



Rizzetta & Company

# Town of Kindred Community Development District II

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## Board of Supervisors' Regular Meeting April 13, 2023

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

[www.townofkindredcdd2.org](http://www.townofkindredcdd2.org)

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II**

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

<b>Board of Supervisors</b>	John Valantasis Louis Avelli Matthew Stolz Anthony Benitez	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Richard Hernandez	Rizzetta & Company, Inc.
<b>District Counsel</b>	Michelle Rigoni Sarah Sandy	Kutak Rock, LLP. Kutak Rock, LLP.
<b>District Engineer</b>	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

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April 13, 2023

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

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of the Town of Kindred Community Development District II will be held on **Thursday, April 13, 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 February 09, 2023..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for September-December 2022 and January-March 2023..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of Resolution 2023-12 Assessment Resolution (Expansion Area - Series 2023).....Tab 3
  - B. Landscape maintenance of the Cross Prairie Parkway Extension
    1. Ratification of invoices for Landscape maintenance From July 2022 – January 2023.....Tab 4
    2. Ratification of Right of Way Utilization Agreement For Landscape, Hardscape, Street Signs and Irrigation between the district and Osceola County.....Tab 5
    3. Ratification of First Amendment to ULS landscape Agreement for the Addition of the Cross Prairie Parkway.....Tab 6
  - C. Ratification of Acquisition Agreement.....Tab 7
  - D. Consideration of the Acquisition of Phase 3 Lift Station .....Tab 8
  - E. Public Hearing on the Imposition of Special Assessments on the expansion Area (Phases 3&5)
    1. Presentation of Affidavit of Publication and Affidavit of Mailing Notices.....Tab 9
    2. Presentation of Engineer’s Report.....Tab 10
    3. Presentation of Assessment Methodology.....Tab 11
    4. Public Comment, Testimony, and Board Discussion

- 5. Consideration of Resolution 2023-13 Levying  
Special Assessment (Under Seperate Cover)
- F. Consideration of Resolution 2023-14 Setting date of  
Public Hearing Expressing the Districts Intent to Utilize  
the Uniform Method of levying, Collecting and  
Enforcing Non-Ad- Valorem Assessments.....Tab 12

**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

# **Tab 1**

**MINUTES OF MEETING**

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

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II**

The special meeting of the Board of Supervisors of the **Town of Kindred Community Development District II** was held on **Thursday, February 9, 2023, 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	<b>Board Supervisor, Chairman</b>
Louis Avelli	<b>Board Supervisor, Vice Chairman</b>
Anthony Benitez	<b>Board Supervisor, Assistant Secretary</b>
Matthew Stolz	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Richard Hernandez	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Sarah Sandy	<b>District Counsel, Kutak Rock LLP <i>(via phone)</i></b>
Xabier Guericagoitia	<b>District Engineer, Boyd Civil Engineering</b>
Audience	<b>None</b>

**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 15, 2022**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the meeting minutes for meeting held on December 15, 2022, for the Town of Kindred Community Development District II.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Proposal for amendment of  
Phase 2 Landscape and Irrigation landscape  
Agreement**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the amendment of Phase 2 landscape and Irrigation Agreement, for the Town of Kindred Community Development District II.

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**FIFTH ORDER OF BUSINESS**

**Memorandum Regarding Transitory  
Records and Electronic Records**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the resolution 2023-09 Transitory Records and Electronic Records, for the Town of Kindred Community Development District II.

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**SIXTH ORDER OF BUSINESS**

**United Land Services Addendum Agreement**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved United Land Services Addendum Agreement, for the Town of Kindred Community Development District II.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Fee Proposal letter from  
Kutak Rock Regarding Series 2023 Bond  
Issuance and Series 2023 Project**

On Motion by Mr. Stolz, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved the Kutak Rock Fee Proposal Letter, for the Town of Kindred Community Development District II.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Amended and Restated  
Master Engineer Report**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the Amended and Restated Master Engineer Report in substantial form, for the Town of Kindred Community Development District II.

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**NINTH ORDER OF BUSINESS**

**Consideration of Master Special  
Assessment Allocation Report (Phases 3 &  
5)**

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On Motion by Mr. Stolz, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved the Master Special Assessment Allocation Report (Phases 3 and 5) in substantial form, for the Town of Kindred Community Development District II.

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**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-10  
Declaring Special Assessments (Phases 3  
and 5)**

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On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved resolution 2023-10 Declaring Special Assessments (Phases 3 and 5), for the Town of Kindred Community Development District II.

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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-11 Setting  
Public Hearing on Special Assessments  
(Phases 3 and 5)**

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On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved resolution 2023-11 Setting Public hearing on special Assessments (Phases 3 and 5), for the Town of Kindred Community Development District II.

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**Staff Reports**

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A. District Counsel  
No Report.

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B. District Engineer  
Not Present.

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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.

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**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience  
Comments**

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

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1. The board reviewed resumes submitted.

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**TWELFTH ORDER OF BUSINESS**

**Adjournment**



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On a motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors adjourned the meeting at 12:26 p.m., for the Town of Kindred Community Development District.

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\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

## **Tab 2**

## Town of Kindred Community Development District II Check register

Date	Vendor	Document no.	Amount Cleared
	<b>Bank: 552TRUISTOP - Truist Bank</b>	<b>Account no: 1000260667299</b>	
09/01/2022	V02789--Aquatic Weed Management, Inc	100005	350.00 09/30/2022
09/01/2022	V1111--Hidden Eyes, LLC	100006	1,064.23 09/30/2022
09/01/2022	V1954--Rizzetta & Company, Inc.	100004	3,950.00 09/30/2022
09/01/2022	V0747--SSS Down To Earth Opco, LLC	100009	7,749.50 09/30/2022
09/01/2022	V1428--Kutak Rock, LLP	100007	3,129.00 09/30/2022
09/07/2022	V0128--Amazon Capital Services, Inc.	100011	386.09 09/30/2022
09/08/2022	V1179--IPFS Corporation	100012	527.31 09/30/2022
09/13/2022	V0128--Amazon Capital Services, Inc.	100013	92.81 09/30/2022
09/16/2022	V0941--Fountain Design Group, Inc.	100014	190.00 09/30/2022
09/30/2022	V2207--Spectrum	20220909-1	112.95 09/30/2022
09/30/2022	V2460--Toho Water Authority	20220930-1	7,560.54 09/30/2022
09/30/2022	V0128--Amazon Capital Services, Inc.	100015	108.24 10/31/2022
09/30/2022	V2299--SunScape Landscape Management Services, Inc.	100018	925.00 10/31/2022
09/30/2022	V0794--Egis Insurance Advisors, LLC	100016	3,001.70 10/31/2022
09/30/2022	V0811--Hidden Eyes, LLC	100017	4,434.29 10/31/2022
10/03/2022	V1410--Kissimmee Utility Authority	KUA 10/3/22	6,549.70 10/31/2022
10/07/2022	V1954--Rizzetta & Company, Inc.	100019	3,950.00 10/31/2022
10/11/2022	V03201--Spectrum	20221011-1	107.96 10/31/2022
10/11/2022	V03201--Spectrum		(107.96) 10/31/2022
10/11/2022	V03201--Spectrum		107.96 10/31/2022
10/12/2022	V2513--U.S. Bank	100020	4,040.63 10/31/2022
10/20/2022	V1954--Rizzetta & Company, Inc.	100026	5,000.00 10/31/2022
10/20/2022	V1179--IPFS Corporation	100025	2,546.63 10/31/2022
10/20/2022	V0811--Hidden Eyes, LLC	100024	1,064.23 10/31/2022
10/20/2022	V0128--Amazon Capital Services, Inc.	100021	293.42 10/31/2022
10/20/2022	V0429--Celebration PH Holdings, Ltd.	100022	92.25 11/30/2022
10/20/2022	V0903--Florida Department of Economic Opportunity	100023	175.00 10/31/2022
10/20/2022	V2580--Waste Connections of Florida	ACH102022	1,172.71 10/31/2022
10/26/2022	V1428--Kutak Rock, LLP	100027	3,313.39 11/30/2022
10/30/2022	V0747--SSS Down To Earth Opco, LLC	100029	20,713.33 11/30/2022
10/30/2022	V02789--Aquatic Weed Management, Inc	100028	350.00 11/30/2022
10/30/2022	V2299--SunScape Landscape Management Services, Inc.	100030	957.00 11/30/2022
10/31/2022	V2580--Waste Connections of Florida	20221031-01	237.19 10/31/2022
10/31/2022	V2460--Toho Water Authority	20221031-1	0.02 10/31/2022
10/31/2022	V2460--Toho Water Authority		3,566.01 10/31/2022
11/01/2022	V1410--Kissimmee Utility Authority		6,216.90 11/30/2022
11/01/2022	V1954--Rizzetta & Company, Inc.	100032	3,950.00 11/30/2022
11/01/2022	V1954--Rizzetta & Company, Inc.	100031	2,500.00 11/30/2022
11/09/2022	V2207--Spectrum		107.96 11/30/2022
11/13/2022	V1801--Orlando Sentinel Communications	100035	1,008.87 11/30/2022
11/13/2022	V0128--Amazon Capital Services, Inc.	100033	233.07 11/30/2022
11/13/2022	V1179--IPFS Corporation	100034	5,093.26 11/30/2022
11/13/2022	V2513--U.S. Bank	100037	4,040.63 11/30/2022
11/13/2022	V02739--Truly Nolan Branch 711	100036	520.00 11/30/2022
11/18/2022	V1954--Rizzetta & Company, Inc.	100040	467.99 11/30/2022
11/18/2022	V0128--Amazon Capital Services, Inc.	100038	417.90 11/30/2022
11/18/2022	V02903--One Stop Pool Pros, Inc.	100039	9,487.35 12/31/2022
11/26/2022	V0811--Hidden Eyes, LLC	100042	1,064.23 12/31/2022
11/26/2022	V2299--SunScape Landscape Management Services, Inc.	100045	957.00 12/31/2022
11/26/2022	V02789--Aquatic Weed Management, Inc	100041	700.00 12/31/2022
11/26/2022	V02903--One Stop Pool Pros, Inc.	100043	2,025.00 12/31/2022
11/26/2022	V0747--SSS Down To Earth Opco, LLC	100044	41,426.66 12/31/2022
11/29/2022	V2580--Waste Connections of Florida	20221129-01	237.19 11/30/2022
11/30/2022	V2460--Toho Water Authority	20221130-01	30.00 11/30/2022
11/30/2022	V2460--Toho Water Authority		13,487.61 11/30/2022
12/05/2022	V1410--Kissimmee Utility Authority		7,410.87 12/31/2022
12/05/2022	V1954--Rizzetta & Company, Inc.	100046	3,950.00 12/31/2022
12/12/2022	V03201--Spectrum		107.96 12/31/2022
12/12/2022	V0128--Amazon Capital Services, Inc.	100047	203.67 12/31/2022

## Town of Kindred Community Development District II Check register

Date	Vendor	Document no.	Amount Cleared
12/16/2022	V02789--Aquatic Weed Management, Inc	100049	700.00 01/31/2023
12/16/2022	V1179--IPFS Corporation	100048	2,546.63 12/31/2022
12/16/2022	V02903--One Stop Pool Pros, Inc.	100051	2,025.00 01/31/2023
12/16/2022	V1428--Kutak Rock, LLP	100050	5,976.00 12/31/2022
12/27/2022	V0747--SSS Down To Earth Opco, LLC	100056	20,713.33 01/31/2023
12/27/2022	V1801--Orlando Sentinel Communications	100055	5,224.32 01/31/2023
12/27/2022	V0429--Celebration PH Holdings, Ltd.	100053	92.25 01/31/2023
12/27/2022	V0941--Fountain Design Group, Inc.	100054	190.00 01/31/2023
12/27/2022	V0334--Boyd Civil Engineering, Inc.	100052	552.50 01/31/2023
12/27/2022	V2580--Waste Connections of Florida	100057	474.38 01/31/2023
12/28/2022	V1801--Orlando Sentinel Communications	100058	1,391.00 01/31/2023
12/29/2022	V2460--Toho Water Authority		18,733.83 12/31/2022
12/30/2022	V2580--Waste Connections of Florida		265.65 12/31/2022
01/03/2023	V1410--Kissimmee Utility Authority		(6,963.70) 01/31/2023
01/03/2023	V1410--Kissimmee Utility Authority		6,963.70 01/31/2023
01/03/2023	V2299--SunScape Landscape Management Services, Inc.	100063	957.00 01/31/2023
01/03/2023	V1410--Kissimmee Utility Authority		6,963.70 01/31/2023
01/03/2023	V02789--Aquatic Weed Management, Inc	100061	350.00 01/31/2023
01/03/2023	V0811--Hidden Eyes, LLC	100062	1,064.23 01/31/2023
01/03/2023	V1954--Rizzetta & Company, Inc.	100059	3,950.00 01/31/2023
01/04/2023	V02789--Aquatic Weed Management, Inc	100060	350.00 01/31/2023
01/05/2023	V0128--Amazon Capital Services, Inc.	100064	46.81 01/31/2023
01/09/2023	V0128--Amazon Capital Services, Inc.	100065	287.17 01/31/2023
01/09/2023	V03201--Spectrum		107.96 01/31/2023
01/09/2023	V1428--Kutak Rock, LLP	100066	8,174.18 01/31/2023
01/10/2023	V1410--Kissimmee Utility Authority	100068	800.00 01/31/2023
01/10/2023	V1410--Kissimmee Utility Authority	100067	800.00 01/31/2023
01/13/2023	V1954--Rizzetta & Company, Inc.	100069	6,000.00 01/31/2023
01/16/2023	V0128--Amazon Capital Services, Inc.	100070	489.74 01/31/2023
01/17/2023	V1428--Kutak Rock, LLP	100071	5,895.20 01/31/2023
01/26/2023	V0811--Hidden Eyes, LLC	100072	1,064.23 02/28/2023
01/27/2023	V2460--Toho Water Authority	012723-1	8,175.12 01/31/2023
02/01/2023	V1410--Kissimmee Utility Authority	02012023-1	7,922.10 02/28/2023
02/01/2023	V0334--Boyd Civil Engineering, Inc.	100074	1,688.75 02/28/2023
02/01/2023	V2299--SunScape Landscape Management Services, Inc.	100076	957.00 02/28/2023
02/01/2023	V0128--Amazon Capital Services, Inc.	100073	192.28 02/28/2023
02/01/2023	V1179--IPFS Corporation	100075	2,546.63 02/28/2023
02/03/2023	V1954--Rizzetta & Company, Inc.	100077	3,950.00 02/28/2023
02/08/2023	V03201--Spectrum	02082023-1	107.96 02/28/2023
02/10/2023	V1428--Kutak Rock, LLP	100078	4,321.50 02/28/2023
02/16/2023	V0128--Amazon Capital Services, Inc.	100079	319.55 02/28/2023
02/16/2023	V02789--Aquatic Weed Management, Inc	100080	700.00 02/28/2023
02/22/2023	V0811--Hidden Eyes, LLC	100082	1,064.23 In Transit
02/22/2023	V1179--IPFS Corporation	100083	2,546.63 In Transit
02/22/2023	V0128--Amazon Capital Services, Inc.	100081	44.77 In Transit
02/28/2023	V2460--Toho Water Authority	02282023-1	4,188.74 02/28/2023
02/28/2023	V0334--Boyd Civil Engineering, Inc.	100084	3,300.00 In Transit
02/28/2023	V1428--Kutak Rock, LLP	100085	6,827.31 In Transit
02/28/2023	V02903--One Stop Pool Pros, Inc.	100086	3,075.00 In Transit
03/01/2023	V2299--SunScape Landscape Management Services, Inc.	100091	957.00 In Transit
03/01/2023	V02903--One Stop Pool Pros, Inc.	100090	225.00 In Transit
03/01/2023	V0334--Boyd Civil Engineering, Inc.	100089	3,332.50 In Transit
03/01/2023	V0128--Amazon Capital Services, Inc.	100088	506.84 In Transit
03/01/2023	V1954--Rizzetta & Company, Inc.	100087	3,950.00 In Transit
03/06/2023	V1410--Kissimmee Utility Authority	03062023-1	6,609.27 In Transit
03/06/2023	V02789--Aquatic Weed Management, Inc	100092	700.00 In Transit
03/17/2023	V1179--IPFS Corporation	100094	2,546.63 In Transit
03/17/2023	V2299--SunScape Landscape Management Services, Inc.	100095	957.00 In Transit
03/17/2023	V1168--Innersync Studio, Ltd	100093	1,537.50 In Transit
03/20/2023	V0128--Amazon Capital Services, Inc.	100096	16.58 In Transit
03/22/2023	V0128--Amazon Capital Services, Inc.	100097	1,171.73 In Transit
03/22/2023	V0811--Hidden Eyes, LLC	100099	1,064.23 In Transit
03/22/2023	V0334--Boyd Civil Engineering, Inc.	100098	4,558.23 In Transit
03/22/2023	V1801--Orlando Sentinel Communications	100100	320.68 In Transit
03/22/2023	V1804--Osceola County Property Appraiser	100101	168.57 In Transit
03/30/2023	V2460--Toho Water Authority	03302023-1	6,944.71 In Transit
03/30/2023	V0128--Amazon Capital Services, Inc.	100102	190.99 In Transit
03/30/2023	V0941--Fountain Design Group, Inc.	100103	190.00 In Transit
03/30/2023	V1428--Kutak Rock, LLP	100104	1,969.00 In Transit
03/30/2023	V03458--United Land Services	100105	31,662.00 In Transit
03/31/2023	V2580--Waste Connections of Florida	03312023-1	265.65 In Transit

## Town of Kindred Community Development District II Check register

Date	Vendor	Document no.	Amount Cleared
04/03/2023	V1954--Rizzetta & Company, Inc.	100106	3,950.00 In Transit
04/06/2023	V1410--Kissimmee Utility Authority	100108	1,413.52 In Transit
04/06/2023	V02789--Aquatic Weed Management, Inc	100107	350.00 In Transit
04/06/2023	V2460--Toho Water Authority	100109	4,100.00 In Transit
	<b>Total for 552TRUISTOP</b>		<b>421,125.56</b>

## Town of Kindred Community Development District II Check register

Date	Vendor	Document no.	Amount Cleared
<b>Bank: 552TRUISTOP - Truist Bank</b>			
		<b>Account no: 1000260667299</b>	
01/03/2023	V1410--Kissimmee Utility Authority		(6,963.70) 01/31/2023
01/03/2023	V1410--Kissimmee Utility Authority		6,963.70 01/31/2023
01/03/2023	V2299--SunScape Landscape Management Services, Inc.	100063	957.00 01/31/2023
01/03/2023	V1410--Kissimmee Utility Authority		6,963.70 01/31/2023
01/03/2023	V02789--Aquatic Weed Management, Inc	100061	350.00 01/31/2023
01/03/2023	V0811--Hidden Eyes, LLC	100062	1,064.23 01/31/2023
01/03/2023	V1954--Rizzetta & Company, Inc.	100059	3,950.00 01/31/2023
01/04/2023	V02789--Aquatic Weed Management, Inc	100060	350.00 01/31/2023
01/05/2023	V0128--Amazon Capital Services, Inc.	100064	46.81 01/31/2023
01/09/2023	V0128--Amazon Capital Services, Inc.	100065	287.17 01/31/2023
01/09/2023	V03201--Spectrum		107.96 01/31/2023
01/09/2023	V1428--Kutak Rock, LLP	100066	8,174.18 01/31/2023
01/10/2023	V1410--Kissimmee Utility Authority	100068	800.00 01/31/2023
01/10/2023	V1410--Kissimmee Utility Authority	100067	800.00 01/31/2023
01/13/2023	V1954--Rizzetta & Company, Inc.	100069	6,000.00 01/31/2023
01/16/2023	V0128--Amazon Capital Services, Inc.	100070	489.74 01/31/2023
01/17/2023	V1428--Kutak Rock, LLP	100071	5,895.20 01/31/2023
01/26/2023	V0811--Hidden Eyes, LLC	100072	1,064.23 02/28/2023
01/27/2023	V2460--Toho Water Authority	012723-1	8,175.12 01/31/2023
02/01/2023	V1410--Kissimmee Utility Authority	02012023-1	7,922.10 02/28/2023
02/01/2023	V0334--Boyd Civil Engineering, Inc.	100074	1,688.75 02/28/2023
02/01/2023	V2299--SunScape Landscape Management Services, Inc.	100076	957.00 02/28/2023
02/01/2023	V0128--Amazon Capital Services, Inc.	100073	192.28 02/28/2023
02/01/2023	V1179--IPFS Corporation	100075	2,546.63 02/28/2023
02/03/2023	V1954--Rizzetta & Company, Inc.	100077	3,950.00 02/28/2023
02/08/2023	V03201--Spectrum	02082023-1	107.96 02/28/2023
02/10/2023	V1428--Kutak Rock, LLP	100078	4,321.50 02/28/2023
02/16/2023	V0128--Amazon Capital Services, Inc.	100079	319.55 02/28/2023
02/16/2023	V02789--Aquatic Weed Management, Inc	100080	700.00 02/28/2023
02/22/2023	V0811--Hidden Eyes, LLC	100082	1,064.23 In Transit
02/22/2023	V1179--IPFS Corporation	100083	2,546.63 In Transit
02/22/2023	V0128--Amazon Capital Services, Inc.	100081	44.77 In Transit
02/28/2023	V2460--Toho Water Authority	02282023-1	4,188.74 02/28/2023
02/28/2023	V0334--Boyd Civil Engineering, Inc.	100084	3,300.00 In Transit
02/28/2023	V1428--Kutak Rock, LLP	100085	6,827.31 In Transit
02/28/2023	V02903--One Stop Pool Pros, Inc.	100086	3,075.00 In Transit
03/01/2023	V2299--SunScape Landscape Management Services, Inc.	100091	957.00 In Transit
03/01/2023	V02903--One Stop Pool Pros, Inc.	100090	225.00 In Transit
03/01/2023	V0334--Boyd Civil Engineering, Inc.	100089	3,332.50 In Transit
03/01/2023	V0128--Amazon Capital Services, Inc.	100088	506.84 In Transit
03/01/2023	V1954--Rizzetta & Company, Inc.	100087	3,950.00 In Transit
03/06/2023	V1410--Kissimmee Utility Authority	03062023-1	6,609.27 In Transit
03/06/2023	V02789--Aquatic Weed Management, Inc	100092	700.00 In Transit
03/17/2023	V1179--IPFS Corporation	100094	2,546.63 In Transit
03/17/2023	V2299--SunScape Landscape Management Services, Inc.	100095	957.00 In Transit
03/17/2023	V1168--Innersync Studio, Ltd	100093	1,537.50 In Transit
03/20/2023	V0128--Amazon Capital Services, Inc.	100096	16.58 In Transit
03/22/2023	V0128--Amazon Capital Services, Inc.	100097	1,171.73 In Transit
03/22/2023	V0811--Hidden Eyes, LLC	100099	1,064.23 In Transit
03/22/2023	V0334--Boyd Civil Engineering, Inc.	100098	4,558.23 In Transit
03/22/2023	V1801--Orlando Sentinel Communications	100100	320.68 In Transit
03/22/2023	V1804--Osceola County Property Appraiser	100101	168.57 In Transit
03/30/2023	V2460--Toho Water Authority	03302023-1	6,944.71 In Transit
03/30/2023	V0128--Amazon Capital Services, Inc.	100102	190.99 In Transit
03/30/2023	V0941--Fountain Design Group, Inc.	100103	190.00 In Transit
03/30/2023	V1428--Kutak Rock, LLP	100104	1,969.00 In Transit
03/30/2023	V03458--United Land Services	100105	31,662.00 In Transit
03/31/2023	V2580--Waste Connections of Florida	03312023-1	265.65 In Transit
<b>Total for 552TRUISTOP</b>			<b>159,071.90</b>

## **Tab 3**

**RESOLUTION 2023-12**

**[170.08 RESOLUTION – EXPANSION AREA]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Town of Kindred Community Development District II (“**District**”) previously indicated its intention to construct certain types of infrastructure improvements for property within the District known as Phases 3 and 5 (“**Expansion Area**”) and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the Expansion Area; and

**WHEREAS**, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

- (a) The District is a local unit of special-purpose government organized and existing



under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct certain infrastructure improvements (the “**Improvements**”).

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the project for the Expansion Area (the “**Project**”), the nature and location of which was initially described in Resolution 2023-10 and more particularly described in the *Amended & Restated Engineer’s Report for the Town of Kindred Community Development District II*, dated February 9, 2023 (the “**Engineer’s Report**”) (attached as **Exhibit A** hereto and incorporated herein by this reference), and which Project’s plans and specifications are on file at 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (“**District Manager’s Offices**”); (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its special assessment bonds, in one or more series (the “**Bonds**”).

(g) By Resolution 2023-10, the Board determined to provide the Project and to defray the costs thereof by making Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Assessments. Resolution 2023-10 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2023-10, said Resolution 2023-10 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District.

(i) As directed by Resolution 2023-10, a preliminary assessment roll was adopted and

filed with the Board as required by section 170.06, *Florida Statutes*.

(j) As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2023-11, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel so improved and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the District.

(l) On April 13, 2023, at the time and place specified in Resolution 2023-11 and the notices referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Special Assessment Allocation Report (Phases 3 & 5)*, dated February 9, 2023 (the "**Assessment Report**," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the "**Assessments**"); and

(iii) the Assessment Report is hereby approved, adopted and confirmed. The District authorizes its use in connection with the issuance of the Bonds;

(iv) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the special benefit, in the case of each such parcel, will be equal to or in excess of the

Assessments thereon when allocated as set forth in Exhibit B;

(v) it is in the best interests of the District that the Assessments be paid and collected as herein provided; and

(vi) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due;

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECT.** That certain Project for construction of infrastructure improvements initially described in Resolution 2023-10, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project and the costs to be paid by Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Assessments on the parcels specially benefited by the Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in Exhibit B, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final

assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Project, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entire Project has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

**SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project as further provided in section 170.09, *Florida Statutes*, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. Subject to the provisions of any supplemental assessment resolution, any owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time, if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by sections 197.3632 and 197.3635, *Florida Statutes* (the "**Uniform Method**"). The District has

heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem 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. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Osceola County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in section 197.3635, *Florida Statutes*.

#### **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Assessment Report, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, site planned, sold in bulk to third parties, subjected to a declaration of condominium, or otherwise subdivided into platted units (all such processes shall be referred to in this Section 8 as 'plats,' 'platted,' and/or 'plating'), the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review and approval. The District Manager shall cause the Assessments securing each series of Bonds issued to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth. No further action by the Board of Supervisors shall be required. The District's review and approval shall be limited solely to this function and the enforcement of the lien established by this Resolution. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that the Developer intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits

more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology, as described in the Assessment Report, to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Project funded by the corresponding series of Bonds issued or to be issued.

**SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES.** Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners' association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Osceola County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 12. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**[Remainder of page intentionally left blank.]**

APPROVED AND ADOPTED THIS 13th DAY OF APRIL 2023.

TOWN OF KINDRED COMMUNITY DEVELOPMENT  
DISTRICT II

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, 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*



# Tab 4



## Change Order

Project:	Kindred Cross Prairie Parkway Extension
Project #:	938
Date:	1/31/2023
To:	DR Horton Mr Louis Avelli 6200 Lee Vista Blvd, suite 400 Orlando, Fl. 32822
From:	Greenbriar Landscape 14155 Tilden Road Winter Garden, Florida 34787 <a href="tel:4078777990">Tel:(407) 877-7990</a>

**A**

### Description of Work

*Herbicide weed growth and existing Bahia Sod during the construction process from 7/1 - 11/15/22.*

10	7/7 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
10	7/8 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
6	Gator Herbicide Machine - 6 Tanks	\$	125.00	\$	750.00
	<b>Subtotal - POCA</b>			\$	1,650.00
10	8/18 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
10	8/19 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
3	Gator Herbicide Machine - 3 Tanks	\$	125.00	\$	375.00
	<b>Subtotal - POC C</b>			\$	1,275.00
10	9/12 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
10	9/13 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
6	9/14 Foreman Spray Hours - 6 Hrs	\$	45.00	\$	270.00
8	9/23 Foreman Spray Hours - 8 Hrs	\$	45.00	\$	360.00
7	Gator Herbicide Machine - 7 Tanks	\$	125.00	\$	875.00
	<b>Subtotal - POC C</b>			\$	2,405.00
15	10/6 Foreman Spray Hours - 15 Hrs	\$	45.00	\$	675.00
4	Gator Herbicide Machine - 4 Tanks	\$	125.00	\$	500.00
	<b>Subtotal - POC B</b>			\$	1,175.00
10	10/18 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
3	Gator Herbicide Machine - 3 Tanks	\$	125.00	\$	375.00
	<b>Subtotal - POC B</b>			\$	825.00
10	11/14 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
10	11/15 Foreman Spray Hours - 10 Hrs	\$	45.00	\$	450.00
5	Gator Herbicide Machine - 5 Tanks	\$	125.00	\$	625.00
	<b>Subtotal - POC B - Windmill</b>			\$	1,525.00
	<b>Total</b>			\$	<b>8,855.00</b>



## Change Order

Project: Kindred Cross Prairie Parkway Extension

Project #: 938

Date: 1/31/2023

To: DR Horton  
Mr Louis Avelli  
6200 Lee Vista Blvd, suite 400  
Orlando, Fl. 32822

From: Greenbriar Landscape  
14155 Tilden Road  
Winter Garden, Florida 34787  
[Tel:\(407\) 877-7990](tel:(407)877-7990)

**B**

### Description of Work

*Grounds Maintenance for completed areas during construction period. Scope performed- Mowing, weeding, edging and water management. Services performed from week 7/29/22 - 1/30/23*

1	Week of 7/29 - Grounds Maintenance	\$	1,350.00	\$	1,350.00
1	Week of 8/19 - Grounds Maintenance	\$	1,800.00	\$	1,800.00
1	Week of 9/16 - Grounds Maintenance	\$	1,800.00	\$	1,800.00
1	Week of 10/14 - Grounds Maintenance	\$	2,250.00	\$	2,250.00
1	Week of 11/11 - Grounds Maintenance	\$	2,475.00	\$	2,475.00
1	Week of 11/25 - Grounds Maintenance	\$	3,375.00	\$	3,375.00
1	Week of 12/9 - Grounds Maintenance	\$	1,800.00	\$	1,800.00
1	Week of 12/23 - Grounds Maintenance	\$	2,475.00	\$	2,475.00
1	Week of 1/27 & 1/30 - Grounds Maintenance	\$	6,025.00	\$	6,025.00
			<b>Subtotal</b>	\$	23,350.00

**Total**      \$ 23,350.00

## **Tab 5**

**RIGHT OF WAY UTILIZATION AGREEMENT  
FOR LANDSCAPE, HARDSCAPE, STREET SIGNS AND IRRIGATION**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between OSCEOLA COUNTY, hereinafter referred to as the "COUNTY" and Town of Kindred CDD II, hereinafter referred to as the "LICENSEE".

The COUNTY'S issuance of a right of way utilization permit to the LICENSEE is subject to the terms and conditions of this Agreement and the right of way utilization regulations adopted by the COUNTY for the following described limits:

Name of Roadway: Cross Prairie Parkway

Limits of Work: R-O-W for Roadways as Described Above - See Attached Exhibit "A"

**CONDITIONS OF PERMIT**

1. The LICENSEE shall not, while installing or maintaining the landscaping, hardscape and/or irrigation, damage or disturb any portion of the COUNTY right of way without prior written approval by the COUNTY and the COUNTY'S prior written approval of a plan to restore the disturbed area.
2. Nothing contained herein or by virtue of the installation and/or maintenance of the landscaping, hardscape and/or irrigation shall give or grant the LICENSEE any prescriptive or adverse right, title or interest in the COUNTY right of way. Neither this Agreement nor the right of way utilization permit shall create any property right in the COUNTY'S right of way and LICENSEE agrees that it shall not attempt to record this Agreement or the permit in the official land records of Osceola County, Florida. Any attempt to record either

this Agreement or the permit shall be cause for immediate termination of this Agreement and the permit by the COUNTY.

3. The installation shall be constructed as shown on U SDP17-0123 and in accordance with all specification and standards that are part of U SDP17-0123.
4. The installation shall be constructed and maintained in such a manner as it will not interfere with the intended use of the COUNTY right of way or create a safety hazard for the use of the COUNTY right of way by the Public.
5. If any of LICENSEE'S improvements cause a safety hazard or interfere with any construction, reconstruction, alteration, modification or improvement by the COUNTY, the hazard or interference shall be removed or relocated by LICENSEE within 24 hours of receipt of notification from the COUNTY. Failure to remove or relocate the hazard or interference within the said 24 hour period shall entitle the COUNTY to remove the specific hazard or interference and the LICENSEE shall pay any costs incurred by the COUNTY for such removal or relocation. Failure to remove or relocate the hazard or interference within 24 hours of receipt of notice from the COUNTY, and failure to reimburse the COUNTY for the cost incurred by the COUNTY to remove or relocate the hazard or interference, shall each be cause for immediate termination of this Agreement and the permit by the COUNTY.
6. If the hazard that is created by the installation or maintenance of the permitted landscaping and irrigation is determined by the COUNTY, in its sole and absolute discretion, to be of such significance that it is creating an immediate danger to users of the right of way, the COUNTY may immediately, and without prior notice to the LICENSEE, remove or eliminate said hazard and require the LICENSEE to reimburse the COUNTY for the all

costs associated with the removal or elimination of that hazard. Failure to reimburse the COUNTY for the cost incurred by the COUNTY to remove or eliminate the hazard shall be cause for immediate termination of this Agreement and the permit by the COUNTY.

7. The installation of landscaping or hardscape within the COUNTY right of way shall be located and maintained in such a manner as to not create a sight distance problem for existing or future driveway or road connections. Sight distance standards shall be those set forth in Standard Index No. 546 of the latest edition of the FDOT Design Standards. Upon receipt of notice from the COUNTY that landscaping or hardscape installed by the LICENSEE creates a sight distance safety hazard, LICENSEE shall remove and relocate LICENSEE'S improvements, at LICENSEE's sole cost and expense, to the extent necessary to comply with Standard Index No. 546's sight distance regulations. Removal and relocation shall be completed within five (5) business days of the LICENSEE'S receipt of the COUNTY'S notice. Failure to remove and relocate non-compliant improvements within five (5) business days shall be cause for immediate termination of this Agreement and the permit by the COUNTY.
8. Irrigation systems installed by the LICENSEE in the COUNTY right of way are not listed with utility relocation companies and as such may be damaged by other right of way users, licensees and/or easement holders. The COUNTY will not be responsible for any damage to the LICENSEE'S irrigation systems installed in conjunction with this Agreement resulting from the issuance, by the COUNTY, of a right of way utilization permit to any such user or resulting from any other user's activities within the COUNTY right of way. The LICENSEE agrees that before installing any improvements within the right of way,

LICENSEE will contact "Sunshine State One Call" and withhold commencement of work until all underground utilities have been properly located and marked.

9. Except for termination by the COUNTY due to safety concerns or non-reimbursement of costs incurred by the COUNTY set forth above, this Agreement and the permit may be terminated by either party, with or without cause, upon provision of thirty (30) days advance written notice to the other party. LICENSEE agrees that upon termination of this Agreement, LICENSEE shall remove its improvements from the COUNTY right of way and return the impacted area to the condition it was in prior to the LICENSEE'S installation of its improvements.
10. To the fullest extent permitted by law, the LICENSEE shall indemnify and hold harmless the County from and against all claims, damages, losses and expenses including reasonable attorney's fees and costs, arising out of or resulting from, the placement and/or maintenance of said landscaping, hardscape and irrigation. The LICENSEE shall indemnify and hold harmless the COUNTY (and any governmental body or utility authority properly using the COUNTY right of way) from claims that result from the use of the right of way by the COUNTY or governmental body or authority due to maintenance, construction, installation or other proper use within the COUNTY right of way. Notwithstanding the above, unless otherwise required by this Agreement and/or the permit, the LICENSEE shall not be under any responsibility to indemnify or hold harmless the COUNTY with regard to those claims, damages, losses or expenses that are the result of the negligence of the COUNTY.



11. Provisions, restrictions and conditions of this Agreement shall not be modified or amended except in a written instrument which has been executed and acknowledged by authorized representatives of the LICENSEE and the COUNTY.

12. All notices required or desired pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following addresses:

To the COUNTY:     Public Works Director  
                          1 Courthouse Square, Suite 3000  
                          Kissimmee, Florida, 34741

To the LICENSEE: \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day, month and year last executed below:

WITNESSES:

[Signature]  
Printed Matthew Stolz

[Signature]  
Printed Matthew Savole

LICENSEE:

D.R. Horton, LLC

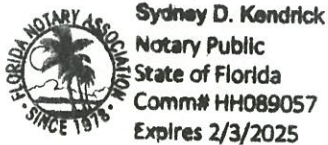
By: [Signature]  
Print Name: John Valantasis  
Title: Asst. SCL

**STATE OF FLORIDA  
COUNTY OF OSCEOLA**

The foregoing instrument was executed before me this 2nd day of February, 2023, by John Valantasis, who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(Seal)

[Signature]  
Notary Public



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

By: \_\_\_\_\_  
County Manager/Designee Date

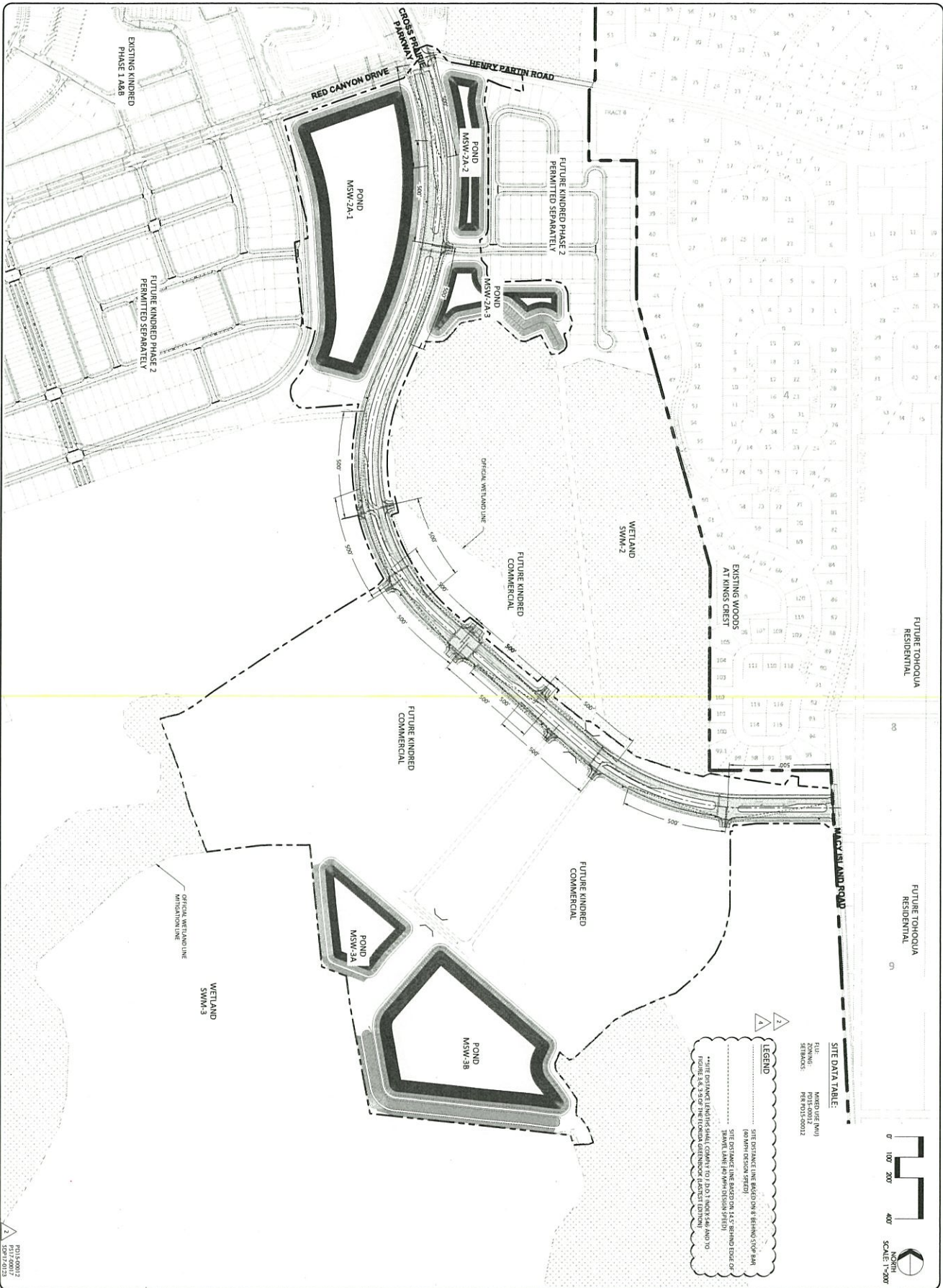
ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_ (SEAL)  
Clerk/Deputy Clerk of the Board Date

**EXHIBIT "A"**

**Cross Prairie Parkway**

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**LEGEND**

--- SITE DISTANCE LINE (BASED ON 14.5' BEHIND EDGE OF TRAVEL LANE TO OWN DESIGN PERI) \*SITE DISTANCE LINES SHALL COMPLY TO FDOT HOOKUP AND TO HOOKUP A.C. 3.9 OF THE FLORIDA GREENBOOK (LATEST EDITION)

**SITE DATA TABLE:**

NO.	DESCRIPTION	DATE
1	PREPARED FOR: DE WILSON	08/12/2019
2	REVISED: PER POLS-50012	09/12/2019

<b>SHEET NO.</b> <span style="font-size: 24pt; font-weight: bold;">3.00</span>	<b>CROSS PRAIRIE PKWY EXTENSION &amp; MASS GRADE</b> <small>OSCEOLA COUNTY          PREPARED FOR: DE WILSON, INC.</small> <b>OVERALL SITE PLAN</b>	<small>Civil Engineer</small> <b>XABIER ENCUESTA, P.E.</b>  <small>PROFESSIONAL ENGINEER</small>	 <b>BOYD CIVIL</b> <b>ENGINEERING</b> <small>6816 Hanging Moss Road          Orlando, Florida 32807          Office: (407) 494-2693          Certificate of Auth. 39791</small>												
<table border="1" style="width:100%; border-collapse: collapse; font-size: 8pt;"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Description</th> <th>Chk By</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>09.12.2019</td> <td>COUNTY COMMENTS</td> <td>XAB</td> </tr> <tr> <td>02</td> <td>09.12.2019</td> <td>COUNTY COMMENTS</td> <td>XAB</td> </tr> </tbody> </table>				Rev.	Date	Description	Chk By	01	09.12.2019	COUNTY COMMENTS	XAB	02	09.12.2019	COUNTY COMMENTS	XAB
Rev.	Date	Description	Chk By												
01	09.12.2019	COUNTY COMMENTS	XAB												
02	09.12.2019	COUNTY COMMENTS	XAB												

# Tab 6

**FIRST AMENDMENT TO  
LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2023,  
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 DBA UNITED LAND SERVICES**, a Delaware limited liability company, with a local address of 6386 Beth Road, Orlando, Florida 32824 (hereinafter “Contractor,” together with District the “Parties”).

**RECITALS**

**WHEREAS**, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*;

**WHEREAS**, the District previously entered into that certain *Landscape and Irrigation Maintenance Agreement*, dated January 1, 2023 (“Agreement”);

**WHEREAS**, pursuant to Section 7.H. of the Agreement, the parties desire to amend the Agreement to include additional services and service areas and increase the compensation by and through this First Amendment to the Agreement (“First Amendment”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this First Amendment.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

**SECTION 2.** The Agreement is hereby amended to include the additional services and service areas identified in Contractor’s Services Agreement Addendum, dated March 15, 2023, and attached hereto and incorporated by reference herein as **Exhibit A** (“Additional Services”).

**Section 3.** As compensation for the Additional Services identified in **Exhibit A**, District agrees to pay Contractor an additional Five Thousand Five Hundred Dollars (\$5,500.00) per month, for a not-to-exceed amount of Sixty-Six Thousand Dollars (\$66,000.00) annually.

**SECTION 3.** Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this First Amendment.

**SECTION 4.** The invalidity or unenforceability of any one or more provisions of this First Amendment shall not affect the validity or enforceability of the remaining portions of this First Amendment or any part of this First Amendment not held to be invalid or unenforceable.

**IN WITNESS WHEREOF,** the parties hereto have signed this First Amendment on the day and year first written above.

Attest:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**FLORIDA ULS OPERATING DBA UNITED LAND SERVICES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Contractor's Services Agreement Addendum, dated March 15, 2023

EXHIBIT A



SERVICES AGREEMENT ADDENDUM

This Services Agreement Addendum (the "Agreement") is entered into this 15 day of March, 2023 between Kindred CDD (the "Customer"), and Florida ULS Operating, LLC DBA United Land Services (the "Contractor"). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer.

Landscape customer wishes to obtain landscape services for the following work:

INSERT SERVICES Landscape maintenance, agronomics and irrigation inspections Cross Prairie Extension

The Additional Services are to be performed to the following address:

INSERT ADDRESS 1508 Park Side Ave. Kissimmee, FL 34744

Changes in Service. Any changes to the Services must be in writing and signed by Customer and Contractor. The changes in the services or services areas may result in additional charges and may modify the schedule of current services rendered.

Start Date of New Service 3/15/23

Addendum Additional Pricing; Monthly \$5,500.00 Yearly \$66,000.00

Term and Termination. The initial term of the Agreement Addendum shall commence on the Effective Date and, unless earlier terminated as permitted under this Agreement, shall coincide with the end date of the Master Initial Agreement of both parties. The Agreement Addendum shall automatically renew for successive one year periods as follows on the initial agreement. The Agreement Addendum is in addition to the already agreed upon signed contract between both parties. All articles listed on the Master Agreement will remain in effect upon signing the Agreement Addendum.

CUSTOMER CONTRACTOR
Name: \_\_\_\_\_ Name: \_\_\_\_\_
Title: \_\_\_\_\_ Title: \_\_\_\_\_
Date: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT 2 - 2023 FEE SUMMARY**

Contractor: United Land Services

Address: 6386 Beth Rd, Orlando FL 32824

Phone: 407-515-5262

Email: [cmarquess@unitedlandservices.com](mailto:cmarquess@unitedlandservices.com)

Contact: Chris Marquess

Property: Town of Kindred  
Community Development District  
c/o Rizzetta & Company

Address: 8525 South Park Circle  
Orlando, FL 32819

Phone: 239-936-0913 ext. 0303

Email: [chrishernandez@rizzetta.com](mailto:chrishernandez@rizzetta.com)

Contact: Richard Hernandez

Dates: 3/6/2023 through 2/29/2024

	2024 JAN	2024 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
<b>GENERAL SERVICES (Schedule A)</b>	1,870	1870	2494	2494	3118	3118	3118	3118	3118	2494	2493	1,870	\$31,175
<b>TURF CARE (Schedule B)</b>	242	91	515	151	242	151	515	182	242	91	515	91	\$3,027
<b>TREESHURUB CARE (Schedule C)</b>	65	293	98	114	130	98	147	147	98	253	65	81	\$1,630
<b>BEDDING PLANTS (Schedule D)</b>													\$0
<b>BED DRESSING (Schedule D)</b>										19,380			\$19,380
<b>PALM TRIMMING (Schedule D)</b>										360			\$0
<b>IRRIGATION MAINT. (Schedule E)</b>	899	899	899	899	899	899	899	899	899	899	899	899	\$10,788
<b>TOTAL FEE PER MONTH:</b>	\$3,076	\$3,163	\$4,006	\$3,658	\$4,389	\$4,266	\$4,679	\$4,346	\$4,357	\$23,157	\$3,972	\$2,941	\$66,000
<b>Flat Fee Schedule</b>	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$66,000

Initials: \_\_\_\_\_



## **Tab 7**

**AGREEMENT BETWEEN  
TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II AND  
D.R. HORTON, INC., REGARDING THE ACQUISITION OF CERTAIN WORK  
PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

**[EXPANSION AREA]**

20 **THIS ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this day of March 2023, by and between:

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “**District**”); and

**D.R. HORTON, INC.**, a Delaware corporation, and the owner and developer of certain lands within the boundaries of the District, with a mailing address of 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822 (the “**Developer**” and together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, on January 13, 2020, the Board of County Commissioners of Osceola County, Florida (“**County Commission**”) enacted Ordinance 2020-16 establishing 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 District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted a capital improvement plan for the planning, design, acquisition, construction, and installation of various public infrastructure improvements, facilities, and services (the “**Improvements**”) within the Expansion Area, and the anticipated cost thereof, as described in that certain *Amended and Restated Engineer’s Report for the Town of Kindred Community Development District II*, dated February 9, 2023, (as amended or supplemented from time to time, the “**Engineer’s Report**”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Developer is the owner and developer of the certain lands within the Expansion Area, located within the boundaries of the District; and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Town of Kindred Community Development District II Special Assessment Revenue Bonds, in one or more series (the “**Expansion Area Bonds**”); and

**WHEREAS**, because Expansion Area Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “**Work Product**”); and

**WHEREAS**, the District acknowledges the Developer’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the Expansion Area; and

**WHEREAS**, the District agrees it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of its Expansion Area Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District or as required by permits or development plans (the “**Real Property**”); and

**WHEREAS**, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

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

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices,

bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the Parties may jointly agree upon (each an “**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (the “**Board**”) the total actual amount of cost, which, in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the trustee (the “**Trustee**”) for the Expansion Area Bonds. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition of the Improvements.

A. The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be reasonably acceptable by the District Engineer and approved by the District’s Board pursuant to and as set forth in this Agreement.

B. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Expansion Area or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an “AS-IS” basis, and without any representation or warranty from the Developer to the District in respect thereto.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. The District agrees to pursue primary recovery for any maintenance obligation or loss resulting from any latent or patent defect in the Work Product from any person or entity providing the applicable warranty assigned to the District.

**E.** The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Expansion Area Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any interests in Real Property necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate in providing such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the fair market value of the Improvement, whichever

is less, as determined by the District Engineer. The District Engineer shall use customary industry standards to determine the fair market value of the Improvements.

C. The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for the associated Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the fair market value of the Work Product and/or Improvements determined using customary industry standards; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as Expansion Area Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

A. *Conveyance.* In the event that interests in the Real Property are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for such interest in the Real Property exceed the lesser of the actual cost to the Developer or the reasonable fair market value based on an appraisal or similar third party report (prepared by a qualified appraiser or appraisal company) or



based on other evidence of its value, excluding any increased value resulting from the Improvements, obtained by the Developer in a form acceptable to the District. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property or the value of other Improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the Real Property as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of any interest in Real Property to the District. The Developer shall be responsible for the prorated amount of all taxes and assessments levied on the Real Property until such time as the Developer conveys said lands to the District and in compliance with Section 196.295, *Florida Statutes*. At the time of conveyance, the District may require, at Developer's expense, an owner's title insurance policy in a form satisfactory to the District (or title search, if the District determines, in its sole discretion, that a title policy is not necessary). In the event a title commitment reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands for the intended purpose, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe the Real Property conveyed to the District and lands which remain in Developer's ownership; provided, however, that such future boundary adjustments shall not affect the number of lots to be developed or the ability of the Developer to have the lots developed within the District per applicable zoning and plans approvals. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

## **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Osceola County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees

to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District or the Developer from asserting any rights to challenge any taxes or assessments imposed, if any, on any property conveyed or to be conveyed to the District.

**B. Notice.** The Parties agree to provide notice to the other Party within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at a rate not greater than three percent per annum from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Expansion Area Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Expansion Area Bonds in good faith and, within thirty (30) days from the issuance of such Expansion Area Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Expansion Area Bonds within three (3) years from the date of this Agreement (the "**Bond Issuance Period**"), and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever and, there having been no consideration paid, the District agrees, to the extent permitted by law and upon request by the Developer, to convey back to the Developer any Prior Acquisitions that have not been subsequently conveyed or transferred by the District to another governmental entity or public utility. Such request by the Developer must be made within one hundred eighty (180) days of the end of the Bond Issuance Period. The Developer shall pay any third party transaction costs resulting from the conveyance back to the Developer of any Prior Acquisitions, including, but not

limited to, taxes, title insurance, recording fees or other third party transfer costs. The Developer acknowledges that the District may convey some of the Improvements to the State of Florida, Osceola County, and/or the Toho Water Authority and consents to the District's conveyance of such Improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either Party under this Agreement, which continues for a period of thirty (30) days after written notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the respective Acquisition Date of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim or suit, provided the statute of limitations has not run. In no event shall the Developer be required to indemnify the District, its officers, employees or agents: (i) for a default by the District under this Agreement, (ii) for any claim, damage or loss arising out of or in connection with any activity or occurrence on or after the applicable Acquisition Date of such Real Property, Improvement or Work Product or (iii) for any claim, damage or loss arising out of or in connection with the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence or willful misconduct.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be amended in writing only by the mutual agreement of all Parties, and with regards to any amendment having a material effect on the payment of debt service on the Expansion Area Bonds, with the prior written consent of the Trustee for the Expansion Area Bonds acting at the direction of the holders owning a majority of the aggregate principal amount of the Expansion Area Bonds then outstanding.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer

have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ( the “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Town of Kindred Community  
Development District II  
c/o Rizzetta & Company, Inc.  
8529 South Park Circle, Suite 330  
Orlando, Florida 32819  
Attn: District Manager

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

**B. If to Landowner:** D.R. Horton, Inc.  
10192 Dowden Road  
Orlando, Florida 32832  
Attn: John Valantasis

**With a copy to:** Nelson Mullins Broad and Cassel LLP  
390 N. Orange Ave, Suite 1400  
Orlando, Florida 32801  
Attention: Jo O. Thacker

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 the Developer may deliver Notice on behalf of the District and the Developer. 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 in this Agreement.

**SECTION 15. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer 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 entity other than the District and the Developer 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 the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Expansion Area Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the Expansion Area Bonds, on behalf of the owners of the Expansion Area Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Expansion Area Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Expansion Area Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of Expansion Area then-owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents 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.

**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Developer.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Expansion Area Bonds within the Bond Issuance Period. The agreement and obligations in Section 7 with regard to the conveyance back to the Developer of Prior Acquisitions shall survive the termination of this Agreement.

**SECTION 21. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. 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.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. COUNTERPARTS.** 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

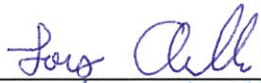
**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II**

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

**D.R. HORTON, INC.**  
a Delaware corporation

  
Witness

By:   
Name: Joe Aelli  
Title: Asst. Sec.

**Exhibit A:** *Engineer's Report*



Rizzetta & Company

# Town of Kindred Community Development District II

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## Master Special Assessment Allocation Report (Expansion Area)

3434 Colwell Ave  
Suite 200  
Tampa, FL 33614  
[www.rizzetta.com](http://www.rizzetta.com)

February 9, 2023



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## I. INTRODUCTION

This Master Special Assessment Allocation Report (Expansion Area), (the “Master Report”) is being presented in anticipation of financing all or a portion of the capital infrastructure project for the Expansion Area (as herein defined) by the Town of Kindred Community Development District II’s (the “District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project for the Expansion Area.

The District plans to issue bonds in one or more series to fund a portion of the capital infrastructure project, also known as the Capital Improvement Program. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the capital Infrastructure project.

## II. DEFINED TERMS

**“Capital Improvement Program”** – (or “CIP”) Construction and/or acquisition of public infrastructure planned for Phases 3 and 5, as specified in the Amended & Restated Engineer’s Report, dated February 9, 2023.

**“Developer”** – D.R. Horton, Inc. – a Delaware corporation, the landowner and developer of Platted and Unplatted Parcels within the District, and its successors and assigns.

**“District”** – Town of Kindred Community Development District II.

**“Equivalent Assessment Unit”** – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

**“Expansion Area”** – that certain [384.319] acres of land added to the District’s boundary via Osceola County Ordinance No. 2023-05, and consisting of 191 Platted Units in Phase 3A, and approximately 331.079 remaining unplatted gross acres in Phases 3B, 3C, 3D, and 5 of the District’s development. Such Expansion Area is further identified in the Master Assessment Lien Roll attached hereto.

**“Maximum Assessments”** – The maximum amount of special assessments to be levied against property within the Expansion Area in relation to the CIP.

**“Platted Units”** – Lands configured into their intended end-use and subject to a recorded plat.

**“Unplatted Parcels”** – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



### III. DISTRICT INFORMATION

Town of Kindred Community Development District II was established on January 13, 2020, pursuant to Osceola County Ordinance 2020-16. The District originally encompassed approximately 218.797 acres, which consisted of Phases 2A – D (the “Original District Lands”). On January 9, 2023, Ordinance No. 2023-05 was approved by Osceola County (the “County”), expanding the District’s boundaries to include phases 3 and 5 (320.779 acres) and certain conservation easement property (63.54 acres) and remove portions of phase 2B (18.437 acres) from the District (“Boundary Amendment”). Post Boundary Amendment, the District consists of 584.679 net acres, which accounts for both the areas of expansion and contraction.

The District is generally located within the Kindred Development of Regional Impact, adjacent to Neptune Road within the unincorporated area of northwestern Osceola County. The District’s Expansion Area consists of approximately 384.319 acres. There are currently 191 Platted Units in phase 3A, and 975 residential units planned for development in the remaining phases within the Expansion Area. This Master Special Assessment Allocation Report will describe the allocation of the Expansion Area’s maximum special assessment lien.

Note, prior to the Boundary Amendment, the District issued its \$2,500,000 Special Assessment Revenue Bonds, Series 2020, and \$5,780,000 Special Assessment Revenue Bonds, Series 2021 (together, the “Prior Bonds”), which bonds are secured by debt assessments levied on fully platted lots in Phases 2A, 2C, and 2D of the Original District Lands (the “Phase 2 Assessments”) pursuant to separate assessment resolutions and assessment reports. The Phase 2 Assessments securing the Prior Bonds are allocated to specific property within the District, separate and distinctive from the Expansion Area.

Table 1 illustrates the District’s preliminary development plan for the Expansion Area.

### IV. CAPITAL IMPROVEMENT PROGRAM – EXPANSION AREA

The District’s Capital Improvement Program for the Expansion Area (“CIP”) includes, but is not limited to, mass grading of public infrastructure and stormwater ponds, roads and drainage infrastructure, potable water, wastewater, reuse mains, wastewater lift stations, off-site wastewater improvements, electrical and lighting, landscaping, amenities, design fees, inspection fees, and platting of public projects and field monuments. The total CIP is estimated to cost \$61,362,138, as shown in detail on Table 2. The estimated construction costs of the CIP identified above were provided by the District’s Engineer in their Amended and Restated Engineer’s Report, dated February 9, 2023 (“Engineer’s Report”). It is expected that the District will issue special assessment revenue bonds in the immediate future to fund a portion of the CIP, with the balance funded by the Developer, future bonds, or other sources.

Table 3 demonstrates the allocation of the estimated CIP costs among the Expansion Area’s proposed development plan. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use. This method of EAU allocation for a



residential development meets statutory requirements and is commonly accepted in the industry.

## **V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS**

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

### **A. Benefit Analysis**

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the Expansion Area, or more precisely defined as the land uses which specifically receive benefit from the CIP as described in the report.

It is anticipated that the projects included in the CIP will provide special benefit to the lands within the Expansion Area. These infrastructure projects are a system of improvements and were designed specifically to facilitate the development of the District's Expansion Area properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the Expansion Area within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.

Florida Statute 170.201 states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or



- (b) An alternative methodology, so long as the amount of the assessment for each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on discussions with the District's Engineer, evaluation of the Engineer's Report, as well as discussions with other District staff and the Developer regarding the project, it has been determined that the manner to allocate the final assessments is to be based on the front footage of each Platted Unit. This method of EAU allocation meets statutory requirements and is generally accepted in the industry. Table 3 demonstrates the allocation of the estimated construction costs allocated to the various planned unit types for the Expansion Area. The costs are allocated using EAU factors.

### **B. Anticipated Bond Issuance**

As described above, it is expected that the District will issue bonds in one or more series to fund a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District.

A maximum bond sizing has been provided on Table 4. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which the entire CIP for the Expansion Area is funded with bond proceeds. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities, and structures up to the maximum principal amount. Table 5 represents the Maximum Assessments necessary to support repayment of bonds issued to finance the entire CIP for the Expansion Area.

### **C. Maximum Assessment Methodology**

Initially, the District will be imposing a master Maximum Assessment lien on the Expansion Area based on the maximum benefit conferred on each parcel therein by the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit in the Expansion Area. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

The Expansion Area lands subject to the Maximum Assessments include both Platted units and Unplatted Parcels, and currently consist of 191 Platted Units in Phase 3A, and Unplatted Parcels in Phases 3B, 3C, 3D, and 5. Initially, Maximum



Assessments will be levied as follows (i) on the 191 Platted Units in Phase 3A at the per-unit amounts described in Table 6; and (ii) on the approximately 331.079 remaining gross acres of Unplatted Parcels within the Expansion Area on an equal assessment per acre basis. As the Unplatted Parcels are either sold in bulk to third parties, or are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the remaining Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Maximum Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of sale. If the Unplatted Parcel is subsequently sub-divided into small parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

In the event that developable lands that derive benefit from the CIP are added to the District's boundaries, whether by another boundary amendment or increase in density, Maximum Assessments may be allocated to such lands, pursuant to the methodology described herein.

## **VI. ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by the District's engineer, District's underwriter and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



**EXHIBIT A:**

**ALLOCATION METHODOLOGY**



Rizzetta & Company

**TOWN OF KINDRED  
 COMMUNITY DEVELOPMENT DISTRICT II  
 MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
 EXPANSION AREA**

**TABLE 1: PRELIMINARY DEVELOPMENT PLAN - EXPANSION AREA**

<b>PRODUCT</b>	<b>PHASE 3A</b>	<b>PHASE 3B</b>	<b>PHASE 3C</b>	<b>PHASE 3D</b>	<b>PHASE 5</b>	<b>TOTAL</b>	
Townhome	60	0	38	24	168	290	Units
Single Family	131	252	148	169	176	876	Units
<b>TOTAL:</b>	<b>191</b>	<b>252</b>	<b>186</b>	<b>193</b>	<b>344</b>	<b>1166</b>	

Note: The 191 units in phase 3A are platted.



**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 2: TOTAL CIP COST DETAIL - EXPANSION AREA**

<b>COSTS</b>	<b>PHASE 3A</b>	<b>PHASE 3B</b>	<b>PHASE 3C</b>	<b>PHASE 3D</b>	<b>PHASE 5</b>	<b>TOTAL</b>
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
Roads and Drainage Infrastructure	\$2,544,535	\$2,664,971	\$2,881,070	\$2,717,660	\$2,000,000	\$12,808,236
Potable Water, Wastewater and Reuse Mains	\$2,893,953	\$2,757,634	\$2,952,651	\$2,933,579	\$3,000,000	\$14,537,817
Wastewater Lift Stations	\$664,295	\$0	\$0	\$0	\$500,000	\$1,164,295
Off-Site Water Main	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Wastewater Improvements	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Electrical and Lighting	\$800,443	\$800,443	\$800,443	\$800,443	\$750,000	\$3,951,772
Landscaping	\$411,000	\$411,000	\$411,000	\$411,000	\$500,000	\$2,144,000
Amenities	\$0	\$0	\$3,500,000	\$0	\$2,000,000	\$5,500,000
Design Fees	\$350,000	\$350,000	\$300,000	\$300,000	\$500,000	\$1,800,000
Inspection Fees	\$211,540	\$194,535	\$204,813	\$200,251	\$206,250	\$1,017,389
Platting of Public Projects and Field Monuments	\$150,000	\$125,000	\$125,000	\$125,000	\$150,000	\$675,000
Contingency	\$1,038,458	\$966,240	\$1,353,379	\$984,675	\$1,235,625	\$5,578,377
<b>Total Costs</b>	<b>\$11,423,037</b>	<b>\$10,628,636</b>	<b>\$14,887,169</b>	<b>\$10,831,421</b>	<b>\$13,591,875</b>	<b>\$61,362,138</b>

NOTE: Infrastructure cost estimates provided by the District's engineer. Only those costs associated with the Expansion Area are included above.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 3: TOTAL CIP COST ALLOCATION - EXPANSION AREA**

<u>DESCRIPTION</u>	<u>EAU</u>	<u>UNITS</u>	<u>TOTAL EAU'S</u>	<u>% OF EAU</u>	<u>TOTAL COSTS</u>	<u>PER UNIT COSTS</u>
Townhome	0.40	290	116.00	11.69%	\$7,175,411	\$24,743
Single Family	1.00	876	876.00	88.31%	\$54,186,727	\$61,857
		<b>1166</b>	<b>992.00</b>	<b>100.00%</b>	<b>\$61,362,138</b>	

NOTE: Infrastructure cost estimates provided by the District's engineer.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS**

Maximum Coupon Rate	7.00%
Maximum Annual Debt Service ("MADS")	\$6,564,971

**SOURCES:**

<b>MAXIMUM PRINCIPAL AMOUNT</b>	<b><u>\$81,465,000</u></b> (1)
Total Net Proceeds	\$81,465,000

**USES:**

Construction Account	(\$61,362,138)
Debt Service Reserve Fund	(\$6,564,971)
Capitalized Interest (24 months)	(\$11,405,100)
Costs of Issuance	(\$500,000)
Underwriter's Discount	(\$1,629,300)
Rounding	<u>(\$3,491)</u>
Total Uses	(\$81,465,000)

(1) The District is not obligated to issue this amount of bonds.

**TABLE 5: FINANCING INFORMATION MAXIMUM ASSESSMENTS**

Maximum Interest Rate	7.00%
<b>Aggregate Initial Principal Amount</b>	<b>\$81,465,000</b>
Aggregate Annual Installment	6,564,971 (1)
Estimated County Collection Costs	2.00% 139,680 (2)
Maximum Early Payment Discounts	4.00% 279,360 (2)
Estimated Total Annual Installment	<u><u>6,984,012</u></u>

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS <sup>(1)</sup>**

<b>PRODUCT</b>	<b>UNITS</b>	<b>EAU</b>	<b>PRODUCT TOTAL PRINCIPAL <sup>(2)</sup></b>	<b>PER UNIT PRINCIPAL</b>	<b>PRODUCT ANNUAL INSTLMT. <sup>(2)(3)</sup></b>	<b>PER UNIT INSTLMT. <sup>(3)</sup></b>
Townhome	290	0.40	\$9,526,149	\$32,849	\$816,679	\$2,816
Single Family	876	1.00	\$71,938,851	\$82,122	\$6,167,333	\$7,040
<b>TOTAL</b>	<b><u>1,166</u></b>		<b><u>81,465,000</u></b>		<b><u>6,984,012</u></b>	

(1) Represents maximum assessments based on allocation of the maximum bonds for the Expansion Area. Actual collected amounts expected to be lower.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Osceola County collection costs/payment discounts, which may fluctuate.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

<b>MASTER ASSESSMENT LIEN ROLL</b>				
<b>PARCEL ID</b>	<b>PHASE</b>	<b>PRODUCT</b>	<b>MAXIMUM PRINCIPAL PER UNIT/PARCEL</b>	<b>MAXIMUM ANNUAL ASSESSMENT PER UNIT/PARCEL <sup>(1)</sup></b>
012629364100013300	3A	Single Family	\$82,122	\$7,040
012629364100013400	3A	Single Family	\$82,122	\$7,040
012629364100013410	3A	Single Family	\$82,122	\$7,040
012629364100013420	3A	Single Family	\$82,122	\$7,040
012629364100013430	3A	Single Family	\$82,122	\$7,040
012629364100013440	3A	Single Family	\$82,122	\$7,040
012629364100013450	3A	Single Family	\$82,122	\$7,040
012629364100013460	3A	Single Family	\$82,122	\$7,040
012629364100013470	3A	Single Family	\$82,122	\$7,040
012629364100013480	3A	Single Family	\$82,122	\$7,040
012629364100013490	3A	Single Family	\$82,122	\$7,040
012629364100013500	3A	Single Family	\$82,122	\$7,040
012629364100013510	3A	Single Family	\$82,122	\$7,040
012629364100013520	3A	Single Family	\$82,122	\$7,040
012629364100016050	3A	Single Family	\$82,122	\$7,040
012629364100016060	3A	Single Family	\$82,122	\$7,040
012629364100016070	3A	Single Family	\$82,122	\$7,040
012629364100016080	3A	Single Family	\$82,122	\$7,040
012629364100016090	3A	Single Family	\$82,122	\$7,040
012629364100016100	3A	Single Family	\$82,122	\$7,040
012629364100016110	3A	Single Family	\$82,122	\$7,040
012629364100016120	3A	Single Family	\$82,122	\$7,040
012629364100016130	3A	Single Family	\$82,122	\$7,040
012629364100016140	3A	Single Family	\$82,122	\$7,040
012629364100016150	3A	Single Family	\$82,122	\$7,040
012629364100016160	3A	Single Family	\$82,122	\$7,040
012629364100016170	3A	Single Family	\$82,122	\$7,040
012629364100016180	3A	Single Family	\$82,122	\$7,040
012629364100016190	3A	Single Family	\$82,122	\$7,040
012629364100016200	3A	Single Family	\$82,122	\$7,040
012629364100016210	3A	Single Family	\$82,122	\$7,040
012629364100016220	3A	Single Family	\$82,122	\$7,040
012629364100016230	3A	Single Family	\$82,122	\$7,040
012629364100016240	3A	Single Family	\$82,122	\$7,040
012629364100016250	3A	Single Family	\$82,122	\$7,040
012629364100016260	3A	Single Family	\$82,122	\$7,040
012629364100016270	3A	Single Family	\$82,122	\$7,040
012629364100016280	3A	Single Family	\$82,122	\$7,040
012629364100016290	3A	Single Family	\$82,122	\$7,040
012629364100016300	3A	Single Family	\$82,122	\$7,040
012629364100016310	3A	Single Family	\$82,122	\$7,040
012629364100016320	3A	Single Family	\$82,122	\$7,040
012629364100016330	3A	Single Family	\$82,122	\$7,040



012629364100016340	3A	Single Family	\$82,122	\$7,040
012629364100016350	3A	Single Family	\$82,122	\$7,040
012629364100016360	3A	Single Family	\$82,122	\$7,040
012629364100016370	3A	Single Family	\$82,122	\$7,040
012629364100016380	3A	Single Family	\$82,122	\$7,040
012629364100016390	3A	Single Family	\$82,122	\$7,040
012629364100016400	3A	Single Family	\$82,122	\$7,040
012629364100016410	3A	Single Family	\$82,122	\$7,040
012629364100016420	3A	Single Family	\$82,122	\$7,040
012629364100016430	3A	Single Family	\$82,122	\$7,040
012629364100016440	3A	Single Family	\$82,122	\$7,040
012629364100016450	3A	Single Family	\$82,122	\$7,040
012629364100016460	3A	Single Family	\$82,122	\$7,040
012629364100016470	3A	Single Family	\$82,122	\$7,040
012629364100016480	3A	Single Family	\$82,122	\$7,040
012629364100016490	3A	Single Family	\$82,122	\$7,040
012629364100016500	3A	Single Family	\$82,122	\$7,040
012629364100016510	3A	Single Family	\$82,122	\$7,040
012629364100016520	3A	Single Family	\$82,122	\$7,040
012629364100016530	3A	Single Family	\$82,122	\$7,040
012629364100016540	3A	Single Family	\$82,122	\$7,040
012629364100016550	3A	Single Family	\$82,122	\$7,040
012629364100016560	3A	Single Family	\$82,122	\$7,040
012629364100016570	3A	Single Family	\$82,122	\$7,040
012629364100016580	3A	Single Family	\$82,122	\$7,040
012629364100016590	3A	Single Family	\$82,122	\$7,040
012629364100016600	3A	Single Family	\$82,122	\$7,040
012629364100016610	3A	Single Family	\$82,122	\$7,040
012629364100016620	3A	Single Family	\$82,122	\$7,040
012629364100016630	3A	Single Family	\$82,122	\$7,040
012629364100016640	3A	Single Family	\$82,122	\$7,040
012629364100016650	3A	Single Family	\$82,122	\$7,040
012629364100016660	3A	Single Family	\$82,122	\$7,040
012629364100016670	3A	Single Family	\$82,122	\$7,040
012629364100016680	3A	Single Family	\$82,122	\$7,040
012629364100016690	3A	Single Family	\$82,122	\$7,040
012629364100016700	3A	Single Family	\$82,122	\$7,040
012629364100016710	3A	Townhome	\$32,849	\$2,816
012629364100016720	3A	Townhome	\$32,849	\$2,816
012629364100016730	3A	Townhome	\$32,849	\$2,816
012629364100016740	3A	Townhome	\$32,849	\$2,816
012629364100016750	3A	Townhome	\$32,849	\$2,816
012629364100016760	3A	Townhome	\$32,849	\$2,816
012629364100016770	3A	Townhome	\$32,849	\$2,816
012629364100016780	3A	Townhome	\$32,849	\$2,816
012629364100016790	3A	Single Family	\$82,122	\$7,040
012629364100016800	3A	Single Family	\$82,122	\$7,040
012629364100016810	3A	Single Family	\$82,122	\$7,040
012629364100016820	3A	Single Family	\$82,122	\$7,040
012629364100016830	3A	Single Family	\$82,122	\$7,040
012629364100016840	3A	Single Family	\$82,122	\$7,040
012629364100016850	3A	Single Family	\$82,122	\$7,040
012629364100016860	3A	Single Family	\$82,122	\$7,040



012629364100016870	3A	Single Family	\$82,122	\$7,040
012629364100016880	3A	Single Family	\$82,122	\$7,040
012629364100016890	3A	Single Family	\$82,122	\$7,040
012629364100016900	3A	Single Family	\$82,122	\$7,040
012629364100016910	3A	Single Family	\$82,122	\$7,040
012629364100016920	3A	Single Family	\$82,122	\$7,040
012629364100016930	3A	Single Family	\$82,122	\$7,040
012629364100016940	3A	Single Family	\$82,122	\$7,040
012629364100016950	3A	Single Family	\$82,122	\$7,040
012629364100016960	3A	Single Family	\$82,122	\$7,040
012629364100016970	3A	Single Family	\$82,122	\$7,040
012629364100016980	3A	Single Family	\$82,122	\$7,040
012629364100016990	3A	Single Family	\$82,122	\$7,040
012629364100017000	3A	Single Family	\$82,122	\$7,040
012629364100017010	3A	Townhome	\$32,849	\$2,816
012629364100017020	3A	Townhome	\$32,849	\$2,816
012629364100017030	3A	Townhome	\$32,849	\$2,816
012629364100017040	3A	Townhome	\$32,849	\$2,816
012629364100017050	3A	Townhome	\$32,849	\$2,816
012629364100017060	3A	Townhome	\$32,849	\$2,816
012629364100017070	3A	Townhome	\$32,849	\$2,816
012629364100017080	3A	Townhome	\$32,849	\$2,816
012629364100017090	3A	Townhome	\$32,849	\$2,816
012629364100017100	3A	Townhome	\$32,849	\$2,816
012629364100017110	3A	Townhome	\$32,849	\$2,816
012629364100017120	3A	Townhome	\$32,849	\$2,816
012629364100017130	3A	Townhome	\$32,849	\$2,816
012629364100017140	3A	Townhome	\$32,849	\$2,816
012629364100017150	3A	Townhome	\$32,849	\$2,816
012629364100017160	3A	Townhome	\$32,849	\$2,816
012629364100017170	3A	Townhome	\$32,849	\$2,816
012629364100017180	3A	Townhome	\$32,849	\$2,816
012629364100017190	3A	Townhome	\$32,849	\$2,816
012629364100017200	3A	Townhome	\$32,849	\$2,816
012629364100017210	3A	Townhome	\$32,849	\$2,816
012629364100017220	3A	Townhome	\$32,849	\$2,816
012629364100017230	3A	Townhome	\$32,849	\$2,816
012629364100017240	3A	Townhome	\$32,849	\$2,816
012629364100017250	3A	Townhome	\$32,849	\$2,816
012629364100017260	3A	Townhome	\$32,849	\$2,816
012629364100017270	3A	Townhome	\$32,849	\$2,816
012629364100017280	3A	Townhome	\$32,849	\$2,816
012629364100017290	3A	Townhome	\$32,849	\$2,816
012629364100017300	3A	Townhome	\$32,849	\$2,816
012629364100017310	3A	Townhome	\$32,849	\$2,816
012629364100017320	3A	Townhome	\$32,849	\$2,816
012629364100017330	3A	Townhome	\$32,849	\$2,816
012629364100017340	3A	Townhome	\$32,849	\$2,816
012629364100017350	3A	Townhome	\$32,849	\$2,816
012629364100017360	3A	Townhome	\$32,849	\$2,816
012629364100017370	3A	Townhome	\$32,849	\$2,816
012629364100017380	3A	Townhome	\$32,849	\$2,816
012629364100017390	3A	Townhome	\$32,849	\$2,816



012629364100017400	3A	Townhome	\$32,849	\$2,816
012629364100017410	3A	Townhome	\$32,849	\$2,816
012629364100017420	3A	Townhome	\$32,849	\$2,816
012629364100017430	3A	Townhome	\$32,849	\$2,816
012629364100017440	3A	Townhome	\$32,849	\$2,816
012629364100017450	3A	Townhome	\$32,849	\$2,816
012629364100017460	3A	Townhome	\$32,849	\$2,816
012629364100017470	3A	Townhome	\$32,849	\$2,816
012629364100017480	3A	Townhome	\$32,849	\$2,816
012629364100017490	3A	Townhome	\$32,849	\$2,816
012629364100017500	3A	Townhome	\$32,849	\$2,816
012629364100017510	3A	Townhome	\$32,849	\$2,816
012629364100017520	3A	Townhome	\$32,849	\$2,816
012629364100017530	3A	Single Family	\$82,122	\$7,040
012629364100017540	3A	Single Family	\$82,122	\$7,040
012629364100017550	3A	Single Family	\$82,122	\$7,040
012629364100017560	3A	Single Family	\$82,122	\$7,040
012629364100017570	3A	Single Family	\$82,122	\$7,040
012629364100017580	3A	Single Family	\$82,122	\$7,040
012629364100017590	3A	Single Family	\$82,122	\$7,040
012629364100017600	3A	Single Family	\$82,122	\$7,040
012629364100017610	3A	Single Family	\$82,122	\$7,040
012629364100017620	3A	Single Family	\$82,122	\$7,040
012629364100017630	3A	Single Family	\$82,122	\$7,040
012629364100017640	3A	Single Family	\$82,122	\$7,040
012629364100017650	3A	Single Family	\$82,122	\$7,040
012629364100017660	3A	Single Family	\$82,122	\$7,040
012629364100017670	3A	Single Family	\$82,122	\$7,040
012629364100017680	3A	Single Family	\$82,122	\$7,040
012629364100017690	3A	Single Family	\$82,122	\$7,040
012629364100017700	3A	Single Family	\$82,122	\$7,040
012629364100017710	3A	Single Family	\$82,122	\$7,040
012629364100017720	3A	Single Family	\$82,122	\$7,040
012629364100017730	3A	Single Family	\$82,122	\$7,040
012629364100017740	3A	Single Family	\$82,122	\$7,040
012629364100017750	3A	Single Family	\$82,122	\$7,040
012629364100017760	3A	Single Family	\$82,122	\$7,040
012629364100017770	3A	Single Family	\$82,122	\$7,040
012629364100017780	3A	Single Family	\$82,122	\$7,040
012629364100017790	3A	Single Family	\$82,122	\$7,040
012629364100017800	3A	Single Family	\$82,122	\$7,040
012629364100017810	3A	Single Family	\$82,122	\$7,040
UNPLATTED <sup>(2)</sup>	3B-3D, 5	331.079 Acres	\$68,736,094	\$5,892,760
<b>TOTAL</b>			<b>\$81,465,000</b>	<b>\$6,984,012</b>

**Amounts per unplatted acre:**

**\$207,612**

**\$17,799**

<sup>(1)</sup> Includes estimated Osceola County collection costs and discounts.

<sup>(2)</sup> Please see legal description attached for the Expansion Area, less Phase 3A.





TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA  
MASTER ASSESSMENT LIEN ROLL  
LEGAL DESCRIPTION OF EXPANSION AREA'S UNPLATTED PARCELS  
(PHASES 3C, 3B, 3D, 5, Conservation Area #1, & Conservation Area #2)

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.

TOGETHER WITH

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.

TOGETHER WITH THOSE LANDS DESCRIBED IN ATTACHMENT B-1 (CONSERVATION EASEMENT #1) AND ATTACHMENT B-2 (CONSERVATION EASEMENT #2).

ALL OF THE FOREGOING LESS AND EXCEPT THE FOLLOWING:

**LOTS 339 THROUGH 352, INCLUSIVE, AND LOTS 605 THROUGH 781, INCLUSIVE, KINDRED PHASE 3A**, according to the plat thereof as recorded in Plat Book 32, Pages 180 through 185, inclusive, of the Public Records of Osceola County, Florida.

COLLECTIVELY CONTAINING: 331.08 ACRES MORE OR LESS

# 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 A13

**JOHNSTON'S  
SURVEYING INC**

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

DocuSigned by:

*R.D.B.*  
RICHARD D. BROWN, P.S.M. #5700

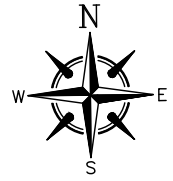
11/22/2022

(DATE)

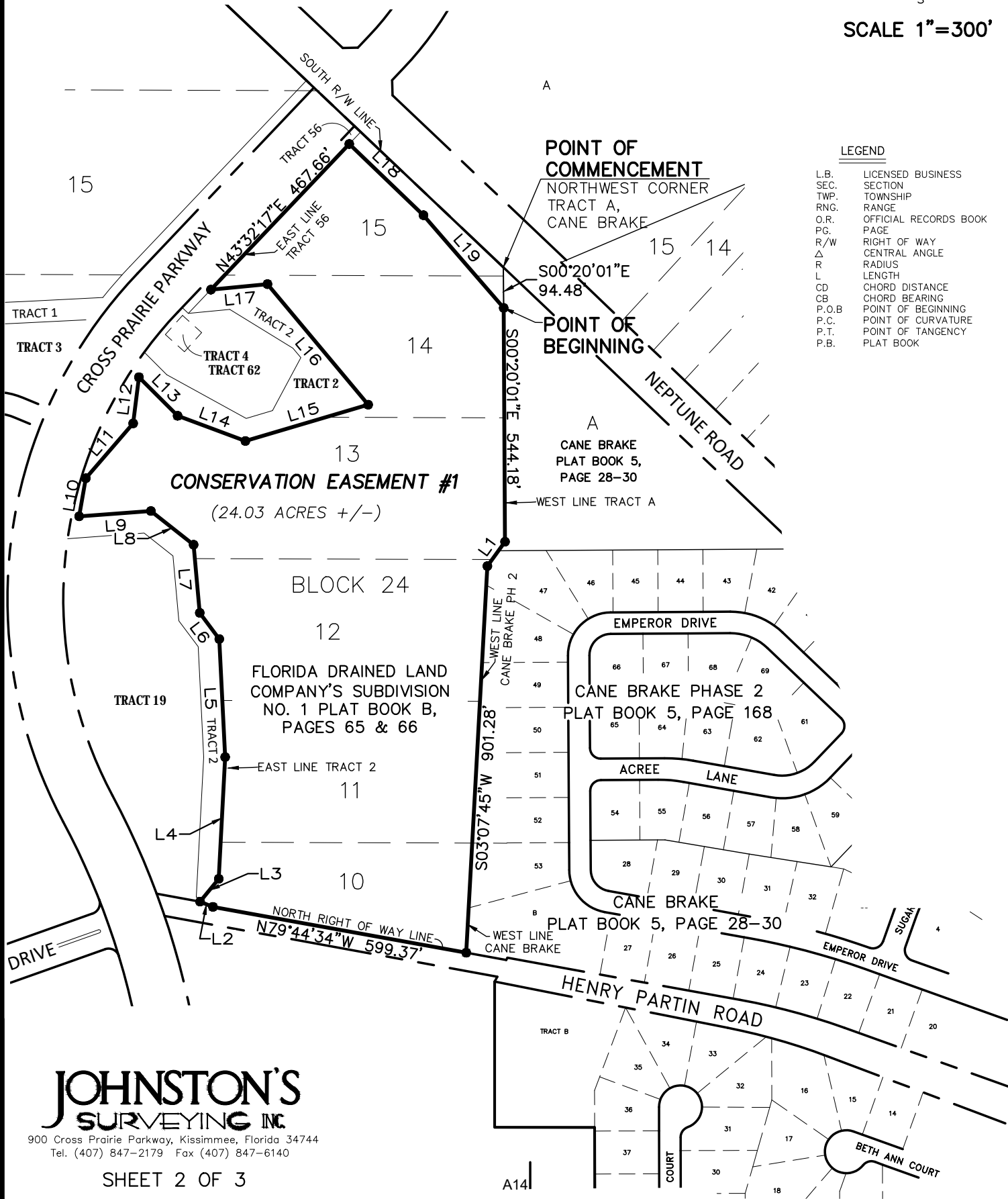
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

# 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

**CONSERVATION EASEMENT #1**  
(24.03 ACRES +/-)

**POINT OF COMMENCEMENT**  
NORTHWEST CORNER  
TRACT A,  
CANE BRAKE

**POINT OF BEGINNING**

FLORIDA DRAINED LAND  
COMPANY'S SUBDIVISION  
NO. 1 PLAT BOOK B,  
PAGES 65 & 66

CANE BRAKE PHASE 2  
PLAT BOOK 5, PAGE 168

CANE BRAKE  
PLAT BOOK 5, PAGE 28-30

**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

# 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 A16	

**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

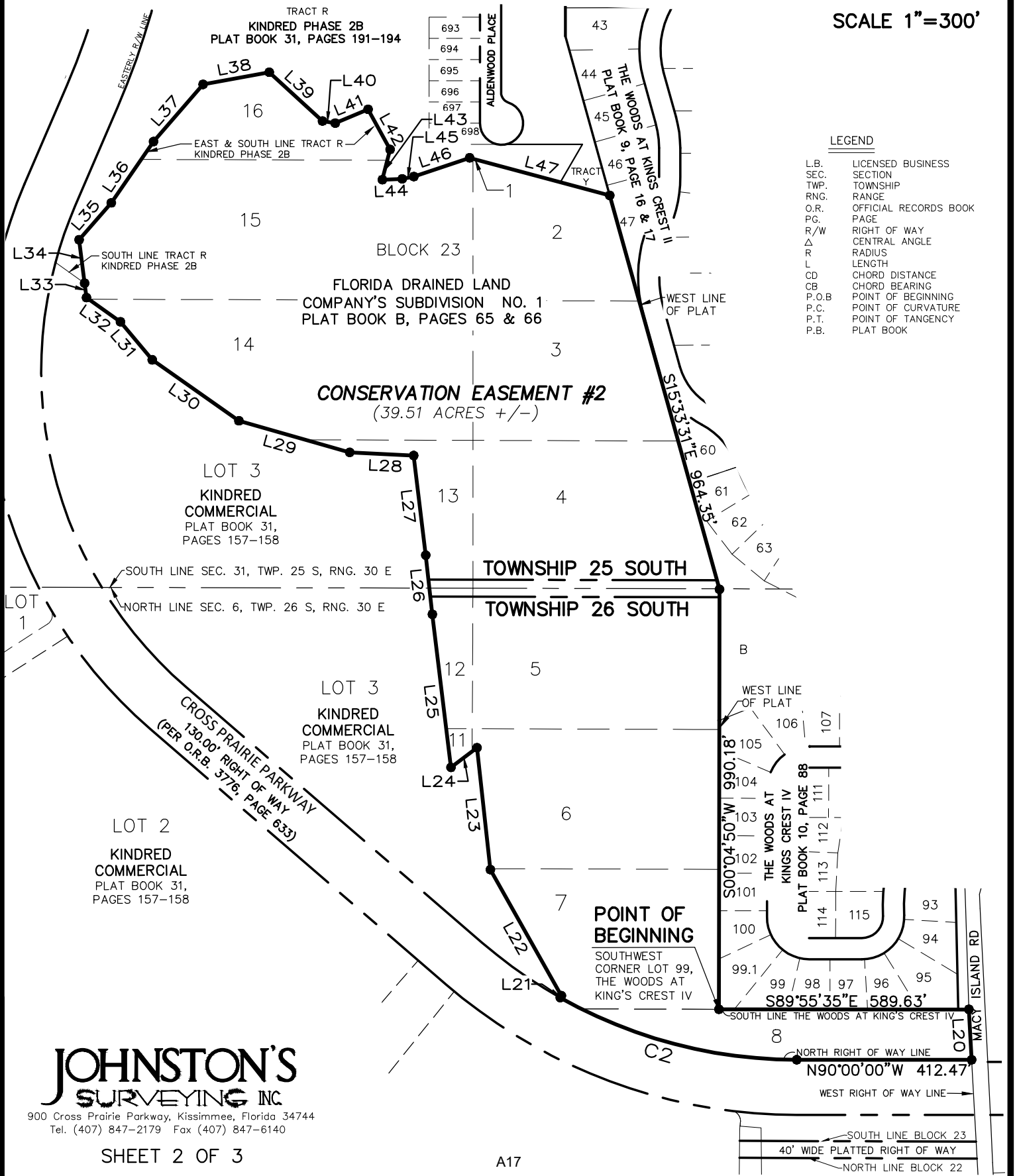
SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR LINE TABLE



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
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 #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

# Tab 8

PREPARED BY AND RETURN TO:

Jo O. Thacker, Esquire  
390 N. Orange Avenue, Suite 1400  
Orlando, Florida 32801

Property Appraisers Parcel I.D.:

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid hereon .

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **D.R. HORTON, INC.**, a Delaware corporation, 1341 Horton Circle, Arlington, Texas 76011, with offices located at 10192 Dowden Rd, Orlando 32832 (hereinafter called the "Grantor"), in favor of **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government, whose address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (hereinafter called the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**WITNESSETH:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Osceola County, Florida, further described as follows:

**SEE EXHIBIT A**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

[SIGNATURE PAGE IS ON THE NEXT PAGE]

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**D.R. HORTON, INC.**, a Delaware corporation

Witnesses:

By: \_\_\_\_\_

John Auld  
Vice President

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John Auld as Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
(Official Notary Signature & Seal)

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

**EXHIBIT A**

**LEGAL DESCRIPTION**

TRACT 5025, KINDRED PHASE 3B 3C AND 3D, according to the plat thereof as recorded in Plat Book 33, Page 104 through 115, inclusive, of the Public Records of Osceola County, Florida.

## **BILL OF SALE AND GENERAL ASSIGNMENT**

**THIS BILL OF SALE AND GENERAL ASSIGNMENT** (this “**Assignment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **D.R. HORTON, INC.**, a Delaware corporation, whose post office address 10192 Dowden Road, Orlando, FL 32832, (hereafter referred to as “**Grantor**”), and **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**District**”) whose address is 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 (hereinafter referred to as “**Grantee**”).

### **BACKGROUND STATEMENT**

Grantor has constructed certain water and wastewater improvements for the Grantee’s Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the “**Personal and Intangible Property**”), located within **TRACT 5025, KINDRED PHASE 3B 3C AND 3D**, according to the plat thereof as recorded in Plat Book 33, Page 104 through 115, inclusive, of the Public Records of Osceola County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, and reclaimed water lines, pipes, and related equipment; also including the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities and all easements and rights of way covering areas in which such facilities are located.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
  - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;

- b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
  - c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
4. Grantor hereby warrants the following:
- a. that Grantor is the lawful owner of the Personal and Intangible Property;
  - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
  - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
6. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
7. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

*[Remainder of page intentionally left blank]*

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

Signed, sealed, and delivered  
in the presence of:

**D.R. HORTON, INC.**,  
a Delaware corporation

Witnesses:

\_\_\_\_\_  
John Auld, Vice President

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by John Auld as Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He  is personally known to me, or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



PREPARED BY AND RETURN TO:

Jo O. Thacker, Esquire  
390 N. Orange Avenue, Suite 1400  
Orlando, Florida 32801

Property Appraisers Parcel I.D.:

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid hereon.

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established and created pursuant to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819, (hereinafter called the "Grantor"), in favor of **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose post office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741(hereinafter called the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grants, conveys, bargains, and sells to the said Grantee, and Grantee's successors and assigns forever, the following described improved land, situate, lying and being in Osceola County, Florida, to wit:

See attached Exhibit "A" incorporated herein by reference.

**TOGETHER WITH** all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining,

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants that title to said land is free from all encumbrances except for restrictions, covenants, conditions, easements, and other matters or record (provided, however, that reference hereto shall not serve to reimpose same) and taxes for the year 2023 and subsequent years, if any.

**GRANTOR** does hereby fully warrant the title to said land (subject to those matters set forth above), and will defend the same against lawful claims of all persons whomsoever.

**THE CONVEYANCE** made herein, however, is expressly made subject to the Permitted Exceptions set forth on the attached Exhibit "B" without reimposing any of the same.

[Remainder of page intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II**, a local unit of  
special-purpose government

Witnesses:

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
John Valantasis, Chairman

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John Valantasis as Chairman of the Town of Kindred Community Development District II Board of Directors, a local unit of special-purpose government, on behalf of the district.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

TRACT 5025, KINDRED PHASE 3B 3C AND 3D, according to the plat thereof as recorded in Plat Book 33, Page 104 through 115, inclusive, of the Public Records of Osceola County, Florida.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

## **BILL OF SALE AND GENERAL ASSIGNMENT**

**THIS BILL OF SALE AND GENERAL ASSIGNMENT** (this “**Assignment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Town of Kindred Community Development District II**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**District**”) whose address is 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 (hereafter referred to as “**Grantor**”), and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose pose office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, (hereinafter referred to as “**Grantee**”).

### **BACKGROUND STATEMENT**

Grantor owns certain water and wastewater improvements for the Grantor’s Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the “**Personal and Intangible Property**”), located within **TRACT 5025, KINDRED PHASE 3B 3C AND 3D**, according to the plat thereof as recorded in Plat Book 33, Page 104 through 115, inclusive, of the Public Records of Osceola County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, and reclaimed water lines, pipes, and related equipment; also including the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities and all easements and rights of way covering areas in which such facilities are located.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
  - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;

- b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
  - c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
4. Grantor hereby warrants the following:
- a. that Grantor is the lawful owner of the Personal and Intangible Property;
  - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
  - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
6. Nothing in this Assignment shall be construed as a waiver of Grantor's limitations on liability provided in Section 768.28, Florida Statutes.
7. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
8. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

*[Remainder of page intentionally left blank]*

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

Signed, sealed, and delivered  
in the presence of:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II**, a local unit of  
special-purpose government established pursuant  
to Chapter 190, Florida Statutes

Witnesses:

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

John Valantasis, Chairperson

\_\_\_\_\_

Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by John Valantasis as Chairperson of Town of Kindred Community Development District II, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the District. He  is personally known to me, or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



## **Tab 9**

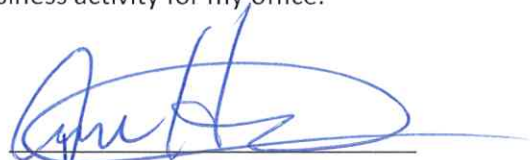
STATE OF FLORIDA )  
COUNTY OF Osceola )

**AFFIDAVIT OF MAILING**

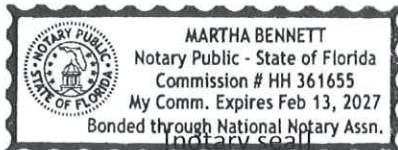
**BEFORE ME**, the undersigned authority, this day personally appeared Anthony Jeancola, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Anthony Jeancola, am employed by Rizzetta & Company, Inc., and, in the course of that employment, serve as District Manager for the Town of Kindred Community Development District II.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Town of Kindred Community Development District II.
4. I do hereby certify that on April 12, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the Town of Kindred Community Development District II of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

**FURTHER AFFIANT SAYETH NOT.**

  
By: Richard Hernandez

**SWORN AND SUBSCRIBED** before me by means of  physical presence or  online notarization, this 12 day of April, 2023, by Richard Hernandez for Rizzetta & Company, Inc.



Martha Bennett  
(Official Notary Signature)  
Name: Martha Bennett  
Personally Known   
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT A:** Copies of Forms of Mailed Notices  
**EXHIBIT B:** List of Addressees

Order ID: 7410883

\* Agency Commission not included

**GROSS PRICE \* :** **\$316.93**

**PACKAGE NAME: Public Hearling/Bid/Misc\_Legal**

---

Order ID: 7410883

\* Agency Commission not included

**GROSS PRICE \* :** \$316.93**PACKAGE NAME:** Public Hearing/Bid/Misc\_Legal

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**Product(s):** Orlando Sentinel, Affidavit, Floridapublicnotices.com, Classifieds.OS.com\_Legals**AdSize(s):** 1 Column**Run Date(s):** Thursday, April 6, 2023**Zone:** Full Run**Color Spec.** B/W

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**Preview****TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II NOTICE OF  
REGULAR MEETING**

The Board of Supervisors of the Town of Kindred Community Development District II will hold a regular meeting on Thursday, April 13, 2023, at 10:30 a.m., at the 1 Courthouse Square, Suite 4700, (BCC Shared Conference Room #4702) Kissimmee, Florida 34741.

The District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so by dialing 1-813-658-6070 and entering Conference ID: 221833. Participants are also strongly encouraged to submit questions and comments to the District Manager at rhernandez@rizzetta.com by October 27, 2022, at 10:00 a.m. in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meetings. Participants may also submit questions or comments to the District Manager by telephone by calling 407-472-2471 by the same time noted above. However, public comments will also be accepted during the meeting via telephonic participation available as described in this notice.

The meetings will be open to the public and will be conducted in accordance with provisions of Florida Law for Community Development Districts. The meetings may be continued in progress to a date, time and location to be stated on the record at the meetings.

A copy of the agenda may be obtained at the office of the District Manager, Rizzetta & Company, Inc., located at 8529 South Park Circle, Suite 330, Orlando, Florida 32819, (407) 472-2471, during normal business hours.

There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in any meeting is asked to advise the District Office at least forty-eight (48) hours before a meeting by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the

Order ID: 7410883

\* Agency Commission not included

**GROSS PRICE \* :** **\$316.93**

**PACKAGE NAME: Public Hearling/Bid/Misc\_Legal**

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Florida Relay Service at 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), who can aid you in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that this same 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 such appeal is to be based.

Town of Kindred Community  
Development District II  
Richard Hernandez, District Manager  
4/06/2023 7410883

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Postage

\$ \_\_\_\_\_

**Total Postage and Fees**

\$ 10.44

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

DR Horton INC  
10192 Dowden Rd  
Orlando, FL 32832

7019 2970 0000 2505 6731

# Tab 10

**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**



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III. Proposed District CIP.....	5

## **TABLES**

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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 13<sup>th</sup> 2020, as revised April 16<sup>th</sup> 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**

Land Use	Total
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]

<b>Parcel</b>	<b>Land Use</b>		<b>Units</b>	<b>Acreage</b>
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
<b>SUBTOTAL</b>			<b>682</b>	<b>200.35</b>
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
<b>SUBTOTAL</b>			<b>822</b>	<b>238.11</b>
Phase 5	S.F.		344 D.U.	82.67
	<b>SF Detached / TH Attached</b>		<b>1416 SFD / 432 TH</b>	<b>Acreage</b>
	Other Areas			63.54
				<b>584.68</b>

\*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 <sup>4</sup>	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 <sup>2</sup>	\$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 <sup>2</sup>				\$2,000,000	\$2,000,000
Design Fees	\$350,000	-	\$300,000	\$300,000	\$950,000
Inspection Fees	\$241,400	-	\$139,439 <sup>3</sup>	\$140,567 <sup>3</sup>	\$521,406 <sup>3</sup>
Platting of Public Projects and Field Monuments	\$150,000	-	\$125,000	\$125,000	\$400,000
Contingency	\$1,164,740	-	\$716,700 <sup>3</sup>	\$931,324 <sup>3</sup>	\$2,812,764
<b>Total</b>	<b>\$12,812,140</b>	<b>-</b>	<b>\$7,883,700<sup>3</sup></b>	<b>\$10,244,569<sup>3</sup></b>	<b>\$30,940,409<sup>3</sup></b>

<sup>1</sup> The CIP for Phases 2A, and 2C and 2D has been completed.

<sup>2</sup> Costs are based on the construction phasing but not the benefit.

<sup>3</sup> 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.

<sup>4</sup> 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 <sup>2</sup>	\$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 <sup>2</sup>			\$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
<b>Totals</b>	<b>\$11,423,037</b>	<b>\$10,628,636</b>	<b>\$14,887,169</b>	<b>\$10,831,421</b>	<b>\$13,591,875</b>	<b>\$61,362,138</b>	<b>\$92,302,548</b>

<sup>1</sup> 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.

<sup>2</sup> 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:

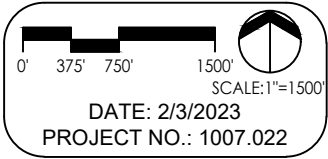
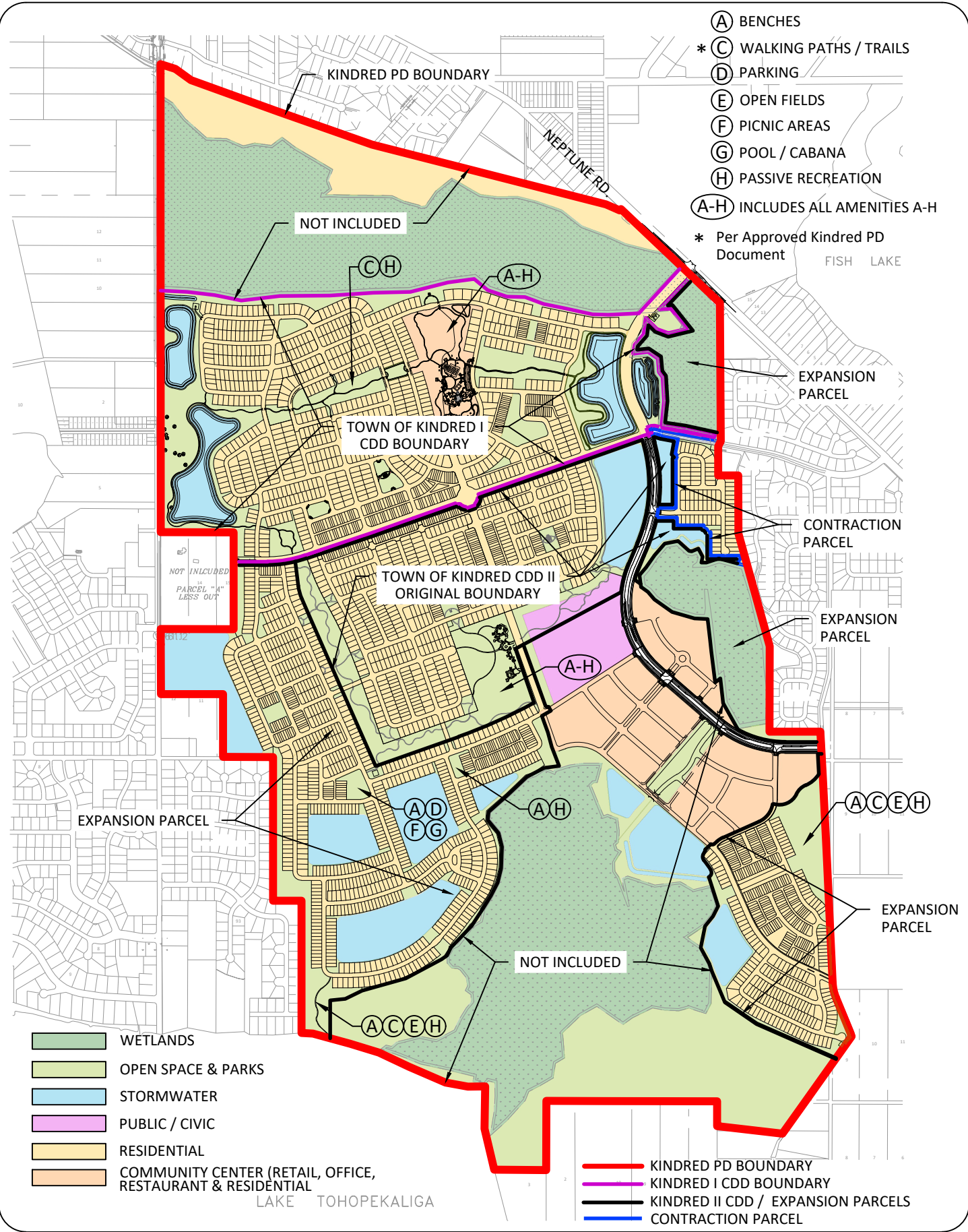
- Osceola County (All Site Improvements)
- Florida Department of Environmental Protection (Water and Wastewater)
- U.S. Army Corps of Engineers (Dredge and Fill, Protected Species)
- South Florida Water Management District (Water Use, Stormwater, Wetland Impacts, Protected Species)
- Toho Water Authority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



Project: February 3, 2023, 10:08:52 AM  
 Z:\PROJECTS\1007.022 Kindred Phase 2 CDD\Kindred PH2 CDD Exhibit\Kindred Master Planning

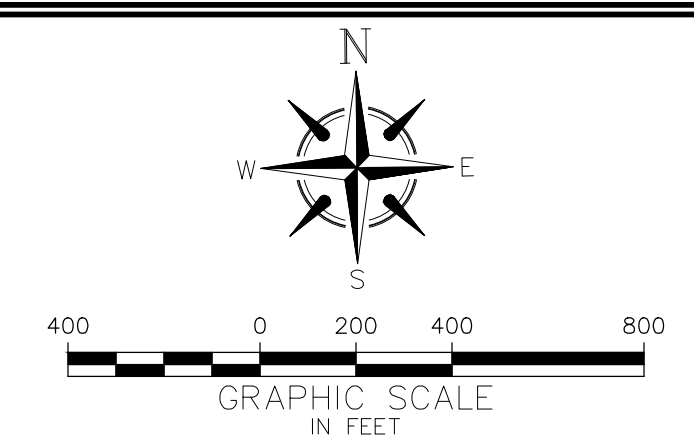
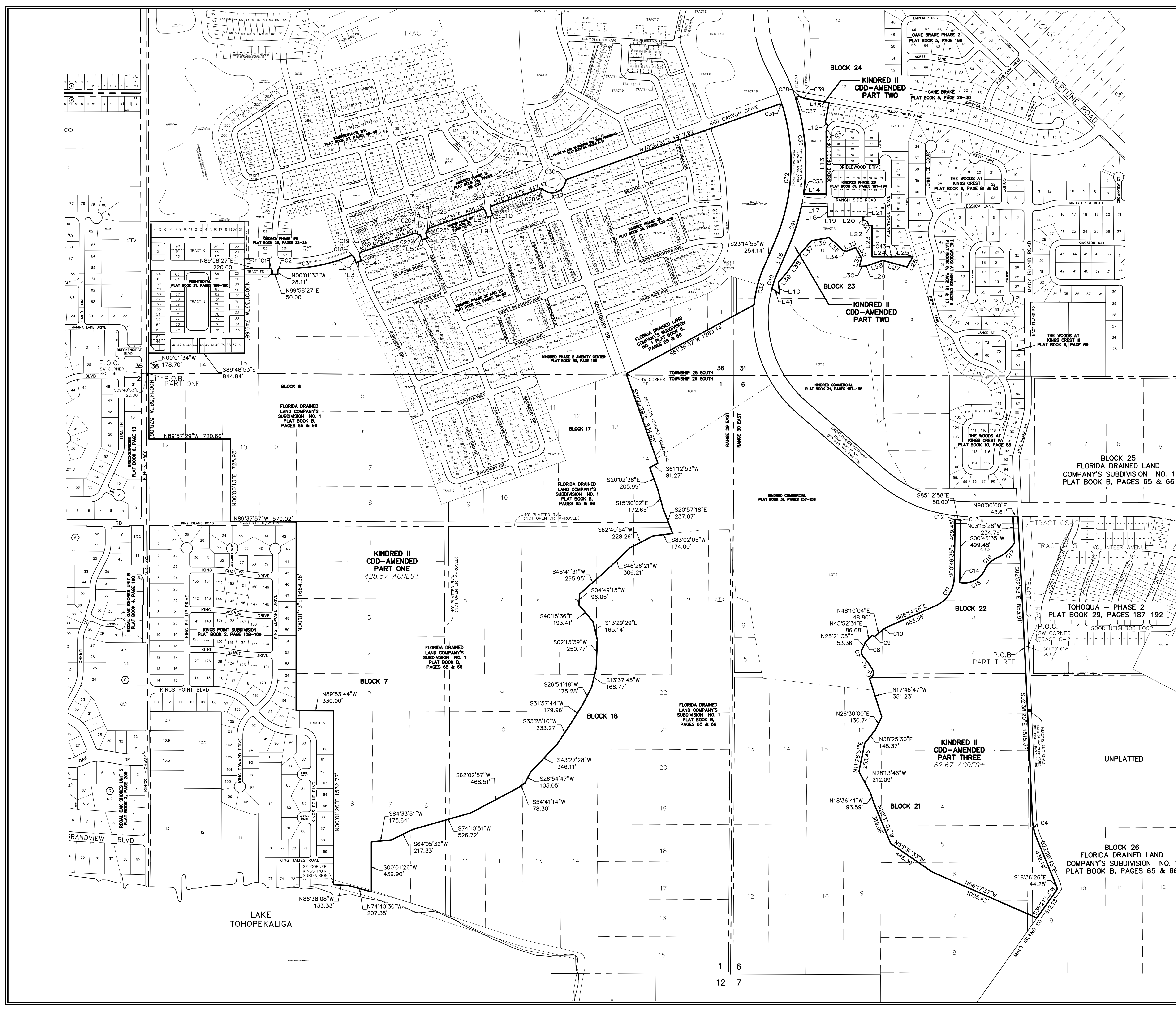


# KINDRED MASTER PLAN

## **EXHIBIT 2**







**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	54.52'
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'

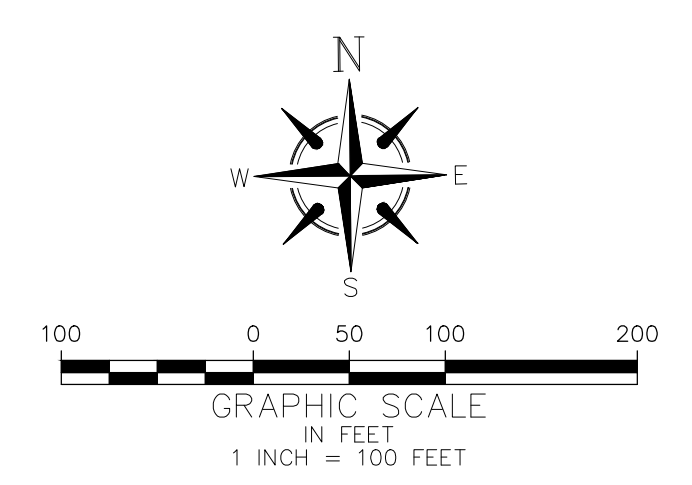
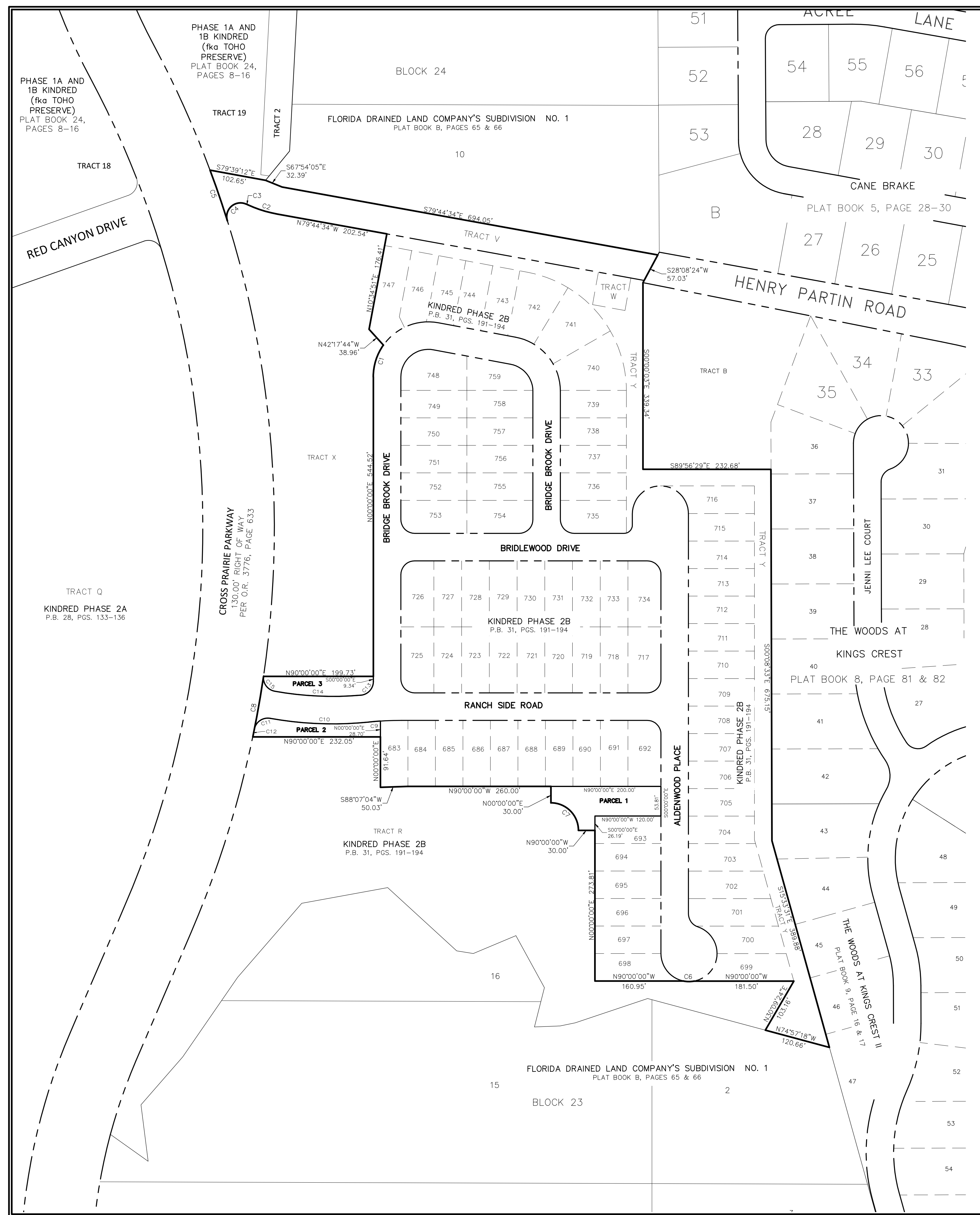
**CURVE TABLE**

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:  
  
 E1A16F33740F48B  
 RICHARD D. BROWN, P.S.M.  
 STATE OF FLORIDA  
 REGISTRATION NO. 5700  
 (NOT VALID WITHOUT EMBOSSED SEAL)  
 8/2/2022  
 DATE

**ABBREVIATIONS**

P.B. PLAT BOOK (C) CALCULATED DEGREES ALL PROPERTY CORNERS AS NOTED EL. ELEVATION  
 D.B. DEED BOOK (P) PLAT MINUTES D.U.E. DRAINAGE AND UTILITY EASEMENT P.T. POINT OF TANGENCY  
 B.M. BENCH MARK (S) DESCRIBED SECONDS U. UTILITY EASEMENT P.C. POINT OF CURVE  
 P.C. PAGE (M) MEASURED LB. MORE OR LESS P.C.P. PERMANENT CONTROL POINT P.R.C. POINT OF REVERSE CURVE  
 TWP. TOWNSHIP (L.S.) LICENSED BUSINESS LICENSED SURVEYOR P.C.P. POINT OF COMMENCEMENT N.&T. NAIL AND TAG  
 R.O.E. RANGE (C.B.) CHORD BEARING (B.W.F.) BARBED WIRE FENCE P.C.P. POINT OF INTERSECTION G.W.F. WIRE ANCHOR  
 C.O.R. CORNER (L) LENGTH H.W.F. HOOD WIRE FENCE P.F.F. FINISH FLOOR ELEVATION C.M.P. CORRUGATED METAL PIPE  
 A.C. ADJACENT (L) LENGTH H.W.F. HOOD WIRE FENCE P.F.F. FINISH FLOOR ELEVATION R.C.P. REINFORCED CONCRETE PIPE  
 P.S.M. PROFESSIONAL (T) TANGENT W.F. WOOD FENCE P.F.F. FINISH FLOOR ELEVATION S.V. SURVEYOR  
 AND MAPPER (C/L) CENTERLINE EP. EDGE OF PAVEMENT O.R. OFFICIAL RECORDS T.D. TONGUE  
 B.M. BENCH MARK (C/L) CENTERLINE EP. EDGE OF PAVEMENT O.R. OFFICIAL RECORDS T.D. TONGUE  
 C.B.S. CONCRETE BLOCK & STUCCO (C/L) CENTERLINE EP. EDGE OF PAVEMENT O.R. OFFICIAL RECORDS T.D. TONGUE

**LEGEND**

☒ BENCHMARK  
 ☒ WOOD POWER POLE  
 ☒ CONCRETE POWER POLE  
 ☒ GUY WIRE ANCHOR  
 ☒ LIGHT POLE  
 ☒ SIGN  
 ☒ FIRE HYDRANT  
 ☒ SANITARY SEWER M.HOLE  
 ☒ STORM SEWER M.HOLE  
 ☒ GAS VALVE  
 ☒ TELEPHONE RISER BOX  
 ☒ METAL LIGHT POLE

○ CLEAN OUT (SEWER)  
 ○ GAS METER  
 ○ UNDERGROUND GAS MARKER  
 ○ FIBER OPTIC MARKER  
 ○ WATER VALVE  
 ○ WATER METER  
 ○ CABLE TELEVISION RISER BOX  
 ○ WOOD LIGHT POLE  
 ○ WELL  
 ○ ELECTRIC CONTROL BOX  
 ○ ELECTRIC TRANSFORMER  
 ○ FIBERGLASS LIGHT POLE

**SKETCH OF DESCRIPTION**

**KINDRED II CDD CONTRACTION PARCEL**

REVISIONS	REVISIONS
ADD AC. 7/28/22	
AMEND AC. 9/2/22	

SECTION 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.

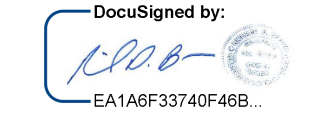
TOTAL AREA OF EXPANSION PARCELS 1 AND 2 COMBINED = 320.78 ACRES +/- THIS IS NOT A SURVEY. NO BOUNDARY WORK WAS PERFORMED AS A PART OF THIS SKETCH.

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:

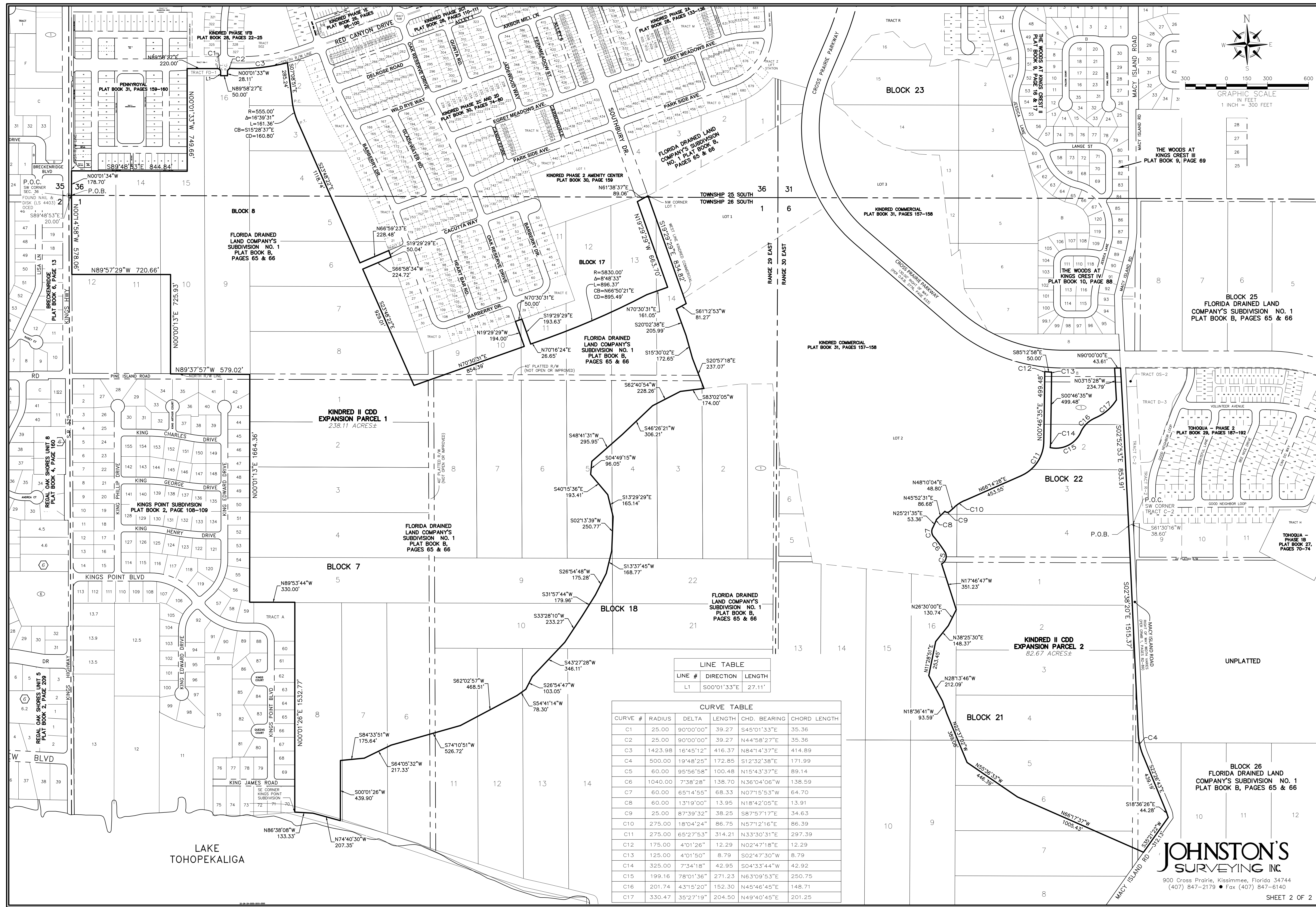
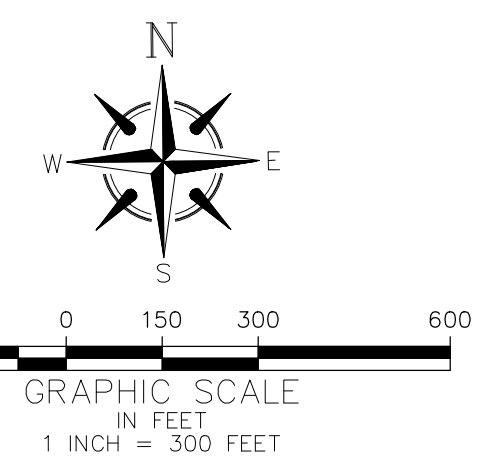
I HEREBY CERTIFY TO: D.R. HORTON, INC.



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.



**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:

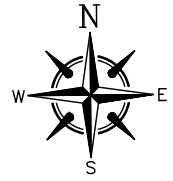
11/22/2022

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

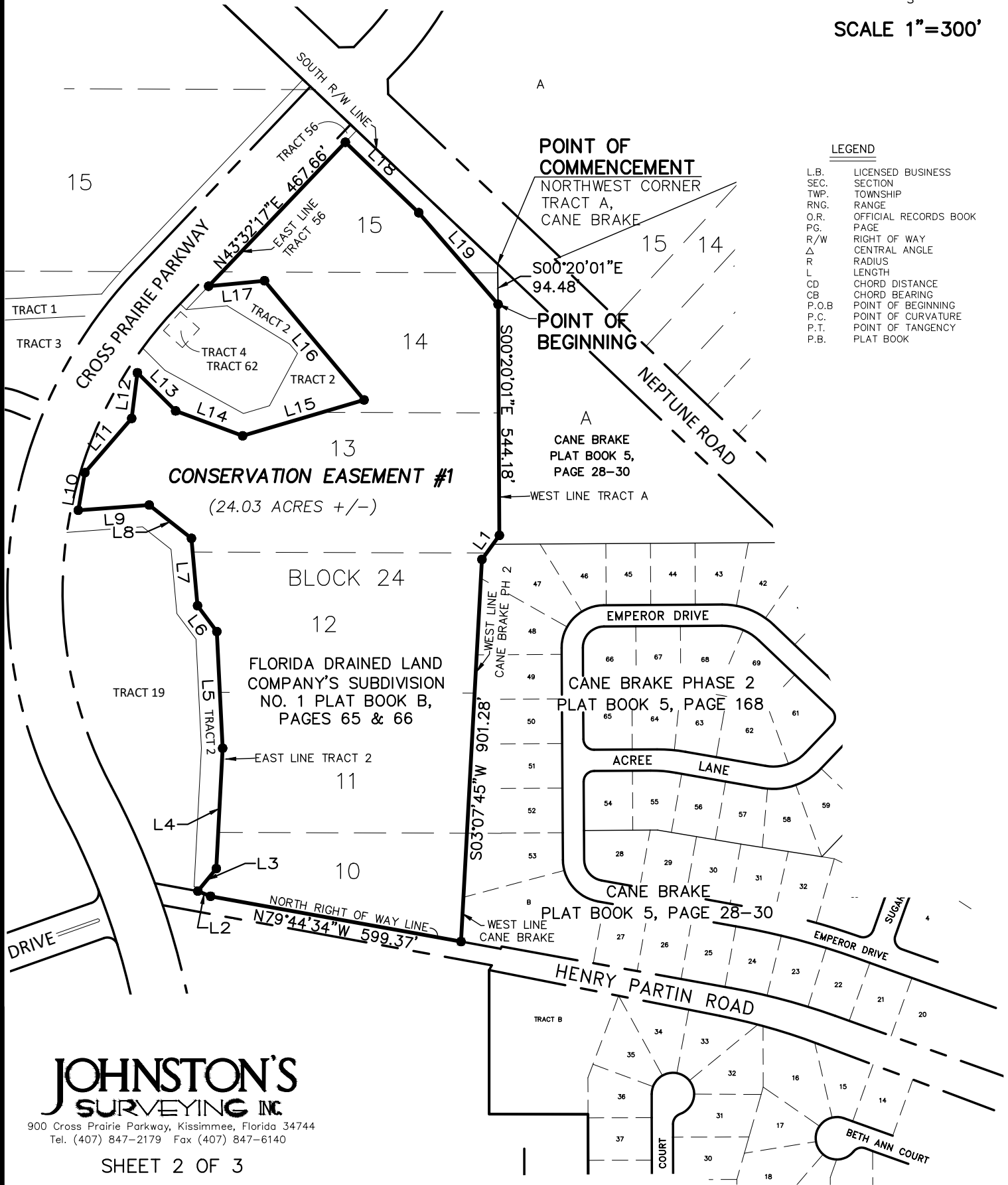
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

# 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



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

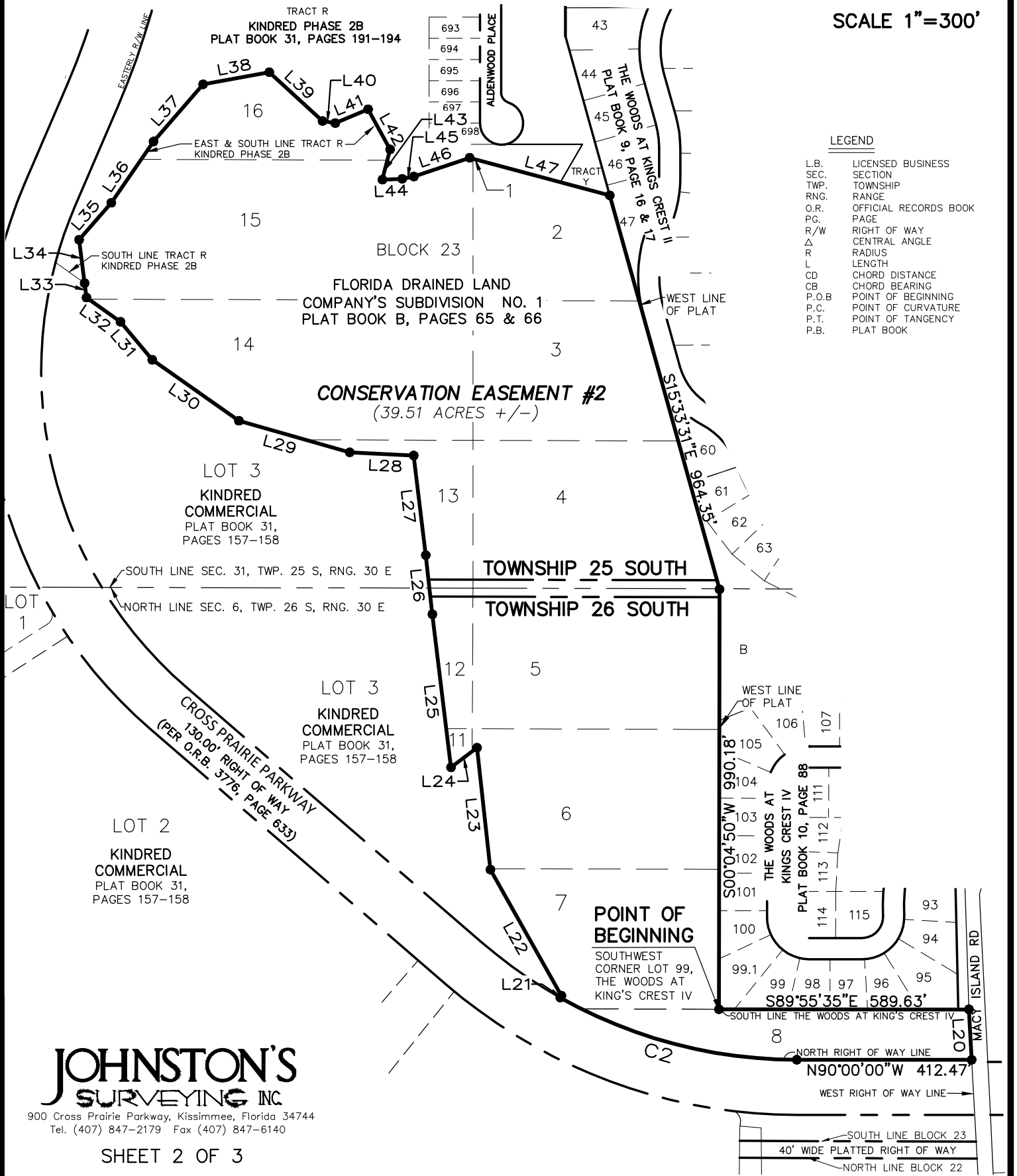
SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR LINE TABLE



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
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 #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

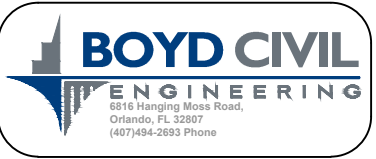
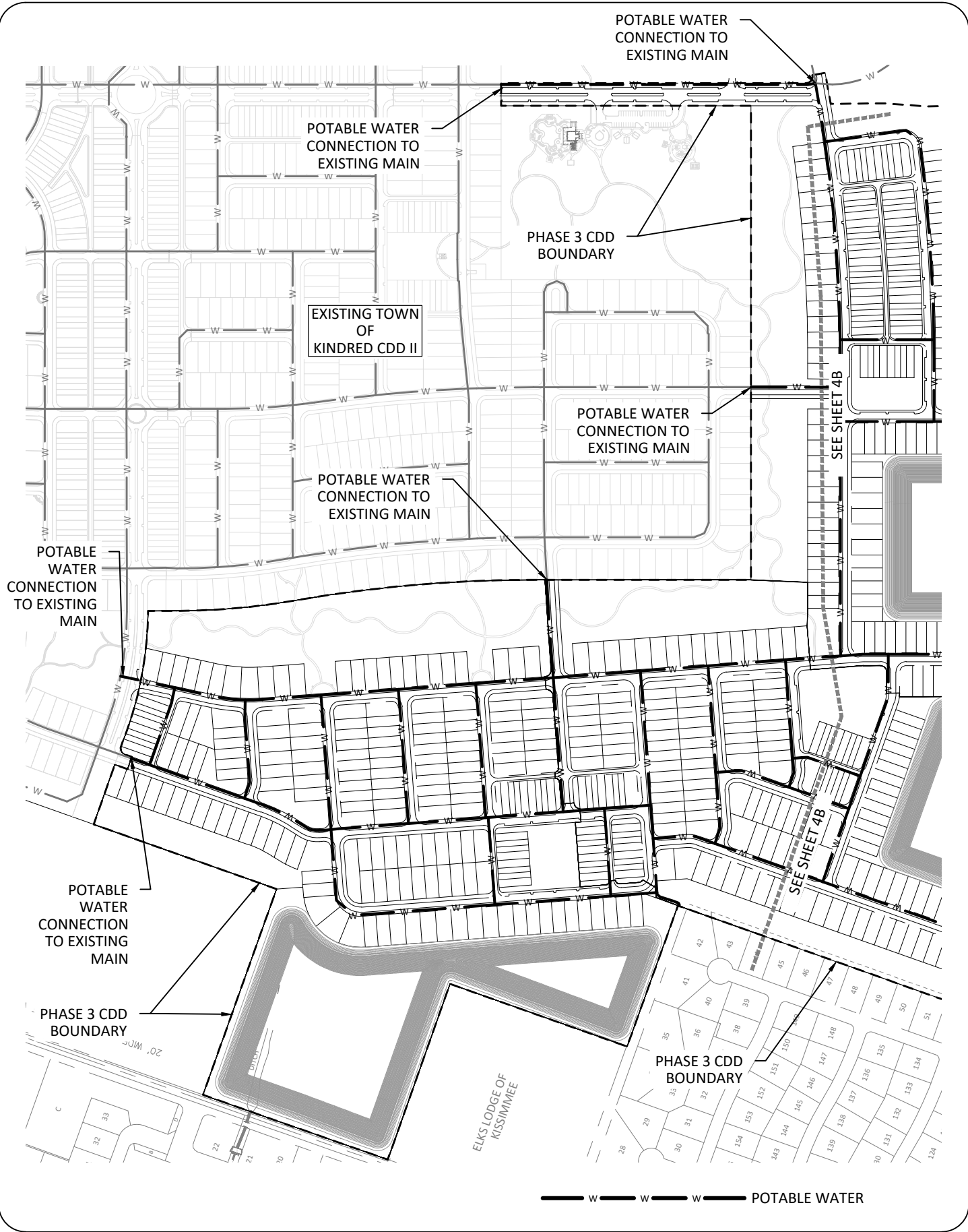
SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH

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

# EXHIBIT 4



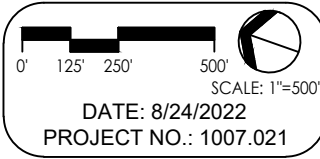
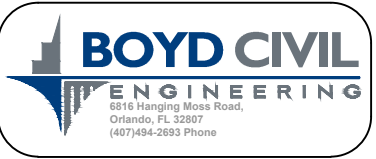
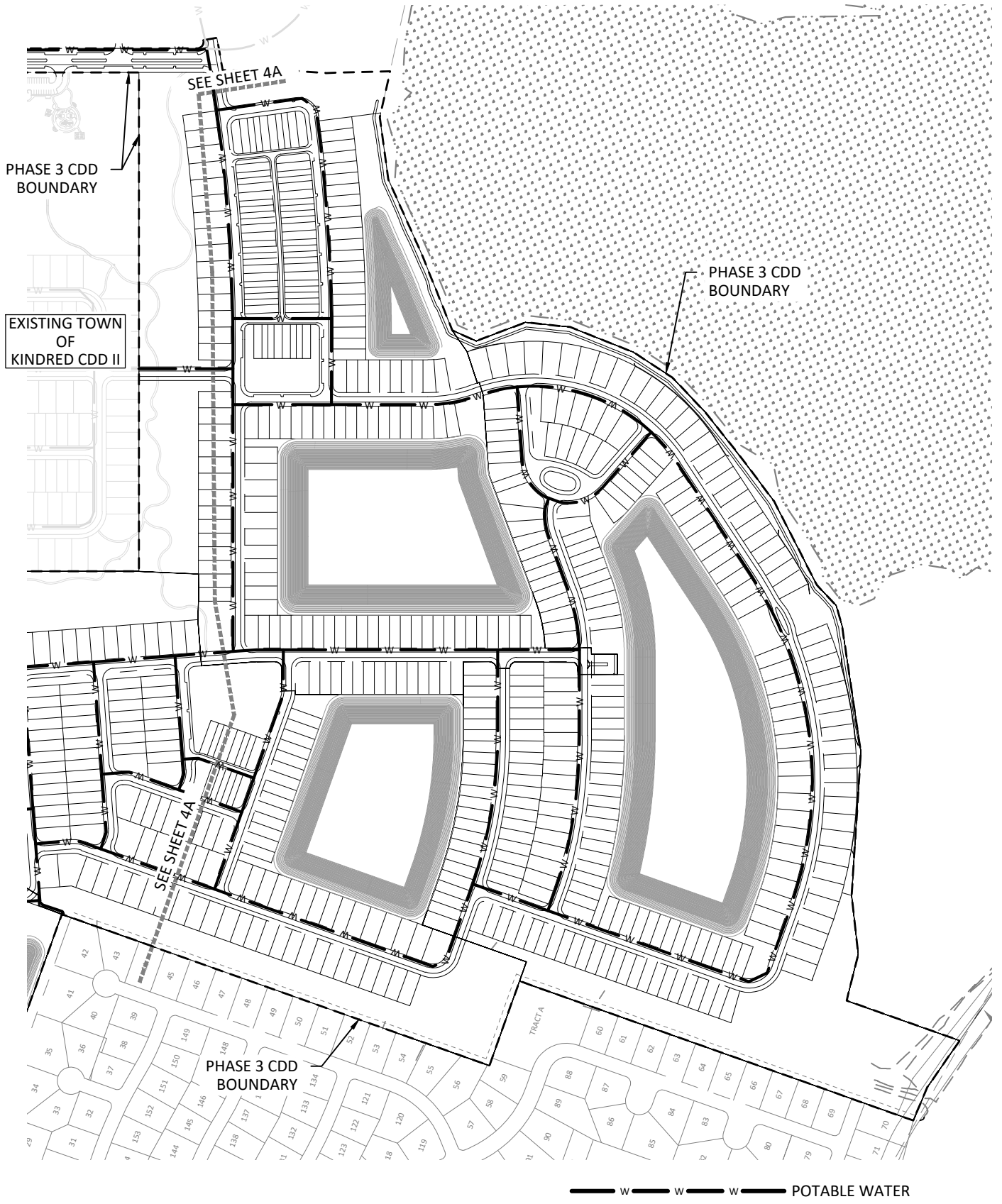
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DATE: 8/24/2022  
PROJECT NO.: 1007.021

# KINDRED PHASE 3 WATER INFRASTRUCTURE IMPROVEMENTS

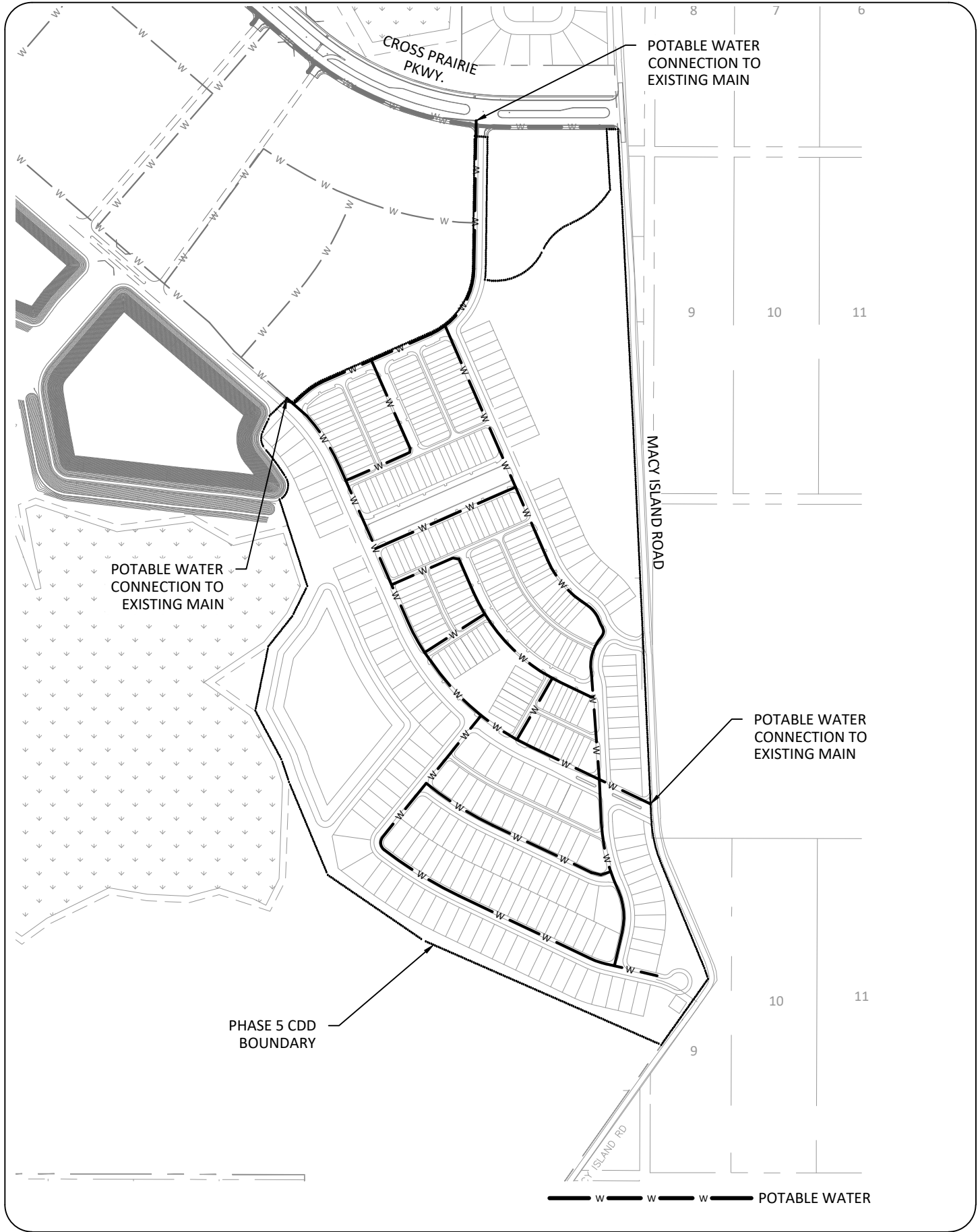
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# KINDRED PHASE 3 WATER INFRASTRUCTURE IMPROVEMENTS

4B

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SCALE: 1"=500'

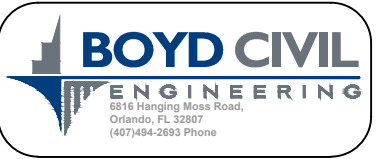
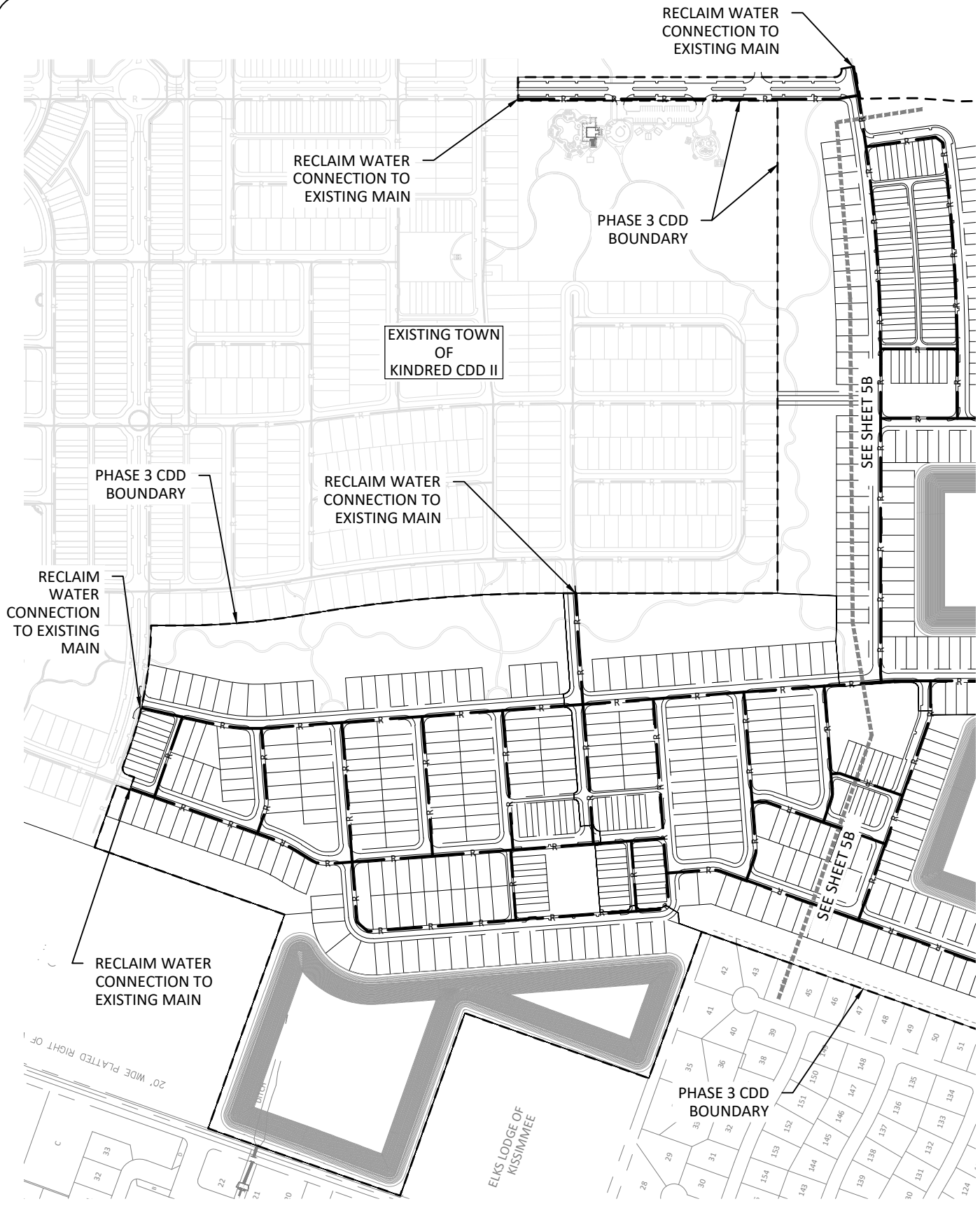
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## **EXHIBIT 5**



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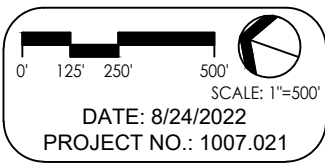
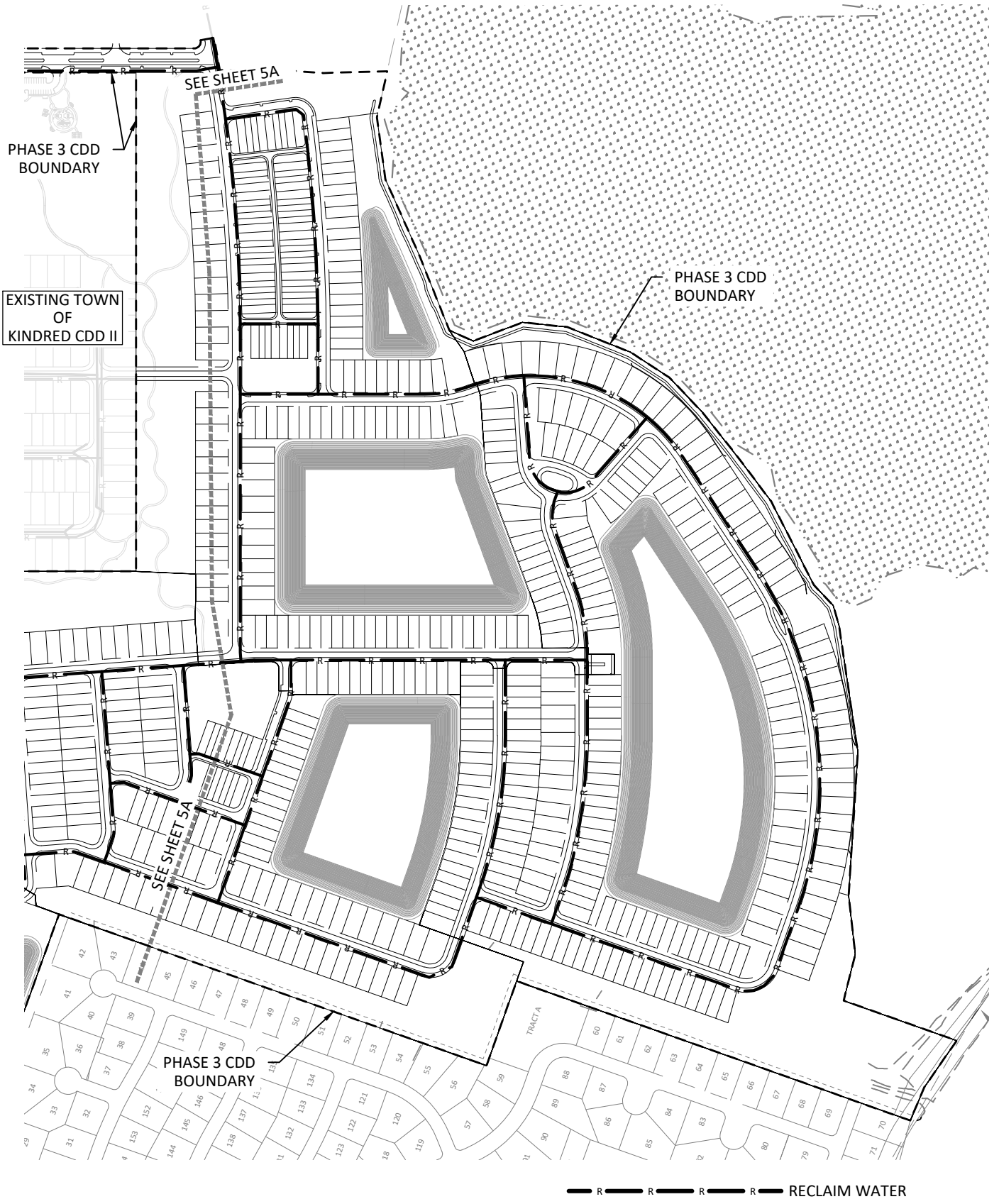
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PROJECT NO.: 1007.021

# KINDRED PHASE 3 RECLAIM INFRASTRUCTURE IMPROVEMENTS

5A



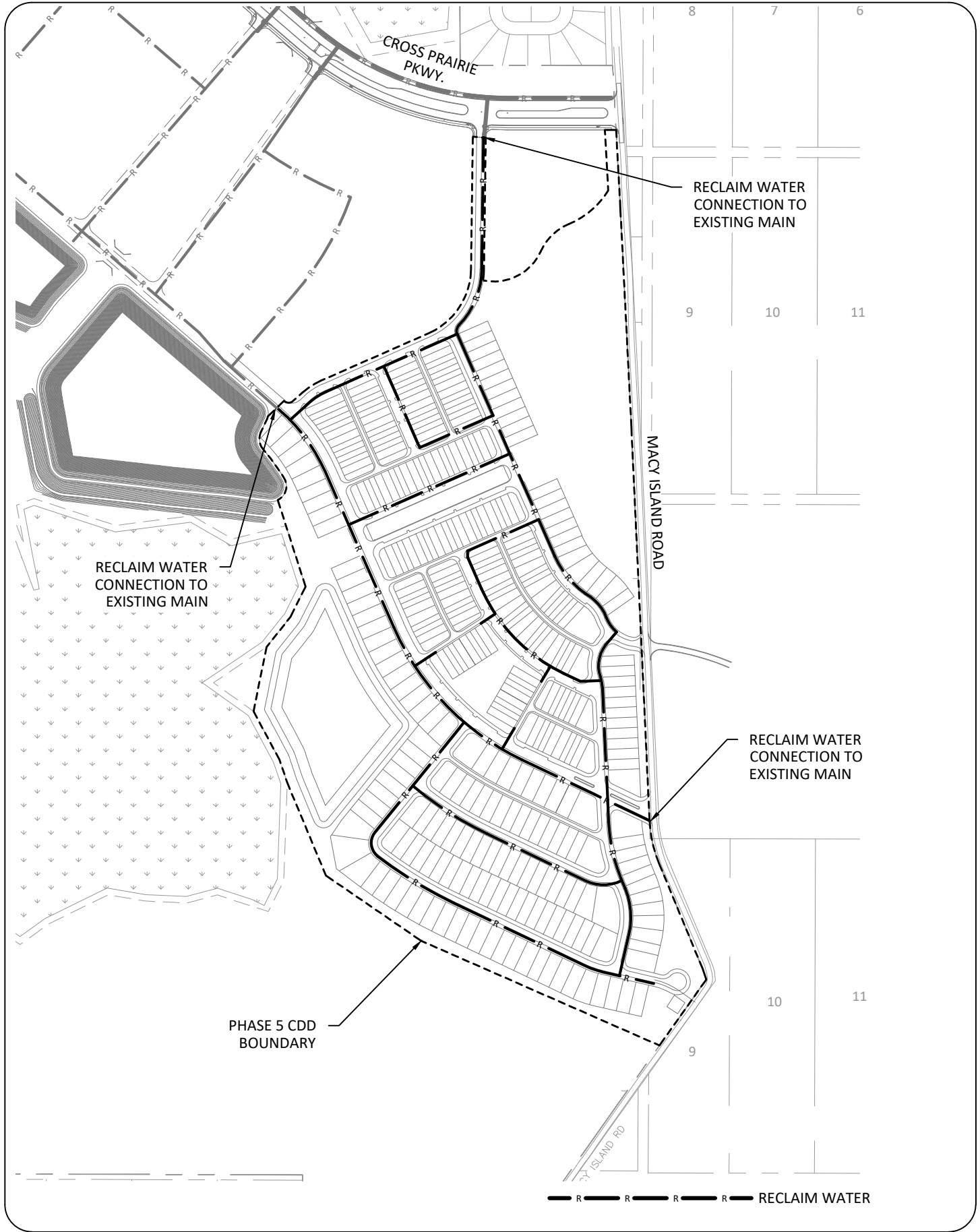
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**KINDRED PHASE 3  
RECLAIM INFRASTRUCTURE  
IMPROVEMENTS**

**5B**

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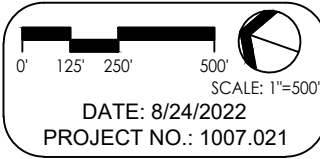
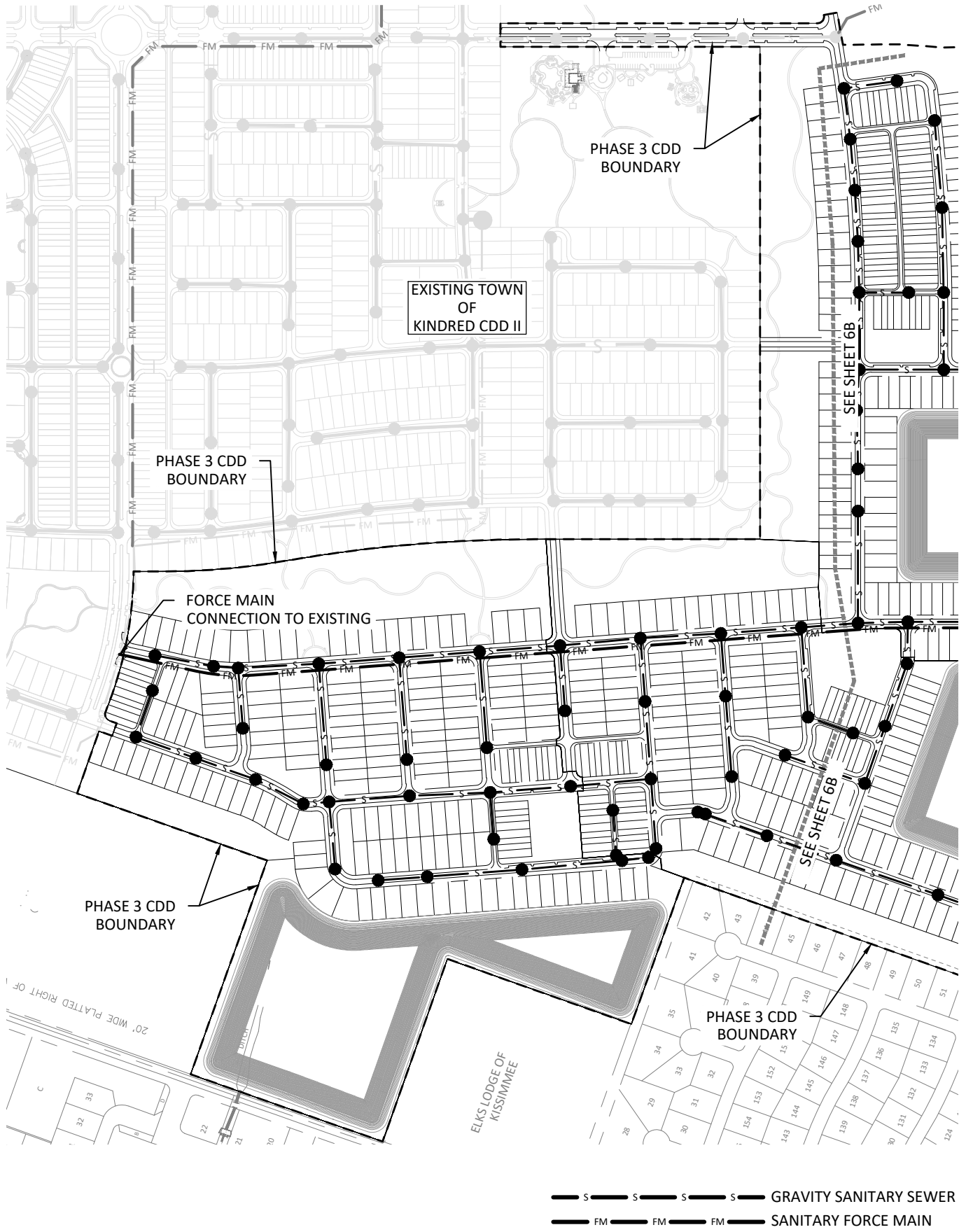
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# KINDRED PHASE 5 RECLAIM INFRASTRUCTURE IMPROVEMENTS

# EXHIBIT 6



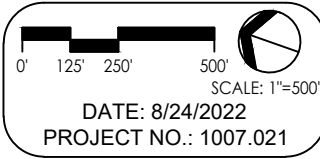
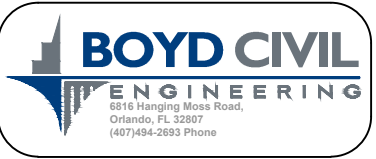
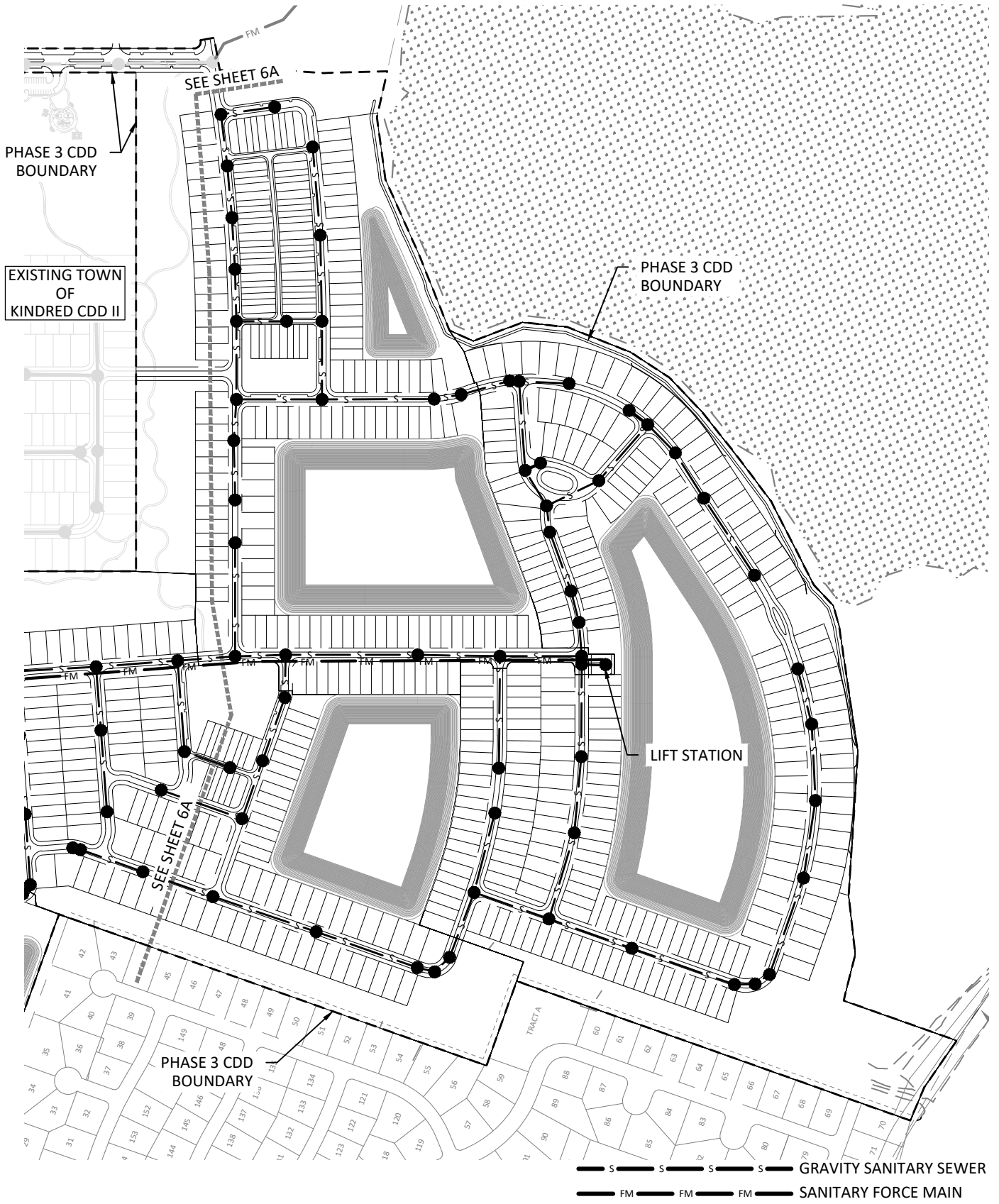
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# KINDRED PHASE 3 SANITARY INFRASTRUCTURE IMPROVEMENTS

6A

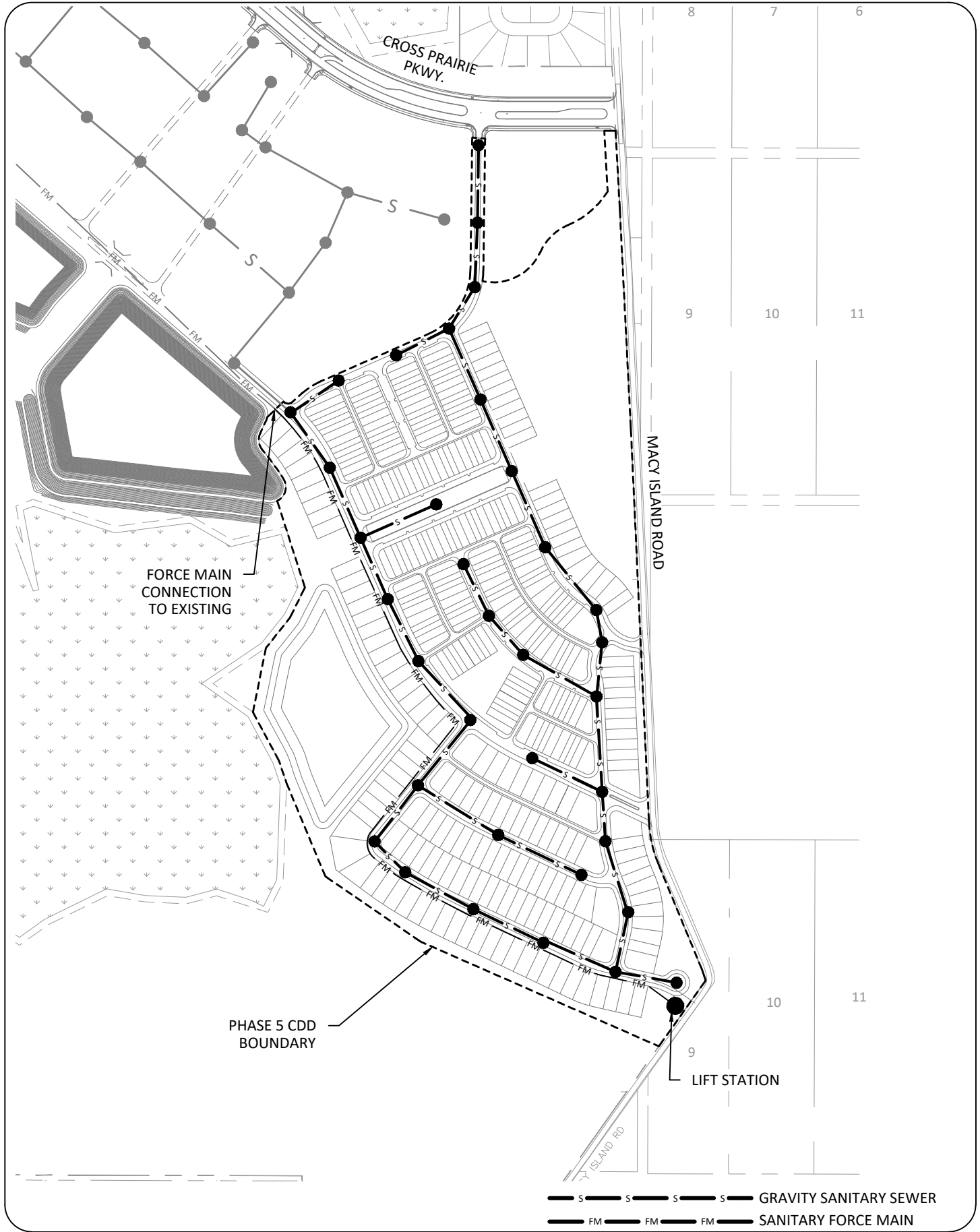
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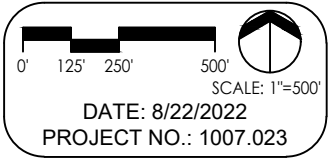
**KINDRED PHASE 3  
SANITARY INFRASTRUCTURE  
IMPROVEMENTS**

**6B**

Plot: August 22, 2022, 3:51:22 PM  
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— S — S — S — S — GRAVITY SANITARY SEWER  
— FM — FM — FM — FM — SANITARY FORCE MAIN



# KINDRED PHASE 5 SANITARY INFRASTRUCTURE IMPROVEMENTS

# **Tab 11**



Rizzetta & Company

# Town of Kindred Community Development District II

---

## Master Special Assessment Allocation Report (Expansion Area)

3434 Colwell Ave  
Suite 200  
Tampa, FL 33614  
[www.rizzetta.com](http://www.rizzetta.com)

February 9, 2023



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## I. INTRODUCTION

This Master Special Assessment Allocation Report (Expansion Area), (the “Master Report”) is being presented in anticipation of financing all or a portion of the capital infrastructure project for the Expansion Area (as herein defined) by the Town of Kindred Community Development District II’s (the “District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project for the Expansion Area.

The District plans to issue bonds in one or more series to fund a portion of the capital infrastructure project, also known as the Capital Improvement Program. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the capital Infrastructure project.

## II. DEFINED TERMS

**“Capital Improvement Program”** – (or “CIP”) Construction and/or acquisition of public infrastructure planned for Phases 3 and 5, as specified in the Amended & Restated Engineer’s Report, dated February 9, 2023.

**“Developer”** – D.R. Horton, Inc. – a Delaware corporation, the landowner and developer of Platted and Unplatted Parcels within the District, and its successors and assigns.

**“District”** – Town of Kindred Community Development District II.

**“Equivalent Assessment Unit”** – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

**“Expansion Area”** – that certain [384.319] acres of land added to the District’s boundary via Osceola County Ordinance No. 2023-05, and consisting of 191 Platted Units in Phase 3A, and approximately 331.079 remaining unplatted gross acres in Phases 3B, 3C, 3D, and 5 of the District’s development. Such Expansion Area is further identified in the Master Assessment Lien Roll attached hereto.

**“Maximum Assessments”** – The maximum amount of special assessments to be levied against property within the Expansion Area in relation to the CIP.

**“Platted Units”** – Lands configured into their intended end-use and subject to a recorded plat.

**“Unplatted Parcels”** – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



### III. DISTRICT INFORMATION

Town of Kindred Community Development District II was established on January 13, 2020, pursuant to Osceola County Ordinance 2020-16. The District originally encompassed approximately 218.797 acres, which consisted of Phases 2A – D (the “Original District Lands”). On January 9, 2023, Ordinance No. 2023-05 was approved by Osceola County (the “County”), expanding the District’s boundaries to include phases 3 and 5 (320.779 acres) and certain conservation easement property (63.54 acres) and remove portions of phase 2B (18.437 acres) from the District (“Boundary Amendment”). Post Boundary Amendment, the District consists of 584.679 net acres, which accounts for both the areas of expansion and contraction.

The District is generally located within the Kindred Development of Regional Impact, adjacent to Neptune Road within the unincorporated area of northwestern Osceola County. The District’s Expansion Area consists of approximately 384.319 acres. There are currently 191 Platted Units in phase 3A, and 975 residential units planned for development in the remaining phases within the Expansion Area. This Master Special Assessment Allocation Report will describe the allocation of the Expansion Area’s maximum special assessment lien.

Note, prior to the Boundary Amendment, the District issued its \$2,500,000 Special Assessment Revenue Bonds, Series 2020, and \$5,780,000 Special Assessment Revenue Bonds, Series 2021 (together, the “Prior Bonds”), which bonds are secured by debt assessments levied on fully platted lots in Phases 2A, 2C, and 2D of the Original District Lands (the “Phase 2 Assessments”) pursuant to separate assessment resolutions and assessment reports. The Phase 2 Assessments securing the Prior Bonds are allocated to specific property within the District, separate and distinctive from the Expansion Area.

Table 1 illustrates the District’s preliminary development plan for the Expansion Area.

### IV. CAPITAL IMPROVEMENT PROGRAM – EXPANSION AREA

The District’s Capital Improvement Program for the Expansion Area (“CIP”) includes, but is not limited to, mass grading of public infrastructure and stormwater ponds, roads and drainage infrastructure, potable water, wastewater, reuse mains, wastewater lift stations, off-site wastewater improvements, electrical and lighting, landscaping, amenities, design fees, inspection fees, and platting of public projects and field monuments. The total CIP is estimated to cost \$61,362,138, as shown in detail on Table 2. The estimated construction costs of the CIP identified above were provided by the District’s Engineer in their Amended and Restated Engineer’s Report, dated February 9, 2023 (“Engineer’s Report”). It is expected that the District will issue special assessment revenue bonds in the immediate future to fund a portion of the CIP, with the balance funded by the Developer, future bonds, or other sources.

Table 3 demonstrates the allocation of the estimated CIP costs among the Expansion Area’s proposed development plan. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use. This method of EAU allocation for a



residential development meets statutory requirements and is commonly accepted in the industry.

## **V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS**

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

### **A. Benefit Analysis**

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the Expansion Area, or more precisely defined as the land uses which specifically receive benefit from the CIP as described in the report.

It is anticipated that the projects included in the CIP will provide special benefit to the lands within the Expansion Area. These infrastructure projects are a system of improvements and were designed specifically to facilitate the development of the District's Expansion Area properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the Expansion Area within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.

Florida Statute 170.201 states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or



- (b) An alternative methodology, so long as the amount of the assessment for each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on discussions with the District's Engineer, evaluation of the Engineer's Report, as well as discussions with other District staff and the Developer regarding the project, it has been determined that the manner to allocate the final assessments is to be based on the front footage of each Platted Unit. This method of EAU allocation meets statutory requirements and is generally accepted in the industry. Table 3 demonstrates the allocation of the estimated construction costs allocated to the various planned unit types for the Expansion Area. The costs are allocated using EAU factors.

### **B. Anticipated Bond Issuance**

As described above, it is expected that the District will issue bonds in one or more series to fund a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District.

A maximum bond sizing has been provided on Table 4. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which the entire CIP for the Expansion Area is funded with bond proceeds. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities, and structures up to the maximum principal amount. Table 5 represents the Maximum Assessments necessary to support repayment of bonds issued to finance the entire CIP for the Expansion Area.

### **C. Maximum Assessment Methodology**

Initially, the District will be imposing a master Maximum Assessment lien on the Expansion Area based on the maximum benefit conferred on each parcel therein by the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit in the Expansion Area. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

The Expansion Area lands subject to the Maximum Assessments include both Platted units and Unplatted Parcels, and currently consist of 191 Platted Units in Phase 3A, and Unplatted Parcels in Phases 3B, 3C, 3D, and 5. Initially, Maximum



Assessments will be levied as follows (i) on the 191 Platted Units in Phase 3A at the per-unit amounts described in Table 6; and (ii) on the approximately 331.079 remaining gross acres of Unplatted Parcels within the Expansion Area on an equal assessment per acre basis. As the Unplatted Parcels are either sold in bulk to third parties, or are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the remaining Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Maximum Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of sale. If the Unplatted Parcel is subsequently sub-divided into small parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

In the event that developable lands that derive benefit from the CIP are added to the District's boundaries, whether by another boundary amendment or increase in density, Maximum Assessments may be allocated to such lands, pursuant to the methodology described herein.

## **VI. ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by the District's engineer, District's underwriter and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



**EXHIBIT A:**

**ALLOCATION METHODOLOGY**



Rizzetta & Company

**TOWN OF KINDRED  
 COMMUNITY DEVELOPMENT DISTRICT II  
 MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
 EXPANSION AREA**

**TABLE 1: PRELIMINARY DEVELOPMENT PLAN - EXPANSION AREA**

<b>PRODUCT</b>	<b>PHASE 3A</b>	<b>PHASE 3B</b>	<b>PHASE 3C</b>	<b>PHASE 3D</b>	<b>PHASE 5</b>	<b>TOTAL</b>	
Townhome	60	0	38	24	168	290	Units
Single Family	131	252	148	169	176	876	Units
<b>TOTAL:</b>	<b>191</b>	<b>252</b>	<b>186</b>	<b>193</b>	<b>344</b>	<b>1166</b>	

Note: The 191 units in phase 3A are platted.



**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 2: TOTAL CIP COST DETAIL - EXPANSION AREA**

<b>COSTS</b>	<b>PHASE 3A</b>	<b>PHASE 3B</b>	<b>PHASE 3C</b>	<b>PHASE 3D</b>	<b>PHASE 5</b>	<b>TOTAL</b>
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
Roads and Drainage Infrastructure	\$2,544,535	\$2,664,971	\$2,881,070	\$2,717,660	\$2,000,000	\$12,808,236
Potable Water, Wastewater and Reuse Mains	\$2,893,953	\$2,757,634	\$2,952,651	\$2,933,579	\$3,000,000	\$14,537,817
Wastewater Lift Stations	\$664,295	\$0	\$0	\$0	\$500,000	\$1,164,295
Off-Site Water Main	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Wastewater Improvements	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Electrical and Lighting	\$800,443	\$800,443	\$800,443	\$800,443	\$750,000	\$3,951,772
Landscaping	\$411,000	\$411,000	\$411,000	\$411,000	\$500,000	\$2,144,000
Amenities	\$0	\$0	\$3,500,000	\$0	\$2,000,000	\$5,500,000
Design Fees	\$350,000	\$350,000	\$300,000	\$300,000	\$500,000	\$1,800,000
Inspection Fees	\$211,540	\$194,535	\$204,813	\$200,251	\$206,250	\$1,017,389
Platting of Public Projects and Field Monuments	\$150,000	\$125,000	\$125,000	\$125,000	\$150,000	\$675,000
Contingency	\$1,038,458	\$966,240	\$1,353,379	\$984,675	\$1,235,625	\$5,578,377
<b>Total Costs</b>	<b>\$11,423,037</b>	<b>\$10,628,636</b>	<b>\$14,887,169</b>	<b>\$10,831,421</b>	<b>\$13,591,875</b>	<b>\$61,362,138</b>

NOTE: Infrastructure cost estimates provided by the District's engineer. Only those costs associated with the Expansion Area are included above.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 3: TOTAL CIP COST ALLOCATION - EXPANSION AREA**

<u>DESCRIPTION</u>	<u>EAU</u>	<u>UNITS</u>	<u>TOTAL EAU'S</u>	<u>% OF EAU</u>	<u>TOTAL COSTS</u>	<u>PER UNIT COSTS</u>
Townhome	0.40	290	116.00	11.69%	\$7,175,411	\$24,743
Single Family	1.00	876	876.00	88.31%	\$54,186,727	\$61,857
		<b>1166</b>	<b>992.00</b>	<b>100.00%</b>	<b>\$61,362,138</b>	

NOTE: Infrastructure cost estimates provided by the District's engineer.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS**

Maximum Coupon Rate	7.00%
Maximum Annual Debt Service ("MADS")	\$6,564,971

**SOURCES:**

<b>MAXIMUM PRINCIPAL AMOUNT</b>	<b><u>\$81,465,000</u></b> (1)
Total Net Proceeds	\$81,465,000

**USES:**

Construction Account	(\$61,362,138)
Debt Service Reserve Fund	(\$6,564,971)
Capitalized Interest (24 months)	(\$11,405,100)
Costs of Issuance	(\$500,000)
Underwriter's Discount	(\$1,629,300)
Rounding	<u>(\$3,491)</u>
Total Uses	(\$81,465,000)

(1) The District is not obligated to issue this amount of bonds.

**TABLE 5: FINANCING INFORMATION MAXIMUM ASSESSMENTS**

Maximum Interest Rate	7.00%
<b>Aggregate Initial Principal Amount</b>	<b>\$81,465,000</b>
Aggregate Annual Installment	6,564,971 (1)
Estimated County Collection Costs	2.00% 139,680 (2)
Maximum Early Payment Discounts	4.00% 279,360 (2)
Estimated Total Annual Installment	<u><u>6,984,012</u></u>

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

**TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS <sup>(1)</sup>**

<b>PRODUCT</b>	<b>UNITS</b>	<b>EAU</b>	<b>PRODUCT TOTAL PRINCIPAL <sup>(2)</sup></b>	<b>PER UNIT PRINCIPAL</b>	<b>PRODUCT ANNUAL INSTLMT. <sup>(2)(3)</sup></b>	<b>PER UNIT INSTLMT. <sup>(3)</sup></b>
Townhome	290	0.40	\$9,526,149	\$32,849	\$816,679	\$2,816
Single Family	876	1.00	\$71,938,851	\$82,122	\$6,167,333	\$7,040
<b>TOTAL</b>	<b><u>1,166</u></b>		<b><u>81,465,000</u></b>		<b><u>6,984,012</u></b>	

(1) Represents maximum assessments based on allocation of the maximum bonds for the Expansion Area. Actual collected amounts expected to be lower.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Osceola County collection costs/payment discounts, which may fluctuate.

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA**

<b>MASTER ASSESSMENT LIEN ROLL</b>				
<b>PARCEL ID</b>	<b>PHASE</b>	<b>PRODUCT</b>	<b>MAXIMUM PRINCIPAL PER UNIT/PARCEL</b>	<b>MAXIMUM ANNUAL ASSESSMENT PER UNIT/PARCEL <sup>(1)</sup></b>
012629364100013300	3A	Single Family	\$82,122	\$7,040
012629364100013400	3A	Single Family	\$82,122	\$7,040
012629364100013410	3A	Single Family	\$82,122	\$7,040
012629364100013420	3A	Single Family	\$82,122	\$7,040
012629364100013430	3A	Single Family	\$82,122	\$7,040
012629364100013440	3A	Single Family	\$82,122	\$7,040
012629364100013450	3A	Single Family	\$82,122	\$7,040
012629364100013460	3A	Single Family	\$82,122	\$7,040
012629364100013470	3A	Single Family	\$82,122	\$7,040
012629364100013480	3A	Single Family	\$82,122	\$7,040
012629364100013490	3A	Single Family	\$82,122	\$7,040
012629364100013500	3A	Single Family	\$82,122	\$7,040
012629364100013510	3A	Single Family	\$82,122	\$7,040
012629364100013520	3A	Single Family	\$82,122	\$7,040
012629364100016050	3A	Single Family	\$82,122	\$7,040
012629364100016060	3A	Single Family	\$82,122	\$7,040
012629364100016070	3A	Single Family	\$82,122	\$7,040
012629364100016080	3A	Single Family	\$82,122	\$7,040
012629364100016090	3A	Single Family	\$82,122	\$7,040
012629364100016100	3A	Single Family	\$82,122	\$7,040
012629364100016110	3A	Single Family	\$82,122	\$7,040
012629364100016120	3A	Single Family	\$82,122	\$7,040
012629364100016130	3A	Single Family	\$82,122	\$7,040
012629364100016140	3A	Single Family	\$82,122	\$7,040
012629364100016150	3A	Single Family	\$82,122	\$7,040
012629364100016160	3A	Single Family	\$82,122	\$7,040
012629364100016170	3A	Single Family	\$82,122	\$7,040
012629364100016180	3A	Single Family	\$82,122	\$7,040
012629364100016190	3A	Single Family	\$82,122	\$7,040
012629364100016200	3A	Single Family	\$82,122	\$7,040
012629364100016210	3A	Single Family	\$82,122	\$7,040
012629364100016220	3A	Single Family	\$82,122	\$7,040
012629364100016230	3A	Single Family	\$82,122	\$7,040
012629364100016240	3A	Single Family	\$82,122	\$7,040
012629364100016250	3A	Single Family	\$82,122	\$7,040
012629364100016260	3A	Single Family	\$82,122	\$7,040
012629364100016270	3A	Single Family	\$82,122	\$7,040
012629364100016280	3A	Single Family	\$82,122	\$7,040
012629364100016290	3A	Single Family	\$82,122	\$7,040
012629364100016300	3A	Single Family	\$82,122	\$7,040
012629364100016310	3A	Single Family	\$82,122	\$7,040
012629364100016320	3A	Single Family	\$82,122	\$7,040
012629364100016330	3A	Single Family	\$82,122	\$7,040



012629364100016340	3A	Single Family	\$82,122	\$7,040
012629364100016350	3A	Single Family	\$82,122	\$7,040
012629364100016360	3A	Single Family	\$82,122	\$7,040
012629364100016370	3A	Single Family	\$82,122	\$7,040
012629364100016380	3A	Single Family	\$82,122	\$7,040
012629364100016390	3A	Single Family	\$82,122	\$7,040
012629364100016400	3A	Single Family	\$82,122	\$7,040
012629364100016410	3A	Single Family	\$82,122	\$7,040
012629364100016420	3A	Single Family	\$82,122	\$7,040
012629364100016430	3A	Single Family	\$82,122	\$7,040
012629364100016440	3A	Single Family	\$82,122	\$7,040
012629364100016450	3A	Single Family	\$82,122	\$7,040
012629364100016460	3A	Single Family	\$82,122	\$7,040
012629364100016470	3A	Single Family	\$82,122	\$7,040
012629364100016480	3A	Single Family	\$82,122	\$7,040
012629364100016490	3A	Single Family	\$82,122	\$7,040
012629364100016500	3A	Single Family	\$82,122	\$7,040
012629364100016510	3A	Single Family	\$82,122	\$7,040
012629364100016520	3A	Single Family	\$82,122	\$7,040
012629364100016530	3A	Single Family	\$82,122	\$7,040
012629364100016540	3A	Single Family	\$82,122	\$7,040
012629364100016550	3A	Single Family	\$82,122	\$7,040
012629364100016560	3A	Single Family	\$82,122	\$7,040
012629364100016570	3A	Single Family	\$82,122	\$7,040
012629364100016580	3A	Single Family	\$82,122	\$7,040
012629364100016590	3A	Single Family	\$82,122	\$7,040
012629364100016600	3A	Single Family	\$82,122	\$7,040
012629364100016610	3A	Single Family	\$82,122	\$7,040
012629364100016620	3A	Single Family	\$82,122	\$7,040
012629364100016630	3A	Single Family	\$82,122	\$7,040
012629364100016640	3A	Single Family	\$82,122	\$7,040
012629364100016650	3A	Single Family	\$82,122	\$7,040
012629364100016660	3A	Single Family	\$82,122	\$7,040
012629364100016670	3A	Single Family	\$82,122	\$7,040
012629364100016680	3A	Single Family	\$82,122	\$7,040
012629364100016690	3A	Single Family	\$82,122	\$7,040
012629364100016700	3A	Single Family	\$82,122	\$7,040
012629364100016710	3A	Townhome	\$32,849	\$2,816
012629364100016720	3A	Townhome	\$32,849	\$2,816
012629364100016730	3A	Townhome	\$32,849	\$2,816
012629364100016740	3A	Townhome	\$32,849	\$2,816
012629364100016750	3A	Townhome	\$32,849	\$2,816
012629364100016760	3A	Townhome	\$32,849	\$2,816
012629364100016770	3A	Townhome	\$32,849	\$2,816
012629364100016780	3A	Townhome	\$32,849	\$2,816
012629364100016790	3A	Single Family	\$82,122	\$7,040
012629364100016800	3A	Single Family	\$82,122	\$7,040
012629364100016810	3A	Single Family	\$82,122	\$7,040
012629364100016820	3A	Single Family	\$82,122	\$7,040
012629364100016830	3A	Single Family	\$82,122	\$7,040
012629364100016840	3A	Single Family	\$82,122	\$7,040
012629364100016850	3A	Single Family	\$82,122	\$7,040
012629364100016860	3A	Single Family	\$82,122	\$7,040



012629364100016870	3A	Single Family	\$82,122	\$7,040
012629364100016880	3A	Single Family	\$82,122	\$7,040
012629364100016890	3A	Single Family	\$82,122	\$7,040
012629364100016900	3A	Single Family	\$82,122	\$7,040
012629364100016910	3A	Single Family	\$82,122	\$7,040
012629364100016920	3A	Single Family	\$82,122	\$7,040
012629364100016930	3A	Single Family	\$82,122	\$7,040
012629364100016940	3A	Single Family	\$82,122	\$7,040
012629364100016950	3A	Single Family	\$82,122	\$7,040
012629364100016960	3A	Single Family	\$82,122	\$7,040
012629364100016970	3A	Single Family	\$82,122	\$7,040
012629364100016980	3A	Single Family	\$82,122	\$7,040
012629364100016990	3A	Single Family	\$82,122	\$7,040
012629364100017000	3A	Single Family	\$82,122	\$7,040
012629364100017010	3A	Townhome	\$32,849	\$2,816
012629364100017020	3A	Townhome	\$32,849	\$2,816
012629364100017030	3A	Townhome	\$32,849	\$2,816
012629364100017040	3A	Townhome	\$32,849	\$2,816
012629364100017050	3A	Townhome	\$32,849	\$2,816
012629364100017060	3A	Townhome	\$32,849	\$2,816
012629364100017070	3A	Townhome	\$32,849	\$2,816
012629364100017080	3A	Townhome	\$32,849	\$2,816
012629364100017090	3A	Townhome	\$32,849	\$2,816
012629364100017100	3A	Townhome	\$32,849	\$2,816
012629364100017110	3A	Townhome	\$32,849	\$2,816
012629364100017120	3A	Townhome	\$32,849	\$2,816
012629364100017130	3A	Townhome	\$32,849	\$2,816
012629364100017140	3A	Townhome	\$32,849	\$2,816
012629364100017150	3A	Townhome	\$32,849	\$2,816
012629364100017160	3A	Townhome	\$32,849	\$2,816
012629364100017170	3A	Townhome	\$32,849	\$2,816
012629364100017180	3A	Townhome	\$32,849	\$2,816
012629364100017190	3A	Townhome	\$32,849	\$2,816
012629364100017200	3A	Townhome	\$32,849	\$2,816
012629364100017210	3A	Townhome	\$32,849	\$2,816
012629364100017220	3A	Townhome	\$32,849	\$2,816
012629364100017230	3A	Townhome	\$32,849	\$2,816
012629364100017240	3A	Townhome	\$32,849	\$2,816
012629364100017250	3A	Townhome	\$32,849	\$2,816
012629364100017260	3A	Townhome	\$32,849	\$2,816
012629364100017270	3A	Townhome	\$32,849	\$2,816
012629364100017280	3A	Townhome	\$32,849	\$2,816
012629364100017290	3A	Townhome	\$32,849	\$2,816
012629364100017300	3A	Townhome	\$32,849	\$2,816
012629364100017310	3A	Townhome	\$32,849	\$2,816
012629364100017320	3A	Townhome	\$32,849	\$2,816
012629364100017330	3A	Townhome	\$32,849	\$2,816
012629364100017340	3A	Townhome	\$32,849	\$2,816
012629364100017350	3A	Townhome	\$32,849	\$2,816
012629364100017360	3A	Townhome	\$32,849	\$2,816
012629364100017370	3A	Townhome	\$32,849	\$2,816
012629364100017380	3A	Townhome	\$32,849	\$2,816
012629364100017390	3A	Townhome	\$32,849	\$2,816



012629364100017400	3A	Townhome	\$32,849	\$2,816
012629364100017410	3A	Townhome	\$32,849	\$2,816
012629364100017420	3A	Townhome	\$32,849	\$2,816
012629364100017430	3A	Townhome	\$32,849	\$2,816
012629364100017440	3A	Townhome	\$32,849	\$2,816
012629364100017450	3A	Townhome	\$32,849	\$2,816
012629364100017460	3A	Townhome	\$32,849	\$2,816
012629364100017470	3A	Townhome	\$32,849	\$2,816
012629364100017480	3A	Townhome	\$32,849	\$2,816
012629364100017490	3A	Townhome	\$32,849	\$2,816
012629364100017500	3A	Townhome	\$32,849	\$2,816
012629364100017510	3A	Townhome	\$32,849	\$2,816
012629364100017520	3A	Townhome	\$32,849	\$2,816
012629364100017530	3A	Single Family	\$82,122	\$7,040
012629364100017540	3A	Single Family	\$82,122	\$7,040
012629364100017550	3A	Single Family	\$82,122	\$7,040
012629364100017560	3A	Single Family	\$82,122	\$7,040
012629364100017570	3A	Single Family	\$82,122	\$7,040
012629364100017580	3A	Single Family	\$82,122	\$7,040
012629364100017590	3A	Single Family	\$82,122	\$7,040
012629364100017600	3A	Single Family	\$82,122	\$7,040
012629364100017610	3A	Single Family	\$82,122	\$7,040
012629364100017620	3A	Single Family	\$82,122	\$7,040
012629364100017630	3A	Single Family	\$82,122	\$7,040
012629364100017640	3A	Single Family	\$82,122	\$7,040
012629364100017650	3A	Single Family	\$82,122	\$7,040
012629364100017660	3A	Single Family	\$82,122	\$7,040
012629364100017670	3A	Single Family	\$82,122	\$7,040
012629364100017680	3A	Single Family	\$82,122	\$7,040
012629364100017690	3A	Single Family	\$82,122	\$7,040
012629364100017700	3A	Single Family	\$82,122	\$7,040
012629364100017710	3A	Single Family	\$82,122	\$7,040
012629364100017720	3A	Single Family	\$82,122	\$7,040
012629364100017730	3A	Single Family	\$82,122	\$7,040
012629364100017740	3A	Single Family	\$82,122	\$7,040
012629364100017750	3A	Single Family	\$82,122	\$7,040
012629364100017760	3A	Single Family	\$82,122	\$7,040
012629364100017770	3A	Single Family	\$82,122	\$7,040
012629364100017780	3A	Single Family	\$82,122	\$7,040
012629364100017790	3A	Single Family	\$82,122	\$7,040
012629364100017800	3A	Single Family	\$82,122	\$7,040
012629364100017810	3A	Single Family	\$82,122	\$7,040
UNPLATTED <sup>(2)</sup>	3B-3D, 5	331.079 Acres	\$68,736,094	\$5,892,760
<b>TOTAL</b>			<b>\$81,465,000</b>	<b>\$6,984,012</b>

**Amounts per unplatted acre:**

**\$207,612**

**\$17,799**

<sup>(1)</sup> Includes estimated Osceola County collection costs and discounts.

<sup>(2)</sup> Please see legal description attached for the Expansion Area, less Phase 3A.





TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT II  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT  
EXPANSION AREA  
MASTER ASSESSMENT LIEN ROLL  
LEGAL DESCRIPTION OF EXPANSION AREA'S UNPLATTED PARCELS  
(PHASES 3C, 3B, 3D, 5, Conservation Area #1, & Conservation Area #2)

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.

TOGETHER WITH

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.

TOGETHER WITH THOSE LANDS DESCRIBED IN ATTACHMENT B-1 (CONSERVATION EASEMENT #1) AND ATTACHMENT B-2 (CONSERVATION EASEMENT #2).

ALL OF THE FOREGOING LESS AND EXCEPT THE FOLLOWING:

**LOTS 339 THROUGH 352, INCLUSIVE, AND LOTS 605 THROUGH 781, INCLUSIVE, KINDRED PHASE 3A**, according to the plat thereof as recorded in Plat Book 32, Pages 180 through 185, inclusive, of the Public Records of Osceola County, Florida.

COLLECTIVELY CONTAINING: 331.08 ACRES MORE OR LESS

# 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 A13	

**JOHNSTON'S  
SURVEYING INC**

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

DocuSigned by:

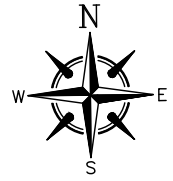
11/22/2022

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

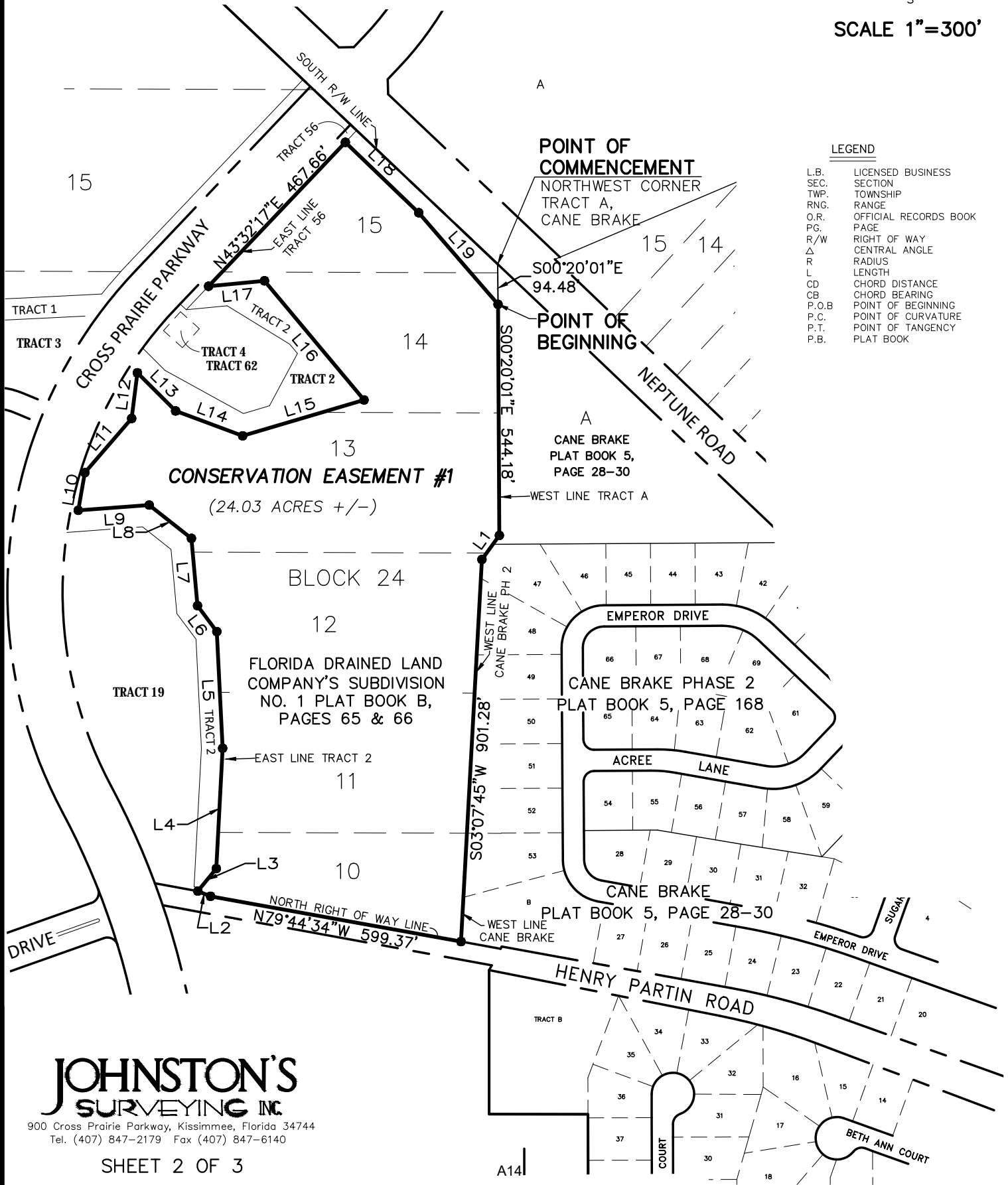
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

# 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

# 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 A16	

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

# SKETCH OF DESCRIPTION CONSERVATION EASEMENT #2

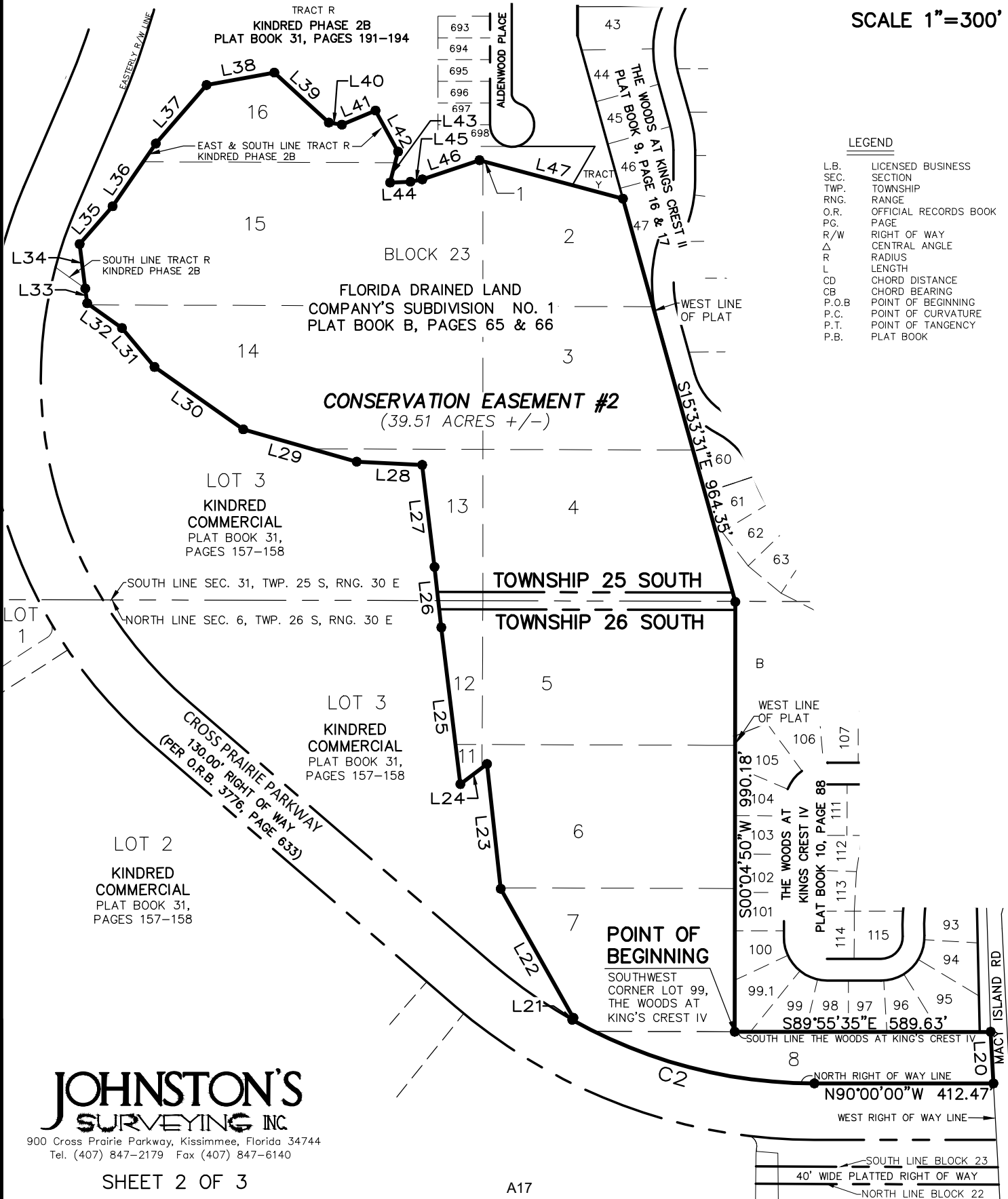
SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR LINE TABLE



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
- ∠ 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
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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

## **Tab 12**

**RESOLUTION 2023-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*, AS A RESULT OF EXPANSION OF THE DISTRICT'S BOUNDARIES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") previously adopted Resolution 2020-22 and 2020-37 authorizing the use of the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "**Uniform Method**"), over certain lands within the District as described therein; and

**WHEREAS**, in January 2023, the external boundaries of the District were expanded in order to include additional parcels of land known as Phases 3 and 5 (the "**Expansion Area**"); and

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

**WHEREAS**, the District desires to use the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments for the Expansion Area.

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

**SECTION 1.** A Public Hearing will be held to adopt the Uniform Method on \_\_\_\_\_, 2023 at \_\_\_\_\_.m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors