CONC. CONCRETE
			STY. STORY
			P.M. PERMANENT REFERENCE MONUMENT
			TX TRANSFORMER
			EL. ELEVATION
			P.T. POINT OF TANGENCY
			P.C. POINT OF CURVE
			P.C.P. POINT OF INTERSECTION
			N.K.T. NAIL AND TAG
			C.M.P. CORRUGATED METAL PIPE
			R.C.P. REINFORCED CONCRETE PIPE
			CONV. CONCRETE
			W.V. WATER VALVE
			W.M. WATER METER
			C.C. CABLE TELEVISION RISER BOX
			W.L. WELL
			E.C.B. ELECTRIC CONTROL BOX
			E.T. ELECTRIC TRANSFORMER
			M.P. METAL LIGHT POLE
			F.L.P. FIBERGLASS LIGHT POLE

SKETCH OF DESCRIPTION

KINDRED II CDD CONTRACTION PARCEL

REVISIONS	REVISIONS
ADD AC. 7/28/22	
AMEND AC. 8/2/22	

SECT. 31 TWP. 25 S. RGE. 30 E.

DATE OF SKETCH 7/19/22 JOB #17-101 SCALE 1"=100' DRAWN BY: BHJ CHECKED BY: RDB

JOHNSTON'S SURVEYING INC.
 900 Cross Prairie Parkway, Kissimmee, Florida 34744
 (407) 847-2179 • Fax (407) 847-6140
 L.B. #966 SHEET 1 OF 1

LEGAL DESCRIPTION

(AS PREPARED BY SURVEYOR)

EXPANSION PARCEL 1:

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.

EXPANSION PARCEL 2:

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.

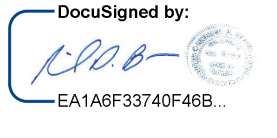
Containing 82.673 acres, more or less.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE EAST RIGHT OF WAY LINE OF KINGS HIGHWAY AS N00°14'58"W. TOTAL AREA OF EXPANSION PARCELS 1 AND 2 COMBINED = 320.78 ACRES +/- THIS IS NOT A SURVEY. NO BOUNDARY WORK WAS PERFORMED AS A PART OF THIS SKETCH. THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SEE SHEET 2 OF 2 FOR SKETCH.

CERTIFICATION:

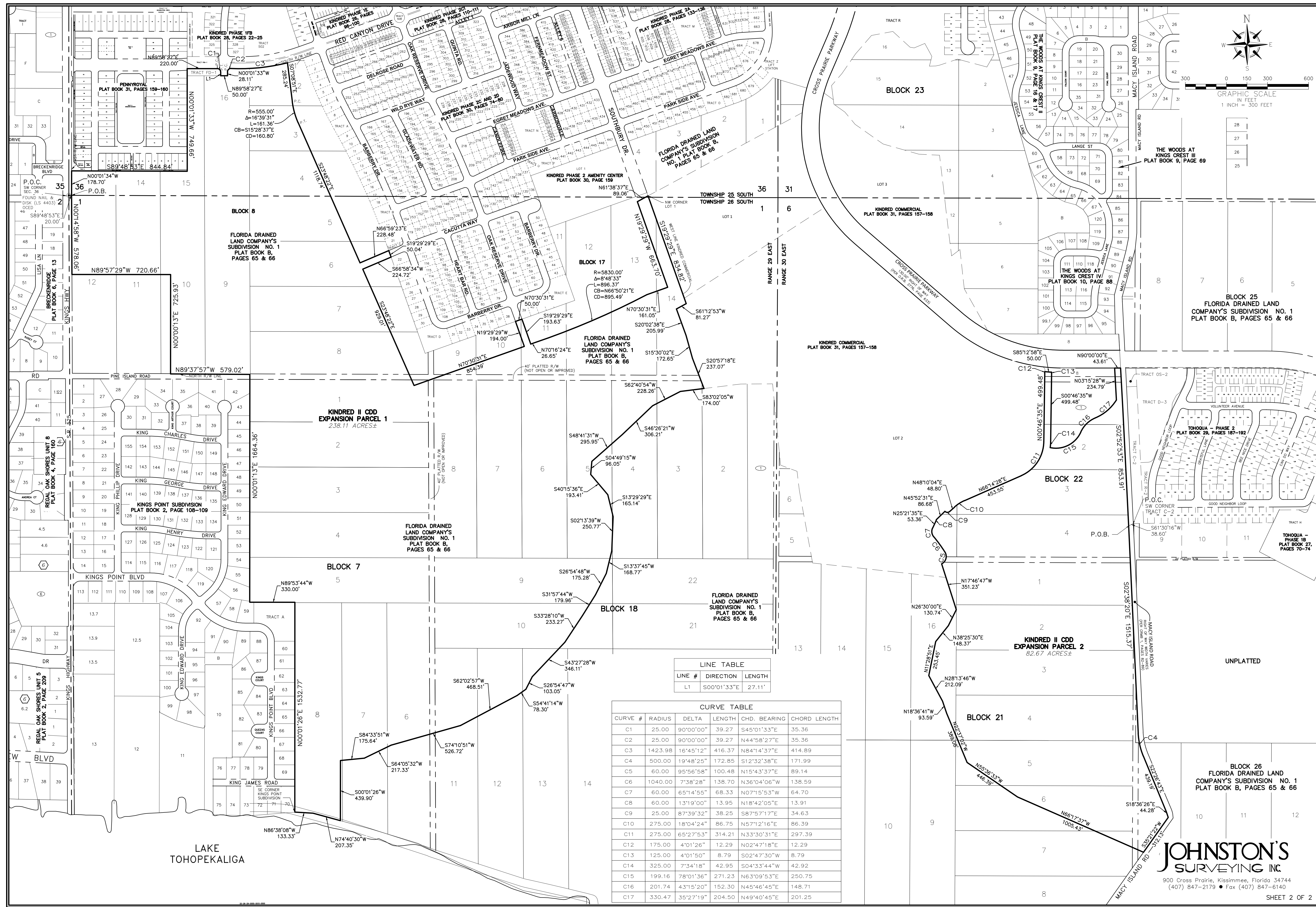
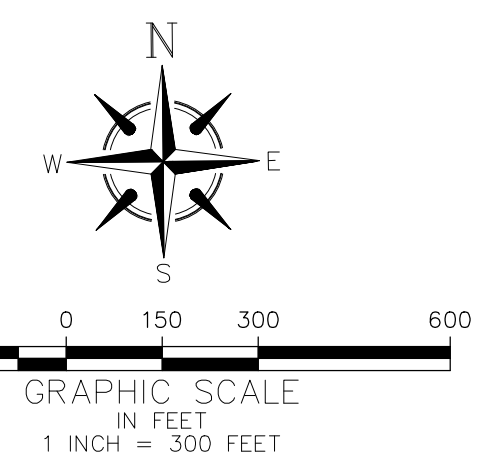
I HEREBY CERTIFY TO: D.R. HORTON, INC.



RICHARD D. BROWN, P.S.M. STATE OF FLORIDA REGISTRATION NO. 5700 (NOT VALID WITHOUT EMBOSSED SEAL)

8/2/2022 DATE

ABBREVIATIONS, LEGEND, SKETCH OF DESCRIPTION, KINDRED II CDD EXPANSION PARCELS, REVISIONS, JOHNSTON'S SURVEYING INC. 900 Cross Prairie, Kissimmee, Florida 34744 (407) 847-2179 • Fax (407) 847-6140 SHEET 1 OF 2



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S00°01'33"E	27.11'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	25.00	90°00'00"	39.27	S45°01'33"E	35.36
C2	25.00	90°00'00"	39.27	N44°58'27"E	35.36
C3	1423.98	16°45'12"	416.37	N84°14'37"E	414.89
C4	500.00	19°48'25"	172.85	S12°32'38"E	171.99
C5	60.00	95°56'58"	100.48	N15°43'37"E	89.14
C6	1040.00	7°38'28"	138.70	N36°04'06"W	138.59
C7	60.00	65°14'55"	68.33	N07°15'53"W	64.70
C8	60.00	13°19'00"	13.95	N18°42'05"E	13.91
C9	25.00	87°39'32"	38.25	S87°57'17"E	34.63
C10	275.00	18°04'24"	86.75	N17°12'16"E	86.39
C11	275.00	65°27'53"	314.21	N33°30'31"E	297.39
C12	175.00	4°01'26"	12.29	N02°47'18"E	12.29
C13	125.00	4°01'50"	8.79	S02°47'30"W	8.79
C14	325.00	7°34'18"	42.95	S04°33'44"W	42.92
C15	199.16	78°01'36"	271.23	N63°09'53"E	250.75
C16	201.74	43°15'20"	152.30	N45°46'45"E	148.71
C17	330.47	35°27'19"	204.50	N49°40'45"E	201.25

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

SKETCH OF DESCRIPTION CONSERVATION EASEMENT #1

LEGAL DESCRIPTION:

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.

NOTES:

- 1) BEARING SHOWN HEREON ARE ASSUMED BASED ON THE WEST LINE OF TRACT A, CANE BRAKE BEING S00°20'01"E.
- 2) THIS IS NOT A SURVEY. NO BOUNDARY WORK WAS PERFORMED AS A PART OF THIS SKETCH.
- 3) THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.
- 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR LINE TABLE

REQUESTED BY: DR HORTON, INC.

DATE OF SKETCH	12/17/2019	REVISIONS
SCALE	1" = 300'	REV. LEGAL 01/15/2020
F.B.	PAGE	REV. LEGAL 01/27/2020
SECTION	31 & 6	REV. SKETCH/LEGAL 11/18/22
TWP. 25 & 26 S., RNG. 30 E.		REV. SKETCH/LEGAL 11/22/22
JOB NO.	17-101	SHEET 1 OF 3

**JOHNSTON'S
SURVEYING INC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

DocuSigned by:

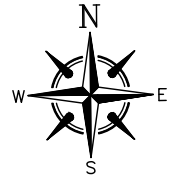
11/22/2022

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

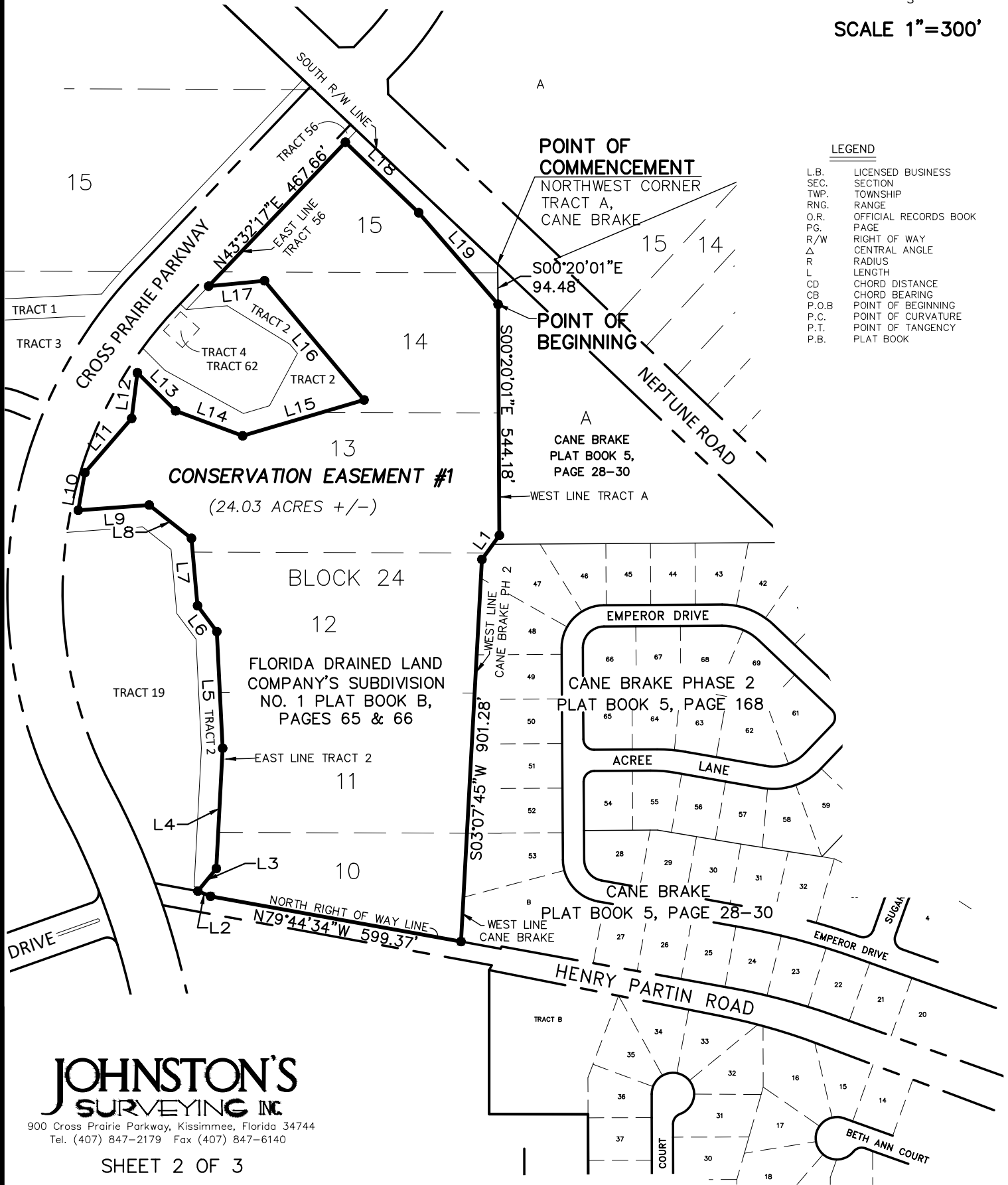
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION CONSERVATION EASEMENT #1

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR LINE TABLE



SCALE 1"=300'



LEGEND

- L.B. LICENSED BUSINESS
- SEC. SECTION
- TWP. TOWNSHIP
- RNG. RANGE
- O.R. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- Δ CENTRAL ANGLE
- R RADIUS
- L LENGTH
- CD CHORD DISTANCE
- CB CHORD BEARING
- P.O.B POINT OF BEGINNING
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.B. PLAT BOOK

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

SKETCH OF DESCRIPTION CONSERVATION EASEMENT #1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S35°54'35"W	70.00'
L2	N67°54'05"W	32.39'
L3	N39°23'46"E	68.62'
L4	N03°00'10"E	283.78'
L5	N02°49'44"W	275.14'
L6	N36°46'55"W	76.09'
L7	N05°10'05"W	159.14'
L8	N51°40'53"W	126.72'
L9	S85°44'17"W	167.56'
L10	N09°57'33"E	90.01'
L11	N40°47'37"E	168.66'
L12	N07°08'46"E	108.33'
L13	S45°05'14"E	127.11'
L14	S69°35'31"E	168.44'
L15	N73°32'03"E	298.11'
L16	N39°52'31"W	365.71'
L17	S84°24'16"W	132.33'
L18	S46°11'42"E	239.30'
L19	S40°52'06"E	285.44'

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH

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

SHEET 3 OF 3

SKETCH OF DESCRIPTION CONSERVATION EASEMENT #2

LEGAL DESCRIPTION:

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; continue N07°13'09"W, a distance of 103.50 feet; 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.

NOTES:

- 1) BEARING SHOWN HEREON ARE ASSUMED BASED ON THE WEST LINE OF THE WOODS AT KING'S CREST IV BEING S00°04'50"W.
- 2) THIS IS NOT A SURVEY. NO BOUNDARY WORK WAS PERFORMED AS A PART OF THIS SKETCH.
- 3) THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.
- 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR LINE TABLE

REQUESTED BY: DR HORTON, INC.

DATE OF SKETCH	12/17/2019	REVISIONS
SCALE	1" = 300'	REV. LEGAL 01/15/2020
F.B.	PAGE	REV. LEGAL 01/27/2020
SECTION	31 & 6	REV. SKETCH/LEGAL 11/18/22
TWP. 25 & 26 S., RNG. 30 E.		REV. LEGAL 01/03/2023
JOB NO.	17-101	SHEET 1 OF 3

**JOHNSTON'S
SURVEYING INC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION CONSERVATION EASEMENT #2

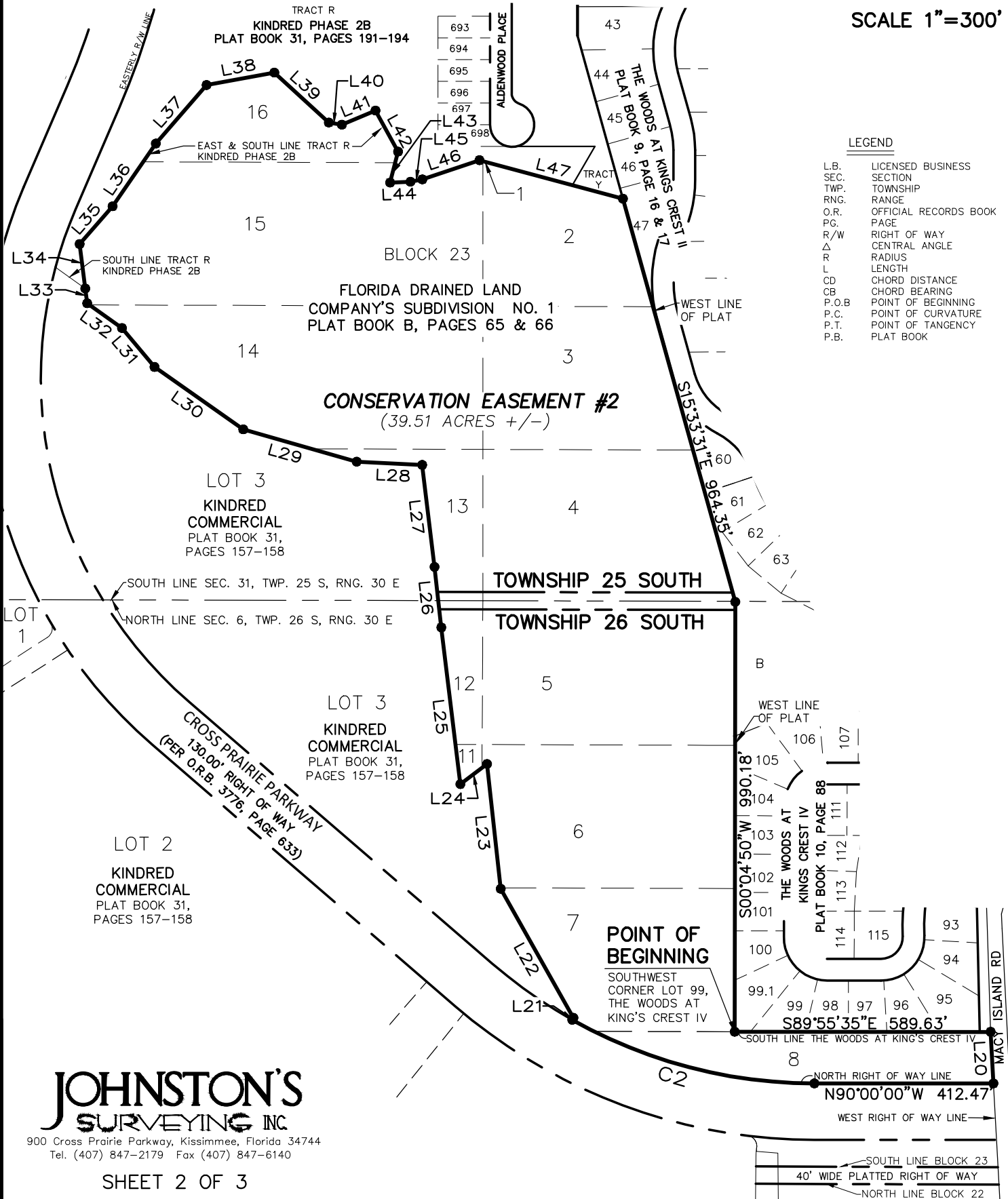
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR LINE TABLE



SCALE 1"=300'

LEGEND

- L.B. LICENSED BUSINESS
- SEC. SECTION
- TWP. TOWNSHIP
- RNG. RANGE
- O.R. OFFICIAL RECORDS BOOK
- P.G. PAGE
- R/W RIGHT OF WAY
- Δ CENTRAL ANGLE
- R RADIUS
- L LENGTH
- CD CHORD DISTANCE
- CB CHORD BEARING
- P.O.B POINT OF BEGINNING
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SKETCH OF DESCRIPTION CONSERVATION EASEMENT #2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L20	S03°07'07"E	118.52'
L21	N29°25'56"E	5.33'
L22	N29°22'41"W	341.19'
L23	N06°16'10"W	289.10'
L24	S52°56'15"W	76.88'
L25	N06°55'16"W	363.54'
L26	N06°24'23"W	140.57'
L27	N06°52'45"W	236.62'
L28	N87°08'30"W	151.20'
L29	N74°06'13"W	271.78'
L30	N54°53'52"W	249.88'
L31	N39°51'44"W	116.72'
L32	N54°30'15"W	98.56'
L33	N07°13'09"W	34.03'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L34	N07°13'09"W	103.50'
L35	N41°02'08"E	115.41'
L36	N34°37'09"E	175.70'
L37	N40°54'51"E	178.23'
L38	N79°36'48"E	158.67'
L39	S47°30'33"E	170.22'
L40	S80°38'33"E	30.64'
L41	N67°11'37"E	83.93'
L42	S28°44'49"E	107.78'
L43	S14°14'32"W	73.80'
L44	N87°41'42"E	46.81'
L45	N78°25'00"E	28.06'
L46	N71°25'25"E	138.85'
L47	S74°57'18"E	342.21'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C2	1135.00	29°25'56"	583.03	N75°17'02"W	576.65

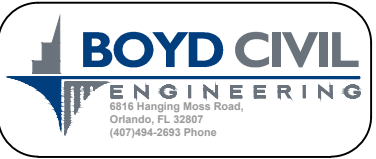
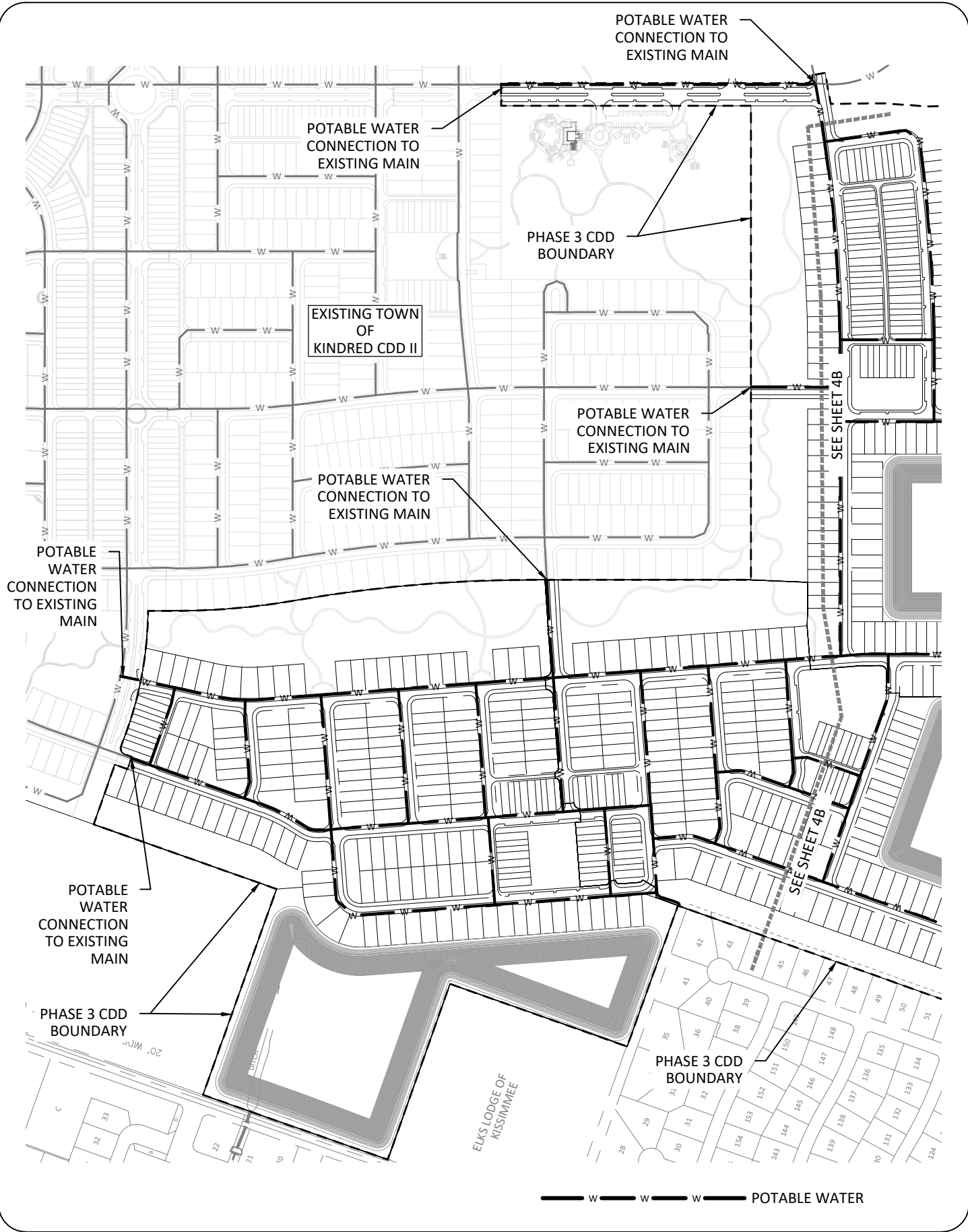
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH

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EXHIBIT 4



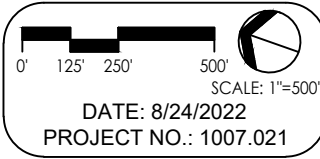
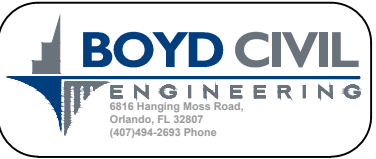
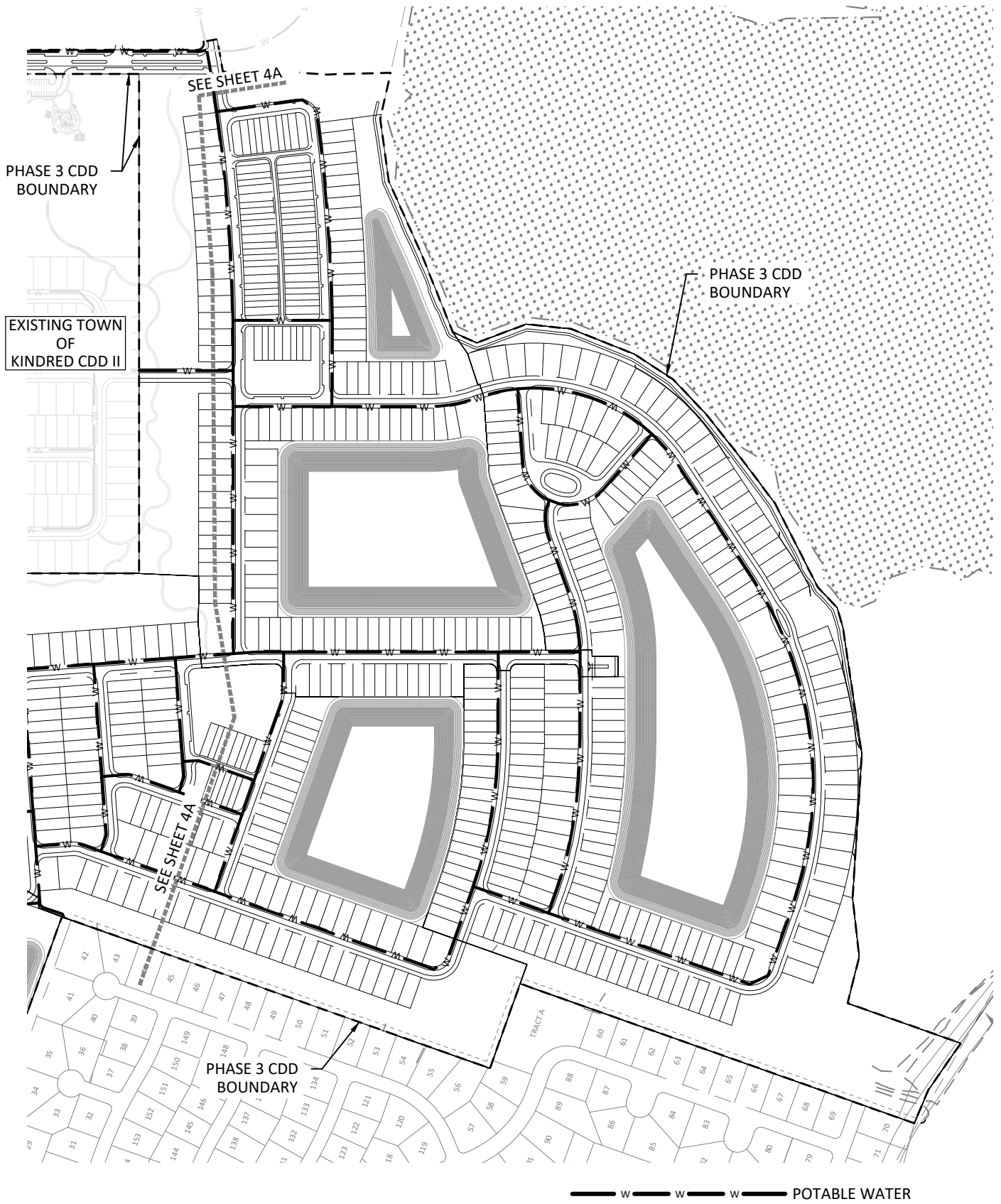
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0' 125' 250' 500'
SCALE: 1"=500'
DATE: 8/24/2022
PROJECT NO.: 1007.021

KINDRED PHASE 3 WATER INFRASTRUCTURE IMPROVEMENTS

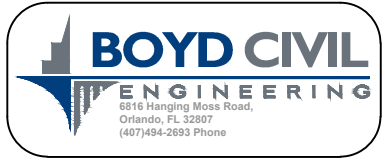
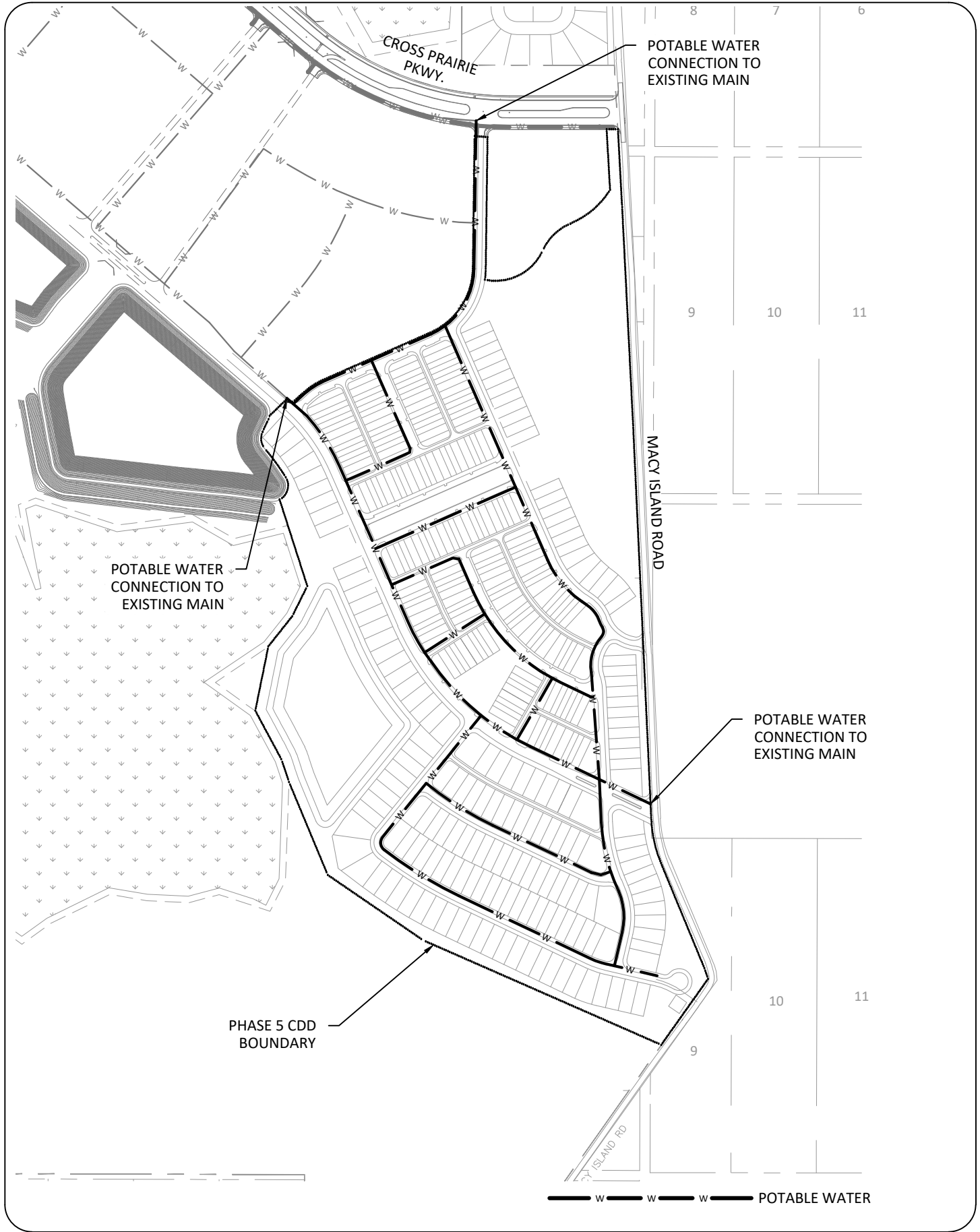
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KINDRED PHASE 3 WATER INFRASTRUCTURE IMPROVEMENTS

4B

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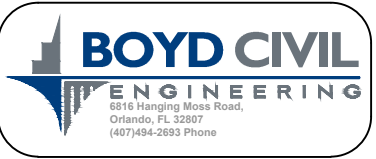
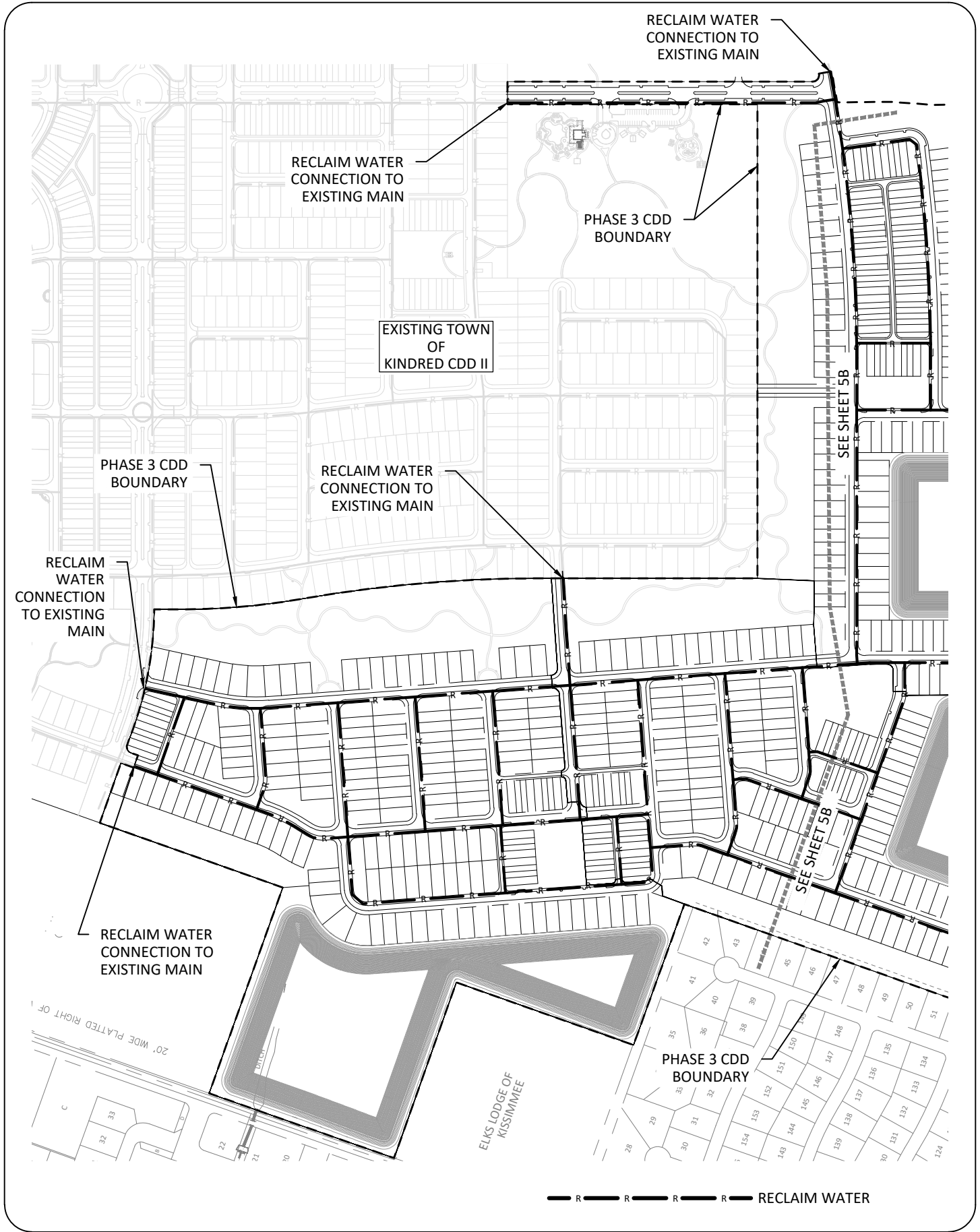
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PROJECT NO.: 1007.023

KINDRED PHASE 5 WATER INFRASTRUCTURE IMPROVEMENTS

EXHIBIT 5



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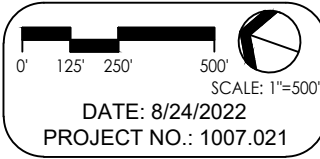
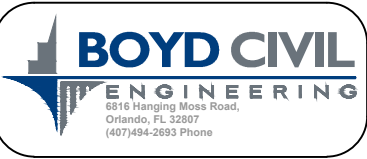
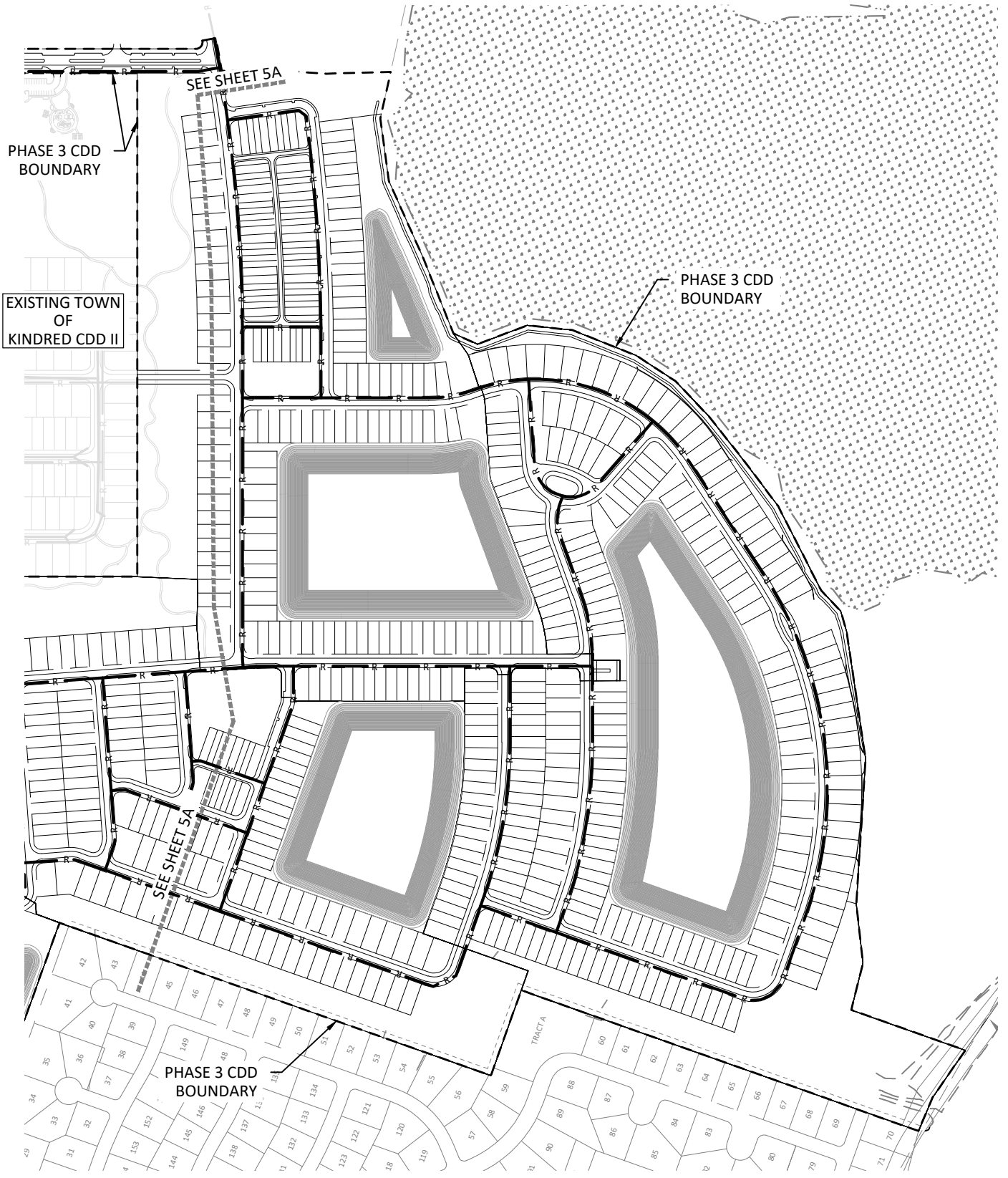


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PROJECT NO.: 1007.021

KINDRED PHASE 3 RECLAIM INFRASTRUCTURE IMPROVEMENTS

5A

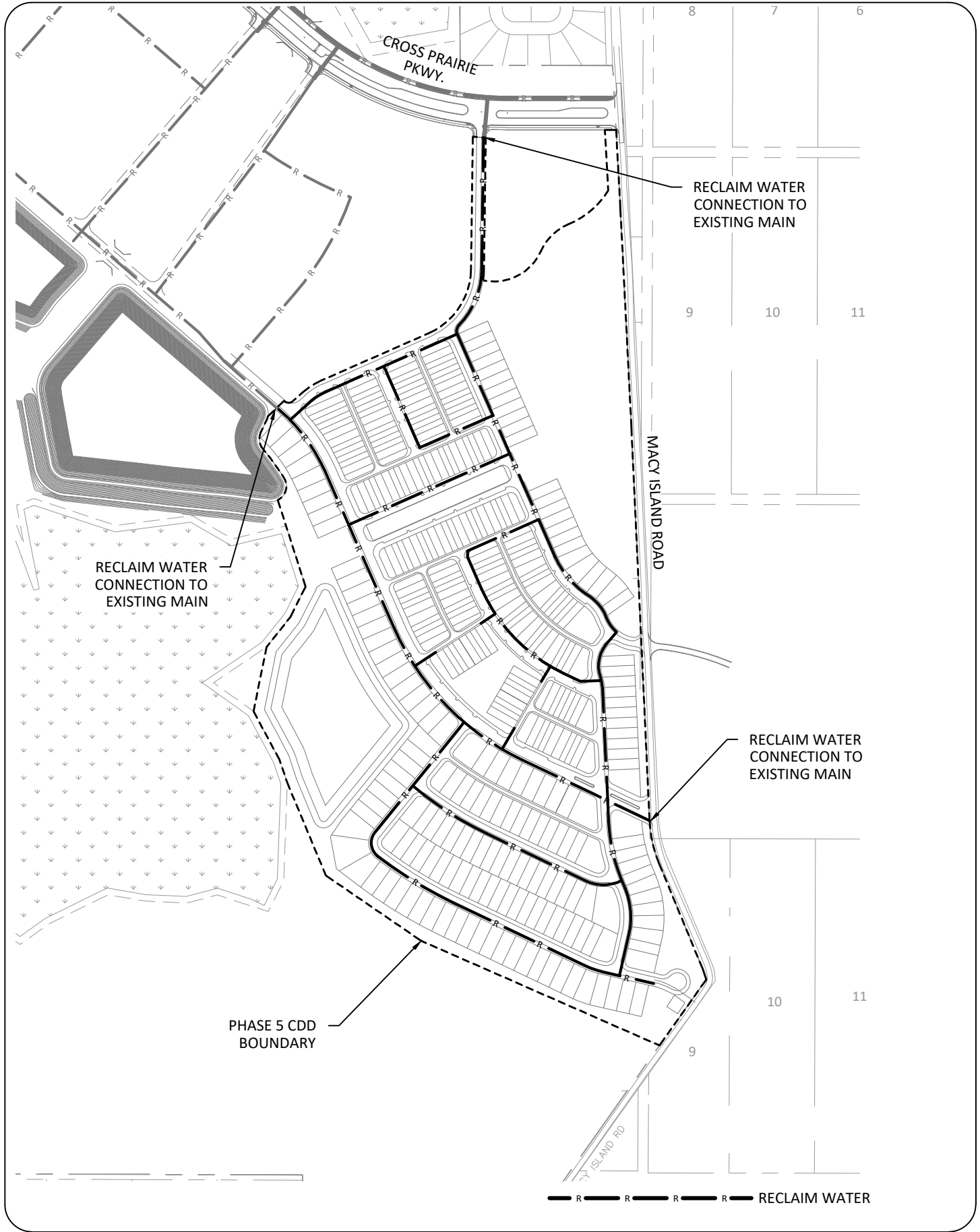
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**KINDRED PHASE 3
RECLAIM INFRASTRUCTURE
IMPROVEMENTS**

5B

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SCALE: 1"=500'

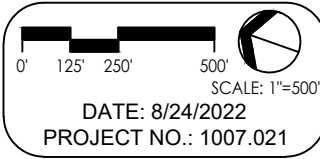
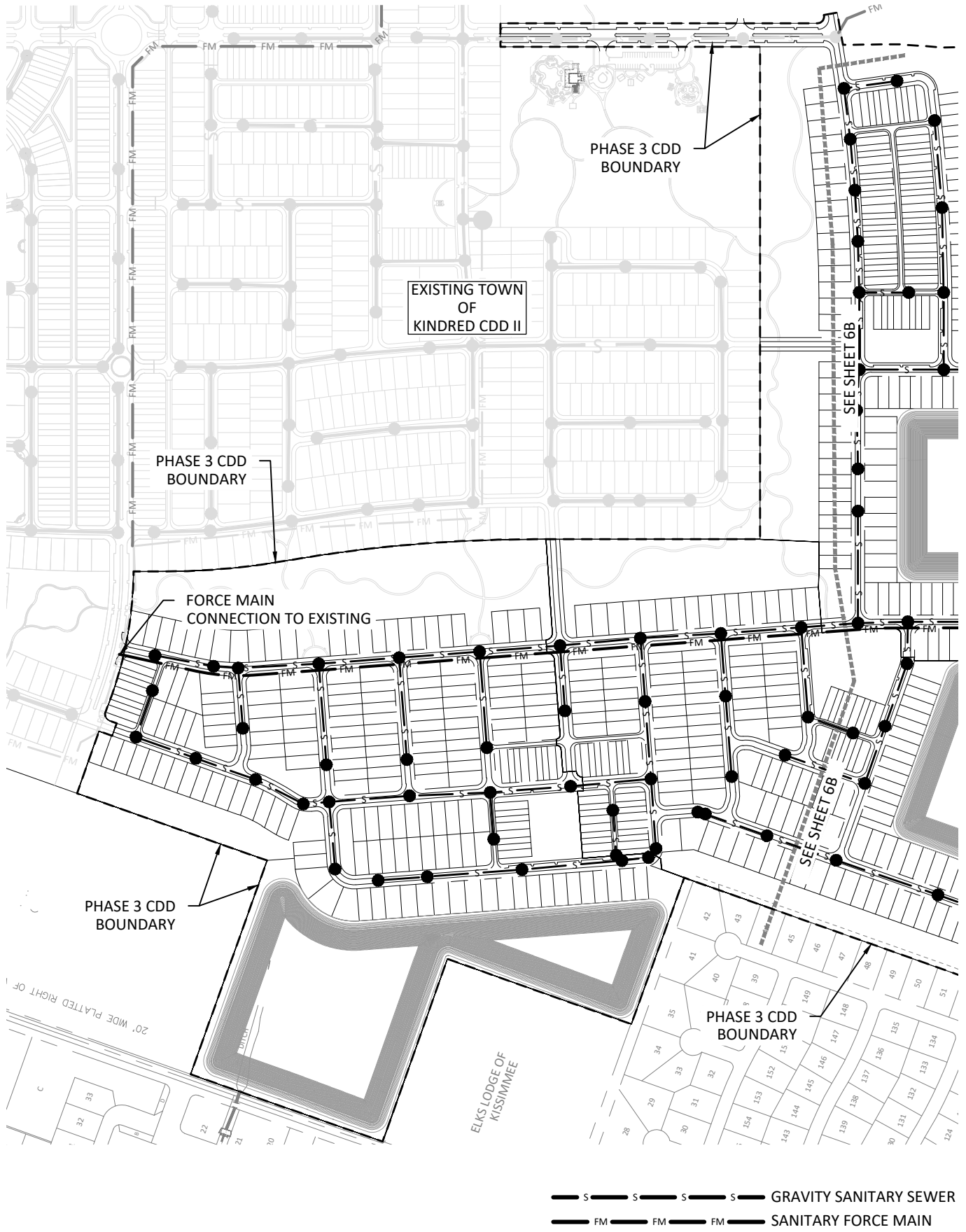
DATE: 8/22/2022
PROJECT NO.: 1007.023

KINDRED PHASE 5 RECLAIM INFRASTRUCTURE IMPROVEMENTS

EXHIBIT 6



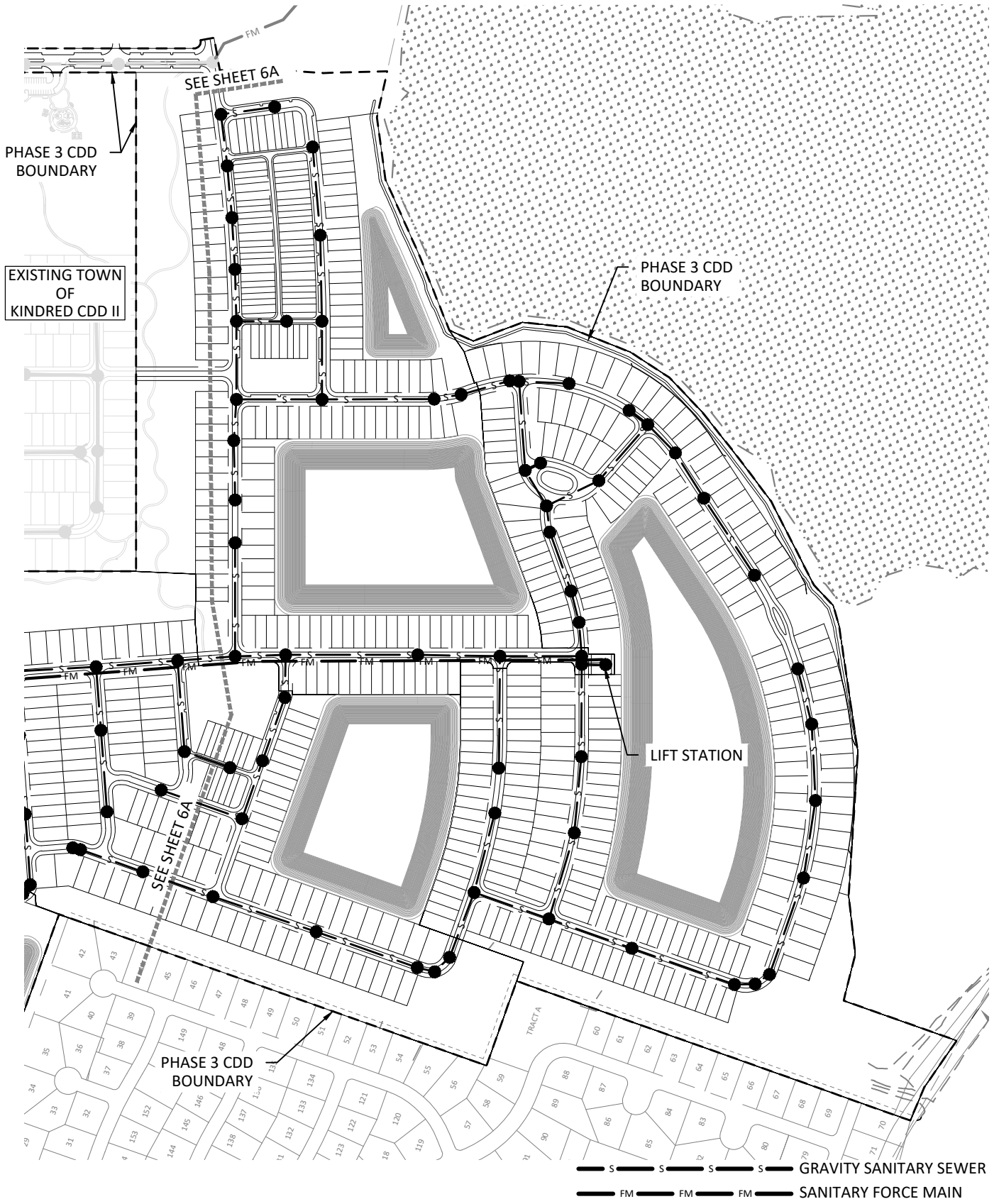
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**KINDRED PHASE 3
SANITARY INFRASTRUCTURE
IMPROVEMENTS**

6A

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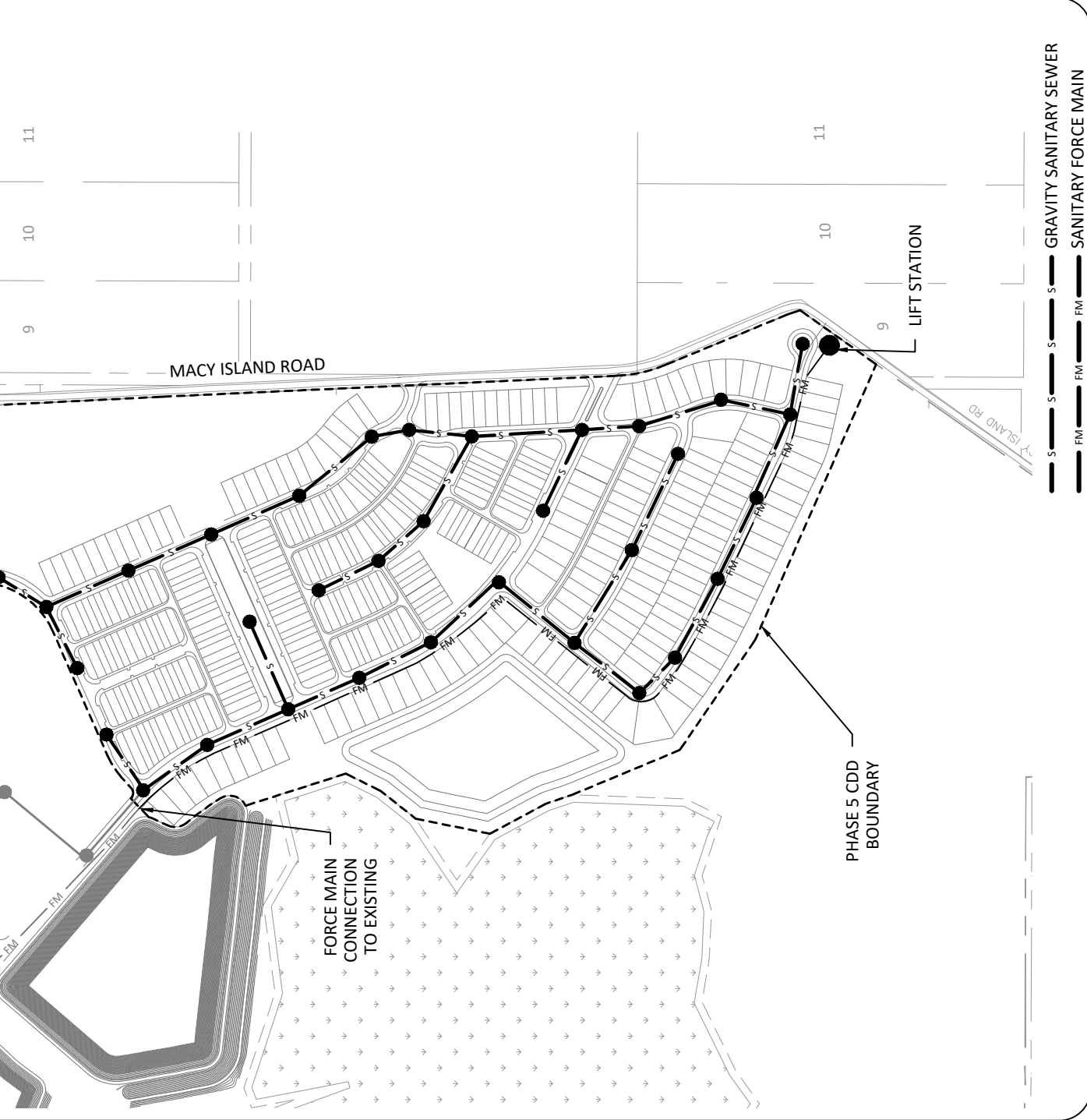


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DATE: 8/24/2022
PROJECT NO.: 1007.021

KINDRED PHASE 3
SANITARY INFRASTRUCTURE
IMPROVEMENTS

6B



GRAVITY SANITARY SEWER
 SANITARY FORCE MAIN

6

**KINDRED PHASE 5
SANITARY INFRASTRUCTURE
IMPROVEMENTS**

SCALE: 1"=500'
 DATE: 8/22/2022
 PROJECT NO.: 1007.023

BOYD CIVIL
ENGINEERING
 6816 Hanging Moss Road,
 Orlando, FL 32807
 (407)494-2693 Phone

RESOLUTION 2023-10

[170.03 RESOLUTION – EXPANSION AREA]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, on January 13, 2020, the Board of County Commissioners of Osceola County, Florida (“County Commission”) enacted Ordinance 2020-16 establishing the Town of Kindred Community Development District II (the “**District**”) pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, on January 9, 2023, the County Commission enacted Ordinance 2023-05, amending Ordinance 2020-16 and, inter alia, expanding the boundaries of the District to include 384.319 acres of property known as Phases 3 and 5 (“**Expansion Area**”); and

WHEREAS, the Board of Supervisors (the “**Board**”) of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “**Improvements**”) for the Expansion Area described in the District’s *Amended & Restated Engineer’s Report for the Town of Kindred Community Development District II*, dated February 9, 2023, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “**Assessments**”); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Special Assessment Allocation Report (Phase 3 & 5)*, dated February 9, 2023, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Rizzetta & Company, 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “**District Records Office**”); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

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

SECTION 2. Assessments shall be levied to defray a portion of the cost of the Improvements.

SECTION 3. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

SECTION 4. The total estimated cost of the Improvements is \$61,362,138 (the “**Estimated Cost**”).

SECTION 5. The Assessments will defray approximately \$_____, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

SECTION 6. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

SECTION 7. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

SECTION 8. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

SECTION 9. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The

Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

SECTION 10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

SECTION 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

SECTION 12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Osceola County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

SECTION 13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of February 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Amended & Restated Engineer's Report for the Town of Kindred Community Development District II, dated February 9, 2023*

Exhibit B: *Master Assessment Special Assessment Allocation Report (Phases 3 & 5), dated February 9, 2023*

Exhibit A:
*Amended & Restated Engineer's Report for the
Town of Kindred Community Development District II, dated February 9, 2023*

Exhibit B:
Master Assessment Special Assessment Allocation Report (Phases 3 & 5),
dated February 9, 2023

RESOLUTION 2023-11

[170.07 RESOLUTION – EXPANSION AREA]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II SETTING A PUBLIC HEARING TO BE HELD ON FEBRUARY 9, 2023 AT 10:30 A.M. AT THE OSCEOLA COUNTY COURTHOUSE, 1 COURTHOUSE SQUARE, SUITE 4700, KISSIMMEE, FLORIDA 34741, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Town of Kindred Community Development District II (the “Board”) has previously adopted Resolution 2023-10 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2023-10, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, Rizzetta & Company, 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “District Office”).

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

SECTION 1. There is hereby declared a public hearing to be held at 10:30 a.m. on February 9, 2023, at the offices of **OSCEOLA COUNTY COURTHOUSE, 1 COURTHOUSE SQUARE, SUITE 4700, KISSIMMEE, FLORIDA 34741** for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District

Manager, Rizzetta & Company, 8529 South Park Circle, Suite 330, Orlando, Florida 32819.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Osceola County (by two publications one week apart with the first publication at least twenty (20) days prior and the last publication shall be at least one (1) week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of February 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors