



Rizzetta & Company

Town of Kindred Community Development District II

**Board of Supervisors' Meeting
August 10, 2023**

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

www.townofkindredcdd2.org

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II**

1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741

Board of Supervisors	John Valantasis Louis Avelli Anthony Benetez Matthew Stolz VACANT	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Supervisor
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Michelle Rigoni Jere Earlywine	Kutak Rock LLP Kutak Rock LLP
District Engineer	Xabier Guerricagoitia	Boyd Civil Engineering

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

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

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

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

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

www.townofkindredcdd2.org

August 03, 2023

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Town of Kindred Community Development District II will be held on **Thursday, August 10, 2023, at 10:00 a.m.** at the **Osceola County Courthouse**, located at **1 Courthouse Square, Suite 4700, (BCC TOHO Conference Room), Kissimmee, Florida 34741**. The following is the tentative agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on June 08, 2023 Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for the Months of May and June 2023 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Series 2023 Bond Related Documents
 1. MBS Capital Markets IB Agreement Tab 3
 2. Assessment Methodology Report Tab 4
 3. Collateral Assignment Agreement Tab 5
 4. Completion Agreement Tab 6
 5. Declaration of Consent Tab 7
 6. Disclosure of Public Finance..... Tab 8
 7. Notice of Special Assessments..... Tab 9
 8. Consideration of Resolution 2023-22, Bond Delegation Tab 10
 - a. Third Supplemental Indenture
 - b. Bond Purchase Agreement
 - c. Preliminary Limited Offering Memorandum
 - d. Continuing Disclosure Agreement
 - B. Public Hearing to Consider the Adoption of the Fiscal Year 2023/2024 Budget
 1. Presentation of the Proposed Final Budget for Fiscal Year 2023/2024 Tab 11
 2. Consideration of Resolution 2023-17, Relating to the Annual Appropriations and Adopting the Budgets for Fiscal Year 2023/204 Tab 12
 - C. Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments
 1. Consideration of Resolution 2023-18, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024 Tab 13

- D. Consideration of Addendum to Rizzetta & Company, Management Contract..... Tab 14
 - E. Public Hearing Regarding Intent to use the Uniform Method of Collection of Non-Ad Valorem Special Assessments
 - F. Consideration of the Audit for Fiscal Year End September 30, 2022 as Prepared by Berger, Toombs, Elam, Gaines & Frank..... Tab 15
 - G. Consideration of Resolution 2023-19, Re-Designating a Secretary of the District Tab 16
 - H. Consideration of Resolution 2023-20, Re-Designating an Assistant Secretary of the District..... Tab 17
 - I. Consideration of Resolution 2023-21, Adopting a Meeting Schedule for Fiscal Year 2023/2024..... Tab 18
 - J. Consideration of Landscaping Proposals Tab 19
 - 1. Remembrance Park Maintenance – Greenbriar
 - 2. Remembrance Park Maintenance – United Land Services
 - 3. Remembrance Park - Sunscape Landscape Management Services
- 5. STAFF REPORTS**
- A. District Counsel
 - B. District Engineer
 - C. District Manager Tab 20
 - 1. Presentation of Registered Voter Count Tab 21
- 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,
Brian Mendes
Brian Mendes
District Manager

cc: Michelle Rigoni, Kutak Rock LLP
Jere Earlywine, 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 regular meeting of the Board of Supervisors of the **Town of Kindred Community Development District II** was held on **Thursday, June 8, 2023, 2023, at 10:00 a.m.** at the **Osceola County Courthouse, located at 1 Courthouse Square, Kissimmee, Florida 34741.**

Present and constituting a quorum:

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

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company, Inc.
Brian Mendez	District Manager, Rizzetta & Company, Inc.
Michelle Rigoni	District Counsel, Kutak Rock LLP <i>(via phone)</i>

Audience

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Brizendine called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS **Audience Comments on the Agenda Items**

Jennifer Sanchez reviewed the proposal for holiday lighting with the Board.

THIRD ORDER OF BUSINESS **Ratification of Operation and Maintenance Expenditures for April 2023**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for April 2023 (\$75,008.58), for the Town of Kindred Community Development District II.

42 **FOURTH ORDER OF BUSINESS**

**Consideration of Revised Minutes of Board
of Supervisors' Meeting Held on February 9,
2023**

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46 Mr. Brizendine provided an update on the revisions made to the minutes by District
47 Management and District Counsel, explaining that most of them related to the rebuttal.
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On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on February 9, 2023, as amended, for the Town of Kindred Community Development District II.

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50 **FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of Board of
Supervisors' Meeting Held on April 13, 2023**

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On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on April 13, 2023, for the Town of Kindred Community Development District II.

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54 **FIFTH ORDER OF BUSINESS**

**Presentation of Proposed Budget for FY
2023/2024**

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57 Mr. Brizendine presented the FY 2023/2024 proposed budget. He led discussions
58 regarding the need to consider additional landscape maintenance costs for phase 3 and costs
59 for phase 3 amenities that will be needed as phase 3 becomes active. The Board decided to
60 add \$100,000 to the miscellaneous contingency line item to cover these costs and asked
61 Management to ensure that Cross Prairie Parkway is included in the landscaping contract.
62

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved increasing the FY 2023/2024 proposed budget by \$100,000 to account for unforeseen additional Phase 3 expenses, for the Town of Kindred Community Development District II.

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64 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-15,
Approving the FY 2023/2024 Proposed
Budget and Setting a Public Hearing
Thereon**

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69 Mr. Brizendine stated that the August 10th meeting falls after the mandatory 60-day period
70 between approving a proposed budget and holding a public hearing on the final budget.
71
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On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved Resolution 2023-15 approving the Fiscal Year 2023/2024 proposed budget totaling \$1,058,458 and setting the public hearing for August 10, 2023, at 10:00 a.m. at the Osceola County Courthouse, located at 1 Courthouse Square, Kissimmee, Florida 34741, for the Town of Kindred Community Development District II.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-16, Amending Resolution 2023-14, resetting the Date, Time, and Location of the Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Special Assessments

Mr. Brizendine explained that the ad for today's public hearing did not run, so he would like to reschedule it for August 10, 2023. He noted that this is for the expansion area and the Property Appraiser is aware of the situation and agreed to add the land to the roll already.

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved Resolution 2023-16 amending Resolution 2023-14 resetting the public hearing to August 10, 2023, at 10:00 a.m. at the Osceola County Courthouse, located at 1 Courthouse Square, Kissimmee, Florida 34741, for the Town of Kindred Community Development District II.

EIGHTH ORDER OF BUSINESS

Consideration of Agreement Between Town of Kindred CDD II and DR Horton, Inc.

Mr. Brizendine presented the Collection Agreement between the District and DR Horton, Inc. for FY 2023/2024. He stated that the agreement calls for 50% to be paid on December 1, 2023, and 25% to be collected on February 1, 2024, and 25% on May 1, 2024.

On Motion by Mr. Stolz, seconded by Mr. Benitez, with all in favor, the Board of Supervisors approved the Direct Collection Agreement for FY 2023/2024, as discussed, for the Town of Kindred Community Development District II.

NINTH ORDER OF BUSINESS

Review and Acceptance of the Audit for Fiscal Year End 2022

Mr. Brizendine stated that it was an unqualified opinion with no findings.

On Motion by Mr. Valantasis seconded by Mr. Stolz, with all in favor, the Board of Supervisors accepted the Financial Audit for Fiscal Year 2022 and authorized Management to file it with the appropriate governmental agencies, for the Town of Kindred Community Development District II.

TENTH ORDER OF BUSINESS

Consideration of Nelson's Christmas Light Proposal

Mr. Brizendine reviewed the proposal from Nelson's Christmas lights, noting that the cost will be \$1,530 after removing taxes and includes an option of \$920 for each additional year. He stated that there will be an additional cost for the installation of outlets of approximately \$1,500.

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors approved the proposal from Nelson's Christmas Lights in the amount \$1,530 (\$920 for each future year), for the Town of Kindred Community Development District II.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No Report.

B. District Engineer
Not Present.

C. District Manager
Mr. Brizendine stated that the next meeting of the Board of Supervisors has been scheduled to be held on August 10, 2023, at 10:00 a.m.

TWELFTH ORDER OF BUSINESS

Supervisor Requests & Audience Comments

There were no Supervisors requests put forward.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors adjourned the meeting at 10:35 a.m., for the Town of Kindred Community Development District II.

Assistant Secretary

Chairman/Vice Chairman

Tab 2

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.TOWNOFKINDREDCDD2.ORG

Operation and Maintenance Expenditures May 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$84,549.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amazon Capital Services, Inc.	100130	19LY-MW1K-HNKN	Janitorial Supplies 04/23	\$ 598.49
Amazon Capital Services, Inc.	100130	1H9J-YY3R-3DQ6	Janitorial Supplies 09/22	\$ 280.76
Amazon Capital Services, Inc.	100130	1NX1-CW3F-7GTG	Janitorial Supplies 02/23	\$ 195.94
Aquatic Weed Management, Inc	100124	15923	Pond Maintenance 04/23	\$ 700.00
Boyd Civil Engineering, Inc.	100125	3684	Engineering Services 04/23	\$ 161.25
Dallos Services, Inc.	100132	4106	Janitorial Services 05/13/23 - 05/19/23	\$ 366.00
Dallos Services, Inc.	100132	4113	Janitorial Services 05/13/23 - 05/19/23	\$ 184.00
Florida Department of Health in Osceola County	100127	Permit #59-60-2242563	Permit #59-60-2242563 Swimming Pool Permit 05/23	\$ 325.00
Greenbriar Landscaping, Inc,	100120	14428	Landscape Maintenance 02/23	\$ 11,295.00
Greenbriar Landscaping, Inc,	100122	14446	Landscape Maintenance 02/23	\$ 6,159.00
Greenbriar Landscaping, Inc,	100122	14447	Landscape Maintenance 02/23	\$ 8,855.00
Greenbriar Landscaping, Inc,	100122	14448	Landscape Maintenance 02/23	\$ 23,350.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hidden Eyes, LLC	100119	726995	Security Monitoring & Maintenance 05/23	\$ 1,064.23
IPFS Corporation	100123	GAA-D21552 Payment 7 of 11-05/23	GAA-D21552 Payment 7 of 11-05/23	\$ 2,546.63
IPFS Corporation	100129	GAA-D21552 Payment 8 of 11-06/23	GAA-D21552 Payment 8 of 11-06/23	\$ 2,546.63
Kindred Master Homeowners Association, Inc.	100131	125	Payroll 03/23	\$ 531.14
Kindred Master Homeowners Association, Inc.	100131	127	Payroll 04/23	\$ 531.14
Kindred Master Homeowners Association, Inc.	100131	129	Payroll 05/23	\$ 531.14
Kissimmee Utility Authority	EFT	Monthly Summary 04/23 Autopay 552	Electric Services 04/23	\$ 6,729.61
Kutak Rock, LLP	100121	3209769	Legal Services 03/23	\$ 1,260.19

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100118	INV0000079687	District Management Fees 05/23	\$ 3,950.00
Spectrum	EFT	80745042123	Cable & Internet Services 04/23	\$ 107.96
SunScape Landscape Management Services, Inc.	100126	11392	Landscape Services 05/23	\$ 957.00
SunScape Landscape Management Services, Inc.	100133	11392-May Monthly Summary 03/23	Landscape Maintenance 05/23	\$ 957.00
Toho Water Authority	EFT	Autopay 552	Water-Sewer Services 03/23	\$ 6,527.30
United Land Services	100128	26764	Plant Replacement 05/23	\$ 1,557.50
United Land Services	100128	26767	Plant Replacement 05/23	\$ 621.00
United Land Services	100134	28847	Replace Plants 05/23	\$ 1,395.00
Waste Connections of Florida	EFT	1448859W460 05/23 Autopay 552	Waste Disposal Services 05/23	<u>\$ 265.65</u>
Report Total				<u>\$ 84,549.56</u>

For customer support, visit www.amazon.com/contact-us.**Invoice summary***Payment due by May 01, 2023*

Item subtotal before tax	\$ 598.49
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 598.49
Tax	\$ 0.00

Amount due \$ 598.49 USD**Pay by**

Electronic funds transfer (EFT/ACH/Wire)**Check**

Account name	Amazon Capital Services, Inc.	Amazon Capital Services
Bank name	Wells Fargo Bank	PO Box 035184
ACH routing # (ABA)	121000248	Seattle, WA 98124-5184
Bank account # (DDA)	41630410767903076	
SWIFT code (wire transfer)	WFBIUS6S	

Account # A13XYXAAPUK835**Payment terms** Net 30**Purchase date** 30-Mar-2023**Purchased by** Paul Almonte**Department** Phase 1**Registered business name**

Town of Kindred HOA

Bill to

Town of Kindred CDD PHASE 2
3434 colwell ave
Tampa, FL 33614

Ship to

TOWN OF KINDRED CDD 2
1450 DIAMOND LOOP DRIVE
KISSIMMEE, FL 34744

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 HDX 55 Gallon Clear Heavy-Duty Flap Tie Drum Liner Trash Bags (40-Count)	3	\$31.21	\$93.63	0.000%
ASIN: B07ZPQV7FJ Sold by: HYD LLC				
Order # 112-4279887-0890604				

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Dog Poop Bags Bulk - Dog Waste Station Bags Refills (40 Boxed Rolls, 8000 Bags) - Best Value, 1 Premium Doggie Poop Bags - 100% Leak-Proof, Strong & T ASIN: B09NB9FQQ9 Sold by: Barks Tech LLC Order # 112-8907909-9272236	1	\$199.97	\$199.97	0.000%
3 O-Cedar EasyWring Spin Mop Microfiber Refill (Pack of 4) ASIN: B0143GZ1LE Sold by: Amazon.com Services LLC Order # 112-8907909-9272236	1	\$32.69	\$32.69	0.000%
4 Aluf Plastics Tall Kitchen 13 Gallon Drawstring Trash Bags 0.9 MIL - (Bulk 200 Count) - 24" x 27" - Wholesale, Commercial Garbage Bags ASIN: B017NH9W7Y Sold by: Amazon.com Services LLC Order # 112-8907909-9272236	1	\$29.80	\$29.80	0.000%
5 Softsoap® Liquid Soap, 1 Gallon ASIN: B00E3VYV1G Sold by: Selling Supplies LLC Order # 112-8907909-9272236	1	\$32.75	\$32.75	0.000%
6 Diversey-CBD540557 Virex All Purpose Disinfectant Cleaner - Kills 99.9% of Germs and Eliminates Odors - 1 Gallon (2 Pack) ASIN: B077S4YYGM Sold by: Amazon.com Services LLC Order # 112-8907909-9272236	2	\$31.85	\$63.70	0.000%

Description	Qty	Unit price	Item subtotal before tax	Tax
7 Zogics Wellness Center Cleaning Wipes - Gym Wipes for Cleaning Surfaces and Equipment, Durable and Safe Pre-Saturated Wet Wipes (4,600 Count, 4 Rolls of 1150 Wipes)	1	\$145.95	\$145.95	0.000%
ASIN: B00YCYF564 Sold by: Zogics, LLC Order # 112-8843745-1135442				
			Total before tax	\$598.49
			Tax	\$0.00
			Amount due	\$598.49

FAQs**How is tax calculated?**Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190**How are digital products and services taxed?**Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

For customer support, visit www.amazon.com/contact-us.**Invoice summary***Payment due by October 14, 2022*

Item subtotal before tax	\$ 280.76
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 280.76
Tax	\$ 0.00

Amount due **\$ 280.76 USD****Pay by****RECEIVED**
05/16/23**Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410767903076
SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Account # A13XYXAAPUK835**Payment terms** Net 30**Purchase date** 12-Sep-2022**Purchased by** Paul Almonte**Department** Phase 2**Registered business name**

Town of Kindred HOA

Bill to

Town of Kindred CDD PHASE 2
 3434 colwell ave
 Tampa, FL 33614

Ship to

Ashley Sorto
 15931 GREEN COVE BLVD
 CLERMONT, FL 34714-7222

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 HDX 55 Gallon Clear Heavy-Duty Flap Tie Drum Liner Trash Bags (40-Count)	1	\$28.43	\$28.43	0.000%
ASIN: B07ZPQV7FJ Sold by: FCF INTERNET VENTURES				
Order # 111-5954264-8467436				

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Sprayway 443331 Ammonia Free Glass Cleaner, 19 Oz. (4-Pack) (Packaging May Vary) (4 Case(19 Oz)) ASIN: B07J22J33Q Sold by: Nutrisub, LLC Order # 111-2549042-8230647	1	\$19.49	\$19.49	0.000%
3 Zogics Wellness Center Cleaning Wipes - Gym Wipes for Cleaning Surfaces and Equipment, Durable and Safe Pre-Saturated Wet Wipes (4,600 Count, 4 Rolls) ASIN: B00YCYF564 Sold by: Zogics, LLC Order # 111-2164902-8647403	1	\$145.95	\$145.95	0.000%
4 GLOVEWORKS Black Disposable Nitrile Industrial Gloves, 5 Mil, Latex & Powder-Free, Food-Safe, Textured, Large, Box of 100 ASIN: B004BR8KB4 Sold by: J and B Tool Sales Order # 111-2164902-8647403	1	\$19.99	\$19.99	0.000%
5 Reli. Tall Kitchen Drawstring Trash Bags 13 Gallon 500 Count Bulk Kitchen Garbage Bags White 13 Gallon - 16 Gallon Capacity ASIN: B07YMRN29C Sold by: RL Co LLC Order # 111-2164902-8647403	1	\$49.95	\$49.95	0.000%
6 Grabber Reacher Tool,FitPlus Premium Grabber Tool 32 Inch, 2 Year Warranty Strong Magnet Grabber Reacher for Elderly, Lightweight Extra Long Handy Tra ASIN: B07T4KB7BB Sold by: beyond the cloud Order # 111-2164902-8647403	1	\$16.95	\$16.95	0.000%

Total before tax	\$280.76
Tax	\$0.00
Amount due	\$280.76

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodetid=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodetid=202074670

For customer support, visit www.amazon.com/contact-us.**Invoice summary***Payment due by March 19, 2023*

Item subtotal before tax	\$ 195.94
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 195.94
Tax	\$ 0.00

Amount due **\$ 195.94 USD****Pay by****RECEIVED**
05/16/23**Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410767903076
SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Account # A13XYXAAPUK835**Payment terms** Net 30**Purchase date** 15-Feb-2023**Purchased by** Paul Almonte**Department** Phase 1**Registered business name**

Town of Kindred HOA

Bill to

Town of Kindred CDD PHASE 2
 3434 colwell ave
 Tampa, FL 33614

Ship to

TOWN OF KINDRED CDD II
 1450 DIAMOND LOOP DRIVE
 KISSIMMEE, FL 34744

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Zogics Wellness Center Cleaning Wipes - Gym Wipes for Cleaning Surfaces and Equipment, Durable and Safe Pre-Saturated Wet Wipes (4,600 Count, 4 Rolls of 1150 Wipes)	1	\$145.95	\$145.95	0.000%
ASIN: B00YCYF564 Sold by: Zogics, LLC Order # 112-0700396-9500237				

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Cottonelle® Professional Standard Roll Bathroom Tissue (17713), 2-Ply, White, 60 Rolls / Case, 451 Sheets / Roll, 27,060 Sheets / Case	1	\$49.99	\$49.99	0.000%

ASIN: B0014C440U Sold by: Amazon.com Services LLC
Order # 112-8110540-6621807

Total before tax	\$195.94
Tax	\$0.00
Amount due	\$195.94

FAQs**How is tax calculated?**

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeld=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeld=202074670

INVOICE



Aquatic Weed Management, Inc.
PO Box 1259
Haines City, FL 33845

WATERWEED1@AOL.COM
+1 (863) 412-1919

Kindred 2

Bill to
Kindred 2
Town of Kindred CDD II
c/o Rizzetta & Company
3434 Caldwell Ave. Ste. 200
Tampa, FL 33614

Invoice details
Invoice no.: 15923
Invoice date: 04/28/2023
Terms: Net 15

	Product or service	Amount
1.	Kindred II Monthly pond herbicide maintenance on 1 pond. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.	1 unit × \$350.00 \$350.00
2.	Kindred II B Monthly pond herbicide maintenance on 3 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.	1 unit × \$350.00 \$350.00
Total		\$700.00

Note to customer

The month on the date of the invoice should correspond to the month treatments were made. Thank you!

RECEIVED
04/28/23



BOYD CIVIL ENGINEERING, INC.

6816 Hanging Moss Road
Orlando, Florida 32807, United States
Tel: 407-494-2693
Barbie@boydcivil.com
https://boydcivil.com

INVOICE

Town of Kindred II Community Development District c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

INVOICE DATE: 5/3/2023
INVOICE NO: 03684
BILLING THROUGH: 4/30/2023

1007.022 - Town of Kindred II Community Development District

Managed By: Xabier Guerricagoitia,P.E.

1007.022.A - PROFESSIONAL SERVICES

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
Director of Engineering:				
4/13/2023	Attend CDD MTG	0.75	\$215.000	\$161.25
		TOTAL SERVICES	0.75	\$161.25
		TOTAL (1007.022.A)	0.75	\$161.25

1007.022.B - REIMBURSABLE EXPENSES

\$0.00

SUBTOTAL \$161.25

AMOUNT DUE THIS INVOICE \$161.25

This invoice is due on 6/2/2023

RECEIVED
05/04/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4106

DATE 05/22/2023

DUE DATE 05/22/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 05/13/2023 to 05/19/2023	24	15.25	366.00

Work performed the week of 05/13/2023 to 05/19/2023

SUBTOTAL	366.00
TAX	0.00
TOTAL	366.00
BALANCE DUE	\$366.00

RECEIVED
05/23/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4113

DATE 05/22/2023

DUE DATE 05/22/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service:KINDRED CDD2 Groundskeeper Work performed the week of 05/13/2023 to 05/19/2023	8	23.00	184.00T

Work performed the week of 05/13/2023 to 05/19/2023

SUBTOTAL	184.00
TAX	0.00
TOTAL	184.00
BALANCE DUE	\$184.00

RECEIVED
05/23/23



Florida Department of Health
in Osceola County
Notification of Fees Due

RECEIVED
MAY 8 2023
49-BID-6498724

Permit Number
49-60-2242563

For: **Swimming Pools - Public Pool > 25000 Gallons**

Fee Amount: \$325.00
Previous Balance: \$0.00
Total Amount Due: \$325.00

Payment Due Date: 06/30/2023 or Upon Receipt

Notice: This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/30/2023).

Mail To: Rizzetta & Company
3434 Colwell Avenue
Tampa, FL 33614

Please verify all information below at www.myfloridaehpermit.com and make changes as necessary.

Account Information:

Name: Kindred Phase II Pool
Location: 1650 Southbury Drive
Kissimmee, FL 34744

Pool Volume: 103,980 gallons
Bathing Load: 140
Flow Rate: 700

Owner Information:

Name: Town of Kindred CDD II
Address: 1650 Southbury Drive
(Mailing) Kissimmee, FL 34744

Home Phone: (407) 915-3100 Work Phone: (407) 915-3100

Circle One: Visa MC Disc Amer Expr

Name on Card: _____

Account #: _____

Exp Date: ___/___ Security Code (CVV): _____

Card's Billing Address: _____

City: _____ State: _____ Zip: _____

I Authorize Florida Department of Health in Osceola County to charge my credit card account for the following:

Payment Amount: \$ _____ For: _____

Signature _____ Date _____

Please go online to pay fee at:
www.MyFloridaEHPermit.com

Permit Number: 49-60-2242563 Bid ID: 49-BID-6498724

Fee Amount: \$325.00

Payment Due Date: 06/30/2023

Florida Department of Health - Osceola County

1650 Southbury Drive
Kissimmee, FL 34744

[Please RETURN invoice with your payment]

Batch Billing ID:67048



PERMIT HOLDERS CAN NOW

pay invoices online!

The Florida Department of Health now offers a secure system for permit holders to pay invoices and print permits online!

- No sign-up cost.
- Save time. Paying a bill online is faster than mailing a check or hand delivering payment.
- Our safe and secure system will keep your information protected.
- Pay at your convenience. With our online system, you can pay with your credit card or e-check and don't have to worry about envelopes or stamps.

Pay this invoice online at www.myfloridaehpermit.com

NOTE: Payments made online will be assessed a small convenience fee. Visit the site for more information



Check for EMERGENCY

District Services Check – Special Delivery Instructions

District Code	
District Name	
Vendor Name	
Invoice Number(s)	
Check Amount	

Delivery Method

Vendor pickup at 3434 Colwell Suite #130 8:30AM-4:30PM – You must provide name of designated pickup person who will need to provide identification at pickup.

Pickup person (required)

Pickup signature

➤ *obtained at pickup*

Inter-office (usually delivered next day)

Office location (required)

Attention (required – Manager only)

UPS (United Parcel Service) - delivery address CANNOT be PO Box

Attention (required)

Phone # (required)

Next Day Air Saver (by EOB next business day)

Ground (deliveries within FL usually deliver by EOB next day but not guaranteed)

USPS (United States Postal Service)

First-Class (8-10 business days)

Certified (tracking with delivery confirmation)

Signature Required

Delivery Address (required if UPS or USPS selected)

Shipping Charges Code (if different than district code above)

➤ *500 should be charged if urgency was created by a Rizzetta employee error. Otherwise, the district should be charged.*

Requested by	
Submitted by	
Date	



Rizzetta & Company

Greenbriar Landscape
 14155 Tilden Rd
 Winter Garden, FL 34787

INVOICE

Date	Invoice #
3/10/2023	14428

Bill To
Kindred CDD 2

Ship To
Kindred CPP Maintenance

P.O. No.	Terms	Project
	Net 30	938 Kindred CPP Ex...

Description	Qty	Rate	Amount
Grounds Maintenance for 2/24/23			
Manager Hours - 1 @ 4 Hrs each	4	85.00	340.00
Supervisor Hours - 2 @ 8 Hrs each	16	65.00	1,040.00
Laborer Hours - 12 @ 8 Hrs each	96	45.00	4,320.00
Grounds Maintenance for 3/6/23 - Tree Fertilization & Trimming			
Foreman Hours - @ 1 @ 6 Hrs each	6	65.00	390.00
Laborer Hours - 4 @ 6 Hrs each	24	45.00	1,080.00
13-5-11 Fertilizer (Bags)	8	75.00	600.00
Grounds Maintenance for 3/7/23 - Weeding beds and turf			
Foreman Hours - 1 @ 7 Hrs each	7	65.00	455.00
Laborer Hours - 7 @ 8 Hrs each	56	45.00	2,520.00
Admin Fee	1	550.00	550.00

RECEIVED
 04/18/23

Total	\$11,295.00
Payments/Credits	\$0.00
Balance Due	\$11,295.00



Change Order

Project:	Kindred Cross Prairie Parkway Extension
Project #:	938
Date:	1/31/2023
To:	Town of Kindred CDD 2 3434 Colwell Ave Greenbriar Landscape 14155 Tilden Road
From:	Winter Garden, Florida 34787 Tel:(407) 877-7990

A

Description of Work

Additional landscape work due to vehicular and construction damage.

2	Live Oak	\$	600.00	\$	1,200.00
21	Juniper Parsoni	\$	8.50	\$	178.50
85	Muhly Grass	\$	3.50	\$	297.50
5	Pine Bark	\$	48.00	\$	240.00
1	Floritam Sod	\$	300.00	\$	300.00
1	Labor to repair damaged area	\$	2,250.00	\$	2,250.00
1	Disposal fee and mobilization	\$	883.00	\$	883.00
18	Irrigation Repairs - MP Rotators	\$	45.00	\$	810.00
				<i>Subtotal</i>	\$ 6,159.00
				<i>Total</i>	<u>\$ 6,159.00</u>



Change Order

Project: Kindred Cross Prairie Parkway Extension
 Project #: 938
 Date: 1/31/2023
 To: Town of Kindred CDD 2
 3434 Colwell Ave
 Greenbriar Landscape
 14155 Tilden Road
 From: Winter Garden, Florida 34787
[Tel:\(407\) 877-7990](tel:(407)877-7990)

A

Description of Work

Additional landscape work due to vehicular and construction damage.

2	Live Oak	\$	600.00	\$	1,200.00
21	Juniper Parsoni	\$	8.50	\$	178.50
85	Muhly Grass	\$	3.50	\$	297.50
5	Pine Bark	\$	48.00	\$	240.00
1	Floritam Sod	\$	300.00	\$	300.00
1	Labor to repair damaged area	\$	2,250.00	\$	2,250.00
1	Disposal fee and mobilization	\$	883.00	\$	883.00
18	Irrigation Repairs - MP Rotators	\$	45.00	\$	810.00
				Subtotal	\$ 6,159.00
				Total	<u><u>\$ 6,159.00</u></u>

Greenbriar Landscape
 14155 Tilden Rd
 Winter Garden, FL 34787

INVOICE

Date	Invoice #
2/20/2023	14446

Bill To
Kindred CDD Town of Kindred II c/o Rizetta & Company

Ship To
Kindred CPP Maintenance

P.O. No.	Terms	Project
	Net 30	938 Kindred CPP Ex...

Description	Qty	Rate	Amount
Additional landscape work due to vehicular and construction damage			
Live Oak	2	600.00	1,200.00
Juniper Parsoni	21	8.50	178.50
Muhly Grass	85	3.50	297.50
Pine Bark	5	48.00	240.00
Floritam Sod	1	300.00	300.00
Labor to repair damaged area	1	2,250.00	2,250.00
Disposal fee and mobilization	1	883.00	883.00
Irriation repairs - MP rotators	18	45.00	810.00



	Total	\$6,159.00
	Payments/Credits	\$0.00
	Balance Due	\$6,159.00

Greenbriar Landscape
 14155 Tilden Rd
 Winter Garden, FL 34787

INVOICE

Date	Invoice #
2/20/2023	14447

Bill To
Kindred CDD Town of Kindred II c/o Rizetta & Company

Ship To
Kindred CPP Maintenance

P.O. No.	Terms	Project
	Net 30	938 Kindred CPP Ex...

Description	Qty	Rate	Amount
Herbicide weed growth and existing Bahia sod during construction process from 7/1 - 11/15/22			
7/7- Foreman Spray Hours	10	45.00	450.00
7/8 - Foreman Spray Hours	10	45.00	450.00
Gator Herbicide Machine	6	125.00	750.00
8/18 - Foreman Spray Hours	10	45.00	450.00
8/19 - Foreman Spray Hours	10	45.00	450.00
Gator Herbicide Machine	3	125.00	375.00
9/12 Foreman Spray Hours	10	45.00	450.00
9/13 Foreman Spray Hours	10	45.00	450.00
9/14 Foreman Spray Hours	6	45.00	270.00
9/23 Foreman Spray Hours	8	45.00	360.00
Gator Herbicide Machine	7	125.00	875.00
10/6 Foreman Spray Hours	15	45.00	675.00
Gator Herbicide Machine	4	125.00	500.00
10/18 Foreman Spray Hours	10	45.00	450.00
Gator Herbicide Machine	3	125.00	375.00
11/14 Foreman Spray Hours	10	45.00	450.00
11/15 - Foreman Spray Hours	10	45.00	450.00
Gator Herbicide Machine	5	125.00	625.00

RECEIVED
 05/03/23

Total	\$8,855.00
Payments/Credits	\$0.00
Balance Due	\$8,855.00

Greenbriar Landscape
 14155 Tilden Rd
 Winter Garden, FL 34787

INVOICE

Date	Invoice #
2/20/2023	14448

Bill To
Kindred CDD Town of Kindred II c/o Rizetta & Company

Ship To
Kindred CPP Maintenance

P.O. No.	Terms	Project
	Net 30	938 Kindred CPP Ex...

Description	Qty	Rate	Amount
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			
Week of 7/29 - Grounds maintenance	1	1,350.00	1,350.00
Week of 8/19 - Grounds maintenance	1	1,800.00	1,800.00
Week of 9/16 - Grounds maintenance	1	1,800.00	1,800.00
Week of 10/14 - Grounds maintenance	1	2,250.00	2,250.00
Week of 11/11 - Grounds maintenance	1	2,475.00	2,475.00
Week of 11/25 - Grounds maintenance	1	3,375.00	3,375.00
Week of 12/9 - Grounds maintenance	1	1,800.00	1,800.00
Week of 12/23 - Grounds maintenance	1	2,475.00	2,475.00
Week of 1/27 & 1/30 - Grounds Maintenance	1	6,025.00	6,025.00



	Total	\$23,350.00
	Payments/Credits	\$0.00
	Balance Due	\$23,350.00

Envera

8281 Blaikie Court
 Sarasota, FL 34240
 (941) 556-0743

Invoice	
Invoice Number 726995	Date 04/01/2023
Customer Number 400477	Due Date 05/01/2023

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Town of Kindred CDD II	400477		04/01/2023	05/01/2023

Quantity	Description	Months	Rate	Amount
<i>2404 - CCTV - Town of Kindred CDD II - Phase 2 Amenity, Kissimmee, FL</i>				
1.00	Active Video Monitoring 05/01/2023 - 05/31/2023	1.00	\$500.00	\$500.00
1.00	Data Management 05/01/2023 - 05/31/2023	1.00	\$250.00	\$250.00
1.00	Service & Maintenance 05/01/2023 - 05/31/2023	1.00	\$314.23	\$314.23
			Subtotal:	\$1064.23
Tax				\$0.00
Payments/Credits Applied				\$0.00
			Invoice Balance Due:	\$1064.23

RECEIVED
04/03/23

Date	Invoice #	Description	Amount	Balance Due
4/1/2023	726995	Alarm Monitoring Services	\$1064.23	\$1064.23

Envera

8281 Blaikie Court
 Sarasota, FL 34240
 (941) 556-0743

Invoice	
Invoice Number 726995	Date 04/01/2023
Customer Number 400477	Due Date 05/01/2023

Net Due: \$1,064.23
Amount Enclosed: \$1,064.23

Town of Kindred CDD II
 C/O Rizzetta & Co.
 3434 Colwell Ave Ste 200
 Tampa, FL 33614

REMIT TO:

Envera
 PO Box 2086
 Hicksville, NY 11802

IPFS CORPORATION

(IPFS)
 400 NORTHRIDGE ROAD
 SUITE 450
 ATLANTA, GA 30350
 (800)584-9969 - FAX: (770)225-2866

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
 ACCOUNT NO. IN ALL
 CORRESPONDENCE

ACCOUNT NUMBER

GAA-D21552

Dear Customer,

Thank you for the opportunity to finance your insurance premium. Per your request, we have paid the premium balance due on the policy listed below, less your down payment, to either the insurer or your agent as instructed by your agent. Your payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment.

- Payment Instructions:**
1. All payments must be made payable to IPFS CORPORATION
 2. To ensured proper credit to your account, write your account number on your check and return the proper coupon with your payment.
 3. Be sure your payment is mailed in time to reach our office by your due date.
 4. Mail your payment to the address on the coupon.



1-0.1600 00000D9RP954O 1/1 BIN:0 0-104

INSURED

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE SUITE 200
 TAMPA, FL 33614

AGENT

EGIS INSURANCE & RISK ADVISORS
 150 E PALMETTO PARK RD
 SUITE 705
 BOCA RATON, FL 33432-4827

1-0.1600 00000D9RP954O 1/1 BIN:0 0-104

DISCLOSURE	
TOTAL PREMIUMS	\$30,017.00
DOWN PAYMENT	\$3,001.70
AMOUNT FINANCED	\$27,015.30
FINANCE CHARGE	\$902.78
ASSESSMENTS	\$94.85
TOTAL PAYMENTS	\$28,012.93
NUMBER OF PAYMENTS	11
PAYMENT AMOUNT	\$2,546.63
ANNUAL % RATE	6.600
ACCEPTANCE DATE	10/05/22

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	11/01/22	\$2,546.63
2	12/01/22	\$2,546.63
3	01/01/23	\$2,546.63
4	02/01/23	\$2,546.63
5	03/01/23	\$2,546.63
6	04/01/23	\$2,546.63
7	05/01/23	\$2,546.63
8	06/01/23	\$2,546.63
9	07/01/23	\$2,546.63
10	08/01/23	\$2,546.63
11	09/01/23	\$2,546.63

The terms and conditions of your premium finance agreement govern this loan. If for any reason you did not authorize this request for financing of your insurance premium, notify us immediately at the address or telephone number shown above.



SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, I.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
PENDING	10/01/22	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	PKG	12	\$30,017.00

**Make online payments or view account information at www.ipfs.com.
 Please use access code L99JR558 to register (first time users).**

IPFS CORPORATION

(IPFS)
 400 NORTHRIDGE ROAD
 SUITE 450
 ATLANTA, GA 30350
 (800)584-9969 - FAX: (770)225-2866

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
 ACCOUNT NO. IN ALL
 CORRESPONDENCE

ACCOUNT NUMBER

GAA-D21552

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1. All payments must be made payable to IPFS CORPORATION
 2. To ensured proper credit to your account, write your account number on your check and return the proper coupon with your payment.
 3. Be sure your payment is mailed in time to reach our office by your due date.
 4. Mail your payment to the address on the coupon.



1-0.1600 00000D9RP954O 1/1 BIN:0 0-104

INSURED

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE SUITE 200
 TAMPA, FL 33614

AGENT

EGIS INSURANCE & RISK ADVISORS
 150 E PALMETTO PARK RD
 SUITE 705
 BOCA RATON, FL 33432-4827

DISCLOSURE	
TOTAL PREMIUMS	\$30,017.00
DOWN PAYMENT	\$3,001.70
AMOUNT FINANCED	\$27,015.30
FINANCE CHARGE	\$902.78
ASSESSMENTS	\$94.85
TOTAL PAYMENTS	\$28,012.93
NUMBER OF PAYMENTS	11
PAYMENT AMOUNT	\$2,546.63
ANNUAL % RATE	6.600
ACCEPTANCE DATE	10/05/22

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	11/01/22	\$2,546.63
2	12/01/22	\$2,546.63
3	01/01/23	\$2,546.63
4	02/01/23	\$2,546.63
5	03/01/23	\$2,546.63
6	04/01/23	\$2,546.63
7	05/01/23	\$2,546.63
8	06/01/23	\$2,546.63
9	07/01/23	\$2,546.63
10	08/01/23	\$2,546.63
11	09/01/23	\$2,546.63

The terms and conditions of your premium finance agreement govern this loan. If for any reason you did not authorize this request for financing of your insurance premium, notify us immediately at the address or telephone number shown above.



SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, I.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
PENDING	10/01/22	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	PKG	12	\$30,017.00

**Make online payments or view account information at www.ipfs.com.
 Please use access code L99JR558 to register (first time users).**

1-0.1600 00000D9RP954O 1/1 BIN:0 0-104

Kindred Master Homeowners Assoc. Inc

1631 E. Vine Street #300
Kissimmee, FL 34744
407-705-2190

INVOICE

INVOICE # 125
DATE: 3/31/23

TO:
Town of Kindred CDD 2
c/o Rizzetta & Company
3434 Colwell Avenue Suite 200
Tampa, FL 33614

SHIP TO:

					TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Payroll - Salary Costs - March		531.14
TOTAL DUE			531.14

Make all checks payable to Kindred Master Homeowners Assoc. Inc
If you have any questions concerning this invoice, please contact
Paul Almonte, 407-705-2190 x 201
Paltmonte@artemislifestyles.com



Thank you for your business!

Kindred Master Homeowners Assoc. Inc

1631 E. Vine Street #300
Kissimmee, FL 34744
407-705-2190

INVOICE

INVOICE # 127
DATE: 4/30/23

TO:
Town of Kindred CDD 2
c/o Rizzetta & Company
3434 Colwell Avenue Suite 200
Tampa, FL 33614

SHIP TO:

					TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Payroll - Salary Costs - April		531.14
TOTAL DUE			531.14

Make all checks payable to Kindred Master Homeowners Assoc. Inc
If you have any questions concerning this invoice, please contact
Paul Almonte, 407-705-2190 x 201
Paltmonte@artemislifestyles.com

RECEIVED
05/10/23

Thank you for your business!

Kindred Master Homeowners Assoc. Inc

1631 E. Vine Street #300
Kissimmee, FL 34744
407-705-2190

INVOICE

INVOICE # 129
DATE: 5/10//23

TO:
Town of Kindred CDD 2
c/o Rizzetta & Company
3434 Colwell Avenue Suite 200
Tampa, FL 33614

SHIP TO:

					TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Payroll - Salary Costs - May		531.14
TOTAL DUE			531.14

Make all checks payable to Kindred Master Homeowners Assoc. Inc
If you have any questions concerning this invoice, please contact
Paul Almonte, 407-705-2190 x 201
Paltmonte@artemislifestyles.com



Thank you for your business!

Town of Kindred CDD II
Kissimmee Utility Authority Summary
Month: 04/23 Electric 04/23 Dated: 04/14/23
For: 03/08/23 - 04/08/23 Due: 05/02/23

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002388214-123503590	Electric	19891 Red Canyon Dr. FTN	53100-4307	\$ 3,139.75
002388214-123522510	Electric	15171 Park Side Ave. FTN1	53100-4301	\$ 780.42
002388214-123522520	Electric	15351 Park Side Ave FTN2	53100-4301	\$ 752.97
002388214-123539490	Irrigation	14951 Southbury Dr IRRIG1	53100-4301	\$ 13.40
002388214-123539500	Irrigation	19541 Fountains Dr IRRIG2	53100-4301	\$ 13.23
002388214-123539510	Irrigation	15001 Jadewood Way IRRIG3	53100-4301	\$ 13.53
002388214-123539950	Irrigation	17661 Red Canyon Dr IRRIG6	53100-4301	\$ 13.23
002388214-123539960	Irrigation	14481 Riverboat Dr IRRIG7	53100-4301	\$ 13.23
002388214-123545790	Irrigation	1650 Southbury Dr. Amenity	53100-4301	\$ 1,962.59
002388214-123552150	Irrigation	15851 Park Side Avenue	53100-4301	\$ 13.23
002388214-123552160	Irrigation	18601 Egret Meadows Ave IRRIG	53100-4301	\$ 14.03
002388214-123577540	Electric	14211 Bridge Brook Drive FTB	53100-4307	\$ -
002388214-123577550	Electric	21481 Ranch Side Road FTN	53100-4307	
			001-53100-4301	\$ 3,589.86
			001-53100-4307	\$ 3,139.75
			Total	\$ 6,729.61



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123503590
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 19891 RED CANYON DRIVE FTN/VL PH2
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

PAY BILL

BILL SUMMARY

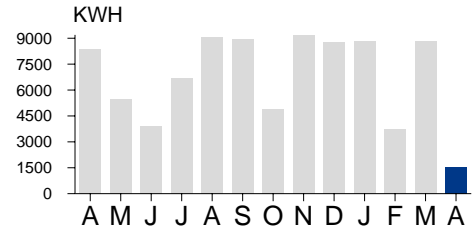
Previous Balance
\$4,416.48
-
Payments
\$4,416.48
+
Current Charges
\$3,139.75
=
Balance Due
\$3,139.75

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$2,594.27
Electric	\$209.36
Outdoor Lighting Charge	\$2,414.00
Fuel Adjustment	-\$40.17
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$545.48
TOTAL CURRENT CHARGES	\$3,139.75

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 50.29 kWh/Day
 Use One Year Ago - 269.90 kWh/Day
 Daily Avg. Cost - \$83.69



SERVICE TYPE

	Meter Id	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	0160854153	04/08/23	70,615	03/08/23	69,056	1	1,559	31
Demand	0160854153	04/08/23	13.45	03/08/23	13.87	1	13.45	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID
 002388214-123503590

Past Due Pay Now
 \$0.00

Due Date
 05/02/23

Total Amount Due

\$3,139.75

* \$3,139.75 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513093

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235035900003139750003271902023050200



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123522510
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15171 PARK SIDE AVENUE FTN1
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

PAY BILL

BILL SUMMARY

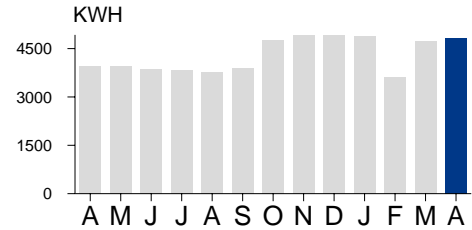
Previous Balance
\$813.78
-
Payments
\$813.78
+
Current Charges
\$780.42
=
Balance Due
\$780.42

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$615.47
Electric	\$648.48
Fuel Adjustment	-\$44.09
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$164.95
TOTAL CURRENT CHARGES	\$780.42

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 155.77 kWh/Day
 Use One Year Ago - 127.58 kWh/Day
 Daily Avg. Cost - \$19.85



METER DATA

Meter #:	0162804246
Current:	99,020 on 04/08/23
Previous:	94,191 on 03/08/23
Total Usage:	4,829 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123522510	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$780.42

* \$780.42 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513249

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235225100000780420000813862023050280



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123522520
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15351 PARK SIDE AVENUE FTN2
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

PAY BILL

BILL SUMMARY

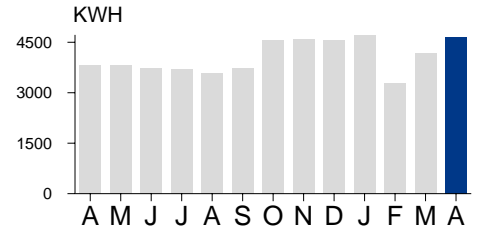
Previous Balance \$720.91
-
Payments \$720.91
+
Current Charges \$752.97
=
Balance Due \$752.97

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$593.84
Electric	\$625.26
Fuel Adjustment	-\$42.50
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$159.13
TOTAL CURRENT CHARGES	\$752.97

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 150.19 kWh/Day
 Use One Year Ago - 123.00 kWh/Day
 Daily Avg. Cost - \$19.16



METER DATA

Meter #:	0162804245
Current:	94,620 on 04/08/23
Previous:	89,964 on 03/08/23
Total Usage:	4,656 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123522520	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$752.97

* \$752.97 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513250

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235225200000752970000785242023050280



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539490
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 14951 SOUTHBURY DRIVE IRRIG1
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

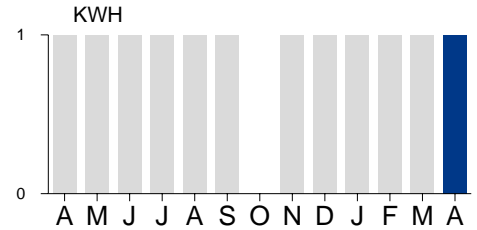
Previous Balance \$13.41 -
 Payments \$13.41 +
 Current Charges \$13.40 =
 Balance Due \$13.40

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.21
Electric	\$0.14
Fuel Adjustment	-\$0.01
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.19
TOTAL CURRENT CHARGES	\$13.40

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.03 kWh/Day
 Use One Year Ago - 0.03 kWh/Day
 Daily Avg. Cost - \$0.36



METER DATA

Meter #:	0157336645
Current:	15 on 04/08/23
Previous:	14 on 03/08/23
Total Usage:	1 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539490	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$13.40

* \$13.40 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513310

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235394900000013400000013962023050220



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539500
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 19541 FOUNTAINS DRIVE IRRIG2
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

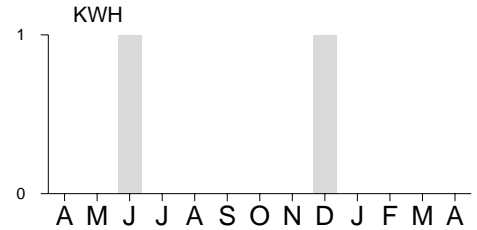
Previous Balance \$13.23 -
 Payments \$13.23 +
 Current Charges \$13.23 =
 Balance Due \$13.23

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.00 kWh/Day
 Use One Year Ago - 0.00 kWh/Day
 Daily Avg. Cost - \$0.36



METER DATA

Meter #:	0160656730
Current:	2 on 04/08/23
Previous:	2 on 03/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539500	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513311

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235395000000013230000013782023050280



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539510
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15001 JADEWOOD WAY IRRIG3
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

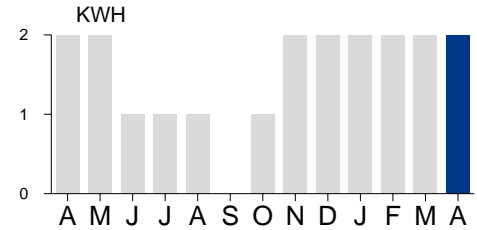
Previous Balance \$13.55 -
 Payments \$13.55 +
 Current Charges \$13.53 =
 Balance Due \$13.53

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.32
Electric	\$0.26
Fuel Adjustment	-\$0.02
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.21
TOTAL CURRENT CHARGES	\$13.53

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.06 kWh/Day
 Use One Year Ago - 0.06 kWh/Day
 Daily Avg. Cost - \$0.37



METER DATA

Meter #:	0157340236
Current:	27 on 04/08/23
Previous:	25 on 03/08/23
Total Usage:	2 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539510	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$13.53

* \$13.53 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513312

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235395100000013530000014102023050230



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539950
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 17661 RED CANYON DRIVE IRRIG6
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

Previous Balance \$13.23 -
 Payments \$13.23 +
 Current Charges \$13.23 =
 Balance Due \$13.23

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

METER DATA

Meter #:	0157341056
Current:	0 on 04/08/23
Previous:	0 on 03/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898. Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539950	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025512851

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235399500000013230000013782023050230



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539960
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 14481 RIVERBOAT DRIVE IRRIG7
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

Previous Balance \$13.23
-
Payments \$13.23
+
Current Charges \$13.23
=
Balance Due \$13.23

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

METER DATA

Meter #:	0157341057
Current:	0 on 04/08/23
Previous:	0 on 03/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539960	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025512850

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235399600000013230000013782023050210



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123545790
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 1650 SOUTHBURY DRIVE AMENITY
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

PAY BILL

BILL SUMMARY

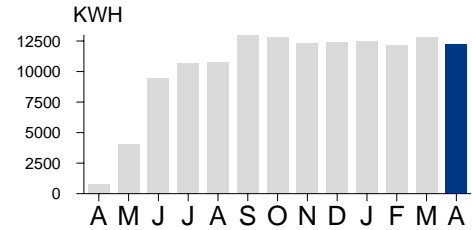
Previous Balance
\$2,172.91
-
Payments
\$2,172.91
+
Current Charges
\$1,962.59
=
Balance Due
\$1,962.59

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$1,546.79
Electric	\$1,647.74
Fuel Adjustment	-\$112.03
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$415.80
TOTAL CURRENT CHARGES	\$1,962.59

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 395.80 kWh/Day
 Use One Year Ago - 24.03 kWh/Day
 Daily Avg. Cost - \$49.90



SERVICE TYPE

	Meter Id	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	0166426739	04/08/23	137,398	03/08/23	125,128	1	12,270	31
Demand	0166426739	04/08/23	23.81	03/08/23	23.83	1	23.81	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123545790	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$1,962.59

* \$1,962.59 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513393

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235457900001962590002046722023050280



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123552150
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15851 PARK SIDE AVENUE IRRIG
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

Previous Balance \$13.23 -
 Payments \$13.23 +
 Current Charges \$13.23 =
 Balance Due \$13.23

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

METER DATA

Meter #:	0163778092
Current:	0 on 04/08/23
Previous:	0 on 03/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123552150	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 5/2/2023 via E-Payment.



0025513513

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235521500000013230000013782023050240



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123552160
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 18601 EGRET MEADOWS AVENUE IRRIG
 Bill Date: 04/14/23
 Next Scheduled Read Date: 05/09/23

BILL SUMMARY

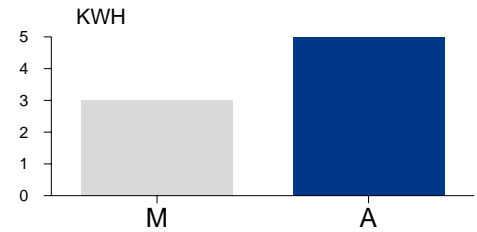
Previous Balance \$28.74 -
 Payments \$28.74 +
 Current Charges \$14.03 =
 Balance Due \$14.03

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.70
Electric	\$0.67
Fuel Adjustment	-\$0.05
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.33
TOTAL CURRENT CHARGES	\$14.03

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.16 kWh/Day
 Daily Avg. Cost - \$0.38



METER DATA

Meter #:	0157343472
Current:	8 on 04/08/23
Previous:	3 on 03/08/23
Total Usage:	5 kWh
Days Of Service:	31

MESSAGE from KUA

NOTICE A TREE INTERFERING WITH POWER LINES?

¿Observa un árbol que interfiere con las líneas eléctricas?

You can submit a tree trimming request online by visiting kua.com/treerequest or call us at 407-933-9898.
 Puede enviar una solicitud de poda de árboles en línea visitando kua.com/treerequest o llámenos al 407-933-9898.



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123552160	Past Due Pay Now \$0.00	Due Date 05/02/23
Total Amount Due		\$14.03

* \$14.03 will be drafted from your bank account on 5/2/2023 via E-Payment.



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235521600000014030000014622023050290

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 24, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3209769

Client Matter No. 20123-1

Notification Email: eftgroup@kutakrock.com

Ms. Belinda Blandon
Town of Kindred II CDD
Rizzetta & Company, Inc.
Suite 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3209769
20123-1

Re: General Counsel/Monthly Meeting

For Professional Legal Services Rendered

03/04/23	W. Haber	0.50	147.50	Monitor 2023 legislative session for legislation pertaining to or affecting Districts
03/06/23	S. Sandy	0.40	118.00	Confer with Hernandez regarding Cross Prairie Parkway landscaping; confer with Aveli regarding same
03/07/23	J. Gillis	0.30	57.00	Coordinate response to auditor letter
03/07/23	S. Sandy	1.00	295.00	Confer with Avelli and Valantis regarding landscape maintenance; review right of way utilization agreement; prepare response to audit letter request
03/08/23	S. Sandy	0.20	59.00	Confer regarding County right of way utilization agreement
03/15/23	D. Wilbourn	0.10	19.00	Communications with district manager regarding mailed and published assessment notices
03/22/23	S. Sandy	0.50	147.50	Confer with Hernandez regarding

KUTAK ROCK LLP

Town of Kindred II CDD
April 24, 2023
Client Matter No. 20123-1
Invoice No. 3209769
Page 2

03/22/23	D. Wilbourn	0.70	133.00	landscape services agreement Prepare amendment to landscape maintenance agreement
03/24/23	S. Sandy	0.20	59.00	Prepare landscape agreement addendum
03/31/23	S. Sandy	0.30	88.50	Confer regarding request for payment of County ROW landscaping maintenance

TOTAL HOURS 4.20

TOTAL FOR SERVICES RENDERED \$1,123.50

DISBURSEMENTS

Filing and Court Fees 114.50
Freight and Postage 22.19

TOTAL DISBURSEMENTS 136.69

TOTAL CURRENT AMOUNT DUE \$1,260.19

RECEIVED
04/24/23

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
5/1/2023	INV0000079687

Bill To:

Town of Kindred II CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
May	Upon Receipt	00552

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,500.00	\$1,500.00
Administrative Services	1.00	\$375.00	\$375.00
Financial & Revenue Collections	1.00	\$300.00	\$300.00
Management Services	1.00	\$1,675.00	\$1,675.00
Website Compliance & Management	1.00	\$100.00	\$100.00
Subtotal			\$3,950.00
Total			\$3,950.00

RECEIVED
 04/25/23

April 21, 2023
Invoice Number: 0080745042123
Account Number: **8338 10 022 0080745**

Auto Pay Notice

Service At: 1650 SOUTHBURY DR
KISSIMMEE FL 34744-6436

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

NEWS AND INFORMATION

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

IMPORTANT BILLING UPDATE. Your current Promotional Discount is about to expire. As a valued customer, we are pleased to provide you with a new Promotional Discount off of our standard rates. The new Promotional Discount will be effective with your next statement.

Summary *Service from 04/21/23 through 05/20/23
details on following pages*

Previous Balance	107.96
Payments Received -Thank You!	-107.96
Remaining Balance	\$0.00
Spectrum Business™ Internet	87.97
Spectrum Business™ Voice	19.99
Current Charges	\$107.96
<i>YOUR AUTO PAY WILL BE PROCESSED 05/07/23</i>	
Total Due by Auto Pay	\$107.96



Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

Auto Pay. Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8338 1000 NO RP 21 04222023 NNNNNNNN 01 998767

TOWN OF KINDRED 2CDD
1650 SOUTHBURY DR
KINDRED FL 34744-6436

April 21, 2023
TOWN OF KINDRED 2CDD

Invoice Number: 0080745042123
Account Number: 8338 10 022 0080745
Service At: 1650 SOUTHBURY DR
KISSIMMEE FL 34744-6436

Total Due by Auto Pay **\$107.96**

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

TOWN OF KINDRED 2CDD
 Invoice Number: 0080745042123
 Account Number: 8338 10 022 0080745

Contact Us
 Visit us at SpectrumBusiness.net
 Or, call us at 1-866-519-1263

8338 1000 NO RP 21 04222023 NNNNNNNN 01 998767

Charge Details

Previous Balance		107.96
EFT Payment	04/07	-107.96
Remaining Balance		\$0.00

Payments received after 04/21/23 will appear on your next bill.

Service from 04/21/23 through 05/20/23

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 5	29.99
Spectrum Business Internet Ultra	199.99
Promotional Discount	-110.00
Business WiFi	7.99
Promotional Discount	-40.00
	\$87.97

Spectrum Business™ Internet Total **\$87.97**

Spectrum Business™ Voice

Phone number (407) 483-8760	
Spectrum Business Voice	49.99
Promotional Discount	-30.00
Voice Mail	0.00
	\$19.99

For additional call details,
 please visit SpectrumBusiness.net

Spectrum Business™ Voice Total **\$19.99**

Current Charges	\$107.96
Total Due by Auto Pay	\$107.96

Messages continued from page 1

IMPORTANT NOTICE ABOUT YOUR ACCOUNT: Effective 5/4/2023, updates will be made to our billing system. As a result of this update, you will receive a new account number which can be found in the upper left corner of your monthly billing statement.

As a Spectrum Business customer, your account number enables you to pay online, view recent activity, sign up for paperless billing, and much more. If you are an existing user, your login credentials remain the same, and no action is required on your part.

If you are not an existing user, you may go to www.SpectrumBusiness.net/ and create a username.

When you receive your new account number, please keep it accessible for future reference. If you have automatic bill payment set up or online banking, don't forget to update this information with your financial institution to ensure payment processing.

For more information, visit www.spectrumbusiness.net/support/category/my-account or call **1-800-314-7195**.



Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service – In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Continued on the next page...

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support



For questions or concerns, please call **1-866-519-1263**.





TOWN OF KINDRED 2CDD
Invoice Number: 0080745042123
Account Number: 8338 10 022 0080745

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

8338 1000 NO RP 21 04222023 NNNNNNNN 01 998767

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Authorization to Convert your Check to an Electronic Funds

Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

The following taxes, fees and surcharges are included in the price of the applicable service - . FEES AND CHARGES: E911 Fee \$0.40, Federal USF \$0.99, Florida CST \$2.28, Sales Tax \$0.02, TRS Surcharge \$0.10.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures: If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.

Spectrum Voice Provider - Spectrum Advanced Services, LLC



April 21, 2023

Invoice Number:
Account Number::

Town Of Kindred 2cdd
0080745042123
8338 10 022 0080745



Contact Us

Visit us at [SpectrumBusiness.net](https://www.spectrumbusiness.net)
Or, call us at 1-866-519-1263

8338 1000 NO RP 21 04222023 NNNNNNNN 01 998767





Invoice

Date	Invoice #
5/1/2023	11392

Bill To
Town of Kindred CDD 2 c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

P.O. No.	Due Date
May	5/31/2023

Quantity	Description	Rate	Amount
1	Landscape Management Services for the month of May, 2023	957.00	957.00
Total			\$957.00

RECEIVED
05/01/23



Invoice

Date	Invoice #
5/1/2023	11392

Bill To
Town of Kindred CDD 2 c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

P.O. No.	Due Date
May	5/31/2023

Quantity	Description	Rate	Amount
1	Landscape Management Services for the month of May, 2023	957.00	957.00
Total			\$957.00

RECEIVED
05/01/23

Town of Kindred II CDD
Month: 03/23 Irrigation Dated: 04/01/23
For: 03/23 Due: 04/28/23

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002659271-033252959	IRRIGATION - Water	1400 Southbury Block Odd Drive	001-53600 4301	\$ 631.57
002659271-033252969	IRRIGATION - Water	1900 Fountains Block Odd Drive	001-53600 4301	\$ 95.47
002659271-033253339	LIFT STATION	1500 Park Side Block Odd Avenue - Lift Station	001-53600 4301	\$ 33.34
002659271-033253359	IRRIGATION - Water	1900 Red Canyon Block Even Drive	001-53600 4301	\$ 242.07
002659271-033253369	IRRIGATION - Water	1900 Red Canyon Block Even Drive Fountain	001-53600 4301	\$ 121.88
002659271-033253379	IRRIGATION - Water	1500 Park Side Block Odd Avenue	001-53600 4301	\$ 58.57
002659271-033322259	IRRIGATION - Water	1600 Barberry Drive Block Even	001-53600 4301	\$ 78.25
002659271-033322279	IRRIGATION - Water	1500 Barberry Drive Block Even	001-53600-4301	\$ 21.67
002659271-033322289	IRRIGATION - Water	1800 Egret Meadows Avenue Block Even	001-53600 4301	\$ 531.27
002659271-033331019	IRRIGATION - Water	1650 Southbury Drive	001-53600 4301	\$ 4,648.55
002659271-033331369	IRRIGATION - Water	1650 Southbury Drive Pool	001-53600 4301	\$ 49.30
002659271-033344499	IRRIGATION - Water	1400 Odd Barberry Drive	001-53600 4301	\$ 15.36
Water-Sewer Combination Services-Utility Services			001 53600-4301	\$ 6,527.30



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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II
 Service Address:
 1400 SOUTHBURY BLOCK ODD DRIVE

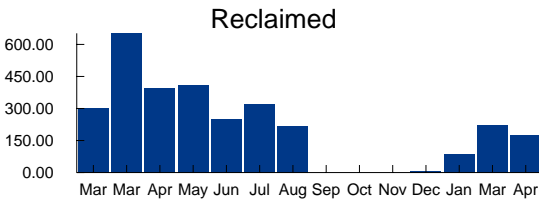
Account Number: 002659271-033252959
 Past Due Amount: \$0.00
 Current Charges: \$631.57
 Total Amount Due: \$631.57

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006218	31	03/01/2023	6908	04/01/2023	7085	177

Previous Balance \$902.97
 Payment(s) Received \$-902.97
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$609.90
Current Transaction Total \$631.57

Total Amount Due \$631.57



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033252959	\$0.00	\$631.57	\$31.58	\$631.57



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TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710332529590000631578





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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Account Number: 002659271-033252969

Past Due Amount: \$0.00

Current Charges: \$95.47

Total Amount Due: \$95.47

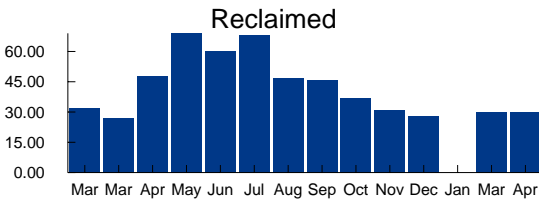
Service Address:
 1900 FOUNTAINS BLOCK ODD DRIVE

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006222	31	03/01/2023	2296	04/01/2023	2326	30

Previous Balance \$95.47
 Payment(s) Received \$-95.47
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$73.80
Current Transaction Total \$95.47

Total Amount Due \$95.47



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033252969	\$0.00	\$95.47	\$5.00	\$95.47



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TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
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 TAMPA, FL 33614-8390

0026592710332529690000095475





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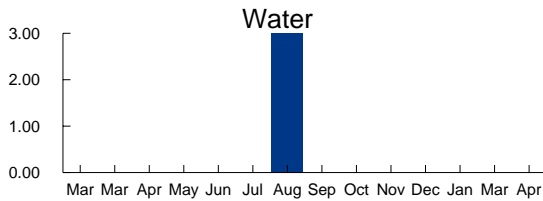
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Service Address:
 1500 PARK SIDE ODD BLOCK AVENUE LIFT STAT

Account Number: 002659271-033253339
 Past Due Amount: \$0.00
 Current Charges: \$33.34
 Total Amount Due: \$33.34

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21003614	31	03/01/2023	9	04/01/2023	9	0
Previous Balance						\$33.34
Payment(s) Received						\$-33.34
Balance Forward						\$0.00
Current Transaction(s)						
Water Base Charge						\$33.34
Current Transaction Total						\$33.34
Total Amount Due						\$33.34



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033253339	\$0.00	\$33.34	\$5.00	\$33.34



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 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710332533390000033345





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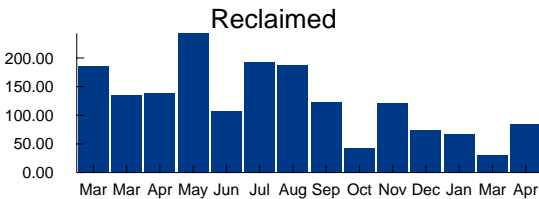
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Service Address:
 1900 RED CANYON BLOCK EVEN DRIVE

Account Number: 002659271-033253359
 Past Due Amount: \$0.00
 Current Charges: \$242.07
 Total Amount Due: \$242.07

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18008545	31	03/01/2023	6695	04/01/2023	6779	84
Previous Balance						\$95.47
Payment(s) Received						\$-95.47
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$21.67
Reclaimed Usage						\$220.40
Current Transaction Total						\$242.07
Total Amount Due						\$242.07



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033253359	\$0.00	\$242.07	\$12.10	\$242.07



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TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
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0026592710332533590000242073





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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Account Number: 002659271-033253369

Past Due Amount: \$0.00

Current Charges: \$121.88

Total Amount Due: \$121.88

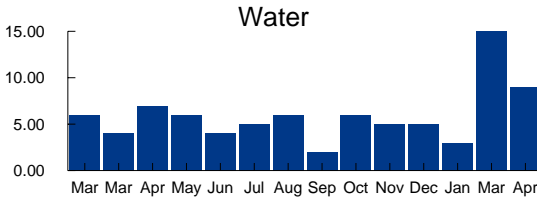
Service Address:
 1900 RED CANYON BLOCK EVEN DRIVE FOUNTAIN

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21000712	31	03/01/2023	504	04/01/2023	513	9

Previous Balance \$176.72
 Payment(s) Received \$-176.72
Balance Forward \$0.00

Current Transaction(s)
 Water Base Charge \$33.34
 Water Usage \$18.90
 Wastewater Base Charge \$16.26
 Wastewater Usage \$53.38
Current Transaction Total \$121.88

Total Amount Due \$121.88



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033253369	\$0.00	\$121.88	\$6.09	\$121.88



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TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
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 TAMPA, FL 33614-8390

0026592710332533690000121887





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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II
 Service Address:
 1500 PARK SIDE BLOCK ODD AVENUE

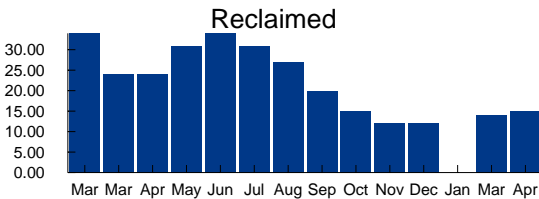
Account Number: 002659271-033253379
 Past Due Amount: \$0.00
 Current Charges: \$58.57
 Total Amount Due: \$58.57

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006211	31	03/01/2023	584	04/01/2023	599	15

Previous Balance \$56.11
 Payment(s) Received \$-56.11
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$36.90
Current Transaction Total \$58.57

Total Amount Due \$58.57



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033253379	\$0.00	\$58.57	\$5.00	\$58.57



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TOWN OF KINDRED CDD II
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 TAMPA, FL 33614-8390

0026592710332533790000058574





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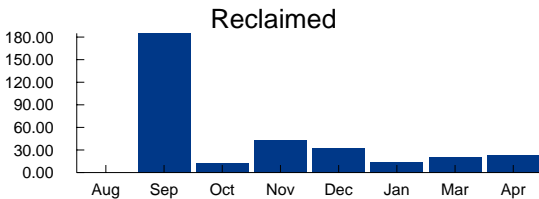
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II
 Service Address:
 1600 BARBERRY DRIVE BLOCK EVEN

Account Number: 002659271-033322259
 Past Due Amount: \$0.00
 Current Charges: \$78.25
 Total Amount Due: \$78.25

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21022104	31	03/01/2023	308	04/01/2023	331	23

Previous Balance	\$73.33
Payment(s) Received	\$-73.33
Balance Forward	\$0.00
Current Transaction(s)	
Reclaimed Base Charge	\$21.67
Reclaimed Usage	\$56.58
Current Transaction Total	\$78.25
Total Amount Due	\$78.25



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033322259	\$0.00	\$78.25	\$5.00	\$78.25



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TOWN OF KINDRED CDD II
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0026592710333222590000078257





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Customer Service: (8am - 5pm) 407-944-5000

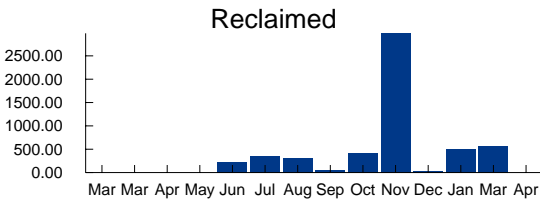
TOWN OF KINDRED CDD II

Service Address:
 1500 BARBERRY DRIVE BLOCK EVEN

Account Number: 002659271-033322279
 Past Due Amount: \$0.00
 Current Charges: \$21.67
 Total Amount Due: \$21.67

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006228	31	03/01/2023	5439	04/01/2023	5439	0

Previous Balance	\$2,979.77
Payment(s) Received	<u>\$-2,979.77</u>
Balance Forward	\$0.00
Current Transaction(s)	
Reclaimed Base Charge	<u>\$21.67</u>
Current Transaction Total	\$21.67
 Total Amount Due	 \$21.67



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033322279	\$0.00	\$21.67	\$5.00	\$21.67



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Please Remit to

Toho Water Authority
 P. O. Box 30527
 Tampa, Florida 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710333222790000021675





Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

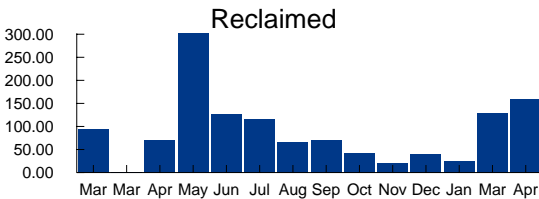
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Service Address:
 1800 EGRET MEADOWS AVENUE BLOCK EVEN

Account Number: 002659271-033322289
 Past Due Amount: \$0.00
 Current Charges: \$531.27
 Total Amount Due: \$531.27

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21016373	31	03/01/2023	1140	04/01/2023	1300	160
Previous Balance						\$410.06
Payment(s) Received						\$-410.06
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$21.67
Reclaimed Usage						\$509.60
Current Transaction Total						\$531.27
Total Amount Due						\$531.27



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033322289	\$0.00	\$531.27	\$26.56	\$531.27



Toho Water Authority
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 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Please Remit to

Toho Water Authority
 P. O. Box 30527
 Tampa, Florida 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710333222890000531275





Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Account Number: 002659271-033331019

Past Due Amount: \$0.00

Current Charges: \$4,648.55

Total Amount Due: \$4,648.55

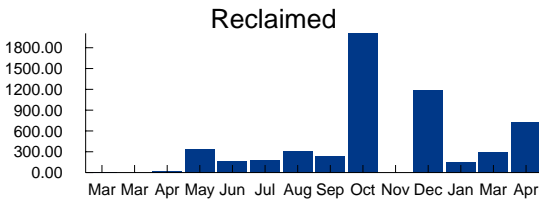
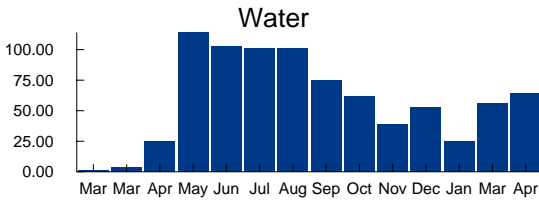
Service Address:
 1650 SOUTHBURY DRIVE

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21014244	31	03/01/2023	1034	04/01/2023	1098	64
21007958	31	03/01/2023	5081	04/01/2023	5806	725

Previous Balance \$2,044.33
 Payment(s) Received -\$2,044.33
Balance Forward \$0.00

Current Transaction(s)
 Water Base Charge \$33.34
 Water Usage \$134.40
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$4,002.30
 Wastewater Base Charge \$16.26
 Wastewater Usage \$440.58
Current Transaction Total \$4,648.55

Total Amount Due \$4,648.55



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033331019	\$0.00	\$4,648.55	\$232.43	\$4,648.55



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Please Remit to

Toho Water Authority
 P. O. Box 30527
 Tampa, Florida 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710333310190004648552





Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

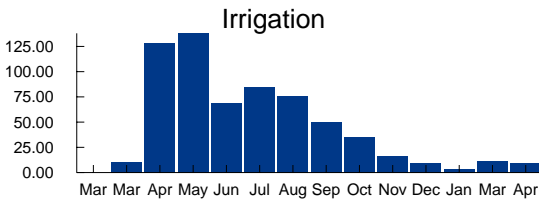
TOWN OF KINDRED CDD II

Service Address:
 1650 SOUTHBURY DRIVE POOL

Account Number: 002659271-033331369
 Past Due Amount: \$0.00
 Current Charges: \$49.30
 Total Amount Due: \$49.30

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21017640	31	03/01/2023	630	04/01/2023	639	9

Previous Balance	\$56.86
Payment(s) Received	\$-56.86
Balance Forward	\$0.00
Current Transaction(s)	
Irrigation Base Charge	\$12.28
Irrigation Usage	\$34.02
Backflow Maintenance Fee	\$3.00
Current Transaction Total	\$49.30
Total Amount Due	\$49.30



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033331369	\$0.00	\$49.30	\$5.00	\$49.30



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Please Remit to

Toho Water Authority
 P. O. Box 30527
 Tampa, Florida 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710333313690000049306





Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

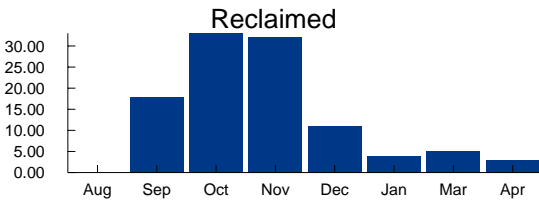
Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II
 Service Address:
 1400 ODD BARBERRY DRIVE

Account Number: 002659271-033344499
 Past Due Amount: \$0.00
 Current Charges: \$15.36
 Total Amount Due: \$15.36

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19001301	31	03/01/2023	103	04/01/2023	106	3
Previous Balance						\$20.28
Payment(s) Received						\$-20.28
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$7.98
Reclaimed Usage						\$7.38
Current Transaction Total						\$15.36
Total Amount Due						\$15.36



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 04/28/23	Late Charge after 04/28/23	
002659271-033344499	\$0.00	\$15.36	\$5.00	\$15.36



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida 33630-3527
 www.tohowater.com

Bringing you life's most precious resource

Please Remit to

Toho Water Authority
 P. O. Box 30527
 Tampa, Florida 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390

0026592710333444990000015360





Invoice 26764

Date	PO#
05/08/23	
Due Date	Terms
6/7/23	Net 30

Property Address
Kindred 1450 Diamond Loop Dr Kissimmee, FL 32738

Item	Amount
------	--------

Job #30062 - Town of Kindred 2 Plant Replacements

Property Improvements - Replace missing plant material on Southbury Dr.; Replace missing plant material at amenities center; Replace damaged tree on Barberry near construction area; Straighten tree in same area	\$1,557.50
--	------------

RECEIVED
05/08/23

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	\$1,557.50
Sales Tax	\$0.00
Total	\$1,557.50
Credits/Payments	(\$0.00)
Balance Due	\$1,557.50



Invoice 26767

Date	PO#
05/08/23	
Due Date	Terms
6/7/23	Net 30

Property Address
Kindred 1450 Diamond Loop Dr Kissimmee, FL 32738

Item	Amount
------	--------

Job #32801 - Town of Kindred 2 Amenities Damaged Plants Replacement

Property Improvements - Replace plants damaged by vehicle and failing plants in preparation for walkthrough	\$621.00
---	----------

RECEIVED
 05/08/23

Thank you for your business.

REMIT PAYMENT TO:
 United Land Services
 12276 San Jose Blvd Suite 747
 Jacksonville FL 32223

Subtotal	\$621.00
Sales Tax	\$0.00
Total	\$621.00
Credits/Payments	(\$0.00)
Balance Due	\$621.00

Date	PO#
05/23/23	
Due Date	Terms
6/22/23	Net 30

Property Address
Kindred 1450 Diamond Loop Dr Kissimmee, FL 32738

Item	Amount
------	--------

Job #36300 - Kindred 2 lift station on parkside.

Replace plant material that is constantly being damaged by wildlife. Remove dead tree.





Property Improvements

\$1,395.00

RECEIVED
05/23/23

Thank you for your business.

REMIT PAYMENT TO:
 United Land Services
 12276 San Jose Blvd Suite 747
 Jacksonville FL 32223

Subtotal	\$1,395.00
Sales Tax	\$0.00
Total	\$1,395.00
Credits/Payments	(\$0.00)
Balance Due	\$1,395.00



WASTE CONNECTIONS OF FLORIDA
 ORLANDO HAULING
 1099 MILLER DRIVE
 ALTAMONTE SPRINGS, FL 32701-2069
 DISTRICT NO. 6460

ACCOUNT NO. 6460-136242
 INVOICE NO. 1439846W460
 STATEMENT DATE 03/25/23
 DUE DATE 04/02/23
 BILLING PERIOD //--

TOWN OF KINDRED CDD II
 330
 8529 SOUTHPARK CIRCLE
 ORLANDO, FL 32819-0000

FOR ASSISTANCE CALL
 Customer Service (407) 261-5000
 One Time Payments (800) 457-1379

INVOICE STATEMENT

Date	Description	Amount
	Service Location Acct #136242-0001 TOWN OF KINDRED CDD II 1650 SOUTHBURY DR KISSIMMEE, FL	
03/25/23	BASIC SERVICE CHARGE 1.00 8.00YD	\$ 265.65
	4/1/2023-4/30/2023	
	Invoice Total	\$ 265.65
	Account Balance	\$ 265.65

This invoice is scheduled for automatic payment according to your instructions on our online bill pay portal at myaccount.wcicustomer.com.

****To avoid late fees, payment must be posted to your account within 30 days of your invoice date. ****
 Bank returned checks will be electronically re-presented to your bank and you may be responsible for a resulting processing fee.

Please remit to the address below and return your remit stub with your payment.

NNNNNNNNNN



WASTE CONNECTIONS OF FLORIDA
 ORLANDO HAULING
 1099 MILLER DRIVE
 ALTAMONTE SPRINGS, FL 32701-2069

ACCOUNT NO. 6460-136242
 INVOICE NO. 1439846W460
 STATEMENT DATE 03/25/23
 DUE DATE 04/02/23
PAY THIS AMOUNT 265.65

WRITE AMOUNT PAID	\$
-------------------------	----

TOWN OF KINDRED CDD II
 330
 8529 SOUTHPARK CIRCLE
 ORLANDO, FL 32819-0000

MAIL PAYMENT TO:
 WASTE CONNECTIONS OF FLORIDA
 ORLANDO HAULING
 1099 MILLER DRIVE
 ALTAMONTE SPRINGS, FL 32701-2069

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.TOWNOFKINDREDCDD2.ORG

Operation and Maintenance Expenditures June 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$63,827.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amazon Capital Services, Inc.	100150	1YM3-QDR6-CCWV	Janitorial Supplies 06/23	\$ 333.43
Amazon Capital Services, Inc.	100145	IQRJ-CHHJ-6GMC	Janitorial Supplies 06/23	\$ 811.34
Aquatic Weed Management, Inc	100136	16056	Pond Maintenance 05/23	\$ 700.00
Berger, Toombs, Elam, Gaines & Frank CPA	100146	363712	Basic Financial Statement Audits 06/23	\$ 3,325.00
Dallos Services, Inc.	100137	4091	Janitorial Servicers 05/06/23 - 05/12/23	\$ 416.00
Dallos Services, Inc.	100142	4117	Janitorial Services 05/20/23-05/26/23	\$ 184.00
Dallos Services, Inc.	100142	4118	Janitorial Services 05/20/23-05/26/23	\$ 366.00
Dallos Services, Inc.	100142	4128	Janitorial Services 05/27/23 - 06/02/23	\$ 184.00
Dallos Services, Inc.	100142	4129	Janitorial Services 05/27/23 - 06/02/23	\$ 366.00
Dallos Services, Inc.	100147	4139	Janitorial Services 06/03/23 - 06/09/23	\$ 184.00
Dallos Services, Inc.	100147	4140	Janitorial Services 06/03/23 - 06/09/23	\$ 416.00
Dallos Services, Inc.	100155	4150	Janitorial Services 06/10/23 - 06/16/23	\$ 366.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dallos Services, Inc.	100155	4151	Janitorial Services 06/10/23 - 06/16/23	\$ 184.00
Dallos Services, Inc.	100155	4160	Janitorial Services 06/17/23 - 06/23/23	\$ 366.00
Dallos Services, Inc.	100155	4161	Janitorial Services 06/17/23 - 06/23/23	\$ 184.00
Fountain Design Group, Inc.	100143	30303A	Quarterly Fountain Cleaning 06/23	\$ 190.00
Hidden Eyes, LLC	100138	727988	Security Monitoring & Maintenance 06/23	\$ 1,064.00
IPFS Corporation	100139	GAA-D21552 Payment 9 of 11-07/23	GAA-D21552 Payment 9 of 11-07/23	\$ 2,546.63
Kissimmee Utility Authority	EFT	002388214-123577540 04/23 EFT	Electric Services 04/23	\$ 264.52
Kissimmee Utility Authority	EFT	Monthly Summary 05/23 Autopay 552	Electric Services 05/23	\$ 7,464.38
Kutak Rock, LLP	100140	3225772	Legal Services 04/23	\$ 2,707.00
Nelson's Christmas Decorating, Inc.	100151	2735	Christmas Decorations Installation, Removal, & Storage 06/23	\$ 765.00
Orlando Sentinel Communications	100148	72247418000	Account #CU00160414 Legal Advertising 04/23	\$ 2,081.00
Orlando Sentinel Communications	100148	73740595000	Account #CU00160414 Legal Advertising 05/23	\$ 693.86

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100135	INV0000080710	District Management Fees 06/23	\$ 3,950.00
Spectrum	EFT	2038320052123 05/23 Autopay 552	Cable & Internet Services 05/23	\$ 147.96
Toho Water Authority	100141	002659271033442199-01	for 1400 Odd Cross Prairie Parkway 06/23	\$ 1,025.00
Toho Water Authority	100153	002659271033446089-01	Initiation Fee Reclaimed Water 1600 Odd Park Side Ave 06/23	\$ 1,025.00
Toho Water Authority	EFT	Monthly Summary 04/23 Autopay 552	Water-Sewer Services 04/23	\$ 7,158.20
Toho Water Authority	EFT	Monthly Summary 05/23 Autopay 552	Water-Sewer Services 05/23	\$ 7,833.15
United Land Services	100144	26766-06092023	Plant Replacement 05/23	\$ 300.00
United Land Services	100152	26885	Straighten Leaning Tree 05/23	\$ 97.00
United Land Services	100149	29614	Landscape Maintenance 06/23	\$ 15,831.00
Waste Connections of Florida	EFT	1453331W460 06/23 Autopay 552	Waste Disposal Services 06/23	\$ <u>297.53</u>
Report Total				<u>\$ 63,827.00</u>

For customer support, visit www.amazon.com/contact-us.**Invoice summary***Payment due by July 14, 2023*

Item subtotal before tax	\$ 333.43
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 333.43
Tax	\$ 0.00

Amount due **\$ 333.43 USD****Pay by****Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410767903076
SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Account # A13XYXAAPUK835**Payment terms** Net 30**Purchase date** 08-Jun-2023**Purchased by** Paul Almonte**Department** Phase 2**Registered business name**

Town of Kindred HOA

Bill to

Town of Kindred CDD PHASE 2
 3434 colwell ave
 Tampa, FL 33614

Ship to

Direne Falcon
 561 JERRY LN
 HAINES CITY, FL 33844-6756

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	VIREX CBD540557 All Purpose Disinfectant Cleaner - Kills 99.9% of Germs and Eliminates Odors, Ready-to-Use Liquid Refill, 1-Gallon (Pack of 2) ASIN: B077S4YYGM Order # 112-2462935-3797868 Sold by: Amazon.com Services LLC	1	\$32.93	\$32.93	0.000%
2	Swiffer 360 Duster Refill, 6 Count (Pack of 2) ASIN: B00PL8ZZYM Order # 112-2462935-3797868 Sold by: REGO MART INC	1	\$25.33	\$25.33	0.000%

Description	Qty	Unit price	Item subtotal before tax	Tax
3 Eureka PowerSpeed Bagless Upright Vacuum Cleaner, Pet Turbo, Black ASIN: B091SWWH59 Sold by: Amazon.com Services LLC Order # 112-2462935-3797868	1	\$97.60	\$97.60	0.000%
4 Pacific Blue Ultra 8" High-Capacity Recycled Paper Towel Roll by GP PRO (Georgia-Pacific), White, 26490, 1150 Feet Per Roll, 6 Rolls Per Case ASIN: B01M112GD9 Sold by: Amazon.com Services LLC Order # 112-2462935-3797868	1	\$91.02	\$91.02	0.000%
5 Lysol Power Toilet Bowl Cleaner Gel, For Cleaning and Disinfecting, Stain Removal, 24oz ,9 Ct , (Packaging May Vary) ASIN: B071Y5B63V Sold by: Amazon.com Services LLC Order # 112-0022148-4519404	1	\$20.43	\$20.43	0.000%
6 Mr. Clean Magic Eraser, Extra Durable, Shoe, Bathroom, and Shower Cleaner, Cleaning Pads with Durafoam, 10 Count ASIN: B08QTXPR9G Sold by: Amazon.com Services LLC Order # 112-5461525-0484267	1	\$13.24	\$13.24	0.000%
7 Cottonelle® Professional Standard Roll Toilet Paper (17713), 2-Ply, White, (451 Sheets/Roll, 60 Rolls/Case, 27,060 Sheets/Case) ASIN: B0014C440U Sold by: Amazon.com Services LLC Order # 112-6175456-0169818	1	\$52.88	\$52.88	0.000%

Total before tax	\$333.43
Tax	\$0.00
Amount due	\$333.43

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

For customer support, visit www.amazon.com/contact-us.**Invoice summary***Payment due by July 13, 2023*

Item subtotal before tax	\$ 811.34
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 811.34
Tax	\$ 0.00

Amount due **\$ 811.34 USD****Pay by****RECEIVED**
06/13/23**Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410767903076
SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Account # A13XYXAAPUK835**Payment terms** Net 30**Purchase date** 08-Jun-2023**Purchased by** Paul Almonte**Department** Phase 1**Registered business name**

Town of Kindred HOA

Bill to

Town of Kindred CDD PHASE
 3434 colwell ave
 Tampa, FL 33614

Ship to

TOWN OF KINDRED CDD
 1450 DIAMOND LOOP DRIVE
 KISSIMMEE, FL 34744

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	Zogics Wellness Center Cleaning Wipes - Gym Wipes for Cleaning Surfaces and Equipment, Durable and Safe Pre-Saturated Wet Wipes (4,600 Count, 4 Rolls) ASIN: B00YCYF564 Sold by: Zogics, LLC Order # 112-9457720-4361845	1	\$145.95	\$145.95	0.000%
2	Clorox Performance Bleach, 121 Oz, Pack of 3 ASIN: B00C5RIQRK Sold by: JADE TRADING CORPORATION Order # 112-9944785-9334662	1	\$30.99	\$30.99	0.000%

Description	Qty	Unit price	Item subtotal before tax	Tax
3 Lysol Disinfectant Spray, Crisp Linen, 76oz (4X19oz) ASIN: B084GWGX9Y Sold by: SENSATION STORE CORPORATION Order # 112-4118086-0128234	1	\$24.50	\$24.50	0.000%
4 Cottonelle® Professional Standard Roll Toilet Paper (17713), 2-Ply, White, (451 Sheets/Roll, 60 Rolls/Case, 27,060 Sheets/Case) ASIN: B0014C440U Sold by: Amazon.com Services LLC Order # 112-5758999-8647432	1	\$52.88	\$52.88	0.000%
5 Kphico Broom and Dustpan Set,Upright Standing Dust Pan and Broom with 47" Long Handle,Heavy Duty Broom and Dustpan Combo for Home Kitchen Office Lobby ASIN: B0BBZSFSQ7 Sold by: ningbo rongyi yinshuabaozhuang youxiangongsi Order # 112-9457720-4361845	2	\$27.88	\$55.76	0.000%
6 Swiffer 360 Duster Refill, 6 Count (Pack of 2) ASIN: B00PL8ZZYM Sold by: REGO MART INC Order # 112-9457720-4361845	1	\$25.35	\$25.35	0.000%
7 Veco Spray Bottle (5 Pack,24 Oz) with Measurements and Adjustable Nozzle(Mist & Stream Mode), HDPE Plastic Spray Bottles for Cleaning Solution, Househ ASIN: B08X77R7KF Sold by: ShenZhenShiZhiXiangKeJiYouXianGongSi Order # 112-9457720-4361845	1	\$16.99	\$16.99	0.000%
8 Glade Automatic Spray Refill, Air Freshener for Home and Bathroom, Clean Linen, 6.2 Oz, 3 Count ASIN: B07QPCHJ81 Sold by: Amazon.com Services LLC Order # 112-9457720-4361845	1	\$14.84	\$14.84	0.000%
9 Pacific Blue Ultra 8" High-Capacity Recycled Paper Towel Roll by GP PRO (Georgia-Pacific), White, 26490, 1150 Feet Per Roll, 6 Rolls Per Case ASIN: B01M112GD9 Sold by: Amazon.com Services LLC Order # 112-9457720-4361845	1	\$91.02	\$91.02	0.000%

Description	Qty	Unit price	Item subtotal before tax	Tax
10 O-Cedar EasyWring Spin Mop Microfiber Refill (Pack of 4) ASIN: B0143GZ1LE Sold by: Amazon.com Services LLC Order # 112-9457720-4361845	1	\$33.36	\$33.36	0.000%
11 Softsoap Liquid Soap, 1 Gallon ASIN: B00E3VYV1G Sold by: RENEX NY CORP Order # 112-5758999-8647432	2	\$29.39	\$58.78	0.000%
12 Pledge Multi-Surface Cleaner Aerosol Spray, Works on Glass Leather, Granite, Wood, Marble, carpet, floor cleaner, Stainless Steel, Plastic, mop, and More, Rain Shower, 9.7 oz (Pack of 3) With microfiber towels (Pack of 3) by Pine Total Product ASIN: B0B7TY8XYS Sold by: SAJ Custom Design, Inc. Order # 112-7815015-0696259	1	\$39.90	\$39.90	0.000%
13 Softsoap Liquid Soap, 1 Gallon ASIN: B00E3VYV1G Sold by: RENEX NY CORP Order # 112-5758999-8647432	1	\$29.39	\$29.39	0.000%
14 VIREX CBD540557 All Purpose Disinfectant Cleaner - Kills 99.9% of Germs and Eliminates Odors, Ready-to-Use Liquid Refill, 1-Gallon (Pack of 2) ASIN: B077S4YYGM Sold by: Amazon.com Services LLC Order # 112-9457720-4361845	1	\$32.93	\$32.93	0.000%
15 HDX 55 Gallon Clear Heavy-Duty Flap Tie Drum Liner Trash Bags (40-Count) ASIN: B07ZPQV7FJ Sold by: Aziz Hakimi Order # 112-1400419-9297833	5	\$31.74	\$158.70	0.000%

Total before tax	\$811.34
Tax	\$0.00
Amount due	\$811.34

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeld=202036190

INVOICE



Aquatic Weed Management, Inc.
PO Box 1259
Haines City, FL 33845

WATERWEED1@AOL.COM
+1 (863) 412-1919

Kindred 2

Bill to
Kindred 2
Town of Kindred CDD II
c/o Rizzetta & Company
3434 Caldwell Ave. Ste. 200
Tampa, FL 33614

Invoice details
Invoice no.: 16056
Invoice date: 05/26/2023
Terms: Net 15

	Product or service	Amount
1.	Kindred II Monthly pond herbicide maintenance on 1 pond. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.	1 unit x \$350.00 \$350.00
2.	Kindred II B Monthly pond herbicide maintenance on 3 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.	1 unit x \$350.00 \$350.00
Total		\$700.00

Note to customer

The month on the date of the invoice should correspond to the month treatments were made. Thank you!

RECEIVED
05/26/23



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120
FAX: 772/468-9278

RECEIVED

JUN - 7 2023

RECEIVED
JUN - 7 2023

*TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
3434 COLWELL AVENUE
SUITE 200
TAMPA, FL 33614*

*Invoice No. 363172
Date 06/04/2023
Client No. 21534*

Services rendered in connection with the audit of the Basic Financial Statements
as of and for the year ended September 30, 2022.

Total Invoice Amount \$ 3,325.00

RECEIVED
06/07/23

We now accept Visa and MasterCard.

Please enter client number on your check.

Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies Practice Section

Member FICPA

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4091

DATE 05/15/2023

DUE DATE 05/15/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 05/06/2023 to 05/12/2023	24	15.25	366.00
	Service:Administrative fee Administrative fee	1	50.00	50.00T

Work performed the week of 05/06/2023 to 05/12/2023

SUBTOTAL 416.00
TAX 0.00
TOTAL 416.00
BALANCE DUE **\$416.00**

RECEIVED
05/16/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4117

DATE 05/29/2023

DUE DATE 05/29/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service:KINDRED CDD2 Groundskeeper Work performed the week of 05/20/2023 to 05/26/2023	8	23.00	184.00T

Work performed the week of 05/20/2023 to 05/26/2023

SUBTOTAL	184.00
TAX	0.00
TOTAL	184.00
BALANCE DUE	\$184.00

RECEIVED
06/02/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4118

DATE 05/29/2023

DUE DATE 05/29/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 05/20/2023 to 05/26/2023	24	15.25	366.00

Work performed the week of 05/20/2023 to 05/26/2023

SUBTOTAL	366.00
TAX	0.00
TOTAL	366.00
BALANCE DUE	\$366.00

RECEIVED
06/02/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4128

DATE 06/05/2023

DUE DATE 06/05/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service:KINDRED CDD2 Groundskeeper Work performed the week of 05/27/2023 to 06/02/2023	8	23.00	184.00T

Work performed the week of 05/27/2023 to 06/02/2023

SUBTOTAL	184.00
TAX	0.00
TOTAL	184.00
BALANCE DUE	\$184.00

RECEIVED
06/07/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4129

DATE 06/05/2023

DUE DATE 06/05/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 05/27/2023 to 06/02/2023	24	15.25	366.00

Work performed the week of 05/27/2023 to 06/02/2023

SUBTOTAL	366.00
TAX	0.00
TOTAL	366.00
BALANCE DUE	\$366.00

RECEIVED
06/07/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4139
DATE 06/12/2023
DUE DATE 06/12/2023
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service:KINDRED CDD2 Groundskeeper Work performed the week of 06/03/2023 to 06/09/2023	8	23.00	184.00T

Work performed the week of 06/03/2023 to 06/09/2023

SUBTOTAL 184.00
TAX 0.00
TOTAL 184.00
BALANCE DUE **\$184.00**

RECEIVED
06/13/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4140

DATE 06/12/2023

DUE DATE 06/12/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 06/03/2023 to 06/09/2023	24	15.25	366.00
	Service:Administrative fee Administrative fee	1	50.00	50.00T

Work performed the week of 06/03/2023 to 06/09/2023

SUBTOTAL 416.00
TAX 0.00
TOTAL 416.00
BALANCE DUE **\$416.00**

RECEIVED
06/13/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4150

DATE 06/19/2023

DUE DATE 06/19/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 06/10/2023 to 06/16/2023	24	15.25	366.00

Work performed the week of 06/10/2023 to 06/16/2023

SUBTOTAL	366.00
TAX	0.00
TOTAL	366.00
BALANCE DUE	\$366.00

RECEIVED
06/26/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4151

DATE 06/19/2023

DUE DATE 06/19/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service:KINDRED CDD2 Groundskeeper Work performed the week of 06/10/2023 to 06/16/2023	8	23.00	184.00T

Work performed the week of 06/10/2023 to 06/16/2023

SUBTOTAL	184.00
TAX	0.00
TOTAL	184.00
BALANCE DUE	\$184.00

RECEIVED
06/26/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4160
DATE 06/26/2023
DUE DATE 06/26/2023
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial CDD2 Work performed the week of 06/17/2023 to 06/23/2023	24	15.25	366.00

Work performed the week of 06/17/2023 to 06/23/2023

SUBTOTAL	366.00
TAX	0.00
TOTAL	366.00
BALANCE DUE	\$366.00

RECEIVED
06/26/23

Dallos Services Inc.
199 Westmoreland Cir
Kissimmee, FL 34744
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzeta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 4161

DATE 06/26/2023

DUE DATE 06/26/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service:KINDRED CDD2 Groundskeeper Work performed the week of 06/17/2023 to 06/23/2023	8	23.00	184.00T

Work performed the week of 06/17/2023 to 06/23/2023

SUBTOTAL	184.00
TAX	0.00
TOTAL	184.00
BALANCE DUE	\$184.00

RECEIVED
06/26/23

FOUNTAIN DESIGN GROUP, INC.
 7628 NW 6TH AVENUE
 BOCA RATON, FL 33487
 561-994-3939
 7628 NW 6TH AVENUE

Invoice

Date	Invoice #
6/7/2023	30303A

Bill To
TOWN OF KINDRED CDD 11 c/o RIZZETTA & COMPANY 3434 COLWELL AVENUE, STE. 200 TAMPA, FL. 33614

Ship To
TOWN OF KINDRED CDDE 11 , FL

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Due on receipt	SC	6/7/2023		BW	

Qty	Description	Rate	Amount
	QUARTERLY FOUNTAIN CLEANING SERVICE	190.00	190.00
	SALES TAX	7.00%	0.00

RECEIVED
 06/07/23

Balance Due		\$190.00
--------------------	--	----------

Envera

8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0743

Invoice	
Invoice Number 727988	Date 05/01/2023
Customer Number 400477	Due Date 06/01/2023

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Town of Kindred CDD II	400477		05/01/2023	06/01/2023

Quantity	Description	Months	Rate	Amount
<i>2404 - CCTV - Town of Kindred CDD II - Phase 2 Amenity, Kissimmee, FL</i>				
1.00	Active Video Monitoring 06/01/2023 - 06/30/2023	1.00	\$500.00	\$500.00
1.00	Data Management 06/01/2023 - 06/30/2023	1.00	\$250.00	\$250.00
1.00	Service & Maintenance 06/01/2023 - 06/30/2023	1.00	\$314.23	\$314.23
			Subtotal:	\$1064.23
Tax				\$0.00
Payments/Credits Applied				\$0.00
			Invoice Balance Due:	\$1064.23

RECEIVED
05/01/23

Date	Invoice #	Description	Amount	Balance Due
5/1/2023	727988	Alarm Monitoring Services	\$1064.23	\$1064.23

Envera

8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0743

Invoice	
Invoice Number 727988	Date 05/01/2023
Customer Number 400477	Due Date 06/01/2023

Net Due: \$1,064.23
Amount Enclosed: _____

Town of Kindred CDD II
C/O Rizzetta & Co.
3434 Colwell Ave Ste 200
Tampa, FL 33614

REMIT TO: Envera
PO Box 2086
Hicksville, NY 11802

IPFS CORPORATION

(IPFS)
 400 NORTHRIDGE ROAD
 SUITE 450
 ATLANTA, GA 30350
 (800)584-9969 - FAX: (770)225-2866

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
 ACCOUNT NO. IN ALL
 CORRESPONDENCE

ACCOUNT NUMBER

GAA-D21552

Dear Customer,

Thank you for the opportunity to finance your insurance premium. Per your request, we have paid the premium balance due on the policy listed below, less your down payment, to either the insurer or your agent as instructed by your agent. Your payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment.

- Payment Instructions:**
1. All payments must be made payable to IPFS CORPORATION
 2. To ensured proper credit to your account, write your account number on your check and return the proper coupon with your payment.
 3. Be sure your payment is mailed in time to reach our office by your due date.
 4. Mail your payment to the address on the coupon.



1-0.1600 00000D9RP954O 1/1 BIN:0 0-104

INSURED

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE SUITE 200
 TAMPA, FL 33614

AGENT

EGIS INSURANCE & RISK ADVISORS
 150 E PALMETTO PARK RD
 SUITE 705
 BOCA RATON, FL 33432-4827

1-0.1600 00000D9RP954O 1/1 BIN:0 0-104

DISCLOSURE	
TOTAL PREMIUMS	\$30,017.00
DOWN PAYMENT	\$3,001.70
AMOUNT FINANCED	\$27,015.30
FINANCE CHARGE	\$902.78
ASSESSMENTS	\$94.85
TOTAL PAYMENTS	\$28,012.93
NUMBER OF PAYMENTS	11
PAYMENT AMOUNT	\$2,546.63
ANNUAL % RATE	6.600
ACCEPTANCE DATE	10/05/22

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	11/01/22	\$2,546.63
2	12/01/22	\$2,546.63
3	01/01/23	\$2,546.63
4	02/01/23	\$2,546.63
5	03/01/23	\$2,546.63
6	04/01/23	\$2,546.63
7	05/01/23	\$2,546.63
8	06/01/23	\$2,546.63
9	07/01/23	\$2,546.63
10	08/01/23	\$2,546.63
11	09/01/23	\$2,546.63

The terms and conditions of your premium finance agreement govern this loan. If for any reason you did not authorize this request for financing of your insurance premium, notify us immediately at the address or telephone number shown above.



SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, I.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
PENDING	10/01/22	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	PKG	12	\$30,017.00

**Make online payments or view account information at www.ipfs.com.
 Please use access code L99JR558 to register (first time users).**



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123577540
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 14211 BRIDGE BROOK DRIVE FTN
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

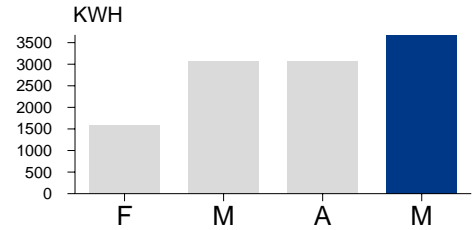
Previous Balance
-\$341.97
-
Payments
\$0.00
+
Current Charges
\$597.97
=
Balance Due
\$256.00

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$471.75
Electric	\$494.19
Fuel Adjustment	-\$33.52
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$126.22
TOTAL CURRENT CHARGES	\$597.97

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 118.71 kWh/Day
 Daily Avg. Cost - \$15.22



METER DATA

Meter #:	0160646597
Current:	11,414 on 05/09/23
Previous:	7,734 on 04/08/23
Total Usage:	3,680 kWh
Days Of Service:	31

MESSAGE from KUA

PLEASE BE ADVISED:

Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123577540	Past Due Pay Now \$0.00	Late Fee After 06/03/23 \$12.80
Total Amount Due 06/03/23		\$256.00



0025607991

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



Payment Receipt

Your payment has been accepted.

Confirmation #	1030273691
Payment Type	Business Utility Bill
Account #	002388214-123577540
Status	Accepted
Payment Date	Jun 7, 2023 – 9:24:04 AM
Payment Method	Checking Account *****7299
Payment Amount	\$264.52

Town of Kindred CDD II
Kissimmee Utility Authority Summary
Month: 05/23 Electric 05/23 Dated: 05/16/23
For: 04/08/23 - 05/08/23 Due: 06/03/23

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002388214-123503590	Electric	19891 Red Canyon Dr. FTN	53100-4307	\$ 4,016.78
002388214-123522510	Electric	15171 Park Side Ave. FTN1	53100-4301	\$ 689.17
002388214-123522520	Electric	15351 Park Side Ave FTN2	53100-4301	\$ 666.29
002388214-123539490	Irrigation	14951 Southbury Dr IRRIG1	53100-4301	\$ 13.40
002388214-123539500	Irrigation	19541 Fountains Dr IRRIG2	53100-4301	\$ 13.23
002388214-123539510	Irrigation	15001 Jadewood Way IRRIG3	53100-4301	\$ 13.40
002388214-123539940	Irrigation	17701 Copinger Ter IRRIG5	53100-4301	\$ 28.53
002388214-123539950	Irrigation	17661 Red Canyon Dr IRRIG6	53100-4301	\$ 13.23
002388214-123539960	Irrigation	14481 Riverboat Dr IRRIG7	53100-4301	\$ 13.53
002388214-123545790	Irrigation	1650 Southbury Dr. Amenity	53100-4301	\$ 1,969.72
002388214-123552150	Irrigation	15851 Park Side Avenue	53100-4301	\$ 13.23
002388214-123552160	Irrigation	18601 Egret Meadows Ave IRRIG	53100-4301	\$ 13.87
002388214-123577550	Electric	21481 Ranch Side Road FTN	53100-4307	-
			001-53100-4301	\$ 3,447.60
			001-53100-4307	\$ 4,016.78
			Total	\$ 7,464.38
		Match amounts on bank statement		



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

SCAN TO



PAY BILL

Customer ID – Account ID: 002388214-123503590
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 19891 RED CANYON DRIVE FTN/VL PH2
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

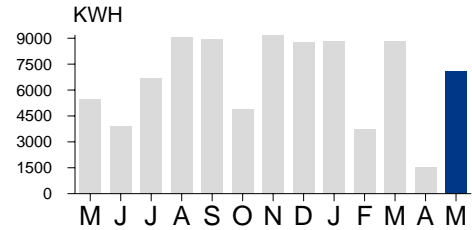
Previous Balance
\$3,139.75
-
Payments
\$3,139.75
+
Current Charges
\$4,016.78
=
Balance Due
\$4,016.78

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$3,285.22
Electric	\$950.50
Outdoor Lighting Charge	\$2,414.00
Fuel Adjustment	-\$90.36
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$731.56
TOTAL CURRENT CHARGES	\$4,016.78

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 228.32 kWh/Day
 Use One Year Ago - 175.71 kWh/Day
 Daily Avg. Cost - \$105.97



SERVICE TYPE

	Meter Id	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	0160854153	05/09/23	77,693	04/08/23	70,615	1	7,078	31
Demand	0160854153	05/09/23	13.45	04/08/23	13.45	1	13.45	31

MESSAGE from KUA

PLEASE BE ADVISED:

Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID
 002388214-123503590

Past Due Pay Now
 \$0.00

Due Date
 06/03/23

Total Amount Due

\$4,016.78

* \$4,016.78 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607403

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235035900004016780004186532023060380



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



PAY BILL

Customer ID – Account ID: 002388214-123522510
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15171 PARK SIDE AVENUE FTN1
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

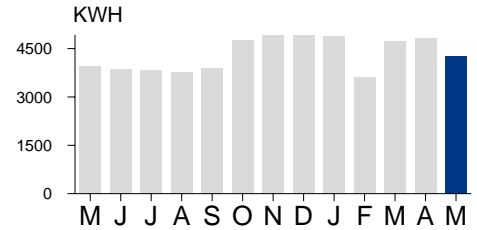
Previous Balance \$780.42
-
Payments \$780.42
+
Current Charges \$689.17
=
Balance Due \$689.17

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$543.60
Electric	\$571.27
Fuel Adjustment	-\$38.75
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$145.57
TOTAL CURRENT CHARGES	\$689.17

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 137.22 kWh/Day
 Use One Year Ago - 127.77 kWh/Day
 Daily Avg. Cost - \$17.54



METER DATA

Meter #:	0162804246
Current:	103,274 on 05/09/23
Previous:	99,020 on 04/08/23
Total Usage:	4,254 kWh
Days Of Service:	31

MESSAGE from KUA

PLEASE BE ADVISED:

Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123522510	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$689.17

* \$689.17 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607531

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235225100000689170000718702023060350



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123522520
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15351 PARK SIDE AVENUE FTN2
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

PAY BILL

BILL SUMMARY

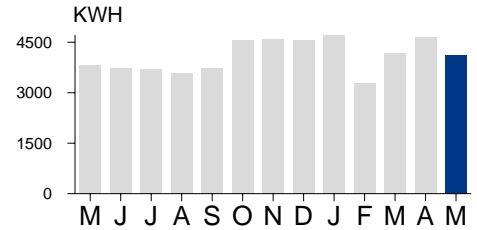
Previous Balance \$752.97 -
 Payments \$752.97 +
 Current Charges \$666.29 =
 Balance Due \$666.29

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$525.57
Electric	\$551.93
Fuel Adjustment	-\$37.44
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$140.72
TOTAL CURRENT CHARGES	\$666.29

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 132.58 kWh/Day
 Use One Year Ago - 123.32 kWh/Day
 Daily Avg. Cost - \$16.95



METER DATA

Meter #:	0162804245
Current:	98,730 on 05/09/23
Previous:	94,620 on 04/08/23
Total Usage:	4,110 kWh
Days Of Service:	31

MESSAGE from KUA

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PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123522520	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$666.29

* \$666.29 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607532

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235225200000666290000694842023060380



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539490
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 14951 SOUTHBURY DRIVE IRRIG1
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

PAY BILL

BILL SUMMARY

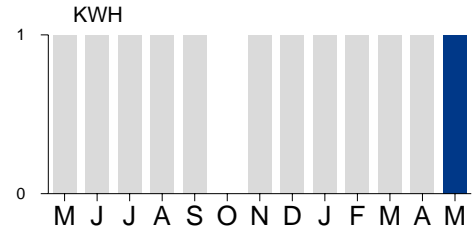
Previous Balance \$13.40 -
 Payments \$13.40 +
 Current Charges \$13.40 =
 Balance Due \$13.40

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.21
Electric	\$0.14
Fuel Adjustment	-\$0.01
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.19
TOTAL CURRENT CHARGES	\$13.40

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.03 kWh/Day
 Use One Year Ago - 0.03 kWh/Day
 Daily Avg. Cost - \$0.36



METER DATA

Meter #:	0157336645
Current:	16 on 05/09/23
Previous:	15 on 04/08/23
Total Usage:	1 kWh
Days Of Service:	31

MESSAGE from KUA

PLEASE BE ADVISED:

Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539490	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.40

* \$13.40 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607582

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235394900000013400000013962023060300



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539500
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 19541 FOUNTAINS DRIVE IRRIG2
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

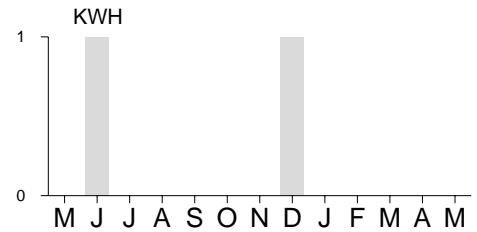
Previous Balance \$13.23
-
Payments \$13.23
+
Current Charges \$13.23
=
Balance Due \$13.23

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.00 kWh/Day
 Use One Year Ago - 0.00 kWh/Day
 Daily Avg. Cost - \$0.36



METER DATA

Meter #:	0160656730
Current:	2 on 05/09/23
Previous:	2 on 04/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

PLEASE BE ADVISED:

Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539500	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607583

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235395000000013230000013782023060360



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539510
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15001 JADEWOOD WAY IRRIG3
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

PAY BILL

BILL SUMMARY

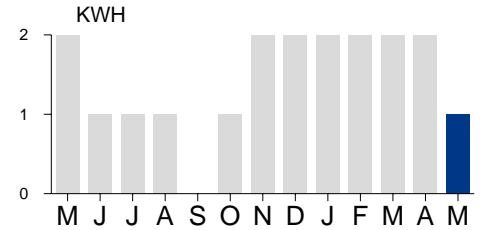
Previous Balance \$13.53 -
 Payments \$13.53 +
 Current Charges \$13.40 =
 Balance Due \$13.40

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.21
Electric	\$0.14
Fuel Adjustment	-\$0.01
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.19
TOTAL CURRENT CHARGES	\$13.40

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.03 kWh/Day
 Use One Year Ago - 0.06 kWh/Day
 Daily Avg. Cost - \$0.36



METER DATA

Meter #:	0157340236
Current:	28 on 05/09/23
Previous:	27 on 04/08/23
Total Usage:	1 kWh
Days Of Service:	31

MESSAGE from KUA

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PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539510	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.40

* \$13.40 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607584

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235395100000013400000013962023060360



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539940
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 17701 COPINGER TERRACE IRRIG5
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

PAY BILL

BILL SUMMARY

Previous Balance \$0.00 -
 Payments \$0.00 +
 Adjustments \$15.00 +
 Current Charges \$13.53 =
 Balance Due \$28.53

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.32
Electric	\$0.26
Fuel Adjustment	-\$0.02
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.21
TOTAL CURRENT CHARGES	\$13.53
ADJUSTMENTS	\$15.00
Move-In Charge	\$15.00

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.05 kWh/Day
 Daily Avg. Cost - \$0.28



METER DATA

Meter #:	0160657063
Current:	2 on 05/09/23
Previous:	0 on 03/30/23
Total Usage:	2 kWh
Days Of Service:	40

MESSAGE from KUA

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Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539940	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$28.53

* \$28.53 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607166

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235399400000028530000029102023060320



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539950
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 17661 RED CANYON DRIVE IRRIG6
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

Previous Balance \$13.23 -
 Payments \$13.23 +
 Current Charges \$13.23 =
 Balance Due \$13.23

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

METER DATA

Meter #:	0157341056
Current:	0 on 05/09/23
Previous:	0 on 04/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

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Following a March public hearing, Kissimmee Utility Authority updated its Electric Service Tariffs. The updates are meant to reduce certain fees that are no longer necessary due to efficiencies gained through our AMI system. **EFFECTIVE MAY 1, 2023**, we are now asking our customers that require service at their location to pay for the trip. To learn more [visit kua.com/rates](http://kua.com/rates).



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539950	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607167

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235399500000013230000013782023060310



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



Customer ID – Account ID: 002388214-123539960
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 14481 RIVERBOAT DRIVE IRRIG7
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

PAY BILL

BILL SUMMARY

Previous Balance \$13.23 -
 Payments \$13.23 +
 Current Charges \$13.53 =
 Balance Due \$13.53

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.32
Electric	\$0.26
Fuel Adjustment	-\$0.02
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.21
TOTAL CURRENT CHARGES	\$13.53

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.06 kWh/Day
 Use One Year Ago - 0.00 kWh/Day
 Daily Avg. Cost - \$0.37



METER DATA

Meter #:	0157341057
Current:	2 on 05/09/23
Previous:	0 on 04/08/23
Total Usage:	2 kWh
Days Of Service:	31

MESSAGE from KUA

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PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123539960	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.53

* \$13.53 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607168

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235399600000013530000014102023060360



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com



PAY BILL

Customer ID – Account ID: 002388214-123545790
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 1650 SOUTHBURY DRIVE AMENITY
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

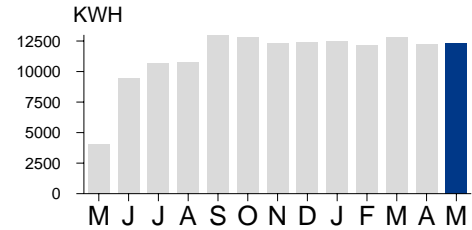
Previous Balance
\$1,962.59
-
Payments
\$1,962.59
+
Current Charges
\$1,969.72
=
Balance Due
\$1,969.72

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$1,552.43
Electric	\$1,653.52
Fuel Adjustment	-\$112.17
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$417.29
TOTAL CURRENT CHARGES	\$1,969.72

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 397.19 kWh/Day
 Use One Year Ago - 129.67 kWh/Day
 Daily Avg. Cost - \$50.08



SERVICE TYPE

	Meter Id	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	0166426739	05/09/23	149,711	04/08/23	137,398	1	12,313	31
Demand	0166426739	05/09/23	24.32	04/08/23	23.81	1	24.32	31

MESSAGE from KUA

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PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID
 002388214-123545790

Past Due Pay Now
 \$0.00

Due Date
 06/03/23

Total Amount Due

\$1,969.72

* \$1,969.72 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607658

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235457900001969720002054152023060330



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

SCAN TO



PAY BILL

Customer ID – Account ID: 002388214-123552150
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 15851 PARK SIDE AVENUE IRRIG
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

BILL SUMMARY

Previous Balance \$13.23	-	Payments \$13.23	+	Current Charges \$13.23	=	Balance Due \$13.23
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CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.08
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.15
TOTAL CURRENT CHARGES	\$13.23

METER DATA

Meter #:	0163778092
Current:	0 on 05/09/23
Previous:	0 on 04/08/23
Total Usage:	0 kWh
Days Of Service:	31

MESSAGE from KUA

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Page 1 of 2



PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123552150	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.23

* \$13.23 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607767

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235521500000013230000013782023060320



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
www.kua.com



Customer ID – Account ID: 002388214-123552160
 Customer Name: TOWN OF KINDRED CDD II
 Service Address: 18601 EGRET MEADOWS AVENUE IRRIG
 Bill Date: 05/16/23
 Next Scheduled Read Date: 06/08/23

PAY BILL

BILL SUMMARY

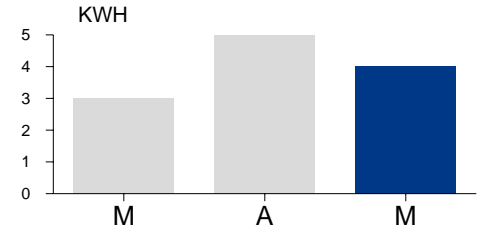
Previous Balance
\$14.03
-
Payments
\$14.03
+
Current Charges
\$13.87
=
Balance Due
\$13.87

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.58
Electric	\$0.54
Fuel Adjustment	-\$0.04
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.29
TOTAL CURRENT CHARGES	\$13.87

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.12 kWh/Day
 Daily Avg. Cost - \$0.37



METER DATA

Meter #:	0157343472
Current:	12 on 05/09/23
Previous:	8 on 04/08/23
Total Usage:	4 kWh
Days Of Service:	31

MESSAGE from KUA

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PO Box 423219
 Kissimmee, FL 34742-3219

Customer ID – Account ID 002388214-123552160	Past Due Pay Now \$0.00	Due Date 06/03/23
Total Amount Due		\$13.87

* \$13.87 will be drafted from your bank account on 6/3/2023 via E-Payment.



0025607768

TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY, INC
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

Make Checks Payable To:

KISSIMMEE UTILITY AUTHORITY
 DEPT. 96
 P.O. BOX 2252
 BIRMINGHAM, AL 35246-0096



0023882141235521600000013870000014452023060340

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3225772

Client Matter No. 20123-1

Notification Email: eftgroup@kutakrock.com

Ms. Belinda Blandon
Town of Kindred II CDD
Rizzetta & Company, Inc.
Suite 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3225772
20123-1

Re: General Counsel/Monthly Meeting

For Professional Legal Services Rendered

04/01/23	W. Haber	0.50	147.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
04/05/23	S. Sandy	0.90	265.50	Review Series 2021 project acquisition payments; follow-up on request from Rowan regarding debt service release fund conditions
04/12/23	S. Sandy	0.80	236.00	Prepare for board meeting; confer with Gallo regarding same; prepare resolution to set public hearing on uniform method for expansion area
04/12/23	D. Wilbourn	0.20	38.00	Confer with district staff regarding 170.08 assessment resolution
04/13/23	S. Sandy	2.70	796.50	Prepare for and attend board meeting; conduct follow-up regarding same; review draft minutes
04/13/23	A. Willson	0.20	59.00	Confer regarding public hearing notice requirements

KUTAK ROCK LLP

Town of Kindred II CDD
May 31, 2023
Client Matter No. 20123-1
Invoice No. 3225772
Page 2

04/14/23	D. Wilbourn	0.50	95.00	Prepare notice of master assessments for expansion area
04/18/23	D. Wilbourn	0.80	152.00	Prepare notice of uniform method hearing; prepare uniform method adopting resolution
04/25/23	S. Sandy	0.60	177.00	Prepare notice of public hearing on uniform method and resolution for same
04/25/23	D. Wilbourn	0.90	171.00	Prepare uniform method resolution and hearing notice; transmit same to district manager
04/26/23	M. Rigoni	0.90	238.50	Perform meeting follow-up; research status of debt service reserve releases and confer with Yi regarding same
04/26/23	D. Wilbourn	0.30	57.00	Confer regarding board meeting follow-up
04/27/23	M. Rigoni	0.70	185.50	Review notice of master assessments on expansion parcels
04/27/23	S. Sandy	0.30	88.50	Review records and correspondence regarding debt service release conditions; review notice of assessment; confer with Rigoni regarding same

TOTAL HOURS 10.30

TOTAL FOR SERVICES RENDERED \$2,707.00

TOTAL CURRENT AMOUNT DUE \$2,707.00

RECEIVED
05/31/23



Invoice

Date	Invoice #
6/13/2023	2735

Bill To
Kindred Phase 2 CDD C/o Rizzetta & Co 8529 South Park Circle Suite 330 Orlando, FL 32819

Terms	Due Date
	6/13/2023

Description	Cost	Deposit %	Amount Due
Christmas decorations - Materials, installation and removal	1,430.00	50.00%	715.00
Storage 2024	100.00	50.00%	50.00

RECEIVED
06/13/23

	Subtotal	\$765.00
	Sales Tax (7.0%)	\$0.00
	Total	\$765.00
	Payments/Credits	\$0.00
	Balance Due	

Nelson's Christmas Decorating, Inc.
353 Brightview Drive
Lake Mary, Florida 32746

Invoice Details

Billed Account Name: Town Of Kindred Cdd li
 Billed Account Number: CU00160414
 Invoice Number: 072247418000
 Invoice Amount: \$2,081.00
 Billing Period: 04/01/23 - 04/30/23
 Due Date: 05/30/23

INVOICE

Page 1 of 2

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
04/06/23	OSC72247418	Classified Listings, Display, Online Advertising 7402978				2,081.00



Invoice Total: \$2,081.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
2,081.00	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 04/01/23 - 04/30/23
 Billed Account Name: Town Of Kindred Cdd li
 Billed Account Number: CU00160414
 Invoice Number: 072247418000

Return Service Requested

TOWN OF KINDRED CDD II
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel
 PO Box 8023
 Willoughby, OH 44096



Orlando Sentinel

MEDIA GROUP

Published Daily
ORANGE County, Florida

RECEIVED
APR 12 2023

Sold To:

Town of Kindred CDD II - CU00160414
3434 Colwell Avenue, Suite 200
Tampa, FL, 33614

Bill To:

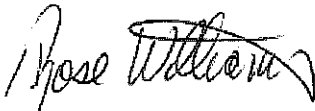
Town of Kindred CDD II - CU00160414
3434 Colwell Avenue, Suite 200
Tampa, FL, 33614

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Apr 06, 2023.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Rose Williams

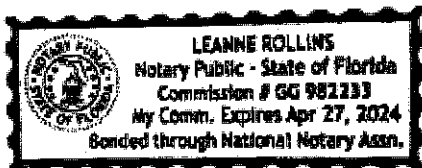
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 6 day of April, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

RECEIVED
APR 12 2023

Client Name: Town of Kindred CDD II
Advertiser: Main News/A013/FLA
Section/Page/Zone: Section 1/2023/FLA
Description: Description:
Ad Number: 7402978-1
Insertion Number: 3 x 21
Size: B&W
Color Type: Color Type:

Orlando Sentinel

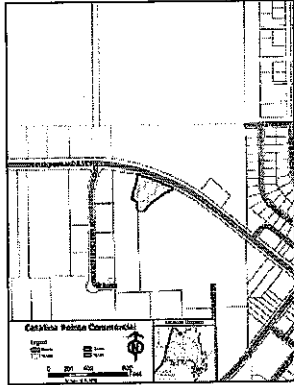
Publication Date: 04/06/2023

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated, or in any way exploit or repurpose any content.

PUBLIC HEARINGS NOTICE FOR REQUESTS BEFORE THE CITY OF DELTONA PLANNING & ZONING ADVISORY BOARD AND DELTONA CITY COMMISSION

The City of Deltona, Florida will hold public hearings on the following:
ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP TO REZONE A 1.75-ACRE PORTION OF LAND LOCATED AT 2556 HOWLAND BULEVARD FROM BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) TO CITY OF DELTONA RETAIL COMMERCIAL DISTRICT (C-1); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.



Public hearings will be held as follows:

- Planning and Zoning Board - April 18, 2023 at 6:00 p.m.
- City Commission - May 18, 2023 at 6:30 p.m. (Final Reading)
- City Commission - June 19, 2023 at 6:30 p.m. (Adoption Hearing)

at City Hall, 2345 Providence Boulevard, Deltona, Florida. All interested parties are invited to provide their comments, views and objections to the Deltona Planning and Zoning Board and/or City Commission (as part of the public hearing). The failure of a person to appear during said public hearing(s) and to object either in person or by writing to said case may severely restrict the ability of such a person to contest it at a later date.

The associated paperwork may be inspected by the public at the Deltona City Hall, 2345 Providence Blvd., Deltona, Florida, Monday - Friday, 9:00 a.m. - 5:00 p.m. For further information, contact the City Clerk's Office at (386) 878-8500. The date, time and place of any continuance of the above scheduled public hearing(s) will be announced at said public hearing(s) and no further notice regarding said continuance is required to be published.

If a person decides to appeal any decision made by the Deltona City Commission with respect to any matter considered at such meeting or hearing(s), he or she will need a record of the proceedings for such purpose. It is the responsibility of the appellant to obtain such a record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide this verbatim record.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Ruffery, 45 hours in advance of the meeting date and time at (386) 878-8500.

All parties in interest and persons for or against aforementioned items will be given an opportunity to be heard at said public hearing(s).

If you should have any questions regarding the above ad, please contact my office at (386) 878-8500. Thank you.
Sincerely,
Joyce Ruffery
City Secretary
City Clerk

PUBLIC NOTICE

ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT DIVISION HOUSING CHOICE VOUCHER PROGRAM (HCV-SECTION 8)

The Orange County Housing and Community Development Division will be accepting pre-applications to establish a waiting list of eligible applicants for assistance under the Section 8 program. The Section 8 program is a subsidized rental assistance program for extremely low-income families. The amount of the monthly rental subsidy will be based on the gross monthly household income of the applicant. All applicants must comply with the eligibility requirements below.

ELIGIBILITY REQUIREMENTS:

If your gross annual household income exceeds the amount indicated below for your household size, you are not eligible to apply for assistance under this program.

Household Size	1	2	3	4	5	6	7	8
Annual Income	29,050	33,200	37,350	41,500	44,800	48,100	51,400	54,750

Documentation verifying the above eligibility requirements will be requested for those placed on the waiting list at the time of the eligibility interview.

HOW DO I APPLY?

To apply, please complete the pre-application which is available on-line at www.waitlistcheck.com/FL1280 On-line applications will be accepted only during the application period of May 9, 2023 through May 11, 2023 from 9:00 a.m. to 5:00 p.m. The link will close at 5:00 p.m. on May 11, 2023.

Once you have successfully completed the pre-application, please print the application confirmation that appears on the last page of the process. The final waitlist of 1,000 applicants will be determined using a random lottery. Only persons selected in the lottery will receive written notification of their status when the lottery has been completed. Applicants not selected in this lottery will not move forward in the process, however, may reapply when the waitlist application period reopens. If you move after submitting the pre-application, it is your responsibility to submit a change of address in writing to our office.

We encourage you to use your own computer or mobile device to complete the pre-application. If you do not have a personal computer to complete the pre-application, staff will be available at 625 E. South Street to assist with the pre-application process from May 9, 2023 through May 11, 2023.

Applicants not selected in this lottery will not move forward in the process, however, may reapply when the waitlist application period reopens.

Hand delivered or mail delivered pre-application will not be accepted. Any household that submits more than one pre-application will be disqualified.

FOR MORE INFORMATION:

If you need additional assistance or have any questions, please call 407-836-5150. You may also contact us via e-mail at Sheila.Tomenga@ocfd.net or Kim.Boettner@ocfd.net

Section 208.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to secure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631. Para más información en español, por favor llame al (407) 836-3111. Para más información en español, por favor llame al (407) 836-3111. Para más información en español, por favor llame al (407) 836-3111.

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

NOTICE OF PUBLIC MEETING OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

Notice is hereby given that the Board of Supervisors ("Board") of the Town of Kindred Community Development District II ("District") will hold public hearings on April 13, 2023, at 10:30 a.m. at the Osceola County Courthouse, 1 Courthouse Square, Suite 4700 CDD Shared Conference Room #4021, Maitland, Florida 32751.

The public hearings are being held for the necessary public purpose of considering the adoption of an assessment roll, the imposition of special assessments to pay a proposed bond on benefited lands within the District, a portion of which lands is shown below, and to provide for the levy, collection and enforcement of the special assessments. The streets and areas to be improved are geographically depicted below and described in the Attachment #1, Assessment Report for the Town of Kindred Community Development District II, dated February 9, 2023, and prepared by Boylston Engineering, Inc. ("Improvement Plan"). The public hearings are being conducted pursuant to Chapters 170, 196 and 197, Florida Statutes. A description of the property to be assessed and the amount to be assessed to each parcel or parcel of property may be ascertained at the Office of District Manager located at 1901 E. Highway 9, Suite 100, Deltona, Florida 32925, or at the District Manager's Office.

The District is a unit of special-purpose local government established for providing infrastructure improvements for lands within the District. The infrastructure improvements for the Extension Area (hereinafter referred to as "benefited lands") currently expected to include, but are not limited to, utility facilities, streetlights, and other improvements, as shown on the map of the Extension Area, and as more fully detailed in the Improvement Plan ("Improvement Plan"), on the area within the District. The District has the authority to incur the cost of such improvements to the extent of the amount of the special assessments levied on the benefited lands within the District.

The District intends to impose assessed taxes on the benefited lands within the District in the next calendar year. The Board of Supervisors will hold a public meeting on April 13, 2023, at 10:30 a.m. at the Osceola County Courthouse, 1 Courthouse Square, Suite 4700 CDD Shared Conference Room #4021, Maitland, Florida 32751, and prepared by Boylston Engineering, Inc. ("Assessment Report").

The purpose of a special assessment is to secure the benefits of the improvements. As described in more detail in the Assessment Report, the District's assessment will be levied against all benefited lands within the Extension Area (as defined in the Assessment Report) which includes, but is not limited to, all parcels of land located within the Extension Area. The District's assessment will be levied against all benefited lands within the Extension Area, and will be collected on a calendar year basis. The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis. The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis.

The amount of special assessment levied against a parcel will be based on the improvement value of the parcel as determined by the District. The District has the authority to impose special assessments on benefited lands within the Extension Area, and will be collected on a calendar year basis. The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis.

The amount of special assessment levied against a parcel will be based on the improvement value of the parcel as determined by the District. The District has the authority to impose special assessments on benefited lands within the Extension Area, and will be collected on a calendar year basis. The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis.

Product Type	No. of Units	ESB (per unit)	Maximum Principal (per unit)	Maximum Annual Installment (per unit)
Transmission	297	0.60	\$32490	\$2416
Single Family	874	1.00	\$87222	\$7320

Amount includes estimated collection fees and early payment discounts when collected on the Osceola County Tax Roll, which may fluctuate.

The assessments may be prepaid in whole or in part, or may be paid in 120 equal monthly installments. The amount of special assessment levied against a parcel will be based on the improvement value of the parcel as determined by the District. The District has the authority to impose special assessments on benefited lands within the Extension Area, and will be collected on a calendar year basis.

The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis. The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis. The assessment will be levied on all benefited lands within the Extension Area, and will be collected on a calendar year basis.

At the public meeting, the Board will hold a public meeting to consider any other business that may be conducted by the District.

The Board meeting and public hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and public hearings will be held in accordance with the provisions of Florida law for community development districts. The Board meeting and public hearings will be held in accordance with the provisions of Florida law for community development districts.

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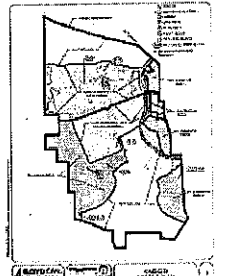
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Invoice Details

Billed Account Name: Town Of Kindred Cdd Ii
 Billed Account Number: CU00160414
 Invoice Number: 073740595000
 Invoice Amount: \$693.86
 Billing Period: 05/01/23 - 05/31/23
 Due Date: 06/30/23
All past due amounts are payable immediately



RECEIVED

JUN 12 2023

INVOICE

Invoice Details

05/17/23	OSC73740595	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7431119	346.93
05/18/23	OSC73740595	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7431130	346.93

Invoice Total: \$693.86

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
693.86	2,081.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 05/01/23 - 05/31/23
 Billed Account Name: Town Of Kindred Cdd Ii
 Billed Account Number: CU00160414
 Invoice Number: 073740595000

Return Service Requested

1126000231 PRESORT 231 1 SP 0.800 P3C1

TOWN OF KINDRED CDD II
 3434 COLWELL AVENUE SUITE 200
 TAMPA FL 33614-8390

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Orlando Sentinel
 PO Box 8023
 Willoughby, OH 44096



Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
6/1/2023	INV0000080710

Bill To:

Town of Kindred II CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
June	Upon Receipt	00552

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,500.00	\$1,500.00
Administrative Services	1.00	\$375.00	\$375.00
Financial & Revenue Collections	1.00	\$300.00	\$300.00
Management Services	1.00	\$1,675.00	\$1,675.00
Website Compliance & Management	1.00	\$100.00	\$100.00
Subtotal			\$3,950.00
Total			\$3,950.00

RECEIVED
 05/26/23

May 21, 2023
Invoice Number: 2038320052123
Account Number: **8337 10 022 2038320**

Auto Pay Notice

Service At: 1650 SOUTHBURY DR
KISSIMMEE FL 34744-6436

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

Summary *Service from 05/21/23 through 06/20/23
details on following pages*

Previous Balance	107.96
Payments Received -Thank You!	-107.96
Remaining Balance	\$0.00
Spectrum Business™ Internet	127.97
Spectrum Business™ Voice	19.99
Current Charges	\$147.96
<i>YOUR AUTO PAY WILL BE PROCESSED 06/07/23</i>	
Total Due by Auto Pay	\$147.96

NEWS AND INFORMATION

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT: Effective 05/04/2023, updates were made to our billing system. As a result of this update, you have received a new account number which can be found in the upper left corner of your monthly billing statement.

As a Spectrum Business customer, your account number enables you to pay online, view recent activity, sign up for paperless billing, and much more. If you are an existing user, your login credentials remain the same, and no action is required on your part.

If you are not an existing user, you may go to www.SpectrumBusiness.net/ and create a username.

Please keep your new account number accessible for future reference. If you have automatic bill payment set up or online banking, don't forget to update this information with your financial institution to ensure payment processing.

For more information, visit www.SpectrumBusiness.net/support/category/my-account or call **1-800-314-7195**.



Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

Auto Pay. Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8337 1000 NO RP 21 05222023 NNNNNNNN 01 985820

TOWN OF KINDRED 2CDD
1650 SOUTHBURY DR
KINDRED FL 34744-6436

May 21, 2023
TOWN OF KINDRED 2CDD

Invoice Number: 2038320052123
Account Number: 8337 10 022 2038320
Service At: 1650 SOUTHBURY DR
KISSIMMEE FL 34744-6436

Total Due by Auto Pay **\$147.96**

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186



TOWN OF KINDRED 2CDD
 Invoice Number: 2038320052123
 Account Number: 8337 10 022 2038320

Contact Us
 Visit us at SpectrumBusiness.net
 Or, call us at 1-866-519-1263

8337 1000 NO RP 21 05222023 NNNNNNNN 01 985820

Charge Details

Previous Balance		107.96
EFT Payment	05/07	-107.96
Remaining Balance		\$0.00

Payments received after 05/21/23 will appear on your next bill.

Service from 05/21/23 through 06/20/23

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 5	29.99
Spectrum Business Internet Ultra	199.99
Promotional Discount	-110.00
Business WiFi	7.99
	\$127.97

Spectrum Business™ Internet Total **\$127.97**

Spectrum Business™ Voice

Phone number (407) 483-8760

Spectrum Business Voice	49.99
Promotional Discount	-30.00
Voice Mail	0.00
	\$19.99

For additional call details,
 please visit SpectrumBusiness.net

Spectrum Business™ Voice Total **\$19.99**

Current Charges \$147.96
Total Due by Auto Pay \$147.96

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

The following taxes, fees and surcharges are included in the price of the applicable service - . FEES AND CHARGES: E911 Fee \$0.40, Federal USF \$0.99, Florida CST \$2.28, Sales Tax \$0.02, TRS Surcharge \$0.10.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.



Continued on the next page...

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support



For questions or concerns, please call **1-866-519-1263**.





Invoice Number: 2038320052123
Account Number: 8337 10 022 2038320

TOWN OF KINDRED 2CDD

Contact Us

Visit us at [SpectrumBusiness.net](https://www.spectrumbusiness.net)
Or, call us at 1-866-519-1263

8337 1000 NO RP 21 05222023 NNNNNNNN 01 985820

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures: If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.

Spectrum Voice Provider - Spectrum Advanced Services, LLC



Invoice Number:
Account Number::

Town Of Kindred 2cdd
2038320052123
8337 10 022 2038320



Contact Us

Visit us at [SpectrumBusiness.net](https://www.spectrumbusiness.net)
Or, call us at 1-866-519-1263

8337 1000 NO RP 21 05222023 NNNNNNNN 01 985820



TOHO WATER AUTHORITY INVOICE



TOWN OF KINDRED CDD II C/O RIZZETTA & COMPANY 3434 COLWELL CIRCLE SUITE 200TAMPA FL 33614 (407) 472-2471	<u>Division:</u> TOHO 1	<u>Invoice Number:</u> 002659271033442199-01 <u>Invoice Date:</u> June 02, 2023	
<u>Property Address:</u> 1400 ODD CROSS PRAIRIE PARKWAY RECLM MTR KISSIMMEE, FL 34744	<u>Sub-Division:</u> <u>Lot Number:</u>	<u>Customer Number:</u> 002659271 <u>Account Number:</u> 033442199	
<u>Charge Item</u> Initiation Fee Reclaim Meter Set 2"			\$25.00 \$1,000.00
		<u>Current Charges</u>	\$1,025.00
<u>Previous Outstanding Balance</u>		\$ 0.00	
<i>Comments: Property address must be ready for meters the day the invoice is paid. It is the responsibility of the builder to make sure the site has proper size and type of materials required.</i>		Due date is date of invoice Please include your customer & account number on your check	

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To pay by phone using the automated phone system please call 863-496-1770

Thank you for your payment

TOHO WATER AUTHORITY INVOICE



TOWN OF KINDRED CDD II C/O RIZZETTA & COMPANY 3434 COLWELL CIRCLE SUITE 200TAMPA FL 33614 (407) 472-2471	<u>Division:</u> TOHO 1	<u>Invoice Number:</u> 002659271033446089-01 <u>Invoice Date:</u> June 15, 2023	
<u>Property Address:</u> 1600 ODD PARK SIDE AVENUE KISSIMMEE, FL 34744	<u>Sub-Division:</u> <u>Lot Number:</u>	<u>Customer Number:</u> 002659271 <u>Account Number:</u> 033446089	
<u>Charge Item</u> Initiation Fee Reclaim Meter Set 2"			\$25.00 \$1,000.00
			<div style="color: red; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="color: red; font-size: 0.8em;">06/19/23</div>
		<u>Current Charges</u>	\$1,025.00
<u>Previous Outstanding Balance</u>		\$ 0.00	
Comments: <i>Property address must be ready for meters the day the invoice is paid. It is the responsibility of the builder to make sure the site has proper size and type of materials required.</i>	Due date is date of invoice Please include your customer & account number on your check		

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Meter Set Expectations

Objective: To ensure the accuracy of each individual meter set.

Meter Installation Requirements:

1. Address must be clearly marked on the permit box.
2. Domestic and irrigation services must be exposed and accessible.
3. Domestic and irrigation water services area must be at or near final grade.
4. Service lines must be pressurized.
5. Before a meter can be set, the builder is responsible for having the meter box installed and ready for the meter to be fitted.
6. Meter installation are must be free from trash, clutter, building material, debris, or any other obstruction that would prevent meter installation.
7. Location of sidewalks and driveways must be clearly marked.
8. Builder is responsible for silt barriers, meters, assembles & boxes until home closing.
9. Home builder is responsible for adjustments of meter to final grade.
10. Service lines serving multi-family and multi-tenant commercial properties must be connected to the meter vaults, each line in the vault must be individually marked with unit it will be servicing.

If the meter cannot be set because any of the items listed above are not in place, a **failed Meter Set Fee** shall be assessed as follows:

Single family lots

\$100.00 per visit

Commercial and multi-family projects with 8 meter or less (VAULT):

\$100.00 for the first meter

\$ 50.00 for the second meter

\$ 25.00 for the next six meters

Commercial and multi-family projects with 8 + meters:

\$300.00 per building

Town of Kindred II CDD
Month: 04/23 Irrigation Dated: 05/01/23
For: 04/23 Due: 05/30/23

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002659271-033252959	IRRIGATION - Water	1400 Southbury Block Odd Drive	001-53600 4301	\$ 1,127.17
002659271-033252969	IRRIGATION - Water	1900 Fountains Block Odd Drive	001-53600 4301	\$ 174.19
002659271-033253339	LIFT STATION	1500 Park Side Block Odd Avenue - Lift Station	001-53600 4301	\$ 33.34
002659271-033253359	IRRIGATION - Water	1900 Red Canyon Block Even Drive	001-53600 4301	\$ 843.87
002659271-033253369	IRRIGATION - Water	1900 Red Canyon Block Even Drive Fountain	001-53600 4301	\$ 76.18
002659271-033253379	IRRIGATION - Water	1500 Park Side Block Odd Avenue	001-53600 4301	\$ 53.65
002659271-033322259	IRRIGATION - Water	1600 Barberry Drive Block Even	001-53600 4301	\$ 70.87
002659271-033322279	IRRIGATION - Water	1500 Barberry Drive Block Even	001-53600-4301	\$ 176.65
002659271-033322289	IRRIGATION - Water	1800 Egret Meadows Avenue Block Even	001-53600 4301	\$ 714.17
002659271-033331019	IRRIGATION - Water	1650 Southbury Drive	001-53600 4301	\$ 3,777.91
002659271-033331369	IRRIGATION - Water	1650 Southbury Drive Pool	001-53600 4301	\$ 102.22
002659271-033344499	IRRIGATION - Water	1400 Odd Barberry Drive	001-53600 4301	\$ 7.98
Water-Sewer Combination Services-Utility Services			001 53600-4301	\$ 7,158.20



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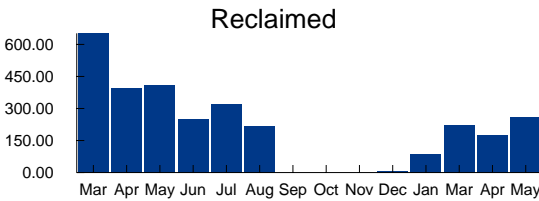
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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II
 Service Address:
 1400 SOUTHBURY BLOCK ODD DRIVE

Account Number: 002659271-033252959
 Past Due Amount: \$0.00
 Current Charges: \$1,127.17
 Total Amount Due: \$1,127.17

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006218	30	04/01/2023	7085	05/01/2023	7346	261
Previous Balance						\$631.57
Payment(s) Received						\$-631.57
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$21.67
Reclaimed Usage						\$1,105.50
Current Transaction Total						\$1,127.17
Total Amount Due						\$1,127.17



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033252959	\$0.00	\$1,127.17	\$56.36	\$1,127.17



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0026592710332529590001127170





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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Account Number: 002659271-033252969

Past Due Amount: \$0.00

Current Charges: \$174.19

Total Amount Due: \$174.19

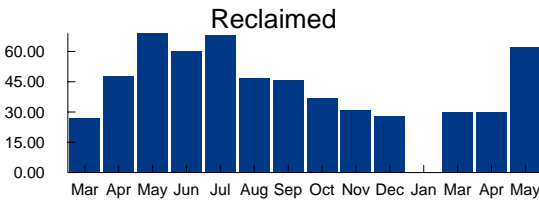
Service Address:
 1900 FOUNTAINS BLOCK ODD DRIVE

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006222	30	04/01/2023	2326	05/01/2023	2388	62

Previous Balance \$95.47
 Payment(s) Received \$-95.47
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$152.52
Current Transaction Total \$174.19

Total Amount Due \$174.19



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033252969	\$0.00	\$174.19	\$8.71	\$174.19



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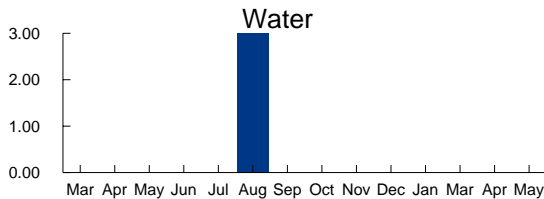
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Service Address:
 1500 PARK SIDE ODD BLOCK AVENUE LIFT STAT

Account Number: 002659271-033253339
 Past Due Amount: \$0.00
 Current Charges: \$33.34
 Total Amount Due: \$33.34

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21003614	30	04/01/2023	9	05/01/2023	9	0
Previous Balance						\$33.34
Payment(s) Received						<u>\$-33.34</u>
Balance Forward						\$0.00
Current Transaction(s)						
Water Base Charge						<u>\$33.34</u>
Current Transaction Total						\$33.34
Total Amount Due						\$33.34



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033253339	\$0.00	\$33.34	\$5.00	\$33.34



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0026592710332533390000033345





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TOWN OF KINDRED CDD II

Account Number: 002659271-033253359

Past Due Amount: \$0.00

Current Charges: \$843.87

Total Amount Due: \$843.87

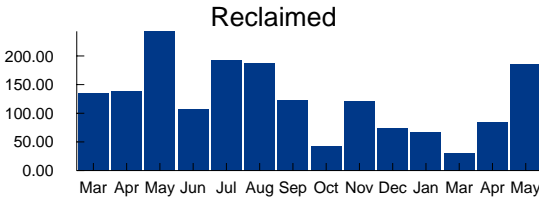
Service Address:
 1900 RED CANYON BLOCK EVEN DRIVE

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18008545	30	04/01/2023	6779	05/01/2023	6965	186

Previous Balance \$242.07
 Payment(s) Received \$-242.07
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$822.20
Current Transaction Total \$843.87

Total Amount Due \$843.87



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033253359	\$0.00	\$843.87	\$42.19	\$843.87



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0026592710332533590000843870





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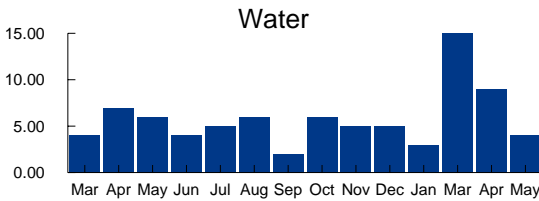
TOWN OF KINDRED CDD II

Service Address:
 1900 RED CANYON BLOCK EVEN DRIVE FOUNTAIN

Account Number: 002659271-033253369
 Past Due Amount: \$0.00
 Current Charges: \$76.18
 Total Amount Due: \$76.18

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21000712	30	04/01/2023	513	05/01/2023	517	4

Previous Balance	\$121.88
Payment(s) Received	\$-121.88
Balance Forward	\$0.00
Current Transaction(s)	
Water Base Charge	\$33.34
Water Usage	\$8.40
Wastewater Base Charge	\$16.26
Wastewater Usage	\$18.18
Current Transaction Total	\$76.18
 Total Amount Due	 \$76.18



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033253369	\$0.00	\$76.18	\$5.00	\$76.18



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0026592710332533690000076180





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TOWN OF KINDRED CDD II
 Service Address:
 1500 PARK SIDE BLOCK ODD AVENUE

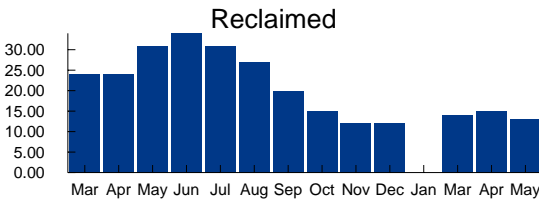
Account Number: 002659271-033253379
 Past Due Amount: \$0.00
 Current Charges: \$53.65
 Total Amount Due: \$53.65

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006211	30	04/01/2023	599	05/01/2023	612	13

Previous Balance \$58.57
 Payment(s) Received \$-58.57
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$31.98
Current Transaction Total \$53.65

Total Amount Due \$53.65



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033253379	\$0.00	\$53.65	\$5.00	\$53.65



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0026592710332533790000053658





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TOWN OF KINDRED CDD II
 Service Address:
 1600 BARBERRY DRIVE BLOCK EVEN

Account Number: 002659271-033322259
 Past Due Amount: \$0.00
 Current Charges: \$70.87
 Total Amount Due: \$70.87

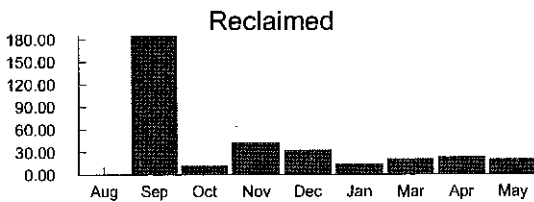
MAY 12 2023

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Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21022104	30	04/01/2023	331	05/01/2023	351	20

Previous Balance	\$78.25
Payment(s) Received	<u>\$-78.25</u>
Balance Forward	\$0.00
Current Transaction(s)	
Reclaimed Base Charge	\$21.67
Reclaimed Usage	<u>\$49.20</u>
Current Transaction Total	\$70.87
 Total Amount Due	 \$70.87



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Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033322259	\$0.00	\$70.87	\$5.00	\$70.87

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003288

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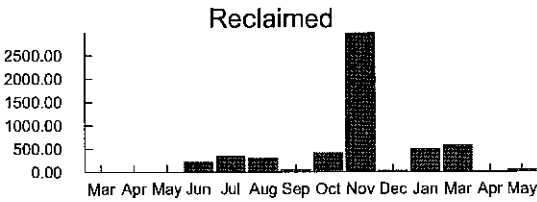
Service Address:
 1500 BARBERRY DRIVE BLOCK EVEN

Account Number: 002659271-033322279
 Past Due Amount: \$0.00
 Current Charges: \$176.65
 Total Amount Due: *MAY 12 2023* \$176.65

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Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006228	30	04/01/2023	5439	05/01/2023	5502	63
Previous Balance						\$21.67
Payment(s) Received						\$-21.67
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$21.67
Reclaimed Usage						\$154.98
Current Transaction Total						\$176.65
Total Amount Due						\$176.65



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033322279	\$0.00	\$176.65	\$8.83	\$176.65

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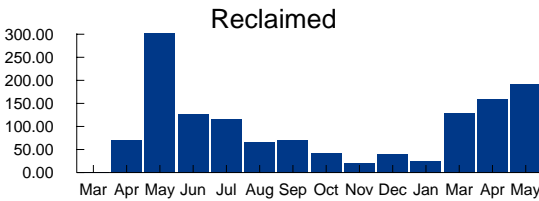
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Service Address:
 1800 EGRET MEADOWS AVENUE BLOCK EVEN

Account Number: 002659271-033322289
 Past Due Amount: \$0.00
 Current Charges: \$714.17
 Total Amount Due: \$714.17

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21016373	30	04/01/2023	1300	05/01/2023	1491	191
Previous Balance						\$531.27
Payment(s) Received						\$-531.27
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$21.67
Reclaimed Usage						\$692.50
Current Transaction Total						\$714.17
Total Amount Due						\$714.17



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033322289	\$0.00	\$714.17	\$35.71	\$714.17



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TOWN OF KINDRED CDD II

Service Address:
 1650 SOUTHBURY DRIVE

Account Number: 002659271-033331019

Past Due Amount: \$0.00

Current Charges: \$3,777.91

Total Amount Due: \$3,777.91

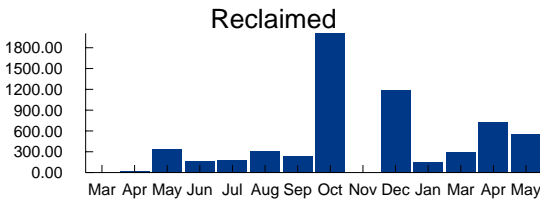
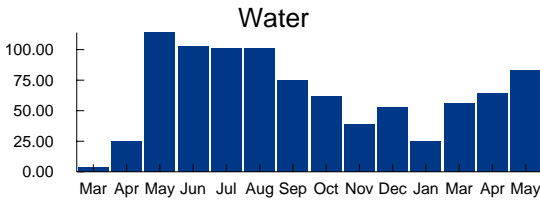
Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21014244	30	04/01/2023	1098	05/01/2023	1181	83
21007958	30	04/01/2023	5806	05/01/2023	6354	548

Previous Balance \$4,648.55
 Payment(s) Received \$-4,648.55
Balance Forward \$0.00

Current Transaction(s)

Water Base Charge \$33.34
 Water Usage \$174.30
 Reclaimed Base Charge \$21.67
 Reclaimed Usage \$2,958.00
 Wastewater Base Charge \$16.26
 Wastewater Usage \$574.34
Current Transaction Total \$3,777.91

Total Amount Due \$3,777.91



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033331019	\$0.00	\$3,777.91	\$188.90	\$3,777.91



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TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
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0026592710333310190003777915





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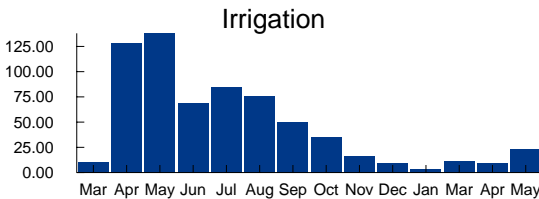
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II

Service Address:
 1650 SOUTHBURY DRIVE POOL

Account Number: 002659271-033331369
 Past Due Amount: \$0.00
 Current Charges: \$102.22
 Total Amount Due: \$102.22

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21017640	30	04/01/2023	639	05/01/2023	662	23
Previous Balance \$49.30 Payment(s) Received <u>\$-49.30</u> Balance Forward \$0.00						
Current Transaction(s) Irrigation Base Charge \$12.28 Irrigation Usage \$86.94 Backflow Maintenance Fee <u>\$3.00</u> Current Transaction Total \$102.22						
Total Amount Due						\$102.22



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033331369	\$0.00	\$102.22	\$5.11	\$102.22



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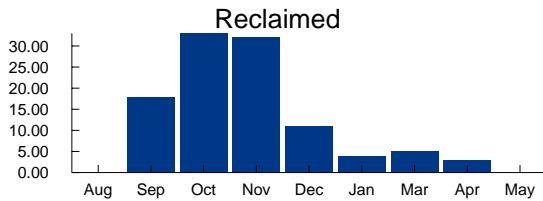
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Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED CDD II
 Service Address:
 1400 ODD BARBERRY DRIVE

Account Number: 002659271-033344499
 Past Due Amount: \$0.00
 Current Charges: \$7.98
 Total Amount Due: \$7.98

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19001301	30	04/01/2023	106	05/01/2023	106	0
Previous Balance						\$15.36
Payment(s) Received						\$-15.36
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$7.98
Current Transaction Total						\$7.98
 Total Amount Due						 \$7.98



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 05/30/23	Late Charge after 05/30/23	
002659271-033344499	\$0.00	\$7.98	\$5.00	\$7.98



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0026592710333444990000007987



Town of Kindred II CDD
Month: 05/23 Irrigation Dated: 06/01/23
For: 05/23 Due: 06/28/23

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002659271-033252959	IRRIGATION - Water	1400 Southbury Block Odd Drive	001-53600 4301	\$ 1,138.97
002659271-033252969	IRRIGATION - Water	1900 Fountains Block Odd Drive	001-53600 4301	\$ 354.17
002659271-033253339	LIFT STATION	1500 Park Side Block Odd Avenue - Lift Station	001-53600 4301	\$ 33.34
002659271-033253359	IRRIGATION - Water	1900 Red Canyon Block Even Drive	001-53600 4301	\$ 1,274.57
002659271-033253369	IRRIGATION - Water	1900 Red Canyon Block Even Drive Fountain	001-53600 4301	\$ 112.74
002659271-033253379	IRRIGATION - Water	1500 Park Side Block Odd Avenue	001-53600 4301	\$ 58.57
002659271-033322259	IRRIGATION - Water	1600 Barberry Drive Block Even	001-53600 4301	\$ 75.79
002659271-033322279	IRRIGATION - Water	1500 Barberry Drive Block Even	001-53600-4301	\$ 124.99
002659271-033322289	IRRIGATION - Water	1800 Egret Meadows Avenue Block Even	001-53600 4301	\$ 519.54
002659271-033331019	IRRIGATION - Water	1650 Southbury Drive	001-53600 4301	\$ 3,998.63
002659271-033331369	IRRIGATION - Water	1650 Southbury Drive Pool	001-53600 4301	\$ 133.86
002659271-033344499	IRRIGATION - Water	1400 Odd Barberry Drive	001-53600 4301	\$ 7.98
Water-Sewer Combination Services-Utility Services			001 53600-4301	\$ 7,833.15

Matches amounts on bank statement



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TOWN OF KINDRED CDD II
 Service Address:
 1400 SOUTHBURY BLOCK ODD
 DRIVE

Account Number: 002659271-033252959
 Past Due Amount: \$0.00
 Current Charges: \$1,138.97
 Total Amount Due: \$1,138.97

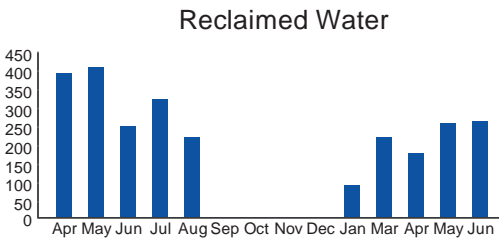
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006218	31	05/01/2023	7346	06/01/2023	7609	263

Previous Balance \$1,127.17
 Payment - Thank You \$-1,127.17
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$1,117.30
 Reclaimed Base Charge \$21.67
Current Transaction Total \$1,138.97

Total Amount Due \$1,138.97



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Account Number 002659271-033252959
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/29/23	Late Charge after 06/29/23	
\$0.00	\$1,138.97	\$56.95	\$1,138.97

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TOWN OF KINDRED CDD II

Service Address:
 1900 FOUNTAINS BLOCK ODD DRIVE

Account Number: 002659271-033252969
 Past Due Amount: \$0.00
 Current Charges: \$354.17
 Total Amount Due: \$354.17

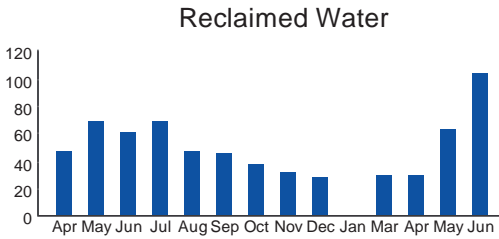
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006222	31	05/01/2023	2388	06/01/2023	2491	103

Previous Balance \$174.19
 Payment - Thank You \$-174.19
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$332.50
 Reclaimed Base Charge \$21.67
Current Transaction Total \$354.17

Total Amount Due \$354.17



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Account Number 002659271-033252969
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$354.17	\$17.71	\$354.17

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TOWN OF KINDRED CDD II
 Service Address:
 1500 PARK SIDE ODD BLOCK
 AVENUE LIFT STAT

Account Number: 002659271-033253339
 Past Due Amount: \$0.00
 Current Charges: \$33.34
 Total Amount Due: \$33.34

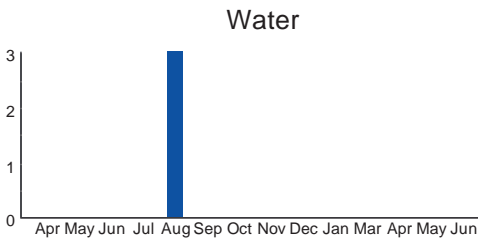
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21003614	31	05/01/2023	9	06/01/2023	9	0

Previous Balance \$33.34
 Payment - Thank You \$-33.34
Balance Forward \$0.00

Current Transaction(s)
 Water Base Charge \$33.34
Current Transaction Total \$33.34

Total Amount Due \$33.34



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Account Number 002659271-033253339
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$33.34	\$5.00	\$33.34

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TOWN OF KINDRED CDD II
 Service Address:
 1900 RED CANYON BLOCK EVEN
 DRIVE

Account Number: 002659271-033253359
 Past Due Amount: \$0.00
 Current Charges: \$1,274.57
 Total Amount Due: \$1,274.57

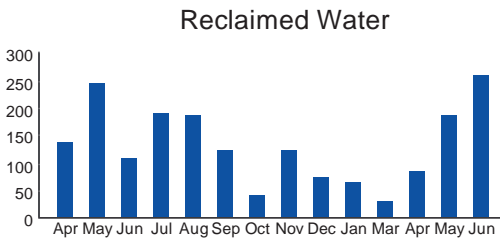
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18008545	31	05/01/2023	6965	06/01/2023	7224	259

Previous Balance \$843.87
 Payment - Thank You \$-843.87
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$1,252.90
 Reclaimed Base Charge \$21.67
Current Transaction Total \$1,274.57

Total Amount Due \$1,274.57



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Account Number 002659271-033253359
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$1,274.57	\$63.73	\$1,274.57

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TOWN OF KINDRED CDD II
 Service Address:
 1900 RED CANYON BLOCK EVEN
 DRIVE FOUNTAIN

Account Number: 002659271-033253369
 Past Due Amount: \$0.00
 Current Charges: \$112.74
 Total Amount Due: \$112.74

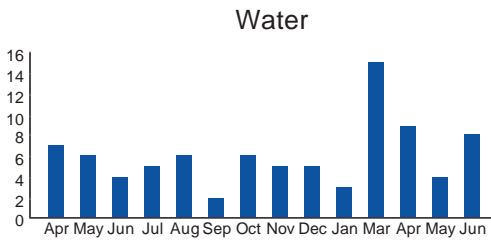
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21000712	31	05/01/2023	517	06/01/2023	525	8

Previous Balance \$76.18
 Payment - Thank You \$-76.18
Balance Forward \$0.00

Current Transaction(s)
 Water Base Charge \$33.34
 Water Usage \$16.80
 Wastewater Base Charge \$16.26
 Wastewater Usage \$46.34
Current Transaction Total \$112.74

Total Amount Due \$112.74



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Account Number 002659271-033253369
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$112.74	\$5.64	\$112.74

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TOWN OF KINDRED CDD II
 Service Address:
 1500 PARK SIDE BLOCK ODD
 AVENUE

Account Number: 002659271-033253379
 Past Due Amount: \$0.00
 Current Charges: \$58.57
 Total Amount Due: \$58.57

Customer Service: (8am - 5pm) 407-944-5000

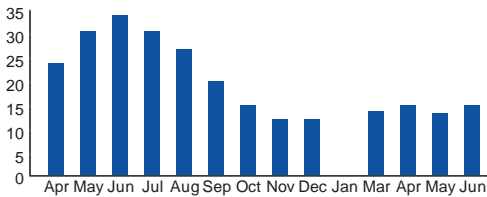
Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006211	31	05/01/2023	612	06/01/2023	627	15

Previous Balance \$53.65
 Payment - Thank You \$-53.65
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$36.90
 Reclaimed Base Charge \$21.67
Current Transaction Total \$58.57

Total Amount Due \$58.57

Reclaimed Water



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Account Number 002659271-033253379
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$58.57	\$5.00	\$58.57

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TOWN OF KINDRED CDD II

Service Address:
 1600 BARBERRY DRIVE BLOCK EVEN

Account Number: 002659271-033322259
 Past Due Amount: \$0.00
 Current Charges: \$75.79
 Total Amount Due: \$75.79

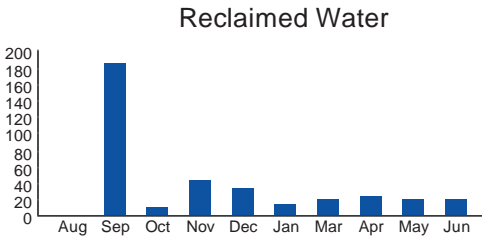
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21022104	31	05/01/2023	351	06/01/2023	373	22

Previous Balance \$70.87
 Payment - Thank You -\$70.87
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$54.12
 Reclaimed Base Charge \$21.67
Current Transaction Total \$75.79

Total Amount Due \$75.79



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Account Number 002659271-033322259
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$75.79	\$5.00	\$75.79

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TOWN OF KINDRED CDD II

Service Address:
 1500 BARBERRY DRIVE BLOCK EVEN

Account Number: 002659271-033322279
 Past Due Amount: \$0.00
 Current Charges: \$124.99
 Total Amount Due: \$124.99

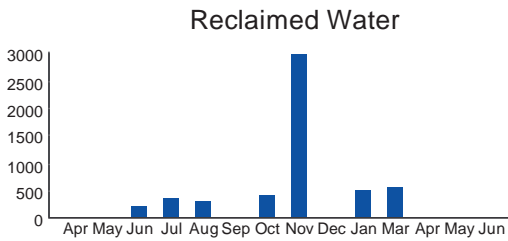
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006228	31	05/01/2023	5502	06/01/2023	5544	42

Previous Balance \$176.65
 Payment - Thank You \$-176.65
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$103.32
 Reclaimed Base Charge \$21.67
Current Transaction Total \$124.99

Total Amount Due \$124.99



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Account Number 002659271-033322279
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$124.99	\$6.25	\$124.99

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TOWN OF KINDRED CDD II
 Service Address:
 1800 EGRET MEADOWS AVENUE
 BLOCK EVEN

Account Number: 002659271-033322289
 Past Due Amount: \$0.00
 Current Charges: \$519.54
 Total Amount Due: \$519.54

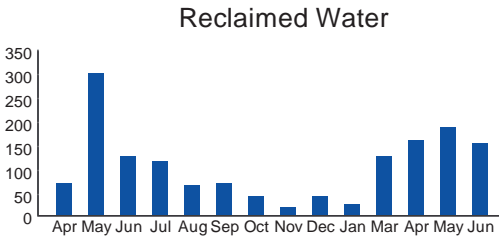
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21016373	31	05/01/2023	1491	06/01/2023	1648	157

Previous Balance \$714.17
 Payment - Thank You \$-714.17
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Usage \$497.87
 Reclaimed Base Charge \$21.67
Current Transaction Total \$519.54

Total Amount Due \$519.54



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Account Number 002659271-033322289
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$519.54	\$25.98	\$519.54

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TOWN OF KINDRED CDD II
 Service Address:
 1650 SOUTHBURY DRIVE

Account Number: 002659271-033331019
 Past Due Amount: \$0.00
 Current Charges: \$3,998.63
 Total Amount Due: \$3,998.63

Customer Service: (8am - 5pm) 407-944-5000

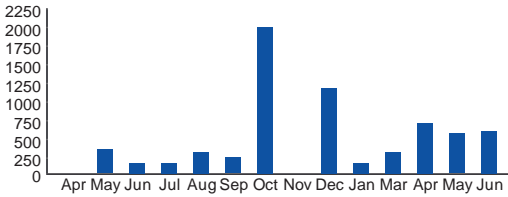
Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21014244	31	05/01/2023	1181	06/01/2023	1252	71
21007958	31	05/01/2023	6354	06/01/2023	6958	604

Previous Balance \$3,777.91
 Payment - Thank You \$-3,777.91
Balance Forward \$0.00

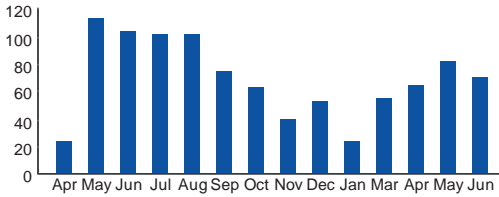
Current Transaction(s)
 Water Base Charge \$33.34
 Water Usage \$149.10
 Reclaimed Usage \$3,288.40
 Reclaimed Base Charge \$21.67
 Wastewater Base Charge \$16.26
 Wastewater Usage \$489.86
Current Transaction Total \$3,998.63

Total Amount Due \$3,998.63

Reclaimed Water



Water



Please return this portion with your payment - Do not send cash through the mail.



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida, 33630-3527
 www.tohewater.com

Account Number 002659271-033331019
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$3,998.63	\$199.93	\$3,998.63

Please Remit to

TOHO WATER AUTHORITY
 PO BOX 30527
 TAMPA, FL 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

0026592710333310190003998636





Toho Water Authority
 P.O. Box 30527
 Tampa, Florida, 33630-3527
 www.tohewater.com

TOWN OF KINDRED CDD II
 Service Address:
 1650 SOUTHBURY DRIVE POOL

Account Number: 002659271-033331369
 Past Due Amount: \$0.00
 Current Charges: \$133.86
 Total Amount Due: \$133.86

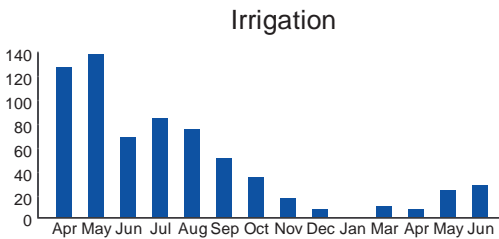
Customer Service: (8am - 5pm) 407-944-5000

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21017640	31	05/01/2023	662	06/01/2023	691	29

Previous Balance \$102.22
 Payment - Thank You \$-102.22
Balance Forward \$0.00

Current Transaction(s)
 Backflow Maintenance Fee \$3.00
 Irrigation Base Charge \$12.28
 Irrigation Usage \$118.58
Current Transaction Total \$133.86

Total Amount Due \$133.86



Please return this portion with your payment - Do not send cash through the mail.



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida, 33630-3527
 www.tohewater.com

Account Number 002659271-033331369
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$133.86	\$6.69	\$133.86

Please Remit to

TOHO WATER AUTHORITY
 PO BOX 30527
 TAMPA, FL 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

0026592710333313690000133860





Toho Water Authority
 P.O. Box 30527
 Tampa, Florida, 33630-3527
 www.tohewater.com

TOWN OF KINDRED CDD II
 Service Address:
 1400 ODD BARBERRY DRIVE

Account Number: 002659271-033344499
 Past Due Amount: \$0.00
 Current Charges: \$7.98
 Total Amount Due: \$7.98

Customer Service: (8am - 5pm) 407-944-5000

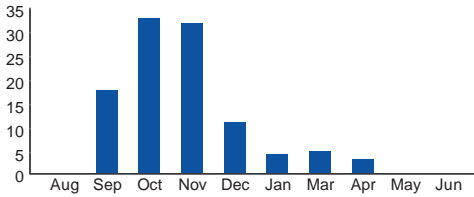
Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19001301	31	05/01/2023	106	06/01/2023	106	0

Previous Balance \$7.98
 Payment - Thank You \$-7.98
Balance Forward \$0.00

Current Transaction(s)
 Reclaimed Base Charge \$7.98
Current Transaction Total \$7.98

Total Amount Due \$7.98

Reclaimed Water



Please return this portion with your payment - Do not send cash through the mail.



Toho Water Authority
 P.O. Box 30527
 Tampa, Florida, 33630-3527
 www.tohewater.com

Account Number 002659271-033344499
Past due balances are subject to immediate interruption of service.

Past Due Due Now	Current Charges		Total Amount Due
	Amount Due by 06/28/23	Late Charge after 06/28/23	
\$0.00	\$7.98	\$5.00	\$7.98

Please Remit to

TOHO WATER AUTHORITY
 PO BOX 30527
 TAMPA, FL 33630-3527



TOWN OF KINDRED CDD II
 C/O RIZZETTA & COMPANY
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

0026592710333444990000007987





Invoice 26766

Date	PO#
05/08/23	
Due Date	Terms
6/7/23	Net 30

Property Address
Kindred 1450 Diamond Loop Dr Kissimmee, FL 32738

Item	Amount
------	--------

Job #31724 - Town of Kindred 2

Property Improvements - Plants replaced at clubhouse	\$300.00
--	----------

RECEIVED
 05/16/23

Thank you for your business.

REMIT PAYMENT TO:
 United Land Services
 12276 San Jose Blvd Suite 747
 Jacksonville FL 32223

Subtotal	\$300.00
Sales Tax	\$0.00
Total	\$300.00
Credits/Payments	(\$0.00)
Balance Due	\$300.00



12276 San Jose Blvd.
 Suite 747
 Jacksonville, FL 32223
 www.unitedlandservices.com

INVOICE

Date	Invoice No.
05/09/23	26885
Terms	Due Date
Net 30	06/08/23

BILL TO

Town of Kindred II
 C/O Rizzetta and
 Company
 3434 Colwell Ave
 Suite 200
 Tampa, FL 33614

PROPERTY

Kindred
 1450 Diamond Loop Dr
 Kissimmee, FL 32738

Amount Due	Enclosed
\$97.00	\$97.00

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	Job #35962 - Kindred 2 Straighten Leaning Tree		\$97.00	\$0.00	\$97.00
	<i>Property Improvements - Straighten tree by Jadewood townhomes</i>		\$97.00	\$0.00	\$97.00
Total			\$97.00	\$0.00	\$97.00

RECEIVED
 06/14/23



12276 San Jose Blvd.
 Suite 747
 Jacksonville, FL 32223

INVOICE

Date	Invoice No.
06/01/23	29614
Terms	Due Date
Net 30	07/01/23

BILL TO
Chris Witherington (Customer) Buccaneer Landscape PO Box 2453 Pinellas Park, FL 33780

PROPERTY
Kindred 1450 Diamond Loop Dr Kissimmee, FL 32738

Amount Due	Enclosed
\$15,831.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#19360 - Town of Kindred 2 June 2023		\$15,831.00	\$0.00	\$15,831.00
	Total		\$15,831.00	\$0.00	\$15,831.00

RECEIVED
 06/01/23



WASTE CONNECTIONS OF FLORIDA
 ORLANDO HAULING
 1099 MILLER DRIVE
 ALTAMONTE SPRINGS, FL 32701-2069
 DISTRICT NO. 6460

ACCOUNT NO. 6460-136242
 INVOICE NO. 1453331W460
 STATEMENT DATE 06/25/23
 DUE DATE 07/01/23
 BILLING PERIOD //--

TOWN OF KINDRED CDD II
 330
 8529 SOUTHPARK CIRCLE
 ORLANDO, FL 32819-0000

FOR ASSISTANCE CALL
 Customer Service (407) 261-5000
 One Time Payments (800) 457-1379

INVOICE STATEMENT

Date	Description	Amount
	Service Location Acct #136242-0001 TOWN OF KINDRED CDD II 1650 SOUTHBURY DR KISSIMMEE, FL	
06/25/23	BASIC SERVICE CHARGE 1.00 8.00YD	\$ 297.53
	7/1/2023-7/31/2023	
	Invoice Total	\$ 297.53
	Account Balance	\$ 297.53

This invoice is scheduled for automatic payment according to your instructions on our online bill pay portal at myaccount.wcicustomer.com.

****To avoid late fees, payment must be posted to your account within 30 days of your invoice date. ****
 Bank returned checks will be electronically re-presented to your bank and you may be responsible for a resulting processing fee.

Please remit to the address below and return your remit stub with your payment.

NNNNNNNNNN



WASTE CONNECTIONS OF FLORIDA
 ORLANDO HAULING
 1099 MILLER DRIVE
 ALTAMONTE SPRINGS, FL 32701-2069

ACCOUNT NO. 6460-136242
 INVOICE NO. 1453331W460
 STATEMENT DATE 06/25/23
 DUE DATE 07/01/23
PAY THIS AMOUNT 297.53

WRITE AMOUNT PAID	\$
-------------------------	----

TOWN OF KINDRED CDD II
 330
 8529 SOUTHPARK CIRCLE
 ORLANDO, FL 32819-0000

MAIL PAYMENT TO:
 WASTE CONNECTIONS OF FLORIDA
 ORLANDO HAULING
 1099 MILLER DRIVE
 ALTAMONTE SPRINGS, FL 32701-2069

Tab 3



MBS CAPITAL MARKETS, LLC

**SUPPLEMENT TO INVESTMENT BANKING AGREEMENT
DATED FEBRUARY 14, 2020 AND JUNE 8, 2021
REGARDING BOND ISSUANCES BY
TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**

August 10, 2023

Board of Supervisors
Town of Kindred Community Development District II

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Town of Kindred Community Development District II (“District”) entered into an Investment Banking Agreement effective February 14, 2020, and supplemented thereafter on June 8, 2021, (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Special Assessment Revenue Bonds, Series 2023 for the purpose of acquiring/constructing additional public infrastructure improvements within the District. It is the District’s intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.

Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

Page | 2

- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read 'B. Sealy', is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



MBS CAPITAL MARKETS, LLC

Page | 4

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Tab 4



Rizzetta & Company



Town of Kindred Community Development District II

Preliminary Supplemental
Special Assessment Allocation Report

Special Assessment Revenue Bonds, Series 2023

3434 Colwell Ave
Suite 200
Tampa, FL 33614

www.rizzetta.com

August 10, 2023

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I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Town of Kindred Community Development District II (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District proposes to issue Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments expected to be pledged by the District in connection with the transaction.

II. DEFINED TERMS

“Capital Improvement Program” – (or “CIP”) - Construction and/or acquisition of public infrastructure planned for the District.

“Developer” – DR Horton, Inc., a Delaware corporation.

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

“End User” – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Engineer’s Report” – The Engineer’s Report dated February 13, 2020, revised April 16, 2020, supplemented by Supplemental Engineer’s Report dated August 9, 2021 and amended by the Amended and Restated Engineer’s Report dated February 9, 2023 prepared by Boyd Civil Engineering, Inc.

“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.

“Indentures” – The Master Trust Indenture dated August 1, 2020, as supplemented by the Third Supplemental Trust Indenture dated September 1, 2023.

“Master Report” – The Master Special Assessment Allocation Report (Expansion Area) dated February 9, 2023.

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

“Series 2023 Assessments” – Special assessments, as contemplated by Chapters 190, 170, and 197, Florida Statutes, pledged to secure repayment of the District’s Series 2023 Bonds.



“Series 2023 Bonds” – \$8,340,000 (Estimated Par Amount) Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2023.

“Series 2023 Project” – Construction/acquisition of a portion of the CIP allocable to phases 3A, 3C and 3D in the estimated amount of \$37,141,627.

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

All capitalized terms not defined herein shall retain the meaning ascribed in the Master Report.

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 currently planned for a total of 432 townhome residential units and 1,416 single family detached residential units for an estimated total of 1,848 units.

The District is anticipating its third bond issuance, which will be secured by the Series 2023 Assessments, levied over the 570 Platted Units in phases 3A, 3C, and 3D within the boundaries of the District. Table 1 illustrates the product mix for the units within the assessment area which are expected to support repayment of the Series 2023 Bonds.

IV. SERIES 2023 PROJECT

The Series 2023 Project is a portion of the District’s CIP allocable to phases 3A, 3C, and 3D that will be constructed and/or acquired with the proceeds of the Series 2023 Bonds. The estimated costs of the Series 2023 Project are \$37,141,627, of which it is estimated \$7,240,609 will be funded with proceeds from the Series 2023 Bonds. The District will issue Series 2023 Bonds in the estimated aggregate principal amount of \$8,340,000 to fund a portion of the Series 2023 Project. Following the issuance of the Series 2023 Bonds, the District’s unfunded CIP costs are expected to be funded with the proceeds of future District bonds and/or Developer contributions. For additional detail on the Series 2023 Project and the unfunded CIP costs, see Table 2, as well as the Engineer’s Report.

V. PRELIMINARY SERIES 2023 BONDS AND ASSESSMENTS

In order to provide for the Series 2023 Project funding described in Section IV above,



Rizzetta & Company

the District expects to issue Series 2023 Bonds in the estimated aggregate principal amount of \$8,340,000. The Series 2023 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in substantially equal annual installments of principal and interest. Interest payments shall occur every May 1 and November 1 from the date of issuance until maturity. The first scheduled payment of coupon interest will be due on November 1, 2023; however, interest will be capitalized through November 1, 2024. Therefore, the first payment of interest, along with principal, is to occur on May 1, 2025.

The Series 2023 Bonds will be secured by the pledged revenues of the Series 2023 Assessments, all as further provided under the Indenture. The Series 2023 Assessments are expected to initially be levied in an approximate annual amount of \$574,152 and shall be structured in the same manner as the Series 2023 Bonds, so that revenue from the Series 2023 Assessments are sufficient to fulfill the debt service requirements of the Series 2023 Bonds. Table 3 and Table 4 reflect the general preliminary financing terms of the Series 2023 Bonds and Series 2023 Assessments, respectively.

It is expected that the Series 2023 Assessment installments assigned to Platted Units will be collected via the Osceola County property tax bill process (Uniform Method of Collection per F.S. 197.3632) ¹. Accordingly, the Series 2023 Assessments will be adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 6.0%, but this may fluctuate as provided by law.

VI. PRELIMINARY SERIES 2023 ASSESSMENT ALLOCATION

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's CIP. As stated therein, the CIP cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology.

Per Section IV above, the Series 2023 Bonds will fund a portion of the District's Series 2023 Project, which is expected to be constructed or acquired in a manner generally proportionate to the construction of improvements for the overall CIP. Accordingly, it is expected that the improvements funded by the Series 2023 Bonds will confer special benefit on the District's developable parcels in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. Table 5 illustrates the manner in which the master assessments were allocated and adopted by the Board of Supervisors. Therefore, it is proper to impose Series 2023 Assessments on the units specified in Table 6, as well as the District's Preliminary Series 2023 Assessment Roll.

A. Assessment Allocation

The Series 2023 Assessments have been sized based on target annual assessments as provided by the Developer. As allocated, the Series 2023

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indentures, Florida law, assessment resolutions, and/or other applicable agreements.



Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report. However, because the allocation of assessments differs from the assessments specified in the Master Report, the District will recognize an in-kind contribution of infrastructure from the Developers in the form of an assessment credit representing the difference between the target Series 2023 Assessments and a baseline allocation of assessments. The total estimated amount of this minimum contribution to ensure that all debt assessments are fairly and reasonably allocated has been calculated to be \$156,500, as shown in Table 6.

Table 2 reflects the total CIP costs and provides an estimated funding allocation between the Series 2023 Bond proceeds, the Developer contribution noted above, and future bond issuances or Developer funding.

The Preliminary Series 2023 Assessment Roll is located at page A-7.

B. Assignment of Assessments

The Series 2023 Bonds and Series 2023 Assessments have been sized based on the expectation that the Series 2023 Assessments will be fully allocated to the 570 Platted Units in phases 3A, 3C, and 3D. It is not expected that any other land within the boundaries of the District will be encumbered with the Series 2023 Assessments.

The District is securing repayment of the Series 2023 Bonds with the Series 2023 Assessments, as contemplated under Florida Statutes Chapters 170 and 190. Unlike property taxes, which are *ad valorem* in nature, a community development district may levy non-ad valorem special assessments under Florida Statute only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. These special benefits are specific 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 enjoyed by that parcel. The 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.

As assigned to the 570 Platted Units in phases 3A, 3C and 3D, the Series 2023 Assessments are supported by sufficient benefit from the Series 2023 Project and are fairly and reasonably allocated. Moreover, the Series 2023 Assessments as sized herein are sufficient to support the repayment of the Series 2023 Bonds.

VII. PREPAYMENT OF SERIES 2023 ASSESSMENTS



Rizzetta & Company

The Series 2023 Assessments encumbering a parcel may be prepaid in part or in full at any time, without penalty, together with interest at the rate on the Series 2023 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

TRUE-UP METHODOLOGY

The District's Series 2023 Assessment program is predicated on the development program set forth in Table 1. As stated herein, all of the lots subject to the Series 2023 Assessments have been platted. To the extent that there is a replat of such Platted Units that results in a net decrease in the principal amount of Series 2023 Assessments to be assigned then a true-up or principal reduction payment will be required to cure the deficiency as further provided in the resolutions levying the Series 2023 Assessments.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, District underwriter, and/or the Developers. 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 community development 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 community development district with financial advisory services or offer investment advice in any form.



EXHIBIT A:

PRELIMINARY ALLOCATION METHODOLOGY



Rizzetta & Company

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

TABLE 1: CURRENT DEVELOPMENT PLAN

PRODUCT	PHASE			TOTAL UNITS ⁽¹⁾
	3A	3C	3D	
Townhome	60	38	24	122
Single Family	131	148	169	448
	191	186	193	570

⁽¹⁾ Phases 3A, 3C, and 3D are platted.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

TABLE 2: TOTAL SERIES 2023 PROJECT COSTS AND FUNDING

DESCRIPTION	PHASE 3A	PHASE 3C	3D	TOTAL
Mass Grading of Public Infrastructure and Stormwater Ponds	\$2,358,813	\$2,358,813	\$2,358,813	\$7,076,439
Roads and Drainage Infrastructure	\$2,544,535	\$2,881,070	\$2,717,660	\$8,143,265
Potable Water, Wastewater and Reuse Mains	\$2,893,953	\$2,952,651	\$2,933,579	\$8,780,183
Wastewater Lift Stations	\$664,295	\$0	\$0	\$664,295
Off-Site Water Main	\$0	\$0	\$0	\$0
Off-Site Wastewater Improvements	\$0	\$0	\$0	\$0
Electrical and Lighting	\$800,443	\$800,443	\$800,443	\$2,401,329
Landscaping	\$411,000	\$411,000	\$411,000	\$1,233,000
Amenities	\$0	\$3,500,000	\$0	\$3,500,000
Design Fees	\$350,000	\$300,000	\$300,000	\$950,000
Inspection Fees	\$211,540	\$204,813	\$200,251	\$616,604
Platting of Public Projects and Field Monuments	\$150,000	\$125,000	\$125,000	\$400,000
Contingency	\$1,038,458	\$1,353,379	\$984,675	\$3,376,512
Total Estimated 2023 Project Construction Costs	\$11,423,037	\$14,887,169	\$10,831,421	\$37,141,627
Estimated project costs funded by Series 2023 Bonds				\$7,240,609
Recognized contribution of infrastructure to reach target assessment levels				\$156,500
Remaining project costs funded by the Developer or other sources				\$29,744,518
Total Series 2023 Project Costs				\$37,141,627

NOTE: Infrastructure cost estimates provided by District Engineer.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

TABLE 3: PRELIMINARY FINANCING INFORMATION - SERIES 2023 BONDS

Estimated Issue Date	September 2023
Estimated Final Maturity	May 1, 2054
Estimated Average Coupon Rate	5.50%
Estimated Maximum Annual Debt Service (MADS)	\$574,152

SOURCES:

ESTIMATED PRINCIPAL AMOUNT	\$8,340,000
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USES:

Construction Fund	(\$7,240,609)
Capitalized Interest - thru 11/1/2024	(\$512,215)
DSRF (50% of MADS)	(\$287,076)
Underwriter's Discount	(\$125,100)
Cost of Issuance	(\$175,000)
Total Uses	(\$8,340,000)

Source: District Underwriter. Numbers are preliminary and subject to change.

TABLE 4: PRELIMINARY FINANCING INFORMATION - SERIES 2023 ASSESSMENTS

Estimated Average Coupon Rate	5.50%
Estimated Initial Principal Amount	\$8,340,000
Aggregate Annual Installment	\$574,152
Estimated Collection Costs	2.00% \$12,216 ⁽¹⁾
Estimated Early Payment Discount	4.00% \$24,432 ⁽¹⁾
Estimated Total Annual Installment	\$610,800

⁽¹⁾ May vary as provided by law.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

TABLE 5: PRELIMINARY ASSESSMENT ALLOCATION - SERIES 2023 ASSESSMENTS ⁽¹⁾

Product	UNITS	PRODUCT TOTAL PRINCIPAL ⁽²⁾	PER UNIT TOTAL PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾	PER UNIT ANNUAL INSTLMT. ⁽³⁾
Townhome	122	\$999,489	\$8,193	\$73,200	\$600
Single Family	448	\$7,340,511	\$16,385	\$537,600	\$1,200
	570	\$8,340,000		\$610,800	

⁽¹⁾ Allocation of preliminary Series 2023 Assessments based on target assessment levels. There will be a recognized in-kind contribution of infrastructure by the Developer as an assessment credit in order to reach target assessment levels. See Table 6 for the contribution calculation.

⁽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
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

TABLE 6: CONTRIBUTION CALCULATION ⁽¹⁾

PRODUCT	UNITS	TOTAL COSTS FUNDED	TARGET COSTS PER UNIT ⁽³⁾	COSTS PER UNIT BY EAU	CONTRIBUTION PER UNIT	TOTAL CONTRIBUTION ⁽⁴⁾
Townhome	122	\$867,735	\$7,113	\$7,113	\$0	\$0
Single Family	448	\$6,372,874	\$14,225	\$14,574	\$349	\$156,500
	570	\$7,240,609 ⁽²⁾				\$156,500

(1) All numbers are based on construction costs and thus are net of financing costs.

(2) Total estimated Series 2023 Project costs to be funded with Series 2023 Bonds. See Table 2.

(3) Estimated per unit costs funded with Series 2023 Bonds.

(4) Total contribution of infrastructure due to the difference between the target and the EAU allocation. See Table 2 for the application of the contribution.

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3641-0001-3390	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3400	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3410	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3420	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3430	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3440	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3450	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3460	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3470	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3480	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3490	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3500	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3510	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-3520	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6050	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6060	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6070	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6080	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6090	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6100	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6110	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6120	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6130	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6140	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6150	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6160	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6170	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6180	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6190	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6200	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6210	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6220	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6230	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6240	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6250	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6260	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6270	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6280	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6290	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6300	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3641-0001-6310	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6320	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6330	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6340	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6350	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6360	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6370	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6380	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6390	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6400	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6410	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6420	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6430	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6440	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6450	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6460	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6470	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6480	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6490	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6500	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6510	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6520	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6530	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6540	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6550	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6560	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6570	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6580	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6590	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6600	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6610	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6620	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6630	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6640	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6650	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6660	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6670	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6680	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6690	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6700	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT ⁽¹⁾
01-26-29-3641-0001-6710	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6720	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6730	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6740	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6750	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6760	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6770	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6780	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-6790	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6800	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6810	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6820	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6830	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6840	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6850	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6860	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6870	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6880	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6890	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6900	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6910	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6920	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6930	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6940	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6950	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6960	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6970	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6980	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-6990	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7000	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7010	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7020	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7030	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7040	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7050	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7060	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7070	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7080	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7090	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7100	Townhome	\$8,192.53	\$600.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3641-0001-7110	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7120	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7130	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7140	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7150	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7160	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7170	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7180	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7190	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7200	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7210	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7220	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7230	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7240	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7250	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7260	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7270	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7280	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7290	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7300	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7310	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7320	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7330	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7340	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7350	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7360	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7370	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7380	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7390	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7400	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7410	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7420	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7430	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7440	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7450	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7460	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7470	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7480	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7490	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7500	Townhome	\$8,192.53	\$600.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3641-0001-7510	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7520	Townhome	\$8,192.53	\$600.00
01-26-29-3641-0001-7530	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7540	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7550	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7560	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7570	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7580	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7590	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7600	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7610	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7620	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7630	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7640	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7650	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7660	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7670	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7680	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7690	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7700	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7710	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7720	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7730	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7740	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7750	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7760	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7770	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7780	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7790	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7800	Single Family	\$16,385.07	\$1,200.00
01-26-29-3641-0001-7810	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0010	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0100	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1000	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1010	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1020	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1030	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1040	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1050	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1060	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-1070	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1080	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1090	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0110	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1100	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1110	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1120	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1130	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1140	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1150	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1160	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1170	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1180	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1190	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0120	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1200	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1210	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1220	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1230	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1240	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1250	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1260	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1270	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1280	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1290	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0130	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1300	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1310	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1320	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1330	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1340	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1350	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1360	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1370	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1380	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1390	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0140	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1400	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1410	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1420	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-1430	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1440	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1450	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1460	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1470	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1480	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1490	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0150	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1500	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1510	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1520	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1530	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1540	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1550	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1560	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1570	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1580	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1590	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0160	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1600	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1610	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1620	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1630	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1640	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1650	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1660	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1670	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1680	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1690	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0170	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1700	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1710	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1720	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1730	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1740	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1750	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1760	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1770	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1780	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1790	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-0180	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1800	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1810	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1820	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1830	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1840	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1850	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1860	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1870	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1880	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1890	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0190	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1900	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1910	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1920	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1930	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-1940	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1950	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1960	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1970	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1980	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-1990	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0020	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0200	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2000	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2010	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2020	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2030	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2040	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2050	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2060	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2070	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2080	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2090	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0210	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2100	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2110	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2120	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2130	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2140	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-2150	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2160	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2170	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2180	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2190	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0220	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2200	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2210	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2220	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2230	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2240	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2250	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2260	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2270	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2280	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2290	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0230	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2300	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2310	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2320	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2330	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2340	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2350	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2360	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2370	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2380	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2390	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0240	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2400	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2410	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2420	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2430	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2440	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2450	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2460	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2470	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2480	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2490	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0250	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2500	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-2510	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2520	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2530	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2540	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2550	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2560	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2570	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2580	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2590	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0260	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2600	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2610	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2620	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2630	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2640	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2650	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2660	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-2670	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2680	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2690	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0270	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2700	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2710	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2720	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2730	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2740	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2750	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2760	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2770	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2780	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2790	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0280	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2800	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2810	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2820	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2830	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2840	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2850	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2860	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2870	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-2880	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2890	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0290	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2900	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2910	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2920	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2930	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2940	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2950	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2960	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2970	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2980	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-2990	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0030	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0300	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3000	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3010	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3020	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3030	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3040	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3050	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3060	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3070	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3080	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3090	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0310	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3100	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3110	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3120	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3130	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3140	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3150	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3160	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3170	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3180	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3190	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0320	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3200	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3210	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3220	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-3230	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3240	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3250	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3260	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3270	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3280	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3290	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0330	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3300	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3310	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3320	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3330	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3340	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3350	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3360	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3370	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-3380	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0340	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0350	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0360	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0370	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0380	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0390	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0040	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0400	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0410	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0420	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0430	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0440	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0450	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0460	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0470	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0480	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0490	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0050	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0500	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0510	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0520	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0530	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0540	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-0550	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0560	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0570	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0580	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0590	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0060	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0600	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0610	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0620	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0630	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0640	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0650	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0660	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0670	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0680	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0690	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0070	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0700	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0710	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0720	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0730	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0740	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0750	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0760	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0770	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0780	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-7820	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7830	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7840	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7850	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7860	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7870	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7880	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7890	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0790	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-7900	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7910	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7920	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7930	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7940	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT⁽¹⁾
01-26-29-3648-0001-7950	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7960	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7970	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7980	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-7990	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0080	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0800	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-8000	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8010	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8020	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8030	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8040	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8050	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8060	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8070	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8080	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8090	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0810	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-8100	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8110	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8120	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8130	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8140	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8150	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8160	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8170	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8180	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8190	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0820	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-8200	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8210	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-8220	Single Family	\$16,385.07	\$1,200.00
01-26-29-3648-0001-0830	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0840	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0850	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0860	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0870	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0880	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0890	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0090	Single Family	\$16,385.07	\$1,200.00

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SERIES 2023 PRELIMINARY ASSESSMENT LIEN ROLL**

PARCEL	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT ⁽¹⁾
01-26-29-3648-0001-0900	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0910	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0920	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0930	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0940	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0950	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0960	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0970	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0980	Townhome	\$8,192.53	\$600.00
01-26-29-3648-0001-0990	Townhome	\$8,192.53	\$600.00
TOTAL		\$8,340,000.00	\$610,800.00

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.

Tab 5

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**COLLATERAL ASSIGNMENT AGREEMENT
(2023 BONDS)**

THIS COLLATERAL ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into, by and between:

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

RECITALS

WHEREAS, the District was established by ordinance pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue Special Assessment Revenue Bonds, Series 2023 (“**Bonds**”) to finance certain public infrastructure for the District’s “2023 Project” (“**Project**”), which consists the portions of the capital improvement plan necessary for the development of Phases 3A, 3C and 3D as defined in that certain *Amended & Restated Engineer’s Report*, dated February 9, 2023; and

WHEREAS, the security for the repayment of the Bonds is the special assessments (“**Assessments**”) levied against benefitted lands within Phases 3A, 3C and 3D (together, “**Property**”), the legal description of which is attached hereto as **Exhibit A**; and

WHEREAS, the District is presently planned to include certain planned product types and units¹ (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will fully secure the Assessments, “**Lots**”) within the Property; and

WHEREAS, “**Development Completion**” will occur when the District’s Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed; and

WHEREAS, in the event of default in the payment of the Assessments, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

1. **COLLATERAL ASSIGNMENT.**

Development Rights. The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer’s development rights relating to development of the Property and/or the Project (herein, collectively, “**Development Rights**”), as security for the Developer’s payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

¹ The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient residential units (i.e., presently planned for ___ residential units, or ___ EAUs) that would absorb the full allocation of Assessments securing the Bonds, where such Assessments are based on the assessment levels for each product type established in the *Final Special Assessment Allocation Report, Special Assessment Revenue Bonds, Series 2023*, dated _____, 2023.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

(h) All impact fee credits.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Platted Lots conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the general purpose local government(s), the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

Rights Inchoate. The assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

(c) No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Agreement and perform all of the Developer's obligations herein contained.

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

(a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.

(b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments, other than satisfying any true-up obligations to the District; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District.

Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either 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 all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. 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, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following paragraph, 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 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, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

16. **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 venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

17. **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 treated as such in accordance with Florida law.

18. **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.

19. **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 law, 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 by sovereign immunity or by other operation of law.

20. **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.

21. **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.

[SIGNATURES TO FOLLOW]

WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the date of closing on the Bonds.

WITNESS

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
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 _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS

D.R. HORTON, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
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 _____, as _____ of D.R. HORTON, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description for Property

EXHIBIT A:
Legal Description for Property

Tab 6

**COMPLETION AGREEMENT
(2023 BONDS)**

THIS COMPLETION AGREEMENT (“Agreement”) is made and entered into, by and between:

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

RECITALS

WHEREAS, the District was established by ordinance pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the developer of certain lands in within the boundaries of the District; and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “2023 Project” (“**Project**”);

WHEREAS, the Project consists of the portions of the capital improvement plan necessary for the development of Phases 3A, 3C and 3D as described in that certain *Amended & Restated Engineer’s Report*, dated February 9, 2023 (“**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its Special Assessment Revenue Bonds, Series 2023 (“**Bonds**”); and

WHEREAS, the Developer and the District hereby agree that the District will be obligated only to issue the Bonds to fund the Project and, subject to the terms and conditions of this Agreement, the Developer will make provision for any additional funds that may be needed in the future for the completion of the Project.

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

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

2. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed Bonds will provide only a portion of the funds necessary to complete the Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and mean, as described below, by which the District and the Developer have elected to provide any and all portions of the Remaining Improvements not funded by the Bonds (including any amounts available in the applicable acquisition and construction account as well as debt service reserve accounts, as established for the Bonds pursuant to the terms of the applicable trust indenture(s)).

- a. **Subject to Existing Contract** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. **Not Subject to Existing Contract** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.
- c. **Future Bonds** – Subject to the terms of the *Acquisition Agreement*, dated _____ ("**Acquisition Agreement**") entered into by the parties, the parties agree that any funds provided by Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities (including but not limited to any Remaining Improvements) and from the issuance of such future bonds, the District shall reimburse Developer to the extent that there are proceeds available from such future bonds, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Bonds – to provide funds for any portion of the Remaining Improvements. The Developer shall be required to meet its obligations hereunder and complete the Project regardless whether the District issues any future bonds (other than

the Bonds) or otherwise pays the Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

- a. **Material Changes to Project** – The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District, as well as the Trustee to the extent required by Section 9. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. **Conveyances** – The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall done in a manner consistent with the Acquisition Agreement and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project with the proceeds of the Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

5. **ATTORNEYS’ FEES AND COSTS.** In the event that either 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 all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, 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 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, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other, and only after satisfaction of the conditions set forth in Section 9 above.

11. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, and only after satisfaction of the conditions set forth in Section 9 above.

12. **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 venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

13. **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 shall be treated as such in accordance with Florida law.

14. **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.

15. **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 law, 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 by sovereign immunity or by other operation of law.

16. **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.

17. **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.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the parties below execute the *Completion Agreement* to be effective as of the date of closing on the Bonds.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Name: _____
Title: _____

D.R. HORTON, INC.

By: _____
Name: _____
Title: _____

Exhibit A: *Amended & Restated Engineer's Report, dated February 9, 2023*

Tab 7

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
DECLARATION OF CONSENT
(2023 BONDS)**

D.R. HORTON, INC., a Delaware corporation, together with its successors and assigns (together, “**Landowner**”), represents that it is the owner of 100% of the land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The Town of Kindred Community Development District II (“**District**”) is, and has been at all times, on and after its establishment date, a legally-created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with Osceola County, Florida (“**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance Nos. 2020-16 and _____ effective January 15, 2020 and _____, respectively, were duly and properly enacted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from the date of establishment of the District, to and including the date of this Declaration; and (d) the Property is within the boundaries of the District and subject to the District’s jurisdiction and authority.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. _____ (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**Assessments**”). Such Assessments, which may include “true-up” payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments (including any “true-up” payments), the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its Special Assessment Revenue Bonds, Series 2023, or securing payment thereof (“**Financing Documents**”), are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (including any “true-up” payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (including any “true-up” payments), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly

waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year. Notwithstanding anything to the contrary herein, nothing in this Declaration of Consent is intended to make the Assessments a personal obligation of the Developer.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. Pursuant to Section 197.3632(4)(b), *Florida Statutes*, the Landowner hereby expressly waives any and all notice requirements for use of the Uniform Method of Collection.

6. Landowner further agrees that, as part of the Assessments, the Property is subject to the true-up provisions established under the District's Assessment Resolutions and set forth in the *Final Special Assessment Allocation Report, Special Assessment Revenue Bonds, Series 2023*, dated _____, 2023, and available at the offices of the District Manager as provided herein. The true-up mechanisms, which are incorporated herein by reference, are applicable to plats and re-plats.

7. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, Florida 32819, (407)472-2471.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the date of closing on the Bonds.

WITNESS

D.R. HORTON, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
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 _____, as _____ of D.R. HORTON, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of Property (Phases 3A, 3C and 3D)

EXHIBIT A:
Legal Description for Property

Tab 8

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE
(2023 BONDS)**

The Town of Kindred Community Development District II ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. This disclosure is intended to supplement that prior *Disclosure of Public Finance* recorded at _____.

2023 PROJECT, BONDS & ASSESSMENTS

On _____, 2023, the District issued its \$_____ Special Assessment Revenue Bonds, Series 2023 ("**Bonds**") to finance a portion of its capital improvement plan known as the "2023 Project" ("**Project**"). The Project consists of the portions of the capital improvement plan necessary for the development of Phases 3A, 3C and 3D as described in that certain *Amended & Restated Engineer's Report*, dated February 9, 2023 ("**Engineer's Report**").

The Bonds are secured by special assessments ("**Assessments**") levied and imposed on the benefitted lands within the District. The Assessments are further described in the *Final Special Assessment Allocation Report, Special Assessment Revenue Bonds, Series 2023*, dated _____, 2023 (together, the "**Assessment Report**").

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, Florida 32819, (407)472-2471. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the date of closing on the Bonds.

WITNESS

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
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 _____, as _____ of TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

Legal Description of Boundaries of District

Tab 9

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(2023 BONDS)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Hammock Oaks Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. _____ (together, “**Assessment Resolutions**”). The Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) (“**Assessments**”), which are levied on the property known as Phases 3A, 3C and 3D (together, “**Assessment Area**”) described in **Exhibit A**.

The Assessments secure the District’s repayment of debt service on the District’s Special Assessment Revenue Bonds, Series 2023 (“**Bonds**”). The Bonds are intended to finance a portion of the District’s “**Project**” (a/k/a “2023 Project”), which consists the portions of the capital improvement plan necessary for the development of Phases 3A, 3C and 3D as defined in that certain *Amended & Restated Engineer’s Report*, dated February 9, 2023 (“**Engineer’s Report**”). The Assessments are further described in the *Final Special Assessment Allocation Report, Special Assessment Revenue Bonds, Series 2023*, dated _____, 2023 (together, “**Assessment Report**”). A copy of the Engineer’s Report, Assessment Report and Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity, or by contacting the District’s Manager, c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, Florida 32819, (407)472-2471.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE**

GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the date of closing on the Bonds, and recorded in the Public Records of the County in which the District is located.

WITNESS

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
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 _____, as _____ of TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Tab 10

RESOLUTION 2023-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II SUPPLEMENTING ITS RESOLUTION 2020-31 BY AUTHORIZING THE ISSUANCE OF ITS TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023, IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$9,500,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH SERIES 2023 BONDS TO MBS CAPITAL MARKETS, LLC, BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE THIRD SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH SERIES 2023 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID SERIES 2023 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2023 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2023 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town of Kindred Community Development District II (the “District”) is authorized by Florida Statutes, Chapter 190 (the “Act”), and Ordinance No. 2020-16 of Osceola County, Florida (the “Ordinance”), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution 2020-31 (the “First Resolution”) authorized the issuance of its not exceeding \$50,000,000 aggregate principal amount of its special

assessment revenue bonds (the “Bonds”) in separate series for the purposes set forth in said First Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

WHEREAS, the Bonds were validated by final judgment of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida, on May 12, 2020 and a certificate of no appeal from such final judgment was entered on June 19, 2020; and

WHEREAS, pursuant to the First Resolution, as supplemented by Resolution No. 2020-43 adopted on June 9, 2020, and the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of August 1, 2020, the District has previously issued its \$2,500,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2020;

WHEREAS, pursuant to the First Resolution, as supplemented by Resolution No. 2021-10 adopted on August 10, 2021, and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2021, the District has previously issued its \$5,780,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2021;

WHEREAS, the District now desires to further supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) in a principal amount not exceeding \$9,500,000, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Series 2023 Bonds; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has received from MBS Capital Markets, LLC (the “Underwriter”) a proposal in the form of a Bond Purchase Agreement (the “Contract”) for the purchase of the Series 2023 Bonds and the Board has determined that acceptance of such proposal and the sale of the Series 2023 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated.

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

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the Series 2023 Bonds in a principal amount not exceeding \$9,500,000. The Series 2023 Bonds shall be issued under and secured by the Master Trust Indenture, dated as of August 1, 2020 (the “Master Indenture”) as supplemented by a Third Supplemental Trust Indenture (the “Supplemental Indenture”), between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) (the Master Indenture and the Supplemental Indenture are referred to collectively as the “Indenture”). The proceeds of the Series 2023 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as part of Exhibit A hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby appointed to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2023 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2023 Bonds at presently favorable interest rates, and because the nature of the security for the Series 2023 Bonds and the sources of payment of debt service on the Series 2023 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as Exhibit B hereto. The Chair or Vice Chair of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or Vice Chair executing such Contract, such execution to be conclusive evidence of such approval; provided that (i) the principal amount of the Series 2023 Bonds shall not exceed \$9,500,000; (ii) the interest rate on the Series 2023 Bonds will not exceed the maximum interest rate allowed under applicable Florida law without regard to any waiver of such maximum rate; (iii) the Underwriter's discount shall not exceed one and one-half percent (1.5%) of the principal amount of the Series 2023 Bonds; (iv) the Series 2023 Bonds shall be subject to optional redemption no later than May 1, 2035 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the Series 2023 Bonds shall be no later than May 1, 2055.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Series 2023 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum including but not limited to the inclusion of a supplemental assessment report and supplemental engineer's report as appendices thereto, the Chair or Vice Chair is hereby authorized to approve such insertions, changes and modifications, and, the Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2023 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in

connection with the sale and distribution of the Series 2023 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the Series 2023 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair. The execution and delivery of the Limited Offering Memorandum by the Chair or Vice Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2023 Bonds.

SECTION 7. Form of Series 2023 Bonds. The Series 2023 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the Chair or Vice Chair executing the Series 2023 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Series 2023 Bonds (by manual or facsimile signature) by the Chair or Vice Chair. The Series 2023 Bonds may be executed (by manual or facsimile signature) by the Chair or Vice Chair and attested (by manual or facsimile signature) by the Secretary or any Assistant Secretary. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Series 2023 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the “Disclosure Document”) relating to the Series 2023 Bonds is hereby approved in substantially the form attached hereto as Exhibit D. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be approved by the executing Chair or Vice Chair or necessitated by applicable law, this Resolution and the Contract (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2023 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 10. Other Actions. The Chair, the Vice Chair, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Kutak Rock LLP, the District’s General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2023 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the form of Series 2023 Bond, this Resolution, the Disclosure Document and the Contract including but not limited to certain agreements and documents with the Developer required by the Contract.

SECTION 11. Undertaking of the Series 2023 Project; Other Agreements and Reports. The Board hereby authorizes the undertaking of the 2023 Project and authorizes and directs the District staff and District Engineer to proceed with due diligence to the completion thereof in accordance with the Indenture and as described in the Limited Offering Memorandum. The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners or developers of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the Series 2023 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsels to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2023 Bonds and the consummation of all transactions in connection therewith.

SECTION 12. Approval of Prior Actions. All actions taken to date by the District Officers and the officers, agents, consultants and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 13. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 15. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 10th day of August, 2023.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Chair / Vice Chari

[SEAL]

Attest:

By: _____
Secretary / Assistant Secretary

Exhibits

A-Third Supplemental Indenture

B-Bond Purchase Agreement

C-Preliminary Limited Offering Memorandum

D-Continuing Disclosure Agreement

THIRD SUPPLEMENTAL TRUST INDENTURE
BETWEEN
TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
AND
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of September 1, 2023

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THIRD SUPPLEMENTAL TRUST INDENTURE

THIS **THIRD SUPPLEMENTAL TRUST INDENTURE** (the “Third Supplemental Indenture”) dated as of September 1, 2023, from **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II** (the “District”) to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida, as successor to U.S. Bank National Association, as trustee (the “Trustee”). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Indenture (hereinafter defined).

WHEREAS, the District has entered into a Master Trust Indenture dated as of August 1, 2020 (the “Master Indenture”), with the Trustee to secure the issuance of its Town of Kindred Community Development District II Special Assessment Revenue Bonds (the “Bonds”), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution 2020-31 adopted by the Board of the District on February 14, 2020 (the “Bond Resolution”), the District has authorized the issuance of its not exceeding \$50,000,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Ninth Judicial Circuit of the State of Florida in and for Osceola County, Florida in a final judgment rendered on May 12, 2020 and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2020-43 adopted on June 9, 2020, and the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated August 1, 2020, the District has previously issued its \$2,500,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2020; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2021-10 adopted on August 10, 2021, and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2021, the District has previously issued its \$5,780,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2021; and

WHEREAS, the Board of the District has duly adopted Resolutions 2023-10, 2023-11, 2023-12, and 2023-[__] (collectively, the “Assessment Resolutions”) pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the 2023 Project (hereinafter defined), defining the portion of the Cost of the 2023 Project with respect to which 2023 Special Assessments (hereinafter defined) will be imposed and the manner in which such 2023 Special Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the 2023 Special Assessments may be heard as to the propriety and advisability of undertaking the 2023 Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the 2023 Project, and

stating the intent of the District to issue the Series 2023 Bonds (as herein defined) secured by such 2023 Special Assessments to finance a portion of the Costs of the acquisition and construction of the 2023 Project and the Board of the District has duly adopted the Assessment Resolutions, following a public hearing conducted in accordance with the Act, to fix and establish the 2023 Special Assessments and the benefited property; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by District Resolution 2023-[__] dated August [10], 2023, the District has authorized the issuance, sale and delivery of its \$[_____] Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture (collectively, with the Master Indenture, the “Indenture”) to secure the issuance of the Series 2023 Bonds and to set forth the terms of the Series 2023 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2023 Bonds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the project further described in **Exhibit C** hereto (hereinafter, the “2023 Project”); (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; (iii) pay a portion of the interest accruing on the Series 2023 Bonds; and (iv) fund the 2023 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Series 2023 Bonds and of this Third Supplemental Indenture have been duly authorized by the Board of the District and all things necessary to make the Series 2023 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2023 Trust Estate (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS THIRD SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2023 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2023 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Third Supplemental Indenture and in the Series 2023 Bonds: (a) has executed and delivered this Third Supplemental Indenture and (b) does hereby, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, all revenues derived by the District from the 2023 Special Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time (as further defined herein, the “2023 Pledged

Revenues”) and the Funds and Accounts (except for the 2023 Rebate Account and the 2023 Costs of Issuance Account) established hereby (the “2023 Pledged Funds” and collectively with the “2023 Pledged Revenues,” the “2023 Trust Estate”) which shall comprise the Trust Estate securing only the Series 2023 Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2023 Bonds issued or to be issued under and secured by this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any Series 2023 Bond over any other Series 2023 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2023 Bonds or any Series 2023 Bond secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2023 Bonds and this Third Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Third Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2023 Bonds or any Series 2023 Bond of a particular maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2023 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture), including this Third Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2023 Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly

given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

“Acquisition Agreement” shall mean any document, including any and all amendments thereto, pursuant to which the Developer conveys to the District any portion of the 2023 Project.

“Amortization Installments” shall mean the moneys required to be deposited in the 2023 Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

“Assessment Interest” shall mean the interest on 2023 Special Assessments received by the District which is pledged to the Series 2023 Bonds, other than Delinquent Assessment Interest.

“Assessment Principal” shall mean the principal amount of 2023 Special Assessments received by the District which are pledged to the Series 2023 Bonds, other than Delinquent Assessment Principal and Prepayment Principal.

“Assessment Proceedings” shall mean the proceedings of the District with respect to the establishment, levy and collection of the 2023 Special Assessments, including the Assessment Resolutions and any supplemental proceedings undertaken by the District with respect to the 2023 Special Assessments.

“Beneficial Owner” shall mean the owners from time to time of the Series 2023 Bonds for federal income tax purposes.

“Bond Depository” shall mean the securities depository existing from time to time under Section 201 hereof.

“Bond Participants” shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2023 Bonds as securities depository.

“Collateral Assignment” shall mean the Collateral Assignment Agreement (2023 Bonds), dated September [__], 2023, between the District and the Developer, as amended from time to time.

“Completion Agreement” shall mean the Completion Agreement (2023 Bonds) dated September [__], 2023, between the District and the Developer, as amended from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement, dated September [__], 2023 between District and the Developer and joined in by the Trustee and Dissemination Agent (as defined therein), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Delinquent Assessment Interest” shall mean Assessment Interest deposited with the Trustee after the date on which such Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

“Delinquent Assessment Principal” shall mean Assessment Principal deposited with the Trustee after the date on which such Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

“Developer” shall mean D.R. Horton, Inc., a Delaware corporation.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Interest Payment Date” shall mean each May 1 and November 1, commencing November 1, 2023.

“Majority Owners” shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Series 2023 Bonds then Outstanding.

“Nominee” shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Third Supplemental Indenture.

“Operation and Maintenance Assessments” shall mean non-ad valorem special assessments levied by the District pursuant to the Act and other applicable law on assessable District lands for the operation and maintenance of the 2023 Project and/or the operations of the District.

“Participating Underwriter” shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

“Prepayment Principal” shall mean the excess amount of Assessment Principal received by the District over the Assessment Principal then due, but shall not include Delinquent Assessment Principal. Prepayment Principal shall not include the proceeds of any refunding bonds.

“Quarterly Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Release Condition #1” shall mean, collectively, when all of the principal portion of the 2023 Special Assessments has been assigned to Units (hereinafter defined) within the 2023 Assessment Area that have been developed and platted, and no Event of Default under the Indenture has occurred and is continuing.

“Release Condition #2” shall mean, collectively, when Release Condition #1 is satisfied and all Units within the 2023 Assessment Area have been sold and closed with end-users.

“Substantial Absorption” shall mean the date at least 90% of the principal portion of the 2023 Special Assessments have been assigned to residential units (“Units”) that have received certificates of occupancy.

“Term Bonds” shall mean the Series 2023 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

“2023 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 401(a) of this Third Supplemental Indenture.

“2023 Assessment Area” shall mean the area within the District on which the 2023 Special Assessments are levied pursuant to the Assessment Proceedings.

“2023 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 401(a) of this Third Supplemental Indenture.

“2023 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 401(b) of this Third Supplemental Indenture.

“2023 Optional Redemption Account” shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 401(c) of this Third Supplemental Indenture.

“2023 Pledged Revenues” shall mean all revenues received by the District from the 2023 Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such 2023 Special Assessments; provided, however, that 2023 Pledged Revenues shall not include (A) any moneys transferred to the 2023 Rebate Account or 2023 Cost of Issuance Account, or investment earnings thereon and (B) Operations and Maintenance Assessments levied and collected by the District (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

“2023 Prepayment Account” shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 401(c) of this Third Supplemental Indenture.

“2023 Rebate Account” shall mean the Account so designated, established pursuant to Section 4.01(f) of this Third Supplemental Indenture.

“2023 Reserve Account” shall mean the Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 401(d) of this Third Supplemental Indenture.

“2023 Reserve Account Requirement” or “Reserve Requirement” shall mean, initially, an amount equal to 50% of the maximum annual Debt Service Requirements with respect to the then Outstanding Series 2023 Bonds, as determined from time to time on the date of any such calculation. Notwithstanding the foregoing, upon satisfaction of Release Condition #1 or Release Condition #2, as applicable (as evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely), the 2023 Reserve Account Requirement shall mean 25% or 10%, respectively, of the maximum annual Debt Service Requirements of the Series 2023 Bonds Outstanding. For the purpose of calculating the 2023 Reserve Account Requirement, maximum annual Debt Service Requirement shall be calculated as

of the date of the original issuance and delivery of the Series 2023 Bonds and recalculated in connection with each optional or extraordinary mandatory redemption of the Series 2023 Bonds (but not upon mandatory sinking fund redemption). The initial 2023 Reserve Account Requirement shall be equal to \$[_____].

“2023 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 401(e) of this Third Supplemental Indenture.

“2023 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 401(b) of this Third Supplemental Indenture.

“2023 Special Assessments” shall mean the Special Assessments levied against properties within the District specially benefited by the 2023 Project as described in the Assessment Proceedings.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2023 BONDS

Section 201. Authorization of Series 2023 Bonds; Book-Entry Only Form. The Series 2023 Bonds are hereby authorized to be issued in the aggregate principal amount of \$[_____] for the purposes enumerated in the recitals hereto. The Series 2023 Bonds shall be substantially in the form set forth as **Exhibit B** to this Third Supplemental Indenture. Each Series 2023 Bond shall bear the designation “2023R-” and be numbered consecutively from 1 upwards.

The Series 2023 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2023 Bond for each maturity of Series 2023 Bonds. Upon initial issuance, the ownership of such Series 2023 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2023 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2023 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2023 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2023 Bonds. The District, the Trustee,

the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2023 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2023 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2023 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2023 Bond, for the purpose of registering transfers with respect to such Series 2023 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2023 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2023 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this Third Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2023 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2023 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof.

Section 202. Terms of Series 2023 Bonds. The Series 2023 Bonds shall be issued as three (3) Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

- \$[____], [____]% Term Bond due May 1, 20[__]
- \$[____], [____]% Term Bond due May 1, 20[__]
- \$[____], [____]% Term Bond due May 1, 20[__]

Section 203. Dating; Interest Accrual. Each Series 2023 Bond upon initial issuance shall be dated September [__], 2023. Each Series 2023 Bond shall also bear its date of authentication. Each Series 2023 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2023 Bond has been paid, in which event

such Series 2023 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2023 Bonds, in which event such Series 2023 Bond shall bear interest from its date. Interest on the Series 2023 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2023, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2023 Bonds shall be issued in Authorized Denominations provided however, delivery of the Series 2023 Bonds to the initial purchasers thereof shall be in minimum principal amounts of \$100,000 and integral multiples of \$5,000 in excess thereof.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2023 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2023 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2023 Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Series 2023 Bonds, all the Series 2023 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;
- (b) A copy of the executed Master Indenture and an executed original of this Third Supplemental Indenture;
- (c) A Bond Counsel opinion addressed to the Trustee or with respect to which the Trustee has received a customary reliance letter substantially to the effect that; (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Series 2023 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2023 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2023 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes.
- (d) An opinion of Counsel to the District addressed to the Trustee substantially to the effect that; (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the 2023 Project being financed with the proceeds of the Series 2023 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the 2023 Project, (iii) all proceedings undertaken by the District with respect to the 2023 Special Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the 2023 Special Assessments, and (v) the 2023 Special Assessments are legal, valid and binding liens upon the property against which such 2023 Special Assessments

are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2023 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture;

(f) A certificate or certificates of the District's Consulting Engineer certifying as to the accuracy of the information set forth in the District engineer's report regarding the 2023 Project;

(g) A certificate of the "Methodology Consultant," Rizzetta & Company, Inc., to the effect that the benefit from the 2023 Project equals or exceeds the amount of 2023 Special Assessments, the 2023 Special Assessments are fairly and reasonably allocated across the lands subject to the 2023 Special Assessments and the 2023 Special Assessments are sufficient to pay Debt Service Requirements on the Series 2023 Bond; and

(h) A certified copy of the final judgment of validation together with a certificate of no appeal.

Delivery to the Trustee of the net proceeds from the issuance of the Series 2023 Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the Issuer and the underwriter of the Series 2023 Bonds.

Section 208. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to the District. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter (as defined in Rule 15c2-12 of the Securities and Exchange Commission) or Majority Owners, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section.

ARTICLE III REDEMPTION AND PURCHASE OF SERIES 2023 BONDS

The Series 2023 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as **Exhibit A** to this Third Supplemental Indenture. Notice of redemption shall be given as provided in Section 8.02 of the Master Indenture.

ARTICLE IV DEPOSIT OF SERIES 2023 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts.

(a) The following accounts are hereby established within the Acquisition and Construction Fund held by the Trustee:

- (i) a 2023 Acquisition and Construction Account; and
- (ii) a 2023 Costs of Issuance Account;

(b) A 2023 Sinking Fund Account and a 2023 Interest Account are hereby established within the Debt Service Fund held by the Trustee;

(c) A 2023 Optional Redemption Account and a 2023 Prepayment Account are hereby established within the Bond Redemption Fund;

(d) A 2023 Reserve Account is hereby established within the Debt Service Reserve Fund held by the Trustee, which account shall be held for the benefit of all of the Series 2023 Bonds without distinction as to Series 2023 Bonds and without privilege or priority of one Series 2023 Bond over another;

(e) A 2023 Revenue Account is hereby established within the Revenue Fund held by the Trustee; and

(f) A 2023 Rebate Account is hereby established within the Rebate Fund held by the Trustee.

Section 402. Use of Series 2023 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof, the net proceeds of sale of the Series 2023 Bonds, \$[_____] (face amount of Series 2023 Bonds less underwriter's discount of \$[_____] and [less/plus] original issue [discount/premium] of \$[_____] shall be delivered to the Trustee by, or on behalf of, the District and be applied as follows:

(a) \$[_____] , representing the initial 2023 Reserve Account Requirement, shall be deposited to the 2023 Reserve Account;

(b) \$[_____] , representing costs of issuance relating to the Series 2023 Bonds, shall be deposited to the credit of the 2023 Costs of Issuance Account;

(c) \$[_____] , shall be deposited to the 2023 Interest Account; and

(d) \$[_____] of the proceeds of the Series 2023 Bonds remaining after the deposits above shall be deposited to the credit of the 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

Section 403. Acquisition and Construction Fund.

(a) Amounts on deposit in the 2023 Acquisition and Construction Account shall be applied to pay the Costs of the 2023 Project upon presentment to the Trustee of a properly signed requisition in substantially the form of **Exhibit B** hereto.

(b) Any balance remaining in the 2023 Acquisition and Construction Account after the Completion Date of the 2023 Project and after retaining the amount, if any, of all remaining unpaid Costs of the 2023 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be deposited in the 2023 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2023 Bonds in the manner prescribed in the Series 2023 Bonds; provided, however, that the District shall not declare that the Completion Date of the 2023 Project has occurred until after Release Condition #2 has been satisfied and all moneys transferred from the 2023 Reserve Account to the 2023 Acquisition and Construction Account as a result of such reduction of the 2023 Reserve Account Requirement have been expended or the Consulting Engineer has certified in writing to the District and the Trustee (upon which the Trustee may conclusively rely) that such amount is in excess of what is needed to complete the 2023 Project. At such time as there are no amounts on deposit in the 2023 Acquisition and Construction Account such account shall be closed. No transfer to the 2023 Prepayment Account shall be made if on the date of such proposed transfer the Trustee has knowledge that an Event of Default exists until such Event of Default no longer exists or is waived or the Trustee is directed by the Majority Owners to otherwise apply such moneys.

In accordance with the provisions of the Indenture, the Series 2023 Bonds are payable solely from the 2023 Trust Estate. The District acknowledges hereby that (i) the 2023 Trust Estate includes, without limitation, all amounts on deposit in the 2023 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the 2023 Trust Estate may not be used by the District (whether to pay Costs of the 2023 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to such declared Event of Default the District had incurred a binding obligation with third parties for work on the 2023 Project and payment is for such work and (iii) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the 2023 Trust Estate may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement that will cause the expenditure of additional funds from the 2023 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

Section 404. Costs of Issuance Account. There shall be deposited \$[_____] in the 2023 Costs of Issuance Account which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2023 Bonds. Any amounts on deposit in the 2023 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2023 Bonds, for which the District has not provided a pending requisition, shall be transferred over and deposited into the 2023 Acquisition and Construction Account and used for the purposes permitted therefor and the 2023 Costs of Issuance Account shall be closed.

Section 405. 2023 Reserve Account. The 2023 Reserve Account shall be funded and maintained at all times in the amount of the 2023 Reserve Account Requirement. Amounts on deposit in the 2023 Reserve Account except as provided elsewhere in the Master Indenture or in this Third Supplemental Indenture shall be used only for the purpose of making payments into the 2023 Interest Account and the 2023 Sinking Fund Account to pay the Series 2023 Bonds when due, without distinction as to Series 2023 Bonds and without privilege or priority of one Series

2023 Bond over another, when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall notify the District of the amount in the 2023 Reserve Account. The District shall compute the value of the 2023 Reserve Account Requirement and shall promptly notify the Trustee of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2023 Reserve Account, from any legally available source of the District. Any such surplus in the 2023 Reserve Account as a result of having met Release Condition #1 or Release Condition #2 (pursuant to a written direction from the District to the Trustee upon which the Trustee may conclusively rely) shall be deposited to the 2023 Acquisition and Construction Account to be used for the purposes of such Account and all other such surplus (except as provided in the next paragraph) shall be deposited to the 2023 Prepayment Account to be used for the extraordinary mandatory redemption of Series 2023 Bonds.

All earnings on investments in the 2023 Reserve Account shall be deposited to the 2023 Revenue Account provided no deficiency exists in the 2023 Reserve Account except that prior to the Completion Date of the 2023 Project earnings shall be deposited to the 2023 Acquisition and Construction Account if a deficiency does not exist in the 2023 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2023 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and Investment Securities.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2023 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2023 Bonds, together with accrued interest on such Series 2023 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2023 Prepayment Account the amount on deposit in the 2023 Reserve Account to pay and redeem all of the Outstanding Series 2023 Bonds on the earliest such date.

Section 406. Application of Prepayment Principal; 2023 Prepayment Account. All Prepayment Principal shall upon receipt by the Trustee be deposited to the 2023 Prepayment Account. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Prepayment Principal. There shall also be deposited to the 2023 Prepayment Account insurance proceeds or condemnation awards not deposited to the 2023 Acquisition and Construction Account as provided in Section 9.12(c) of the Master Indenture. Amounts on deposit in the 2023 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2023 Bonds in the manner prescribed in the Series 2023 Bonds.

The Trustee is not responsible to verify if any payment is Prepayment Principal and may conclusively rely as accurate upon the classification of the District as Prepayment Principal and in the absence of such notification will conclude that such payment is not Prepayment Principal and that such payment is to be deposited into the 2023 Revenue Account.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Arbitrage Certificate (including deposits to and payments from the 2023 Rebate Account hereby established) included as part of the closing transcript for the Series 2023 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2023 Rebate Account hereby established shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the 2023 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the District covenants with the holders of the Series 2023 Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Series 2023 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Series 2023 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Series 2023 Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The District further covenants that neither the District nor any other person under its control or direction will make any investment or other use of the proceeds of the Series 2023 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Series 2023 Bonds to be “private activity bonds” as that term is defined in Section 141 of the Code (or any successor provision thereto), or “arbitrage bonds” as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Series 2023 Bonds.

Section 408. 2023 Revenue Account; Application of Series 2023 Accounts and Investment Earnings.

(a) Except as otherwise provided herein, amounts on deposit in the 2023 Revenue Account shall be applied in accordance with Section 6.03 of the Master Indenture. The District covenants to pay or cause to be paid the proceeds of the 2023 Special Assessments as received to the Trustee for deposit as provided in this Section 408.

(b) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Funds and Accounts by this Section 408 or by any other provision of the Master Indenture or this Third Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. Upon deposit of the revenues from the 2023 Special Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such 2023 Special Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Assessment Interest which shall be deposited into the 2023 Interest Account;

(ii) Assessment Principal, which shall be deposited into the 2023 Sinking Fund Account;

(iii) Prepayment Principal which shall be deposited into the 2023 Prepayment Account;

(iv) Delinquent Assessment Principal shall first be deposited to the 2023 Reserve Account and applied to restore the amount of any withdrawal from the 2023 Reserve Account to pay the principal of Series 2023 Bonds, to the extent that less than the 2023 Reserve Account Requirement is on deposit in the 2023 Reserve Account, and, the balance, if any, shall be deposited into the 2023 Sinking Fund Account;

(v) Delinquent Assessment Interest shall first be deposited to the 2023 Reserve Account and applied to restore the amount of any withdrawal from the 2023 Reserve Account to pay the interest of Series 2023 Bonds to the extent that less than the 2023 Reserve Account Requirement is on deposit in a 2023 Reserve Account, and, the balance, if any, shall be deposited into the 2023 Interest Account; and

(vi) The balance shall be deposited in the 2023 Revenue Account.

(c) On each March 15, June 15, September 15 and December 15 (or if such Day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2023 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District from the 2023 Revenue Account to pay amounts due on the next Interest Payment Date from the 2023 Revenue Account, for deposit into such 2023 Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2023 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such 2023 Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2023 Bonds. All interest due in regard to such prepayments shall be paid from the 2023 Interest Account or, if insufficient amounts are on deposit in the 2023 Interest Account to pay such interest, then from the 2023 Revenue Account.

(d) Anything herein or in the Master Indenture to the contrary, on each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the 2023 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, beginning on May 1, 2025, to the 2023 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2023 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2023 Interest Account not previously credited;

SECOND, beginning on May 1, 2025, to the 2023 Sinking Fund Account, an amount equal to the Amortization Installment on the Series 2023 Bonds due on such May 1 or the principal

maturing on such May 1, less any amount already on deposit in the 2023 Sinking Fund Account not previously credited;

THIRD, to the 2023 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2023 Reserve Account Requirement with respect to the Series 2023 Bonds; and

FOURTH, the balance shall be retained in the 2023 Revenue Account, provided that on November 2 of each year any funds remaining in the 2023 Revenue Account shall be applied upon direction of the District to the Trustee, (i) prior to the completion of the 2023 Project, to the 2023 Acquisition and Construction Account, and (ii) thereafter, to any lawful purpose of the District.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture and Section 606 herein.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the 2023 Revenue Account to the 2023 Rebate Account established for the Series 2023 Bonds in the Rebate Fund the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2023 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from legally available moneys of the District the amount of any such insufficiency.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2023 Bonds shall be invested only in Investment Securities, and further, earnings on investments in the 2023 Acquisition and Construction Account and the 2023 Costs of Issuance Account shall be retained as realized, in such Fund and Accounts and used for the purpose of such Fund and Accounts. Earnings on investments in the 2023 Revenue Account, 2023 Sinking Fund Account, the 2023 Interest Account and the 2023 Prepayment Account shall be deposited, as realized, to the credit of the 2023 Revenue Account and used for the purpose of such Account.

Earnings on investments in the 2023 Reserve Account shall be disposed of as provided in Section 405 hereof.

**ARTICLE V
CONCERNING THE TRUSTEE**

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Third Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Third Supplemental Indenture.

Section 504. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder and under the Master Indenture with respect to the 2023 Bonds Outstanding.

Section 505. Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**ARTICLE VI
MISCELLANEOUS**

Section 601. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Third Supplemental Indenture and to the Series 2023 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Third Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding 2023 Special Assessments. The District covenants to assess, levy, and enforce the payment of the 2023 Special Assessments at times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Series 2023 Bonds. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2023 Special Assessments, including the assessment methodology, prepared by Rizzetta & Company, Inc. (the "Report"), and to levy the 2023 Special Assessments and any required true-up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series

2023 Bonds, when due. The District also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Owners.

Except as otherwise provided herein, the 2023 Special Assessments will be collected as provided in Section 9.04 of the Master Indenture. When permitted by law, the 2023 Special Assessments levied on platted lots and pledged hereunder to secure the Series 2023 Bonds shall be collected pursuant to the Uniform Method, and 2023 Special Assessments levied on unplatted lands and pledged hereunder to secure the Series 2023 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners upon the occurrence and continuance of an Event of Default.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund a portion of Outstanding Series 2023 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2023 Trust Estate. In addition, the District covenants that so long as the Series 2023 Bonds are Outstanding, it will not to issue any other Bonds or other debt obligations secured by Special Assessments for any capital projects on assessable lands which are also encumbered by the 2023 Special Assessments without the written consent of the Majority Owners, unless Substantial Absorption has occurred; provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the 2023 Special Assessments which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the 2023 Special Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604. Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the 2023 Special Assessments and Series 2023 Bonds: If any property shall be offered for sale for the nonpayment of any 2023 Special Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the 2023 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the 2023 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and District shall receive, in its corporate name or in the name of a special purpose entity, title to the property the benefit of the Owners of the Series 2023 Bonds; provided that the Trustee shall have the right, acting at the discretion of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2023 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its

fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2023 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Series 2023 Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2023 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of 2023 Special Assessments that are billed directly by the District, that the entire 2023 Special Assessments levied on the property for which such installment of 2023 Special Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Bonds of the Series, the District shall promptly, but in any event within ninety (90) days of the receipt of such direction, if any, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent 2023 Special Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law.

Section 605. Additional Matters Relating to 2023 Special Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2023 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent 2023 Special Assessments that are directly billed and collected by the District, and the provisions for the foreclosure of liens of delinquent 2023 Special Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Master Indenture and this Third Supplemental Indenture.

Section 606. Additional Matters Relating to Events of Default.

In addition to the events set forth in Section 10.02 of the Master Indenture, each of the following events shall be an Event of Default with respect to the Series 2023 Bonds, notwithstanding anything to the contrary in the Master Indenture:

(a) Any portion of the 2023 Special Assessments pledged to the Series 2023 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2023 Reserve Account to pay the Debt Service Requirements on the Series 2023 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2023 Reserve Account to pay the Debt Service Requirements on the Series 2023 Bonds) (the foregoing being referred to as a “2023 Reserve Account Event”) unless within sixty (60) days from the 2023 Reserve Account Event the District has either paid to the Trustee (i) the amounts, if any, withdrawn from the 2023 Reserve Account or (ii) the portion of the Delinquent Assessment Principal and

Delinquent Assessment Interest giving rise to the 2023 Reserve Account Event are no longer delinquent; and

(b) More than fifteen percent (15%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the 2023 Special Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of such event not later than 10 days after the end of the sixty day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such an Event of Default absent notice thereof from the District.

Section 607. Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 607 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”).

(b) The District acknowledges and agrees that, although the Series 2023 Bonds were issued by the District, the Owners of the Series 2023 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Outstanding Series 2023 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Series 2023 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall

be deemed to have consented, on behalf of the Majority Owners, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2023 Special Assessments relating the Series 2023 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) or (b)(v) above.

Section 608. Assignment of Collateral Assignment.

The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2023 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 609. Third Party Beneficiaries. This Third Supplemental Indenture shall inure solely to the benefit of the District, the Trustee and the Holders from time to time of the Series 2023 Bonds, and shall create no rights in any other person or entity.

Section 610. Enforcement of Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement, and, upon the occurrence and continuance of a default under such agreement, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners may, subject to the Trustee's rights under Article X of the Master Indenture, act on behalf of, and in the District's stead, to enforce the provisions of such agreement and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement upon demand of the Majority Owners, or the Trustee at the written direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

IN WITNESS WHEREOF, Town of Kindred Community Development District II has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its [Assistant] Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

[SEAL]

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
[Assistant] Secretary

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A

No. 2023R-__ \$ _____

United States of America
 State of Florida
**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
 SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
____%	May 1, 20__	September [__], 2023	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND AND
 NO/100 DOLLARS

THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2023 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2023 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2023 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2023 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2023 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2023 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the “District”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2023 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the

most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on November 1, 2023, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture, the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Series 2023 Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30 day months.

This Bond is one of a duly authorized issue of bonds of the District designated “Special Assessment Revenue Bonds, Series 2023” (the “Series 2023 Bonds”) issuable under and governed by the terms of a Master Trust Indenture, dated as of August 1, 2020 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as supplemented by a Third Supplemental Trust Indenture, dated as of September 1, 2023 (the “Supplemental Indenture”), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the “Indenture”). The Series 2023 Bonds are issued in an aggregate principal amount of \$[_____] for the purposes of (i) financing the Cost of acquiring, constructing and equipping the 2023 Project (as defined in the Supplemental Indenture); (ii) paying certain costs associated with the issuance of the Series 2023 Bonds; (iii) paying a portion of the interest to accrue on the Series 2023 Bonds; and (iv) making a deposit into the 2023 Reserve Account for the benefit of all of the Series 2023 Bonds.

This Series 2023 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2023 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2023 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2023 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2023 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2023 Bonds, and, by the acceptance of this Series 2023 Bond, the Registered Owner and Beneficial Owners hereof assent to all of the

provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2023 Bonds are equally and ratably secured by the 2023 Trust Estate, without preference or priority of one Series 2023 Bond over another.

The Series 2023 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”); provided however, delivery of the Series 2023 Bonds to the initial purchasers thereof shall be in minimum principal amounts of \$100,000 and integral multiples of \$5,000 in excess thereof. This Series 2023 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the “Bond Registrar”), upon surrender of this Series 2023 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2023 Bond or Series 2023 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2023 Bond or Series 2023 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2023 Bonds may be exchanged for an equal aggregate principal amount of Series 2023 Bonds of the same maturity, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2023 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2023 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2023 Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Series 2023 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 20[] at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2023 Bond maturing May 1, 20[] is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
20[]	\$[]

20[]	[]
20[]	[]
20[]*	[]

*Maturity

The Series 2023 Bond maturing May 1, 20[] is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
20[]	\$([])
20[]	[]
20[]	[]
20[]*	[]

*Maturity

The Series 2023 Bond maturing May 1, 20[] is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2023 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
20[]	\$([])
20[]	[]
20[]	[]
20[]*	[]

*Maturity

Any Series 2023 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2023 Bonds.

Upon redemption or purchase of the Series 2023 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2023 Bonds is amortized in substantially equal annual installments of principal and

interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds.

Extraordinary Mandatory Redemption

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2023 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2023 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after Completion Date of the 2023 Project by application of moneys transferred from the 2023 Acquisition and Construction Account to the 2023 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2023 Prepayment Account from the prepayment of 2023 Special Assessments and from amounts deposited into the 2023 Prepayment Account from any other sources; or

(iii) When the amount on deposit in the 2023 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2023 Bonds then Outstanding as provided in the Supplemental Indenture.

If less than all of the Series 2023 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2023 Bonds or portions of such Series 2023 Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2023 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2023 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2023 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2023 Bonds or such portions thereof on such date, interest on such Series 2023 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2023 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2023 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2023 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect

to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2023 Bond which remain unclaimed for three (3) years after the date when such Series 2023 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2023 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2023 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2023 Bonds as to the 2023 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2023 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2023 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS SERIES 2023 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2023 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2023 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2023 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2023 PLEDGED REVENUES AND THE 2023 PLEDGED FUNDS PLEDGED TO THE SERIES 2023 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2023 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Town of Kindred Community Development District II has caused this Series 2023 Bond to bear the signature the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of its [Assistant] Secretary.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
[Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Registrar

By: _____
Vice President

Date of Authentication

CERTIFICATE OF VALIDATION

This Series 2023 Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Osceola County, Florida, rendered on May 12, 2020.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Chair, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2023 BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2023 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entirety

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2023 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Series 2023 Bond on the books of the District, with full power of substitution in the premises.

Date: _____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2023 Bond in every particular without alteration or any change whatever.

NOTICE: Signatures (s) must be guaranteed by guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guaranteed program acceptable to the Trustee.

EXHIBIT B

FORM OF REQUISITION 2023 ACQUISITION AND CONSTRUCTION ACCOUNT

Town of Kindred Community Development District II
Osceola County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Town of Kindred Community Development District II (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of August 1, 2020, as supplemented by that certain Third Supplemental Trust Indenture dated as of September 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number;
- (B) Name of Payee;
- (C) Amount Payable;
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Account from which disbursement to be made: 2023 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project;

4. each disbursement represents a Cost of the 2023 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that; (i) this disbursement is for the Cost of the 2023 Project and is consistent with the report of the Consulting Engineer, as such report has been amended or modified; (ii) that the portion of the 2023 Project improvements being acquired from the proceeds of the Series 2023 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2023 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2023 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2023 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

Consulting Engineer

EXHIBIT C

DESCRIPTION OF 2023 PROJECT

ASSESSABLE IMPROVEMENTS FOR PHASES 3A, 3C AND 3D AS DESCRIBED IN THE AMENDED & RESTATED ENGINEER'S REPORT DATED FEBRUARY 9, 2023, AS PREPARED BY BOYD CIVIL ENGINEERING, INC. AND AS REVISED FROM TIME TO TIME.

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
(Osceola County, Florida)**

§ _____
**Special Assessment Revenue Bonds,
Series 2023**

August __, 2023

BOND PURCHASE AGREEMENT

Town of Kindred Community Development District II
Osceola County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this Bond Purchase Agreement with the Town of Kindred Community Development District II (the “District” or the “Issuer”). This offer is made subject to written acceptance hereof by the Issuer at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum or the Indenture, as applicable, each as defined herein.

1. **Purchase and Sale.** Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$_____ aggregate principal amount of the Issuer’s Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). The Series 2023 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2023 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2023. The purchase price for the Series 2023 Bonds shall be \$_____ (representing the aggregate par amount of the Series 2023 Bonds of \$_____, [less/plus] [net] original issue [discount/premium] of \$_____, and less an Underwriter’s discount on the Series 2023 Bonds of \$_____. The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. **The Series 2023 Bonds.** The Series 2023 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the “Act”), and Ordinance No. 2020-16 enacted by the Board of County Commissioners of Osceola County, Florida (the “Commission”) on January 13, 2020, and effective on January 15, 2020, as amended by Ordinance No. 2023-05 enacted by the Commission on January 9, 2023, and effective on January 11, 2023. The District was established for the purposes, among other things, of financing, acquiring or constructing,

maintaining and operating a portion of the infrastructure within and without the boundary of the District and necessary for development of the community known as Kindred (the “Development”). The Series 2023 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of August 1, 2020 (the “Master Indenture”), as supplemented by a Third Supplemental Trust Indenture dated as of September 1, 2023 (the “Third Supplement” and, together with the Master Indenture, the “Indenture”) each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), and Resolution No. 2020-31 adopted by the District on February 14, 2020 and Resolution No. 2023-__ adopted by the District on August 10, 2023 (together, the “Bond Resolutions”) authorizing the issuance of the Series 2023 Bonds. The 2023 Special Assessments comprising the 2023 Pledged Revenues will be levied by the Issuer on lands within the District specially benefited by the 2023 Project pursuant to resolutions duly adopted by the District (collectively, the “Assessment Resolutions”). The Series 2023 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer has also entered into, or will enter into at or prior to Closing (as defined in Section 7 hereof): (a) a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) with D.R. Horton, Inc. (the “Developer”) and Rizzetta & Company, Incorporated, as dissemination agent; (b) the Agreement between the District and the Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property (Expansion Area) (the “Acquisition Agreement”); (c) the Collateral Assignment Agreement (2023 Bonds) between the District and the Developer (the “Collateral Assignment”), (d) the Completion Agreement (2023 Bonds) between the District and the Developer (the “Completion Agreement”); and (e) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the Collateral Assignment, the Completion Agreement, and the Acquisition Agreement are referred to herein collectively as the “Financing Documents.”

The Series 2023 Bonds are being issued to: (i) finance the cost of acquisition, construction, installation and equipping of a portion of the 2023 Project; (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; (iii) pay a portion of the interest accruing on the Series 2023 Bonds; and (iv) fund the 2023 Reserve Account established for such Series 2023 Bonds.

The principal of and interest on the Series 2023 Bonds are payable from and secured by the 2023 Trust Estate, which includes the 2023 Pledged Revenues and the 2023 Pledged Funds, as provided for in the Indenture. The 2023 Pledged Revenues consist primarily of the revenues derived by the District from 2023 Special Assessments levied and collected by the District pursuant to the Assessment Resolutions with respect to property specially benefited by the 2023 Project.

3. Delivery of Limited Offering Memorandum and Other Documents.

(a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum dated August __, 2023 (the “Preliminary Limited Offering Memorandum”), that the Issuer deemed final as of its date, except for certain permitted omissions (the “permitted omissions”), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) in connection with the pricing of the Series 2023 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2023 Bonds

are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board (“MSRB”) in order to accompany any confirmation that requests payment from any customer sufficient copies of the final Limited Offering Memorandum (“Limited Offering Memorandum”) to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2023 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2023 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2023 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2023 Bonds are hereinafter included within the term “Limited Offering Memorandum.”

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any “person” or “affiliate” has been on the “convicted vendor list” during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Series 2023 Bonds. The Underwriter agrees to make a bona fide limited offering to “accredited investors” representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriter or wholesalers) of all of the Series 2023 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2023

Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2023 Bonds. The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2023 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such limited public offering and sale.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolutions and the Assessment Resolutions; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Series 2023 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2023 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and the execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the 2023 Project; and (viii) levy and collect the 2023 Special Assessments that will secure the Series 2023 Bonds. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2023 Bonds.

(b) The District has complied, and at the Closing will be in compliance in all respects, with the Bond Resolutions, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2023 Bonds, and the imposition, levy and collection of the 2023 Special Assessments.

(c) The District has duly authorized and approved, and, with respect to the final 2023 Special Assessments, will authorize and approve (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the 2023 Special Assessments and the Series 2023 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the 2023 Special Assessments, the Series 2023 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes, or will at the Closing constitute, a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery hereof and thereof by the parties hereto and thereto, will constitute a legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2023 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2023 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2023 Bonds, a legally valid and binding pledge of and a security interest in and to the 2023 Trust Estate pledged to the Series 2023 Bonds, subject only to the provisions of the Indenture permitting the application of such 2023 Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2023 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2023 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2023 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2023 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2023 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2023 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2023 Bonds or the proceedings relating to the 2023 Special Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2023 Bonds, the Financing Documents, the 2023 Special Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds, (6) the exemption under the Act of the Series 2023 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2023 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series

2023 Bonds, or (9) the collection of the 2023 Special Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2023 Bonds.

(k) Other than as stated in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the 2023 Trust Estate pledged to the Series 2023 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2023 Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company, the Developer, the Development, or the Underwriter or contained in the Limited Offering Memorandum under "SUITABILITY FOR INVESTMENT," "THE DISTRICT – The District Manager and Other Consultants," "DESCRIPTION OF THE SERIES 2023 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "LITIGATION- The Developer," or "CONTINUING DISCLOSURE – Continuing Compliance – The Developer" or "UNDERWRITING."

(o) The District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. **The Closing.** At 12:00 noon, New York time, on September __, 2023, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2023 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2023 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2023 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2023 Bonds, but neither the failure to print such number on any Series 2023 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2023 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2023 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to

DTC during the business day prior to the Closing for purposes of inspection, unless the DTC “F.A.S.T.” procedure is used which requires the Registrar to retain possession of the Series 2023 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2023 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents, the Bond Resolutions and the Assessment Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2023 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2023 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) Certificates, dated the date of Closing regarding the Limited Offering Memorandum and no default;

(2) The Bond Resolutions and the Assessment Resolutions, certified by authorized officers of the District under its seal as true and correct copies and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) The Master Indenture and the Third Supplement and the proceedings relating to the levy of the 2023 Special Assessments, certified by authorized officers of the District as true and correct copies;

(4) The Limited Offering Memorandum, and each supplement or amendment, if any, thereto;

(5) A certificate of the District, dated the date of Closing, signed on its behalf by the Chairman or Vice Chairman and the Secretary or an Assistant Secretary of its Board of Supervisors, in substantially the form of Exhibit C hereto;

(6) An opinion, dated the date of Closing, of Akerman LLP, Jacksonville, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(7) A supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (i) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to them; (ii) the Series 2023 Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the "1939 Act") and it is not necessary in connection with the sale of the Series 2023 Bonds to the public to register the Series 2023 Bonds under the 1933 Act, or to qualify the Indenture under the 1939 Act; and (iii) Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2023 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system), "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS" (excluding the subheadings entitled "Agreement for Assignment of Development Rights," and "Completion Agreement"), and "APPENDIX D – FORM OF OPINION OF BOND COUNSEL" and is of the opinion that insofar as such statements purport to summarize certain provisions of the Series 2023 Bonds and the Indenture, that such statements fairly represent the documents purported to be summarized therein. Bond Counsel has also reviewed the statements contained in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the section captioned "TAX MATTERS" and is of the opinion that insofar as such sections purport to summarize the provisions of the Internal Revenue Code of 1986 as amended, and applicable laws of the State of Florida, such sections are correct as to matters of law;

(8) An opinion, dated the date of Closing, of Kutak Rock LLP, Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(9) A copy of the Assessment Reports, each prepared by Rizzetta & Company, Incorporated and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(10) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(11) An opinion, dated the date of Closing and addressed to the Underwriter, the Issuer and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to the Underwriter and Issuer and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(12) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit F and opinion(s) of counsel to the Developer in substantially the form included herein as Exhibit G (which may be addressed to such parties listed in Exhibit G in one or more separate opinions);

(13) Copies of the Engineer's Report of Boyd Civil Engineering, Inc. (the "Consulting Engineer") and a certificate from the Consulting Engineer, in substantially the form attached hereto as Exhibit H dated the date of Closing and addressed to the Issuer and the Underwriter;

(14) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2023 Bonds will be used in a manner that would cause the Series 2023 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(15) Specimen Series 2023 Bonds;

(16) A copy of the executed Letter of Representations between the District and The Depository Trust Company, New York, New York;

(17) Executed Financing Documents and the Declaration of Consent (2023 Bonds) of the Developer dated the date of Closing;

(18) A certificate executed by the District Manager that all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;

(19) Evidence of compliance with the requirements of Section 189.051, Florida Statutes;

(20) A copy of the final validation judgment and certificate of no appeal with respect to the Series 2023 Bonds;

(21) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2023 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2023 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2023 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Series 2023 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2023 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2023 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by them; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2023 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2023 Bonds to be registered under the Securities Act

of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2023 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2023 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2023 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2023 Bonds, or the Series 2023 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2023 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2023 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2023 Bonds or obligations of the general character of the Series 2023 Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2023 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2023 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2023 Bonds, the Bond Resolutions, the Assessment Resolutions, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2023 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum.

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2023 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2023 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Rizzetta & Company, Incorporated, as Assessment Consultant, Boyd Civil Engineering, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's counsel; (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2023 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by them in connection with their offering and distribution of the Series 2023 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2023 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2023 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, electronically mailed or delivered to:

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Attn: Brett Sealy

The District: Town of Kindred Community Development District II
c/o Rizzetta & Company, Incorporated
3434 Colwell Avenue, Suite 130
Tampa, Florida 33614
Attn: Brian Mendes
Phone: (813) 933-5571

Copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Jere L. Earlywine, Esq.

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2023 Bonds pursuant to this Bond Purchase Agreement; or (iii) any

termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair of the District and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue its \$_____ Special Assessment Revenue Bonds, Series 2023 (the "Series 2023 Bonds") for the purposes listed in Section 2 hereof. This obligation is expected to be repaid from 2023 Pledged Revenues and 2023 Pledged Funds, as further described herein (together, the "2023 Trust Estate") over a period of approximately ___ years. At a true interest cost of approximately _____%, total interest paid over the life of the Series 2023 Bonds will be approximately \$_____.

(b) The source of repayment for the Series 2023 Bonds is the 2023 Trust Estate. Authorizing this obligation will result in a maximum of approximately \$_____ of 2023 Pledged Revenues not being available to finance other services of the Issuer every year for approximately ___ years; provided, however, that in the event the Series 2023 Bonds are not issued, the District would not be entitled to impose and collect the 2023 Special Assessments in the amount of the debt service to be paid on the Series 2023 Bonds.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2023 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2023 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2023 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2023 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2023 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2023 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Series 2023 Bonds of that maturity or until all Series 2023 Bonds of that maturity have been sold to the public.

[Remainder of page intentionally left blank]

21. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

Accepted by:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

John Valantasis, Chair, Board of Supervisors

EXHIBIT A

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS*

[To come]

REDEMPTION PROVISIONS

[To come]

* The District is not responsible for the use of CUSIP numbers, nor is a representation made as to their correctness. The CUSIP numbers are only included solely for the convenience of the readers of this Bond Purchase Agreement and may be changed after the issuance of the Series 2023 Bonds.

EXHIBIT B

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
(Osceola County, Florida)**

**§ _____
Special Assessment Revenue Bonds,
Series 2023**

DISCLOSURE STATEMENT

_____, 2023

Town of Kindred Community Development District II
Osceola County, Florida

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2023 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Series 2023 Bonds pursuant to a Bond Purchase Agreement dated _____, 2023 (the "Purchase Agreement") between the Underwriter and the Town of Kindred Community Development District II (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2023 Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$_____ (____%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2023 Bonds is \$_____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2023 Bonds.

(d) The components of the Underwriter's discount are as follows:

Management Fee:	\$___/\$1,000	or	\$
Takedown:	\$___/\$1,000	or	
Expenses:	\$___/\$1,000	or	_____
	\$___/\$1,000		\$

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2023 Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
<hr/>	
Total	\$

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Chair and Assistant Secretary, respectively, of the Board of Supervisors of the Town of Kindred Community Development District II (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(5) of the Bond Purchase Agreement, dated August __, 2023, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of \$_____ aggregate principal amount of its Special Assessment Revenue Bonds, Series 2023 (the "Series 2023 Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement):

1. John Valantasis is the duly appointed and acting Chair of, and Brian Mendes is a duly appointed and acting Assistant Secretary to the Board of Supervisors of the District, authorized by resolution of the Board of Supervisors of the District pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board of Supervisors of the District:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
John Valantasis*	Chair	November 2024
Louis Avelli*	Vice Chair	November 2026
Matthew Stolz*	Assistant Secretary	November 2026
Anthony Benitez*	Assistant Secretary	November 2026
Vacant	Assistant Secretary	November 2024

* Employee of the Developer or one of its affiliates.

2. The following named persons are the only designated, elected or appointed, qualified and acting officers of the District, holding the office of appointment set forth opposite their names, respectively:

<u>Name</u>	<u>Title</u>
John Valantasis	Chair
Louis Avelli	Vice Chair
Matthew Stolz	Assistant Secretary
Anthony Benitez	Assistant Secretary
Louis Avelli	Assistant Secretary
Belinda Blandon	Assistant Secretary
Brian Mendes	Assistant Secretary
Scott Brizendine	Secretary
[REDACTED]	Treasurer
[Shawn Wildermuth]	Assistant Treasurer

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board of Supervisors of the District holding the office set forth

opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on February 14, 2020, and August 10, 2023, duly adopted Resolution Nos. 2020-31 and 2023-__, respectively, true and correct copies of which are attached hereto (together, the “Bond Resolutions”), which Bond Resolutions remain in full force and effect on the date hereof.

6. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on February 9, 2023, February 9, 2023, April 13, 2023, and September __, 2023, duly adopted Resolution Nos. 2023-10, 2023-11, 2023-12, and 2023-__ (collectively, the “Assessment Resolutions”), which Assessment Resolutions remain in full force and effect on the date hereof.

7. The above referenced meetings of the Board at which the Bond Resolutions and Assessment Resolutions were adopted were duly called in accordance with applicable law, including Executive Order 2020-69 issued by Governor DeSantis, as extended and supplemented, and pursuant to Section 120.54(5)(b)2, Florida Statutes, and at said meetings a quorum was present and acted throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolutions, the Assessment Resolutions, the Indenture, the Series 2023 Bonds or any documents related to the issuance of the Series 2023 Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, as amended, and all laws amendatory thereof and supplementary thereto, including Executive Order 2020-69 issued by Governor DeSantis, as extended and supplemented, and pursuant to Section 120.54(5)(b)2, Florida Statutes.

8. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the 2023 Special Assessments.

9. Upon authentication and delivery of the Series 2023 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolutions, the Assessment Resolutions or the Indenture.

10. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2023 Bonds pursuant to the Bond Purchase Agreement, the Bond Resolutions, the Assessment Resolutions and the Indenture.

12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a

material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company, the Developer, the Development, or the Underwriter or contained in the Limited Offering Memorandum under "SUITABILITY FOR INVESTMENT," "THE DISTRICT – The District Manager and Other Consultants," "DESCRIPTION OF THE SERIES 2023 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "LITIGATION- The Developer," "CONTINUING DISCLOSURE – Continuing Compliance – The Developer" or "UNDERWRITING." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

14. Except as set forth in the Limited Offering Memorandum, there is no litigation or other proceedings pending against the District of which the District has notice or, to the knowledge of the District, threatened against the District in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Series 2023 Bonds or the imposition, levy and collection of the 2023 Special Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Series 2023 Bonds, (b) questioning or affecting the validity of any provision of the Series 2023 Bonds, the Bond Resolutions, the Assessment Resolutions, the 2023 Special Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2023 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the 2023 Special Assessments or the 2023 Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Series 2023 Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Series 2023 Bonds and the interest thereon under Florida law or the legality for investment therein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, we have hereunder set our hands this ____ day of September, 2023.

(SEAL)

John Valantasis, Chair, Board of Supervisors
Town of Kindred Community Development
District II

Brian Mendes, Assistant Secretary, Board of Supervisors
Town of Kindred Community Development
District II

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

September __, 2023

Town of Kindred Community Development District II
Osceola County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida
(solely for reliance upon Sections C.1. and C.3.)

Re: §_____ Town of Kindred Community Development District II (Osceola County,
Florida) Special Assessment Revenue Bonds, Series 2023

Ladies and Gentlemen:

We serve as counsel to the Town of Kindred Community Development District II (“**District**”), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its §_____ Town of Kindred Community Development District II (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2023 (“**Bonds**”). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below), Section 207 of the Supplemental Trust Indenture (defined below), and Section 8(c)(8) of the Bond Purchase Agreement (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance Nos. 2020-16 and 2023-05, each enacted by the Board of County Commissioners of Osceola County, Florida, on January 13, 2020, and January 9, 2023, respectively (“**Establishment Ordinance**”);
2. the *Master Trust Indenture*, dated as of August 1, 2020 (“**Master Indenture**”), as supplemented by the *Third Supplemental Trust Indenture*, dated as of September 1, 2023 (“**Supplemental Trust Indenture**,” and together with the Master Indenture, “**Indenture**”), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (“**Trustee**”);

3. Resolutions Nos. 2020-31 and 2023-__ adopted by the District on February 14, 2020, and August 10, 2023, respectively (together, “**Bond Resolution**”);
4. *Amended & Restated Engineer’s Report*, dated February 9, 2023 (“**Engineer’s Report**”), which describes among other things, the “**2023 Project**”;
5. the *Master Special Assessment Allocation Report (Expansion Area)*, dated February 9, 2023, and the *[Final Supplemental Special Assessment Allocation Report (2023 Bonds)]*, dated August __, 2023 (together, “**Assessment Methodology**”);
6. Resolution Nos. 2023-10, 2023-11, 2023-12 and 2023-__ (collectively, “**Assessment Resolution**”), establishing the debt service special assessments (“**Debt Assessments**”) securing the Bonds;
7. the *Final Judgment* issued on May 12, 2020 and by the Circuit Court for the Ninth Judicial Circuit in and for Osceola County, Florida in Case No. 49-2020-CA-592-OC, and Certificate of No Appeal issued on June 19, 2020;
8. the Preliminary Limited Offering Memorandum dated August __, 2023 (“**PLOM**”) and Limited Offering Memorandum dated August __, 2023 (“**LOM**”);
9. certain certifications by MBS Capital Markets, LLC (“**Underwriter**”), as underwriter to the sale of the Bonds;
10. certain certifications of Boyd Civil Engineering, Inc., as “**Consulting Engineer**”;
11. certain certifications of Rizzetta & Company, Inc., as “**District Manager**” and as “**Assessment Consultant**”;
12. general and closing certificate of the District;
13. an opinion of Akerman LLP (“**Bond Counsel**”) issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Holland & Knight LLP (“**Trustee Counsel**”) issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. opinion of Nelson Mullins Riley & Scarborough LLP, counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. the following agreements (collectively, “**Bond Agreements**”):
 - (a) the Continuing Disclosure Agreement dated September __, 2023, by and among the District, D.R. Horton, Inc. (“**Developer**”) and a dissemination agent;
 - (b) the Bond Purchase Agreement between Underwriter and the District and dated August __, 2023 (“**BPA**”);
 - (c) the Agreement Regarding the Acquisition of Certain Work Product, Improvements and Real Property (Expansion Area) between the District and the Developer and dated March 20, 2023;
 - (d) the Completion Agreement (2023 Bonds) between the District and the Developer and dated September __, 2023;

- (e) the Collateral Assignment Agreement (2023 Bonds) between the District and the Developer and dated September __, 2023;
- 17. a Declaration of Consent (2023 Bonds) executed by the Developer; and
- 18. Certificate of Developer; and
- 19. The following Executive Orders of Governor DeSantis of the State of Florida: 2020-52 issued March 9, 2020 and 2020-69 issued March 20, 2020, as amended, extended and supplemented, respectively (“**Executive Orders**”); and
- 20. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the Consulting Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the Developer, and others relative to the LOM and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; provided, however, that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special-purpose government and a community development district under Chapter 190, *Florida Statutes* (“**Act**”), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to authorize and execute the Assessment Resolution and to levy and impose the Debt Assessments, as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt

Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court for the Ninth Judicial Circuit in and for Osceola County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** –As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the PLOM, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: “THE DISTRICT” (excluding the subcaption “District Manager and Other Consultants”), “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – ‘Agreement for Assignment of Development Rights’ and – ‘Completion Agreement,’” “ENFORCEMENT OF ASSESSMENT COLLECTIONS,” “VALIDATION,” “LITIGATION – The District,” “CONTINUING DISCLOSURE – Continuing Compliance – The District” and “AGREEMENT BY THE STATE” and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – Based on our serving as the District’s Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting

or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the 2023 Project*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the 2023 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents. We have also assumed the legality and validity of the Executive Orders.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial

discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or “blue sky” laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, project, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to the Developer’s and/or any other landowner’s ownership interests in any property within the District, and whether the Developer and/or any other landowner owns any of the real property subject to the recordable Bond Agreements and/or Declaration of Consent.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase “to our knowledge,” the words “to our knowledge” signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

EXHIBIT E

CERTIFICATE OF RIZZETTA & COMPANY, INCORPORATED

I, William J. Rizzetta, President of Rizzetta & Company, Incorporated, do hereby certify to the Town of Kindred Community Development District II (the “District”) and MBS Capital Markets, LLC (the “Underwriter”) in connection with the issuance, sale and delivery by the District on this date of \$ _____ aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated August __, 2023 (the “Limited Offering Memorandum”) of the District relating to the Series 2023 Bonds):

Rizzetta & Company, Incorporated has acted as District Manager and Assessment Consultant to the District in connection with the issuance of the Series 2023 Bonds and has been retained by the District to prepare the Master Special Assessment Allocation Report (Expansion Area) dated February 9, 2023, as supplemented by the [Final Supplemental Special Assessment Allocation Report (2023 Bonds)] dated August __, 2023, comprising a part of the Assessment Proceedings of the District (together, the “Report”);

1. the 2023 Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the 2023 Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2023 Bonds through the final maturity thereof;

2. the 2023 Project provides a special benefit to the properties assessed and the 2023 Special Assessments are fairly and reasonably allocated to the properties assessed;

3. Rizzetta & Company, Incorporated consents to the use of the Report included as Appendix B to the Limited Offering Memorandum;

4. Rizzetta & Company, Incorporated consents to the references to the firm in the Limited Offering Memorandum;

5. the Report was prepared in accordance with all applicable provisions of Florida law;

6. as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, the 2023 Project, the 2023 Special Assessments, or any information provided by us, and the Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

7. the information contained in the Limited Offering Memorandum under the heading “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” and “THE DISTRICT – District Manager and Other Consultants” is true and correct in all material respects, and, such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;

8. except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; and

9. the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

10. as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2023 Bonds, or in any way contesting or affecting the validity of the Series 2023 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2023 Bonds, or the existence or powers of the District; and

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

IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of September, 2023.

RIZZETTA & COMPANY, INCORPORATED

William J. Rizzetta, President

EXHIBIT F

FORM OF CERTIFICATE OF DEVELOPER

The undersigned, the duly authorized representative of D.R. Horton, Inc., as the developer (the “Developer”) of the development known as Kindred (the “Development”), does hereby certify to the TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II (the “District”) and MBS CAPITAL MARKETS, LLC (the “Underwriter”) that:

1. This certificate is delivered by the Developer to enable the Underwriter to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934 (the “Rule”) in connection with the offering and sale by the District of its \$_____ Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). Capitalized terms that are used in this certificate and not otherwise defined shall have the meanings assigned to such terms in the Limited Offering Memorandum, dated August __, 2023 (the “Limited Offering Memorandum”) and the Bond Purchase Agreement, dated August __, 2023, between the Underwriter and the District (the “Bond Purchase Agreement”).

2. The information contained in the Limited Offering Memorandum under the heading “THE DEVELOPER” and, as it pertains to the Developer and its interest in the Development, under the headings “INTRODUCTION,” “THE CAPITAL IMPROVEMENT PROGRAM AND THE 2023 PROJECT,” “THE DEVELOPMENT,” “LITIGATION – The Developer” and “CONTINUING DISCLOSURE” (as it pertains to the Developer) contains no untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

3. There has been no action taken by or omitted by the Developer that impairs the contemplated transactions by the District with respect to the Series 2023 Bonds, including: (a) the issuance and sale of the Series 2023 Bonds upon the terms set forth in the Bond Purchase Agreement; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the 2023 Project (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2023 Bonds, the Master Trust Indenture, dated as of August 1, 2020 (the “Master Indenture”), and the Third Supplemental Trust Indenture, dated as of September 1, 2023 (the “Third Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), the Continuing Disclosure Agreement, the Acquisition Agreement, the Completion Agreement, the Declaration of Consent (2023 Bonds) (the “Declaration of Consent”), the Collateral Assignment and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture. The Developer acknowledges and consents to those provisions of the Bond Purchase Agreement which reference it.

4. The consummation of the transactions described in the Limited Offering Memorandum does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the

Developer is subject or by which it or its properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum does not, on the date hereof, and will not at the time of such consummation, to the best of the Developer's knowledge, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing constitution, laws, court or administrative rule or regulations, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force and effect on the date hereof, which would have a material adverse effect on the Series 2023 Bonds or the Development.

5. The Developer is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the Series 2023 Bonds or the Development.

6. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or threatened, to the best of the Developer's knowledge, against the Developer: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2023 Bonds or the application of the proceeds thereof, or the levy or collection of the 2023 Special Assessments, (b) contesting or affecting the authority for the issuance of the Series 2023 Bonds or the validity or enforceability of the Series 2023 Bonds, the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Acquisition Agreement, the Collateral Assignment, the Completion Agreement or the Declaration of Consent, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, including its power to develop the Development.

7. That portion of the District property securing 2023 Special Assessments for the Series 2023 Bonds is free and clear of any commercial mortgage encumbrance (i.e., non single-family home mortgages obtained by homeowners).

8. The Developer is complying in all material respects with all provisions of applicable law in all material matters relating to the Development and the District and its undertaking as described in the Limited Offering Memorandum and the Indenture including applying for all necessary permits. The Developer hereby certifies that: (a) it has the appropriate land use and zoning approvals under the Comprehensive Plan for Osceola County and the Land Development Code approved by Osceola County to permit the development of the Development and the construction of the improvements as described in the Limited Offering Memorandum under the headings of "THE DEVELOPMENT" and "THE DEVELOPER," (b) the Developer is not in default of any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the 2023 Project (as described in the Limited Offering Memorandum) or the Developer's ability to complete the Development as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance by the Developer with the material conditions of the Comprehensive Plan for Osceola County, the Osceola County Land Development Code, and zoning requirements, all of which conditions are within the control of the Developer (subject to applicable future permitting requirements and dedications as identified in the Limited Offering Memorandum) and upon issuance of applicable future permits, the Development and the District will be able to be developed as described in the Limited Offering Memorandum.

9. The Developer has previously entered into continuing disclosure obligations pursuant to the Rule, including undertakings with respect to Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2020, Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2021, and bonds issued by other community development district, including, but not limited to, the Town of Kindred Community Development District (“District I”). The Developer has complied in all material respects with such obligations in the previous five (5) years, except that certain quarterly filings and material event filings required to be made thereunder were not filed when due. The Developer anticipates satisfying all future disclosure obligations required pursuant to the Continuing Disclosure Agreement and the Rule.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Developer as of this ____ day of September, 2023.

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

_____, its _____

EXHIBIT G

FORM OF OPINION OF COUNSEL TO DEVELOPER

September __, 2023

Town of Kindred Community Development District II
Osceola County, Florida

MBS Capital Markets, LLC
Attn: Brett Sealy
152 Lincoln Avenue
Winter Park, Florida 32789

Re: Town of Kindred Community Development District II
\$_____ Special Assessment Revenue Bonds, Series 2023 (the "Series 2023 Bonds")

Ladies and Gentlemen:

We have acted as counsel to D.R. Horton, Inc., a Delaware corporation (the "**Developer**"), in connection with its development project known as Kindred located in Osceola County, Florida (the "**Property**") further described as the "Development" in the Limited Offering Memorandum, dated August __, 2023 (the "**Limited Offering Memorandum**"), relating to the Series 2023 Bonds issued by the Town of Kindred Community Development District II (the "**District**"). As of the date of this opinion, the owners of the 2023 Assessment Area are described in the Title Report (defined below), a portion of which is owned by the Developer ("**Developer Lands**"). Unless otherwise defined herein, capitalized terms used herein have the respective meanings assigned to such terms in the Bond Purchase Agreement, dated August __, 2023 (the "**Contract**"), between the District and MBS Capital Markets, LLC (the "**Underwriter**"), or in the Master Trust Indenture, dated as of August 1, 2020 from the District to U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee, as supplemented by a Third Supplemental Trust Indenture dated as of September 1, 2023 (collectively, the "**Indenture**").

In our capacity as counsel to the Developer, we have examined and are familiar with (i) the Declaration of Consent (2023 Bonds), dated September __, 2023, (ii) the Continuing Disclosure Agreement, dated September __, 2023, (iii) the Agreement between the District and Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property, dated March 20, 2023, (iv) the Collateral Assignment Agreement (2023 Bonds), dated September __, 2023, and (v) the Completion Agreement (2023 Bonds) between the Developer and the District, dated September __, 2023 (collectively, the "**Developer Agreements**").

Also, we have examined the following organizational documents (collectively, the "**Developer Organizational Documents**"):

(a) _____ of the Developer, filed with the Delaware Secretary of State on July 1, 1991, as File No. 2267254;

(b) Application by Foreign LLC for authorization to transact business in Florida, filed with the Florida Secretary of State on October 24, 1991, as Document No. P36059;

(c) On-line confirmation through the Florida Department of State Division of Corporations of the active status of Developer in the State of Florida; and

(d) Certified copy of Action by Written Consent of the Manager of the Developer dated _____, _____.

We have made such examination of laws as we have deemed necessary or appropriate in rendering the opinions set forth below. We have further relied upon certificates and representations made by the Developer, the Developer's representatives and the parties to this transaction described in the Limited Offering Memorandum.

The opinions hereinafter expressed are subject to the following qualifications:

A. The enforceability of the Developer Agreements in accordance with their respective terms is subject to (i) the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights and/or remedies generally, and (ii) general principles of equity, commercial reasonableness, and good faith which limit specific enforcement of, or indemnification provisions in the documents. Our opinion as to enforceability of any document is, therefore, subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights and/or remedies generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), commercial reasonableness, good faith and the exercise of judicial discretion in appropriate cases.

B. Certain rights and remedies contained in the Developer Agreements may be rendered ineffective, or limited, by applicable laws or judicial decisions governing such provisions, but such laws and judicial decisions do not, in our opinion, make the Developer Agreements inadequate for the practical realization of the benefits intended to be provided by the Developer Agreements.

C. We have examined the originals or copies of such records of the Developer, certificates of public officials, the Developer's Organizational Documents, and such other agreements, instruments and documents that we have deemed necessary as a basis for the opinions hereinafter expressed.

D. In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by the public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof.

E. In rendering this opinion, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

F. Except for the Developer, we have assumed that each other party to the Developer Agreements has the requisite power and authority to enter into and perform its respective obligations under the Developer Agreements and has duly authorized and executed and delivered the respective Developer Agreements, and that such Developer Agreements are valid, binding and enforceable against such other parties.

G. We have assumed that the Developer Agreements reviewed by us contain the entire agreement of the parties with respect to the subject matter thereof. Based upon inquiry of the Developer, we understand that there are no other oral or written agreements between the parties that would modify the Developer Agreements.

H. As to any fact relevant to this opinion, we have relied solely upon representations of the Developer. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the Developer. Whenever our opinion herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or awareness, it is intended to signify that during the course of our representation of the Developer as herein described, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts.

I. The opinions expressed herein relate solely to Florida and federal law, as now existing. We express no opinion with regard to any matters which may be, or which purport to be, governed by the laws of any other state or jurisdiction.

J. Nothing herein shall be construed as an opinion regarding the possible applicability of Federal or state securities or “blue sky” laws, as to which no opinion is expressed.

K. We exclude from this opinion letter an opinion as to the applicability or effect of any Federal or state taxes, including income taxes, sales taxes and franchise fees.

L. We express no opinions other than those specifically set forth herein and no other opinions may be considered implied or inferred hereby.

Based upon the foregoing, and subject to the qualifications set forth herein, we are of the opinion that:

1. The Developer is a corporation, duly organized and validly existing under the laws of the State of Delaware and is authorized to do business in the State of Florida.

2. The Developer has the power and authority to conduct its business and undertake the Development as described in the Limited Offering Memorandum.

3. The execution, delivery and performance by the Developer of the Developer Agreements are within the powers of the Developer and have been duly authorized by all required corporate action. The Developer Agreements have been duly executed and delivered and are the legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms and do not violate the Developer’s Organizational Documents. To the best of our knowledge, the Developer Agreements are in full force and effect as of the date hereof, and we are not aware of any event occurring which, with the passage of time or giving of notice or both, would constitute an event of default by the Developer thereunder.

4. Based on a review of that certain [_____] (collectively, the “**Title Report**”), and without independent inquiry, fee simple title to the Developer Lands is held by the Developer and is subject only to the liens, encumbrances, easements and agreements set forth in the Title Report. The opinion in this paragraph is given as of the date of the Title Report, and we disclaim any obligation to advise you

of any change which thereafter may have been brought to our attention. We offer no opinion as to the correctness of the Title Report, and have not undertaken any independent verification as to the title of the Property, including the Developer Lands; however, nothing has come to our attention that would lead us to believe that the Title Report is incorrect.

5. To our knowledge, the levy of the 2023 Special Assessments on the Developer Lands will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which its property or assets is subject.

6. There is no litigation pending or, to our knowledge, threatened against the Developer or the Developer Lands which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum relating to the Series 2023 Bonds.

7. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute in the State of Florida. To our knowledge, based on representations made to us by the Developer, the Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

8. Based upon a certificate of the Developer as to agreements to which the Developer is a party, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2023 Bonds or the Development.

9. Nothing has come to our attention that would lead us to believe that the information contained under the captions "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2023 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," and "LITIGATION – The Developer" in the Preliminary Limited Offering Memorandum, dated August __, 2023 (the "**Preliminary Offering Memorandum**"), and the Limited Offering Memorandum is not true and correct in any material respect, or contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof.

10. Based upon our review of the published Osceola County, Florida tax records, all current and prior years taxes relating to the Developer Lands have been paid and there are no real estate taxes currently due which are unpaid.

11. Based on our review of the development approvals, we are of the opinion that the Development is zoned and properly designated in the Comprehensive Plan for its intended use. Except as disclosed in the Limited Offering Memorandum, to our actual knowledge, there is no default by the Developer of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete development of the 2023 Project or the Development as described in the Limited Offering Memorandum and all Appendices.

This opinion letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we

become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

We have no obligation to update this opinion letter or otherwise advise you with respect to any event or circumstance arising after the date hereof or with respect to events or circumstances occurring prior to the date hereof which are not known to us but of which we subsequently become aware. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly stated herein.

This opinion letter has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011 (the "**Report**"). The Report is incorporated by reference into this opinion letter.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any matter, nor used, by any other persons or entities. This opinion letter is rendered as of the date set forth above, and we express no opinion regarding, nor do we undertake to advise you of, any change in laws, circumstances or events which may occur after that date.

Very truly yours,

Nelson Mullins Riley & Scarborough LLP

EXHIBIT H

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

September __, 2023

Board of Supervisors
Town of Kindred Community Development
District II
Osceola County, Florida

U.S. Bank Trust Company, National Association,
as Trustee
Orlando, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Town of Kindred Community Development District II (Osceola County,
Florida) Special Assessment Revenue Bonds, Series 2023 (the "Series 2023
Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Town of Kindred Community Development District II (the "District"). This Certificate is furnished pursuant to Section 8(c)(13) of the Bond Purchase Agreement dated August __, 2023, between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the above-captioned Bonds (the "Series 2023 Bonds"). Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated August __, 2023 relating to the Series 2023 Bonds (the "Limited Offering Memorandum").

1. Boyd Civil Engineering, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Amended & Restated Engineer's Report dated February 9, 2023 (the "Report"), which Report is included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report sets forth the estimated cost of the Capital Improvement Program and the 2023 Project and was prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Report, personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Capital Improvement Program and the 2023 Project. The Capital Improvement Program and the 2023 Project consist solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the respective date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND THE 2023 PROJECT” and in Appendix “A” to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Capital Improvement Program and the 2023 Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Capital Improvement Program and the 2023 Project as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The proceeds of the Series 2023 Bonds deposited in the 2023 Acquisition and Construction Account of the Acquisition and Construction Fund created under the Indenture together with the investment earning thereon shall be sufficient to complete the portion of the 2023 Project to be financed with proceeds of the Series 2023 Bonds.

7. Assuming normal wear and maintenance the reasonably expected economic life of the improvements expected to be financed with proceeds of the Bonds is at least _____ years.

8. All of the 2023 Project to be financed with proceeds of the Series 2023 Bonds consist of facilities customarily provided by Osceola County, Florida or other governments with general taxing powers.

BOYD CIVIL ENGINEERING, INC.

Steven Boyd, P.E., President

EXHIBIT I

FORM OF ISSUE PRICE CERTIFICATE

\$ _____

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
(Osceola County, Florida)**

**Special Assessment Revenue Bonds,
Series 2023**

The undersigned, on behalf of MBS CAPITAL MARKETS, LLC ("MBS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) Issuer means The Town of Kindred Community Development District II.

(c) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August __, 2023.

(f) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The requirement that the 2023 Reserve Account be funded in the amount of the initial 2023 Reserve Account Requirement is necessary and a vital factor in marketing the bonds and in obtaining the interest rates obtained which rates are comparable to that for other bonds issued of the same character priced on the same date.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

Dated: September __, 2023

**SCHEDULE A
SALE PRICES OF THE BONDS**

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, AND PRICES

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED AUGUST __, 2023

NEW ISSUE - BOOK-ENTRY ONLY

NOT RATED

In the opinion of Bond Counsel, assuming compliance with existing statutes, regulations, published rulings and court decisions, and assuming continuing compliance by the District with the tax covenants set forth in the Indenture, and the accuracy of certain representations included in the closing transcript for the Series 2023 Bonds, interest on the Series 2023 Bonds is, under Section 103 of the Code, excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the adjusted financial statement income of applicable corporations for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2023 Bonds. Bond Counsel is further of the opinion that, pursuant to the Act, the Series 2023 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
(Osceola County, Florida)**

\$_____*
**Special Assessment Revenue Bonds,
Series 2023**

Dated: Date of delivery

Due: May 1, as shown below

The \$_____* Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2023 (the "Series 2023 Bonds") are being issued by the Town of Kindred Community Development District II (the "District") pursuant to a Master Trust Indenture dated as of August 1, 2020 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture dated as of September 1, 2023, between the District and the Trustee (the "Third Supplement" and, together with the Master Indenture, the "Indenture"). The Series 2023 Bonds are being issued initially in the form of a separate single certificated fully registered bond for each maturity thereof, in denominations of \$5,000 or any integral multiple thereof; provided, however, that delivery of the Series 2023 Bonds to the initial purchasers thereof shall be in minimum principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act") and Ordinance Nos. 2020-16 and 2023-05 of the Board of County Commissioners of Osceola County, Florida.

The Series 2023 Bonds are payable from and secured by the 2023 Trust Estate, which includes the 2023 Pledged Revenues and the 2023 Pledged Funds as provided for in the Indenture. The 2023 Pledged Revenues consist of the revenues derived by the District from the 2023 Special Assessments levied against certain residential lands in the District that are benefitted by the 2023 Project (hereinafter defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS."

The Series 2023 Bonds, when issued, will be registered in the name of Cede & Co., as the owner and nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2023 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2023 Bonds will be paid from the sources described herein by the Trustee directly to Cede & Co. as the NOMINEE of DTC and the registered owner thereof. Disbursements of such payments to the DTC Participants is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants, as more fully described herein. Any

purchaser as a beneficial owner of a Series 2023 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2023 Bond. See “DESCRIPTION OF THE SERIES 2023 BONDS - Book-Entry Only System” herein. The Series 2023 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. Interest on the Series 2023 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2023.

Some or all of the Series 2023 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein.

The Series 2023 Bonds are being issued to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the 2023 Project, as more particularly described herein; (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; (iii) pay a portion of the interest accruing on the Series 2023 Bonds; and (iv) fund the 2023 Reserve Account.

THE SERIES 2023 BONDS INVOLVE A DEGREE OF RISK (SEE “BONDOWNERS’ RISKS” HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS. PURSUANT TO APPLICABLE FLORIDA LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2023 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2023 BONDS. THE SERIES 2023 BONDS ARE NOT RATED OR CREDIT ENHANCED AND NO APPLICATION HAS BEEN MADE FOR A RATING OR CREDIT ENHANCEMENT WITH RESPECT TO THE SERIES 2023 BONDS. NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT FOR THE SERIES 2023 BONDS OR A RATING FOR THE SERIES 2023 BONDS HAD APPLICATION BEEN MADE. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2023 BONDS. SEE “SUITABILITY FOR INVESTMENT” AND “BONDOWNERS’ RISKS” HEREIN.

This cover page contains information for quick reference only. It is not a summary of the Series 2023 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision. This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change. All capitalized terms used on this cover shall have the meanings provided in this Limited Offering Memorandum.

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS**

\$ _____ % Series 2023 Term Bond Due May 1, 20__ - Yield: ___% - Price: ___ - CUSIP No. _____
\$ _____ % Series 2023 Term Bond Due May 1, 20__ - Yield: ___% - Price: ___ - CUSIP No. _____
\$ _____ % Series 2023 Term Bond Due May 1, 20__ - Yield: ___% - Price: ___ - CUSIP No. _____

The Series 2023 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel, as to the validity of the Series 2023 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Developer by its counsel, Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2023

Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about September __, 2023.

MBS CAPITAL MARKETS, LLC

Dated: September __, 2023

* Preliminary, subject to change.

** The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

RED HERRING LANGUAGE:

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2023 Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum “final,” except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

BOARD OF SUPERVISORS

John Valantasis*, Chair
Louis Avelli*, Vice Chair
Matthew Stolz*, Assistant Secretary
Anthony Benitez*, Assistant Secretary
[Vacant]

DISTRICT MANAGER

Rizzetta & Company, Incorporated
Tampa, Florida

ASSESSMENT CONSULTANT

Rizzetta & Company, Incorporated
Tampa, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

CONSULTING ENGINEER

Boyd Civil Engineering, Inc.
Orlando, Florida

BOND COUNSEL

Akerman LLP
Jacksonville, Florida

COUNSEL TO THE UNDERWRITER

Bryant Miller Olive P.A.
Orlando, Florida

* *Employee of the Developer or one of its affiliates.

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesman or other person has been authorized by the District, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2023 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Assessment Consultant, the Developer, the Consulting Engineer and other sources that are believed by the Underwriter to be reliable. The District, the Assessment Consultant, the Developer and the Consulting Engineer will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records and other sources, including the District and the Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and the Developer. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES

NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2023 BONDS.

THE SERIES 2023 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2023 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, OSCEOLA COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2023 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER OSCEOLA COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS LIMITED OFFERING MEMORANDUM, IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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LIMITED OFFERING MEMORANDUM

relating to

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II (Osceola County, Florida)

§ _____ *

Special Assessment Revenue Bonds, Series 2023

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Town of Kindred Community Development District II (the “District”), in connection with the offering and issuance by the Town of Kindred Community Development District II of its Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the “Act”) and Ordinance No. 2020-16 enacted by the Board of County Commissioners of Osceola County, Florida (the “Commission”) on January 13, 2020, and effective on January 15, 2020 (the “Establishment Ordinance”), as amended by Ordinance No. 2023-05 enacted by the Commission on January 9, 2023, and effective on January 11, 2023 (the “Boundary Amendment Ordinance”). The Series 2023 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of August 1, 2020 (the “Master Indenture”) between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by a Third Supplemental Trust Indenture dated as of September 1, 2023, between the District and the Trustee (the “Third Supplement” and, together with the Master Indenture, the “Indenture”) and resolutions of the District authorizing the issuance of the Series 2023 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the copy of the Master Indenture and form of the Third Supplement, both of which appear as composite APPENDIX C attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision. This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

THE SERIES 2023 BONDS ARE NOT RATED OR CREDIT ENHANCED, AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE “SUITABILITY FOR INVESTMENT” AND “BONDOWNERS’ RISKS” HEREIN).

PROSPECTIVE INVESTORS MAY REQUEST SUCH ADDITIONAL INFORMATION AS DESCRIBED HEREIN UNDER THE CAPTION “SUITABILITY FOR INVESTMENT.” THEREFORE, PROSPECTIVE INVESTORS SHOULD RELY UPON THE INFORMATION APPEARING IN THIS

* Preliminary, subject to change.

LIMITED OFFERING MEMORANDUM WITHIN THE CONTEXT OF THE AVAILABILITY OF SUCH ADDITIONAL INFORMATION AND THE SOURCES THEREOF.

The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the infrastructure necessary for community development in a portion of the development known as Kindred (the “Development”). The Act authorizes the District to issue bonds for the purposes, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining stormwater management, water supply, sewer and wastewater management, off-site improvements, district roads, street lights and other electrical utilities, recreational facilities and other basic infrastructure projects within or without the boundaries of the District, as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2023 Bonds are being issued for the primary purpose of paying a portion of the costs of the capital improvement program (“Capital Improvement Program” or “CIP”) adopted by the District and described in APPENDIX A – ENGINEER’S REPORT. The CIP includes public roadways; storm water management systems; off-site and on-site utility systems; landscaping, irrigation, and hardscape in common areas; undergrounding of electrical lines; lighting; recreational facilities; professional fees; and contingency. Proceeds of the Series 2023 Bonds will be utilized to acquire and construct a portion of the 2023 Project which represents a portion of the CIP, pay certain costs associated with the issuance of the Series 2023 Bonds, make a deposit into the 2023 Reserve Account for the benefit of all of the Series 2023 Bonds and pay a portion of the interest to come due on the Series 2023 Bonds.

The Series 2023 Bonds are payable from and secured by the revenues derived by the District from the 2023 Special Assessments (as defined in the Indenture) and amounts in the Funds and Accounts established under the Third Supplement (except for the 2023 Rebate Account and the 2023 Costs of Issuance Account). The 2023 Special Assessments will be levied and collected on the 2023 Assessment Area (as hereinafter defined) as described under “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” herein.

The 2023 Special Assessments represent an allocation of a portion of the costs of the 2023 Project, including bond financing costs, to the 2023 Assessment Area in accordance with the Master Special Assessment Allocation Report (Expansion Area), dated February 9, 2023 (the “Master Assessment Report”), as supplemented by the [Preliminary Supplemental Special Assessment Allocation Report, dated August __, 2023]* (the “Supplemental Assessment Report” and, together with the Master Assessment Report, the “Assessment Reports”), each prepared by Rizzetta & Company, Incorporated (the “Assessment Consultant”) and attached hereto as composite APPENDIX B.

Other than Bonds issued to refund a portion of Outstanding Series 2023 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2023 Trust Estate. In addition, the District covenants that so long as the Series 2023 Bonds are Outstanding, it will not to issue any other Bonds or other debt obligations secured by Special Assessments for any capital projects on assessable lands which are also encumbered by the 2023 Special Assessments without the written consent of the Majority Owners, unless Substantial Absorption has occurred (defined in the Third Supplement to mean the date at least 90% of the principal portion of the 2023 Special Assessments have

* Preliminary, subject to change based on the final terms of the Series 2023 Bonds.

been assigned to residential units that have received certificates of occupancy); provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the 2023 Special Assessments which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the 2023 Special Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

There follows in this Limited Offering Memorandum a brief description of the District, the CIP (of which the 2023 Project is a part), a portion of which is to be acquired and/or constructed with proceeds of the Series 2023 Bonds, the Development (hereinafter defined), the Developer (hereinafter defined), together with summaries of the terms of the Indenture, the Series 2023 Bonds and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2023 Bonds are qualified by reference to the form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the form of the Third Supplement are attached hereto as composite APPENDIX C. The information herein under the captions “THE DEVELOPMENT” and “THE DEVELOPER” has been furnished by the Developer and has been included herein without independent investigation by the District or District Counsel, Bond Counsel, or the Underwriter or its counsel, and the District and the Underwriter make no representation or warranty concerning the accuracy or completeness of such information. The Developer makes no representation or warranty as to the accuracy or completeness of information contained herein which has been furnished by any other party to the transactions contemplated hereby.

SUITABILITY FOR INVESTMENT

While the Series 2023 Bonds are not subject to registration under the Securities Act of 1933, as amended (the “Securities Act”), the Underwriter has determined that the Series 2023 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2023 Bonds only to, “accredited investors,” within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder (“Accredited Investors”). However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the Series 2023 Bonds. Prospective investors in the Series 2023 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2023 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2023 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, and the opportunity to ask questions of the staff of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2023 Bonds. Prospective investors are encouraged to request such additional information, and ask such questions. Such requests should be directed to:

Brett Sealy
MBS Capital Markets, LLC

152 Lincoln Avenue
Winter Park, Florida 32789

THE DISTRICT

General

The District was established pursuant to the Establishment Ordinance and its boundaries have since been amended pursuant to the Boundary Amendment Ordinance. The District is a residential project situated within the Kindred Planned Development, adjacent to Neptune Road within the unincorporated area of northwestern Osceola County, Florida (the "County"). The District currently encompasses approximately 585 acres and is expected to contain a total of approximately 1,848 residential units at build-out.

Legal Powers and Authority

The District is an independent unit of special-purpose, local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and (v) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are to be performed by general-purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, Supervisors are appointed by the Establishment Ordinance. The Act provides that, at a meeting of the landowners held within ninety (90) days of establishment of the District, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election held within 90 days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections take place every two years, with the first such election being held on the first Tuesday in November, and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
John Valantasis*	Chair	November 2024
Louis Avelli*	Vice Chair	November 2026
Matthew Stolz*	Assistant Secretary	November 2026
Anthony Benitez*	Assistant Secretary	November 2026
[Vacant]	Assistant Secretary	November 2024

*Employee of the Developer or one of its affiliates.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a District Manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board. The District has retained Rizzetta & Company, Incorporated (the "District Manager"), to serve as its District Manager. The District Manager's office is located at 3434 Colwell Avenue, Suite 130, Tampa, Florida 33614 and its telephone number is (813) 933-5571.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Jacksonville, Florida, as Bond Counsel; Kutak Rock LLP, Tallahassee, Florida, as District Counsel; the Assessment Consultant to prepare the Assessment Reports for the Series 2023 Bonds; and Boyd Civil Engineering, Inc. (the "Consulting Engineer") to prepare the Engineer's Report (hereinafter defined).

PRIOR DISTRICT INDEBTEDNESS

The District previously issued its \$2,500,000 Special Assessment Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), of which \$2,345,000 is outstanding. The Series 2020 Bonds are secured by special assessments which are levied on assessable land within the District constituting Phases 2A-1 and 2C-1 which has been developed into 225 platted lots (the "2020 Assessment Area"). Further, the District issued its \$5,780,000 Special Assessment Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), of which \$5,660,000 is outstanding. The Series 2021 Bonds were issued to support the development of Phases 2C-2 and 2D which have been developed into 457 units on which the special assessments securing the Series 2021 Bonds are levied (the "2021 Assessment Area"). As previously discussed, the District recently amended its boundaries to include Phases 3A-D and 5 and to remove approximately 18.44 acres constituting a portion of Phase 2B. As described herein, the District will issue its Series 2023 Bonds to support the development of Phases 3A, 3C and 3D which include 570 platted lots (the "2023 Assessment Area"). The 2023 Special Assessments securing the Series 2023 Bonds will be levied on the 570 platted lots in the 2023 Assessment Area. The special assessments securing the Series 2020 Bonds, the Series 2021 Bonds and the Series 2023 Bonds are levied on separate and distinct assessment areas and therefore do not overlap.

THE CAPITAL IMPROVEMENT PROGRAM AND THE 2023 PROJECT

A description of the District's capital improvement program (the "CIP") is set forth in the District's Amended & Restated Engineer's Report dated February 9, 2023 (the "Engineer's Report"), prepared by the Consulting Engineer. The Engineer's Report details the infrastructure and estimated costs associated with the CIP, including the CIP improvements for Phases 3A, 3C and 3D (the "2023 Project"), a portion of which will be financed with proceeds of the Series 2023 Bonds. The information in this section relating to the CIP

and the Series 2023 Project is qualified in its entirety by reference to such Engineer's Report which is attached hereto as APPENDIX A and which should be read in its entirety.

The CIP is currently estimated to cost approximately \$92.3 million and includes public roadways; storm water management systems; off-site and on-site utility systems; landscaping, irrigation, and hardscape in common areas; undergrounding of electrical lines; lighting; recreational facilities; professional fees; and contingency. As discussed herein, the cost of the CIP has been updated to reflect the removal of the Phase 2B lands and the expansion of the Phase 3A-D and Phase 5 lands. The capital improvements described in the CIP have and continue to be constructed in multiple phases over time to ultimately provide infrastructure supporting the development of the entire District.

The District previously issued its Series 2020 Bonds to acquire and/or construct a portion of the public capital improvements in the 2020 Assessment Area in an approximate amount of \$2.1 million. The CIP for Phases 2A-1 and 2C-1 benefiting the 2020 Assessment Area, which has been platted into 225 lots, is complete. The District also issued its Series 2021 Bonds to acquire and/or construct a portion of the CIP in Phases 2C-2 and 2D in the approximate amount of \$5.28 million. Phases 2C-2 and 2D are complete and specifically include the development of 457 lots in the 2021 Assessment Area. The 2023 Project consists of a portion of the CIP in an approximate amount of \$[37.1] million and includes the costs allocable to Phases 3A, 3C and 3D. As discussed herein, the 2023 Assessment Area has been platted into 570 lots.

Proceeds of the Series 2023 Bonds in the estimated approximate amount of \$7.1 million will be used to fund the acquisition and/or construction of a portion of the 2023 Project. The Developer estimates it has expended approximately \$15.87 million in development-related expenditures related to the 2023 Assessment Area, \$[X] of which is allocable to the 2023 Project. The remainder of the 2023 Project not funded with proceeds of the Series 2023 Bonds is anticipated to be funded with contributions from the Developer. At the time of issuance of the Series 2023 Bonds, the Developer and the District will enter into a Completion Agreement (the "Completion Agreement") whereby the Developer will agree to complete those portions of the 2023 Project not funded with proceeds of the Series 2023 Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the 2023 Project.

The status of construction and permitting for the CIP is outlined in the Engineer's Report attached hereto as APPENDIX A. The Consulting Engineer has indicated that all permits necessary to construct the CIP have either been obtained or are expected to be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT - Zoning, Development Agreements and Permitting" for a more detailed description of the zoning and permitting status of the Development.

ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS

Three (3) assessment areas have been established within the District known as the 2020 Assessment Area, the 2021 Assessment Area and the 2023 Assessment Area, all of which have been platted. See "PRIOR DISTRICT INDEBTEDNESS" herein. As previously stated, the 2023 Assessment Area comprises Phases 3A, 3C and 3D and has been fully platted into 570 single-family residential units.

The District has adopted the Assessment Reports attached hereto as composite APPENDIX B. The Assessment Reports provide for a methodology to allocate the total costs and benefit derived from the 2023 Project and the 2023 Special Assessments levied in connection with the Series 2023 Bonds. The Supplemental Assessment Report provides for the levy of the 2023 Special Assessments on each of the 570

platted lots in the 2023 Assessment Area by product type as set forth in the Supplemental Assessment Report. While the 2023 Special Assessment calculations are benefit driven, the actual amounts to be assessed to a particular parcel may be less due to prepayment or contribution of infrastructure to satisfy the 2023 Special Assessment allocated to a particular parcel either partially or in its entirety. The table below illustrates the estimated principal and annual assessments that will be levied by the District for each of the respective product types in the 2023 Assessment Area.

Product Type	Units	Est. Series 2023 Bonds Principal Per Unit	Est. Series 2023 Bonds Gross Annual Debt Service Per Unit*
Townhome	122	\$8,193	\$600
Single-Family	448	\$16,385	\$1,200
	570		

* Includes gross-up of 4% for early payment and 2% for collection fees imposed by the County.

THE DEVELOPMENT

The following information appearing under the captions “THE DEVELOPMENT” and “THE DEVELOPER” has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective purchasers of the Series 2023 Bonds to understand the anticipated development plan and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2023 Bonds, the Developer will represent in writing that the information herein under the captions “THE DEVELOPMENT,” “THE DEVELOPER,” “LITIGATION - The Developer,” and “CONTINUING DISCLOSURE – Continuing Compliance – The Developer” does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

The Developer’s obligation to pay the 2023 Special Assessments is no greater than the obligation of any other landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer’s failure to pay is limited to its ownership interest in the land subject to the 2023 Special Assessments. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS” herein.

Overview

The Development consists of approximately 1,596 acres located in an unincorporated area of the County. The property located within the Development is zoned Planned Development (the "Kindred PD") and the Kindred PD provides for the development of 3,615 detached and attached residential units, 550,000 square feet of mixed-use space and a school. It is currently contemplated that multiple community development districts will be established to finance, plan, establish, acquire and/or construct infrastructure in the Development, including the Town of Kindred Community Development District (“District I”) and the District. Despite the establishment of multiple community development districts, the Development will function as a single, interrelated community with varying neighborhoods including those geared toward first-time and move-up buyers.

District I encompasses approximately 321 acres and includes 893 residential units and recreational facilities. Development activities in District I commenced in June 2014 and all 893 homes have been built, sold and closed.

As indicated herein, with the contraction and expansion of its boundaries, the District includes approximately 585 acres and is expected to contain 1,848 residential units at build-out. To date, three (3) assessment areas have been established to facilitate the development and financing of the land within the District, including: (i) the 2020 Assessment Area, fully developed and platted for 225 single-family homes in Phases 2A-1 and 2C-1 (ii) the 2021 Assessment Area, fully developed and platted for 457 single-family homes in Phases 2C-2 and 2D and (iii) the 2023 Assessment Area, under construction and platted for 570 single-family homes in Phases 3A, 3C and 3D. Since home building and development activities commenced in the District in May 2019, D.R. Horton, Inc. (“D.R. Horton” or the “Developer”) has been the primary active developer and homebuilder. Since then, the Developer has entered into contracts for 708 homes in total to retail buyers as of June 30, 2023, of which 629 homes had closed. Home closing activity has largely occurred in the 2020 Assessment Area and the 2021 Assessment Area. As of June 30, 2023, the Developer had entered into written sales contracts for eighty-nine (89) of the 570 homes in the 2023 Assessment Area, of which twenty (20) homes had closed.

The main entrance to the Development is situated at Neptune Road and Cross Prairie Parkway approximately two (2) miles southwest of the Florida Turnpike and U.S. 192 interchange. State Road 417 (Central Florida Greenway) and SR 528 (Beach Line) can be accessed via the Florida Turnpike approximately ten (10) and fifteen (15) miles north, respectively. Further, the Orlando International Airport is approximately thirteen (13) miles northeast of the Development.

The Development is also centrally located to recreational opportunities, shopping, restaurants and healthcare. The western boundary of the Kindred PD abuts Lake Toho which, with a surface area of nearly 23,000 acres, is the largest lake in the County. Lake Toho and nearby East Lake Toho (12,000 acres) provide boating and other watercraft opportunities as well as world-renowned bass fishing. Retail and dining opportunities are located along U.S. 192 which is less than two (2) miles from the Development. Big box retailers such as Walmart and Home Depot are located less than five (5) miles southeast of the Development. Further, a Publix grocery store is located approximately two (2) miles east of the Development. The St. Cloud Regional Medical Center is located approximately six (6) miles east and the Veterans Affairs Medical Center at Lake Nona and Nemours Children Hospital are located approximately twelve (12) miles northeast of the Development.

Land Acquisition/Development Financing

The Developer acquired the 1,596 acres comprising the Development in May 2006 for an aggregate purchase price of approximately \$25.5 million in cash. There are no mortgages on the property owned by the Developer.

To date, the Developer estimates it has expended approximately **\$[X]** million toward the 2023 Project. Proceeds of the Series 2023 Bonds will be utilized to fund the acquisition and/or construction of a portion of the 2023 Project in the estimated amount of approximately \$7.1 million. The remainder of the 2023 Project not funded with proceeds of the Series 2023 Bonds is expected to be funded by the Developer.

Zoning, Development Agreements and Permitting

Zoning

The lands within the Development are located in the 1,596-acre Kindred PD which was originally approved in March 2008, as last amended in August 2019, together with a development of regional impact. The Developer subsequently sought and obtained approval of the rescission of the development of regional impact. The Kindred PD provides for the development of 3,615 detached and attached residential units, 550,000 square feet of mixed-use space and a school. The Kindred PD is subject to various development conditions including, without limitation, those pertaining to transportation, utilities and schools as discussed in more detail herein.

Development Agreements

As a result of the approval of the development order for the subsequently rescinded development of regional impact, the Developer previously made certain proportionate share payments and completed construction of a portion of the on-site main spine road for the Development known as Cross Prairie Parkway as required pursuant to such approval which serves development of the lands within the Development. Such roadway segment extends north along a portion of the eastern boundary of the Development connecting to Neptune Road.

Subsequent to the voluntary rescission of the development of regional impact, the Developer entered into a reimbursement agreement in April 2015 (the "Reimbursement Agreement") with the County which sets forth the required transportation improvements for the entire Kindred PD and those portions of the improvements for which the Developer will receive reimbursement from the County via mobility fee credits. The landowner developing the adjacent Tohoqua project was also a party to the Reimbursement Agreement. However, the transportation projects set forth therein for the Kindred PD and Tohoqua project are mutually exclusive. The required roadway projects for the Kindred PD include (i) the extension of Cross Prairie Parkway from its current terminus south along the eastern portion of the Development's eastern boundary to the adjacent Tohoqua project; (ii) extension of Shady Lane from its current terminus at Partin Settlement Road to Cross Prairie Parkway; and (iii) widening of the existing portion of Shady Lane connecting from Partin Settlement Road to U.S. 192 just prior to the entrance at the Florida Turnpike. To date, all required roadway projects have been completed and as such all transportation concurrency requirements have been satisfied for the entire Kindred PD.

The Developer has entered into a water and wastewater system developer's service agreement with the Toho Water Authority dated August 23, 2014, as amended, for provision of water, wastewater and reuse for the Kindred PD. Such agreement requires the Developer to construct all off-site and on-site utility improvements with certain costs associated with off-site oversizing to be reimbursed to the Developer by the Toho Water Authority. The Developer has completed certain off-site utility improvements and additional work is currently underway on the on-site utility improvements related to the District. It is anticipated that additional utilities will be developed as further development within the Kindred PD warrants. Proceeds of the Series 2023 Bonds will not be used to finance the facilities that generate such reimbursed costs.

The Developer has entered into a school mitigation plan/funding agreement with the Osceola County School Board which requires the Developer to sell and the Osceola County School Board to purchase an approximately twenty (20) acre school site at fair market value. Per the agreement, as

amended, the conveyance of the school site must occur no later than [Month 202X] and such payment by the Osceola County School Board may be in the form of cash, impact fee credits or a combination of both. The Osceola County School Board has indicated its desire to purchase the school site by [Month 202X].

Permits

In addition to the approvals described above, various permits and approvals are required to complete construction of the CIP and any other improvements required for the District not included within the CIP. The Engineer's Report attached hereto as APPENDIX A includes a list of those permits that have been obtained and those that will need to be obtained to complete the construction of the infrastructure necessary to serve the District. Upon issuance of the Series 2023 Bonds, the Consulting Engineer will certify that all such permits and approvals not previously obtained are expected to be obtained in the ordinary course of business.

Environmental

The Developer commissioned a habitat management and conservation plan (the "HMCP") that was originally required for approval of the subsequently rescinded development of regional impact. The HMCP describes the habitat evaluations, conservation plan, management actions and monitoring plan for the wildlife species that currently inhabit the Kindred PD and are listed in the Florida Fish and Wildlife Conservation Commission's Official List – Florida's Endangered Species, Threatened Species and Species of Special Concern.

In 2005, the Developer commissioned an environmental site assessment for the entire approximately 1,596 acres constituting the Kindred PD which identified no evidence of on-site or off-site environmentally recognized conditions. The assessment did recommend that stained soil near an above-ground heating oil tank be removed for proper disposal during site preparation. It further recommended that the water well on-site should be properly plugged and abandoned in accordance with water management district guidelines if it was not to be used following development.

Utilities

Toho Water Authority provides water and sewer services to the Development, with the Kissimmee Utility Authority providing electrical power to the Development. Homeowners select their own telecommunication providers.

Land Use and Phasing Plan

As previously discussed under the heading "THE DISTRICT," the District recently amended its boundaries to include Phases 3A-D and 5 and to remove approximately 18.44 acres constituting a portion of Phase 2B. As amended, lands within the boundaries of the District total approximately 585 acres and are expected to contain 1,848 residential units at build-out.

The following table illustrates the current land use and phasing plan for the lands currently within the District, which is subject to change.

Product Type	2020 Assessment Area		2021 Assessment Area		2023 Assessment Area			Future Assessment Area		Total
	2A-1	2C-1	2C-2	2D	3A	3C	3D	3B	5	
Townhome	42	38	32	30	60	38	24	--	168	432
Single-family*	145	0	145	250	131	148	169	252	176	1,416
Total	187	38	177	280	191	186	193	252	344	1,848

*The Single-Family product includes lots of forty (40), fifty (50) and sixty (60) feet in width.

Assessment Areas

As previously discussed herein, three (3) assessment areas have been established within the District known as the 2020 Assessment Area, the 2021 Assessment Area and the 2023 Assessment Area. The initial phase of development occurred in the 2020 Assessment Area, which has been developed into 225 single-family platted lots located in Phases 2A-1 and 2C-1. The second phase of development occurred in the 2021 Assessment Area, which has been platted into 457 single-family lots located in Phases 2C-2 and 2D. The 2023 Assessment Area constitutes Phases 3A, 3C and 3D and includes 570 single-family platted lots. All homes in the District are presently anticipated to be constructed, marketed and sold by the Developer as part of the larger Kindred development.

As previously described herein under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND THE 2023 PROJECT,” the Series 2023 Bonds are being issued to fund a portion of the 2023 Project supporting the 2023 Assessment Area in the estimated approximate amount of \$7.1 million. The 2023 Special Assessments levied in connection with the Series 2023 Bonds will be levied on the 570 platted single-family lots in 2023 Assessment Area.

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Development Status

Development activities in the District commenced in 2019. Since then, 1,504 lots have been platted, including all Phase 2 and Phase 3 lots (inclusive of Phase 3B which will be included in a future assessment area). As discussed herein, work in the District is being undertaken in phases, each of which is in various stages of development. Development work for the 2023 Assessment Area is expected to be complete by the third quarter of 2023. The following table sets forth the anticipated construction schedule for infrastructure for each active phase within the District as provided by the Developer and such information is subject to change.

Phase	# of Units	Development Status	Expected Completion Date
2020 Assessment Area			
Phase 2A-1	187	Platted, Complete (<i>Sold Out</i>)	Complete
Phase 2C-1	<u>38</u>	Platted, Complete (<i>Sold Out</i>)	Complete
Subtotal	225		
2021 Assessment Area			
Phase 2C-2	177	Platted, Complete (<i>Substantially Sold Out</i>)	Complete
Phase 2D	<u>280</u>	Platted, Complete (<i>Substantially Sold Out</i>)	Complete
Subtotal	457		
2023 Assessment Area			
Phase 3A	191	Platted, Complete (<i>Home Construction Underway</i>)	Complete
Phase 3C	186	Platted, Currently Under Development (<i>Utilities & Roadway Improvements Underway</i>)	Q3 2023
Phase 3D	<u>193</u>	Platted, Currently Under Development (<i>Utilities & Roadway Improvements Underway</i>)	Q3 2023
Subtotal	570		
Total	1,252		

In addition to the development activities described above, the Developer has completed work to extend the portion of Cross Prairie Parkway running alongside the eastern border of the District and extending to the adjacent Tohoqua project. Such segment of Cross Prairie Parkway was completed in the first quarter of 2023. Further, work on Southbury Drive extending west from Cross Prairie Parkway through Phase 3 has been completed, providing for immediate access to the 2023 Assessment Area. As discussed herein, home construction activity has commenced in the 2023 Assessment Area.

Residential Product Offerings

The Development is being marketed to first-time home buyers. The table below illustrates the current product and pricing information for the townhome and single-family homes that are currently being offered by the Developer under its Express Homes and D.R. Horton brands in the Development, which information is subject to change. More detailed information, including floorplans, may be found at www.drhorton.com.

Product Type	Est. Base Square Footages	Est. Base Prices
Townhome	1,501 – 1,816	\$351,990 - \$366,990
Single-Family	1,504 – 2,807	\$382,990 - \$533,990

Home Construction/Sales Activity

The Developer has completed construction of five (5) single-family model homes located in Phase 2A. Home sales within the District officially commenced in September 2019 and as of June 30, 2023, approximately 708 home sale contracts had been written with retail home buyers, of which 629 homes had closed. Home closing activity has largely occurred in the 2020 Assessment Area and 2021 Assessment Area. As of June 30, 2023 the Developer had written sales contracts for eighty-nine (89) of the 570 lots in the 2023 Assessment Area, of which twenty (20) single-family homes had closed at an average sales price of \$435,590.

Recreational Facilities

The District includes an amenity center that features a clubhouse, pool, beach volleyball courts, children’s playground, pavilion picnic areas and walking/nature trails. Construction of the amenity center within the District was completed in the third quarter of 2022. The recreational facilities are owned and operated by the District.

Residents within the District also have access to the amenities located in District I. These include a clubhouse, exercise/fitness room, pool, beach volleyball courts, tennis courts, soccer field, children’s playground, pavilion picnic areas, dog park and walking/nature trails.

Schools

Based upon current school districting, students residing in the Development will attend Neptune Elementary School, Neptune Middle School or Gateway High School. All three (3) schools are within four (4) miles of the Development. However, future capacity limitations or redistricting could result in a change to the zoned school that students residing in the Development would attend. The elementary, middle and high school received a “C,” “B,” and “C” rating, respectively, from the Florida Department of Education for 2022 (which are the latest available school grades).

Projected Absorption

The following table sets forth the anticipated pace of home closings in the 2023 Assessment Area. As previously stated herein, as of June 30, 2023, the Developer had written sales contracts for eighty-nine (89) of the 570 lots in the 2023 Assessment Area, of which twenty (20) single-family homes had closed at an average sales price of \$435,590.

Product Type	Through June 30, 2023	Est. Remaining 2023	2024	2025	Total
Townhomes	--	20	102	--	122
Single-Family	20	72	212	144	448
Total	20	92	314	144	570

The aforementioned projections are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See “BONDOWNERS’ RISKS” herein.

Marketing

The Developer has incorporated the marketing efforts for the Development into its overall local, regional and State marketing program which includes, without limitation, internet, social media, realtor functions, print and radio ads.

Fees and Assessments

Each homeowner will pay annual taxes, assessments, and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes, the debt service assessments levied in connection with Bonds issued by the District, association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes. The current millage rate for the area of the County where the District is located is 13.9769. Accordingly, assuming a home with a \$400,000 taxable value, the annual property tax would be approximately \$5,591.

Homeowner’s Association Fees. All homeowners will be subject to annual homeowner’s association (“HOA”) fees for the architectural review, deed restriction enforcement and maintenance of any HOA-owned facilities. Further, a sub-association for the Townhome product has been established for the common-area lawn maintenance. The current annual HOA fee for the Townhome product and the Single-Family product is \$1,008 and \$129, respectively.

District Special Assessments. All homeowners residing in the 2023 Assessment Area will be subject to the 2023 Special Assessments levied in connection with the Series 2023 Bonds. In addition, all homeowners in the District are subject to annual operation and maintenance assessments levied by the District which are derived from the District’s annual budget and are subject to change each year. The table below illustrates the estimated aforementioned annual assessments that will be levied in the 2023 Assessment Area by the District for each of the respective product type.

	Series 2023 Bonds Gross Annual Debt Service Per Unit*	Est. FY 2024 O&M Assessment Per Unit
Townhomes	\$600	\$407
Single-Family	\$1,200	\$1,017

⁽¹⁾ Includes applicable collection costs and early payment discounts imposed by the Osceola County Tax Collector.

As noted, certain of the amounts set forth above are estimates. It is anticipated that funds derived from the operation and maintenance assessments described above will be used by the District primarily to pay for maintenance of District-owned facilities and administrative overhead and operating expenses including, without limitation, District management, insurance, maintenance and supplies. Furthermore, it

is anticipated that funds derived from the HOA fees described above will be used by such association primarily to pay for architectural review fees, deed restriction and operation and maintenance of any HOA-owned facilities. The assessments imposed by the District for its administrative, operation and maintenance costs will vary annually, based on the adopted budget of the District for a particular fiscal year. Similarly, the HOA's fee will vary annually based on the budget adopted by the association for a particular year.

Competition

The Developer expects that primary competition for the sale of homes within the 2023 Assessment Area will come from the active communities within the Kindred community and the surrounding area, which include the Tohoqua (Tohoqua CDD) and Crosspraire (Edgewater East CDD) communities.

In addition to the active communities described above, there are two (2) additional large-scale projects situated south of the Kindred community along the eastern shoreline of Lake Toho that are in the planning and development stages.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that the Developer feels pose primary competition to the Development.

THE DEVELOPER

The developer of the residential lands within the Development is D.R. Horton, Inc., a Delaware corporation. The Developer (or its affiliates) is also currently serving as the sole homebuilder in the Development. Founded in 1978 and headquartered in Arlington, Texas, D.R. Horton has operations in 110 markets in thirty-three (33) states across the United States and closed 83,119 homes in the twelve-month period ended March 31, 2023. D.R. Horton is engaged in the construction and sale of homes through its diverse brand portfolio that includes D.R. Horton, Express Homes, Freedom Homes and Emerald Homes with sales prices ranging from \$200,000 to over \$1,000,000. D.R. Horton also provides mortgage financing, title services and insurance agency services for homebuyers through its mortgage, title and insurance subsidiaries.

D.R. Horton is a publicly-traded company, the common stock of which is listed on the New York Stock Exchange under the symbol "DHI." D.R. Horton is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for D.R. Horton is No.1-14122. The registration statement and other SEC filings are available through the SEC's EDGAR access system at the SEC's website at <https://sec.gov>.

DESCRIPTION OF THE SERIES 2023 BONDS

General Description

The Series 2023 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination");

provided, however, delivery of the Series 2023 Bonds to the initial purchasers thereof shall be in minimum principal amounts of \$100,000 and integral multiples of \$5,000 in excess thereof.

The Series 2023 Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing November 1, 2023 (each, an “Interest Payment Date”) and shall be computed on the basis of a 360-day year of twelve (12) thirty (30) day months. The Series 2023 Bonds will mature on the dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Interest on each Series 2023 Bond will be payable on each Interest Payment Date as heretofore described. Interest shall be paid to the Registered Owner of Series 2023 Bonds at the close of business on the regular record date for such interest, which shall be the fifteen (15th) day of the calendar month next preceding such Interest Payment Date, provided, however, that on or after the occurrence and continuance of an Event of Default under clauses (a) and/or (b) of Section 10.02 of the Master Indenture, the payment of interest and principal or Redemption Price shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of a Series 2023 Bond. Except as otherwise applicable to Series 2023 Bonds held pursuant to a book-entry system, any payment of principal, or Redemption Price or interest shall be made in accordance with standard DTC Practices. Each Series 2023 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2023 Bond has been paid, in which event such Series 2023 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2023 Bonds, in which event, such Series 2023 Bond shall bear interest from its date.

The Series 2023 Bonds will initially be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), which will act initially as securities depository for the Series 2023 Bonds and, so long as the Series 2023 Bonds are held in book-entry only form, Cede & Co. will be considered the registered owner for all purposes hereof. See “--Book-Entry Only System” below for more information about DTC and its book-entry only system.

Redemption Provisions for the Series 2023 Bonds

Optional Redemption. The Series 2023 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date, on or after May 1, 20__, at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption in Part. The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2023 Sinking Fund Account established under the Third Supplement in satisfaction of applicable Amortization Installments (as defined in the Third Supplement) at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date on May 1 of the years and in the principal amounts set forth below:

Year **Amortization Installments**
\$

*

**Final maturity*

The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2023 Sinking Fund Account established under the Third Supplement in satisfaction of applicable Amortization Installments (as defined in the Third Supplement) at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date on May 1 of the years and in the principal amounts set forth below:

Year **Amortization Installments**
\$

*

**Final maturity*

The Series 2023 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2023 Sinking Fund Account established under the Third Supplement in satisfaction of applicable Amortization Installments (as defined in the Third Supplement) at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date on May 1 of the years and in the principal amounts set forth below:

Year **Amortization Installments**
\$

*

**Final maturity*

Any Series 2023 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2023 Bonds. Upon redemption or purchase of the Series 2023 Bonds (other than redemption in accordance with scheduled Amortization Installments) the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2023 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds.

Extraordinary Mandatory Redemption. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2023 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2023 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after Completion Date of the 2023 Project by application of moneys transferred from the 2023 Acquisition and Construction Account to the 2023 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2023 Prepayment Account from the prepayment of 2023 Special Assessments and from amounts deposited into the 2023 Prepayment Account from any other sources; or

(iii) When the amount on deposit in the 2023 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2023 Bonds then Outstanding as provided in the Third Supplement.

If less than all of the Series 2023 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2023 Bonds or portions of such Series 2023 Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of Redemption and of Purchase

When required to redeem or purchase Series 2023 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice thereof, to be mailed, at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Series 2023 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2023 Bonds for which notice was duly mailed in accordance with the Indenture.

If at the time of mailing of notice of an optional redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Series 2023 Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case

may be, not later than the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Series 2023 Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Series 2023 Bonds for which such funds are sufficient, selecting the Series 2023 Bonds to be redeemed randomly from among all such Series 2023 Bonds called for redemption on such date, and among different maturities of Series 2023 Bonds in the same manner as the initial selection of Series 2023 Bonds to be redeemed, and from and after such redemption date, interest on the Series 2023 Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Series 2023 Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Series 2023 Bonds not been called for redemption.

Book-Entry Only System

The information in this caption concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2023 Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2023 Bond documents. For example, Beneficial Owners of Series 2023 Bonds may wish to ascertain that the nominee holding the Series 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2023 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2023 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Series 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by

standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2023 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2023 Bond certificates will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2023 BONDS, AS NOMINEE OF DTC, REFERENCE HEREIN TO THE OWNER OF THE SERIES 2023 BONDS OR REGISTERED OWNERS OF THE SERIES 2023 BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2023 BONDS.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2023 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2023 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS

General

The Series 2023 Bonds are payable from and secured by the revenues derived by the District from the 2023 Special Assessments (the “2023 Pledged Revenues”) and amounts in the Funds and Accounts (which excludes amounts in the 2023 Rebate Account and the 2023 Costs of Issuance Account) established by the Indenture for the benefit of the Series 2023 Bonds (the “2023 Pledged Funds” and, together with the 2023 Pledged Revenues, the “2023 Trust Estate”).

The 2023 Special Assessments represent an allocation of a portion of the costs of the 2023 Project, including bond financing costs, to the 2023 Assessment Area in accordance with the Assessment Reports attached hereto as composite APPENDIX B.

“Special Assessments” include (a) the net proceeds derived from the levy and collection of “special assessments,” as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof, and (b) the net proceeds derived from the levy and collection of “benefit special assessments,” as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both “special assessments” and “benefit special assessments,” including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. “Special Assessments” shall not include “special assessments” levied and collected by the District under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the District under Section 190.021(3) of the Act.

NEITHER THE SERIES 2023 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2023 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE 2023 PROJECT, BUT SHALL CONSTITUTE A LIEN ONLY ON THE 2023 TRUST ESTATE AS SET FORTH IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2023 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2023 TRUST ESTATE PLEDGED TO THE SERIES 2023 BONDS, ALL AS PROVIDED IN THE SERIES 2023 BONDS AND IN THE INDENTURE.

THE SERIES 2023 BONDS AND THE 2023 SPECIAL ASSESSMENTS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DEVELOPER AND THE PAYMENT THEREOF IS NOT GUARANTEED BY THE DEVELOPER.

Funds and Accounts

The Indenture establishes with the Trustee the following Funds and Accounts: 1) within the Acquisition and Construction Fund, a 2023 Acquisition and Construction Account and a 2023 Costs of Issuance Account; 2) within the Debt Service Fund, a 2023 Sinking Fund Account and a 2023 Interest Account; 3) within the Bond Redemption Fund, a 2023 Prepayment Account and a 2023 Optional Redemption Account; 4) within the Debt Service Reserve Fund, a 2023 Reserve Account, which account shall be held for the benefit of all of the Series 2023 Bonds, without distinction as to Series 2023 Bonds and without privilege or priority of one Series 2023 Bond over another; 5) within the Revenue Fund, a 2023 Revenue Account and 6) within the Rebate Fund, a 2023 Rebate Account.

2023 Acquisition and Construction Account

Amounts on deposit in the 2023 Acquisition and Construction Account shall be applied to pay the Costs of the 2023 Project upon presentment to the Trustee of a properly signed requisition.

Any balance remaining in the 2023 Acquisition and Construction Account after the Completion Date of the 2023 Project and after retaining the amount, if any, of all remaining unpaid Costs of the 2023 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be deposited in the 2023 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2023 Bonds in the manner prescribed in the Series 2023 Bonds; provided, however, that the District shall not declare that the Completion Date of the 2023 Project has occurred until after Release Condition #2 has been satisfied and all moneys transferred from the 2023 Reserve Account to the 2023 Acquisition and Construction Account as a result of such reduction of the 2023 Reserve Account Requirement have been expended or the Consulting Engineer has certified in writing to the District and the Trustee (upon which the Trustee may conclusively rely) that such amount is in excess of what is needed to complete the 2023 Project. At such time as there are no amounts on deposit in the 2023 Acquisition and Construction Account such account shall be closed. No transfer to the 2023 Prepayment Account shall be made if on the date of such proposed transfer the Trustee has knowledge that an Event of Default exists until such Event of Default no longer exists or is waived or the Trustee is directed by the Majority Owners to otherwise apply such moneys.

In accordance with the provisions of the Indenture, the Series 2023 Bonds are payable solely from the 2023 Trust Estate. The District acknowledges in the Third Supplement that (i) the 2023 Trust Estate includes, without limitation, all amounts on deposit in the 2023 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the 2023 Trust Estate may not be used by the District (whether to pay Costs of the 2023 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to such declared Event of Default the District had incurred a binding obligation with third parties for work on the 2023 Project and payment is for such work and (iii) upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the 2023 Trust Estate may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District agrees in the Third Supplement that it shall not enter into any binding agreement that will cause the expenditure of additional funds from the 2023 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

2023 Reserve Account and 2023 Reserve Account Requirement

The 2023 Reserve Account shall be funded and maintained at all times in the amount of the 2023 Reserve Account Requirement.

“2023 Reserve Account Requirement” or “Reserve Requirement” shall mean, initially, an amount equal to 50% of the maximum annual Debt Service Requirements with respect to the then Outstanding Series 2023 Bonds, as determined from time to time on the date of any such calculation. Notwithstanding the foregoing, upon satisfaction of Release Condition #1 or Release Condition #2, as applicable, as evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, the 2023 Reserve Account Requirement shall mean 25% or 10%, respectively, of the maximum annual Debt Service Requirements of the Series 2023 Bonds Outstanding. For the purpose of

calculating the 2023 Reserve Account Requirement, maximum annual Debt Service Requirement shall be calculated as of the date of the original issuance and delivery of the Series 2023 Bonds and recalculated in connection with each optional or extraordinary mandatory redemption of the Series 2023 Bonds (but not upon mandatory sinking fund redemption). The initial 2023 Reserve Account Requirement shall be equal to \$_____.

“Release Condition #1” shall mean, collectively, when all of the principal portion of the 2023 Special Assessments has been assigned to residential units within the 2023 Assessment Area that have been developed and platted, and no Event of Default under the Indenture has occurred and is continuing.

“Release Condition #2” shall mean, collectively, when Release Condition #1 is satisfied and all residential units within the 2023 Assessment Area have been sold and closed with end-users.

Amounts on deposit in the 2023 Reserve Account except as otherwise provided in the Indenture shall be used only for the purpose of making payments into the 2023 Interest Account and the 2023 Sinking Fund Account to pay the Series 2023 Bonds when due, without distinction as to Series 2023 Bonds and without privilege or priority of one Series 2023 Bond over another, when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall notify the District of the amount in the 2023 Reserve Account. The District shall compute the value of the 2023 Reserve Account Requirement and shall promptly notify the Trustee of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2023 Reserve Account, from any legally available source of the District. Any such surplus in the 2023 Reserve Account as a result of having met Release Condition #1 or Release Condition #2 (pursuant to a written direction from the District to the Trustee upon which the Trustee may conclusively rely) shall be deposited to the 2023 Acquisition and Construction Account to be used for the purposes of such Account and all other such surplus (except for surplus as a result of investment earnings) shall be deposited to the 2023 Prepayment Account to be used for the extraordinary mandatory redemption of Series 2023 Bonds.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2023 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2023 Bonds, together with accrued interest on such Series 2023 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2023 Prepayment Account the amount on deposit in the 2023 Reserve Account to pay and redeem all of the Outstanding Series 2023 Bonds on the earliest such date.

Flow of Funds

(a) Except as otherwise provided in the Third Supplement, amounts on deposit in the 2023 Revenue Account shall be applied in accordance with Section 6.03 of the Master Indenture. The District covenants to pay or cause to be paid the proceeds of the 2023 Special Assessments as received to the Trustee for deposit as provided in the Indenture.

(b) The Trustee is authorized and directed by the Third Supplement to deposit any and all amounts required to be deposited into the Funds and Accounts pursuant to the Indenture, and any other

amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. Upon deposit of the revenues from the 2023 Special Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such 2023 Special Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established as follows:

(i) Assessment Interest which shall be deposited into the 2023 Interest Account;

(ii) Assessment Principal, which shall be deposited into the 2023 Sinking Fund Account;

(iii) Prepayment Principal which shall be deposited into the 2023 Prepayment Account;

(iv) Delinquent Assessment Principal shall first be deposited to the 2023 Reserve Account and applied to restore the amount of any withdrawal from the 2023 Reserve Account to pay the principal of Series 2023 Bonds, to the extent that less than the 2023 Reserve Account Requirement is on deposit in the 2023 Reserve Account, and, the balance, if any, shall be deposited into the 2023 Sinking Fund Account;

(v) Delinquent Assessment Interest shall first be deposited to the 2023 Reserve Account and applied to restore the amount of any withdrawal from the 2023 Reserve Account to pay the interest of Series 2023 Bonds to the extent that less than the 2023 Reserve Account Requirement is on deposit in a 2023 Reserve Account, and, the balance, if any, shall be deposited into the 2023 Interest Account;

(vi) The balance shall be deposited in the 2023 Revenue Account.

(c) On each March 15, June 15, September 15 and December 15 (or if such Day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2023 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District from the 2023 Revenue Account to pay amounts due on the next Interest Payment Date from the 2023 Revenue Account, for deposit into such 2023 Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2023 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such 2023 Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2023 Bonds. All interest due in regard to such prepayments shall be paid from the 2023 Interest Account or, if insufficient amounts are on deposit in the 2023 Interest Account to pay such interest, then from the 2023 Revenue Account.

(d) On each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the 2023 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, beginning on May 1, 2025, to the 2023 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2023 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2023 Interest Account not previously credited;

SECOND, beginning on May 1, 20__, to the 2023 Sinking Fund Account, an amount equal to the Amortization Installment on the Series 2023 Bonds due on such May 1 or the principal maturing on such May 1, less any amount already on deposit in the 2023 Sinking Fund Account not previously credited;

THIRD, to the 2023 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2023 Reserve Account Requirement with respect to the Series 2023 Bonds; and

FOURTH, the balance shall be retained in the 2023 Revenue Account, provided that on November 2 of each year any funds remaining in the 2023 Revenue Account shall be applied upon direction of the District to the Trustee, (i) prior to the completion of the 2023 Project, to the 2023 Acquisition and Construction Account, and (ii) thereafter, to any lawful purpose of the District.

Anything in the Indenture to the contrary notwithstanding, it shall not constitute an Event of Default if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Indenture and Section 606 of the Third Supplement.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the 2023 Revenue Account to the 2023 Rebate Account established for the Series 2023 Bonds in the Rebate Fund the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2023 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from legally available moneys of the District the amount of any such insufficiency.

Investments

Amounts on deposit in all of the Funds and Accounts held as security for the Series 2023 Bonds shall be invested only in Investment Securities, and further, earnings on investments in the 2023 Acquisition and Construction Account and the 2023 Costs of Issuance Account shall be retained as realized, in such Funds and Accounts and used for the purpose of such Funds and Accounts. Earnings on investments in the 2023 Revenue Account, 2023 Sinking Fund Account, the 2023 Interest Account and the 2023 Prepayment Account shall be deposited, as realized, to the credit of the 2023 Revenue Account and used for the purpose of such Account.

All earnings on investments in the 2023 Reserve Account shall be deposited to the 2023 Revenue Account provided no deficiency exists in the 2023 Reserve Account except that prior to the Completion Date of the 2023 Project earnings shall be deposited to the 2023 Acquisition and Construction Account if a deficiency does not exist in the 2023 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2023 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and Investment Securities.

Agreement for Assignment of Development Rights

Contemporaneously with the issuance of the Series 2023 Bonds, the Developer and the District will enter into a Collateral Assignment and Assumption of Development Rights Relating to the 2023 Project (the "Assignment Agreement"). The following is a description of the Assignment Agreement but is qualified in its entirety by reference to the Assignment Agreement. Pursuant to the Assignment Agreement, the Developer collaterally assigns to the District all of Developer's development rights and contract rights relating to the 2023 Project as to lands owned by Developer (the "Development Rights") as security for the Developer's payment and performance and discharge of its obligation to pay the 2023 Special Assessments levied against the 2023 Assessment Area when due. The assignment will become effective and absolute upon failure of the Developer to pay the 2023 Special Assessments levied against the land within the 2023 Assessment Area owned by the Developer. The Development Rights specifically excludes any such portion of the Development Rights which relate to any property which has been conveyed to a homebuilder resulting from the sale of any portion of the land within the 2023 Assessment Area in the ordinary course of business, the County, the District, any applicable homeowner's association or other governing entity or association relating to the 2023 Project. Pursuant to the Indenture, the District assigns its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2023 Bonds.

Notwithstanding the above provisions to the contrary, in the event the District foreclosed on the lands subject to the 2023 Special Assessments as a result of the Developer's or a subsequent landowner's failure to pay such 2023 Special Assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the 2023 Project and/or the remainder of the CIP.

Completion Agreement

In connection with the issuance of the Series 2023 Bonds, the District and the Developer will enter into the Completion Agreement pursuant to which the Developer will agree to provide funds to complete the 2023 Project. Pursuant to the Completion Agreement, the District is entitled to remedies including, but not limited to, specific enforcement and/or damages.

Enforcement of Completion Agreement

The Third Supplement provides that the District, either through its own actions, or actions caused to be taken through the Trustee, shall strictly enforce all of the provisions of the Completion Agreement, and, upon the occurrence and continuance of a default under such agreement, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2023 Bonds may, subject to the Trustee's rights under Article X of the Master Indenture, act on behalf of, and in the District's stead, to enforce the provisions of such agreement and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement upon demand of the Majority Owners of the Series 2023 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2023 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period of cure.

Limitation on Additional Debt

Other than Bonds issued to refund a portion of Outstanding Series 2023 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2023 Trust Estate. In addition, the District covenants that so long as the Series 2023 Bonds are Outstanding, it will not to issue any other Bonds or other debt obligations secured by Special Assessments for any capital projects on assessable lands which are also encumbered by the 2023 Special Assessments without the written consent of the Majority Owners, unless Substantial Absorption has occurred (defined in the Third Supplement to mean the date at least 90% of the principal portion of the 2023 Special Assessments have been assigned to residential units that have received certificates of occupancy); provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the 2023 Special Assessments which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the 2023 Special Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Additional Covenants Regarding 2023 Special Assessments

The District covenants in the Indenture to assess, levy, and enforce the payment of the 2023 Special Assessments at the times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Series 2023 Bonds. In addition, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2023 Special Assessments, including the Assessment Reports prepared by the Assessment Consultant, and to levy the 2023 Special Assessments and any required true-up payments as set forth in the Assessment Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2023 Bonds, when due. The District also agrees that it shall not amend the Assessment Reports in any material manner without the written consent of the Majority Owners.

The Third Supplement provides that when permitted by law, the 2023 Special Assessments levied on platted lots and pledged thereunder to secure the Series 2023 Bonds shall be collected pursuant to the Uniform Method (as hereinafter defined), and 2023 Special Assessments levied on unplatted lands and pledged thereunder to secure the Series 2023 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners upon the occurrence and continuance of an Event of Default.

Events of Default With Respect to the Series 2023 Bonds

Each of the following shall be an “Event of Default” under the Indenture, with respect to the Series 2023 Bonds:

(a) if payment of any installment of interest on any Series 2023 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2023 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be determined solely by the Majority Owners of such Series 2023 Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2023 Bond issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of the Outstanding Series 2023 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if any portion of the 2023 Special Assessments pledged to the Series 2023 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2023 Reserve Account, to pay the Debt Service Requirements on the Series 2023 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2023 Reserve Account to pay the Debt Service Requirements on the Series 2023 Bonds) (the foregoing being referred to as a "2023 Reserve Account Event") unless within sixty (60) days from the 2023 Reserve Account Event the District has either paid to the Trustee (i) the amounts, if any, withdrawn from the 2023 Reserve Account, or (ii) the portion of the Delinquent Assessment Principal and Delinquent Assessment Interest giving rise to the 2023 Reserve Account Event are no longer delinquent; and

(g) if more than fifteen percent (15%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the 2023 Special Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of such event not later than ten (10) days after the end of the sixty (60) day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such an Event of Default absent notice thereof from the District.

Provisions Relating to Bankruptcy or Insolvency of Landowner

(a) Both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”).

(b) The District acknowledges and agrees in the Indenture that, although the Series 2023 Bonds were issued by the District, the Owners of the Series 2023 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District agrees in the Indenture that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Outstanding Series 2023 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the District agrees in the Indenture that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Series 2023 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District agrees in the Indenture that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer’s exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any

motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee, or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee, in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2023 Special Assessments relating to the Series 2023 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) or (b)(v) above.

Special Assessments; Re-Assessment

The District shall levy Special Assessments, and, unless the District collects the Special Assessments directly under the conditions set forth in the Indenture, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the District pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 of the Master Indenture, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

Pursuant to the Indenture, if any 2023 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such 2023 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such 2023 Special Assessment when it might have done so, the District shall either: (i) take all necessary steps to cause a new 2023 Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement; or (ii) in its sole discretion, make up the amount of such 2023 Special Assessment from any legally available moneys, which moneys shall be deposited into the 2023 Revenue Account. In case any such subsequent 2023 Special Assessment shall also be annulled, the District shall obtain and make other 2023 Special Assessments until a valid 2023 Special Assessment shall be made.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2023 Bonds is the collection of 2023 Special Assessments (“Special Assessments”) imposed on certain lands in the District specially benefited by the 2023 Project pursuant to the Assessment Proceedings. See “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” herein and “APPENDIX B: ASSESSMENT REPORTS.”

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Osceola County Tax Collector (“Tax Collector”) or the Osceola County Property Appraiser (“Property Appraiser”) to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect the Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2023 Bonds. See “BONDOWNERS’ RISKS” herein. To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2023 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the 2023 Project to the lands subject to the Special Assessments must exceed or equal the amount of the Special Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Assessment Consultant to be delivered at closing will certify that these requirements have been met with respect to the Special Assessments. In the event that the Special Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Special Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See “BONDOWNERS’ RISKS.” Initially, and for undeveloped properties owned by the Developer and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Special Assessments, and will enforce that bill through foreclosure proceedings. See “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” herein and “APPENDIX B – ASSESSMENT REPORTS” hereto. For platted lands, the Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Special Assessments. In this context, Section 170.10, Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of its annual installment of principal and/or interest of a special assessment due, including the Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this

case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Special Assessments. See “BONDOWNERS’ RISKS” herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, “Taxes and Assessments”), all of which will appear on the tax bill (also referred to as a “tax notice”) issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments – including the Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Special Assessments. In other words, any partial prepayment by a landowner must be distributed in equal proportion to all taxing districts and levying authorities.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2023 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November

and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2023 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven years after the date of issuance, if a tax deed has not been applied for, and no other administrative or legal proceeding, including a bankruptcy, has existed of record, the tax certificate is null and void. After an initial period ending two

years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Special Assessments, which are the primary source of payment of the Series 2023 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See “BONDOWNERS’ RISKS” herein.

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ESTIMATED SOURCES AND USES OF THE SERIES 2023 BOND PROCEEDS

Sources:		
	Par Amount of Series 2023 Bonds	\$
	[Plus/Minus] [Net] Original Issue [Premium/Discount]	<hr/>
	Total Sources	\$
Uses:		
	Deposit to 2023 Acquisition and Construction Account	\$
	Deposit to 2023 Reserve Account	
	Deposit to 2023 Interest Account ⁽¹⁾	
	Deposit to 2023 Costs of Issuance Account	
	Underwriter's Discount	<hr/>
	Total Uses	\$

⁽¹⁾ Includes capitalized interest through November 1, 2024.

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The following table sets forth the scheduled debt service on the Series 2023 Bonds:

DEBT SERVICE REQUIREMENTS

<u>Period Ending November 1,</u>	<u>Series 2023 Principal</u>	<u>Series 2023 Interest</u>	<u>Total Series 2023 Debt Service</u>
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Total

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BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2023 Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2023 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2023 Bonds. Prospective investors in the Series 2023 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2023 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Limited Pledge

The principal security for the payment of the principal of and interest on the Series 2023 Bonds is the timely collection of the 2023 Special Assessments. Recourse for the failure of any landowner to pay the 2023 Special Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the 2023 Special Assessments are being collected pursuant to the Uniform Method or directly by the District. The 2023 Special Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land in the 2023 Assessment Area. The District has not granted, and may not grant under Florida law, a mortgage or security interest on any land subject to the 2023 Special Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the 2023 Project as security for, or a source of payment of, the Series 2023 Bonds. The Developer is not a guarantor of payment of any 2023 Special Assessments and the recourse for the Developer's failure to pay the 2023 Special Assessments on any land owned by the Developer in the 2023 Assessment Area, like any landowner, is limited to the collection proceedings against such land. Several mortgage lenders have in the past raised legal challenges to the primacy of liens similar to those of the 2023 Special Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the 2023 Special Assessments in the event that actions are taken to foreclose on any property in the 2023 Assessment Area.

Bankruptcy and Related Risks

The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. Under existing constitutional and statutory law and judicial decisions, in the event of the institution of bankruptcy or similar proceedings with respect to any landowner, including the Developer, if applicable, the remedies specified by federal, state and local law and in the Indenture and the Series 2023 Bonds, including, without limitation, enforcement of the obligation to pay the 2023 Special Assessments may not be readily available or may be limited. Bankruptcy can also affect the ability of (1) any landowner being able to pay the 2023 Special Assessments, (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy, to the extent the Uniform Method is being utilized for collecting the 2023 Special Assessments, (3) the inability of the District to foreclose the lien of the 2023 Special Assessments not being collected by the Uniform Method, and (4) the ability of the Developer to complete the 2023 Project. Any such adverse effect, either partially or fully, on the ability to enforce such remedies could have a material

adverse effect on the District's ability to make the full or punctual payment of debt service on the Series 2023 Bonds.

Delay and Discretion Regarding Remedies

The remedies available to the owners of the Series 2023 Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of delinquent 2023 Special Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of 2023 Special Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of 2023 Special Assessments, if the 2023 Special Assessments are not collected under the Uniform Method, a foreclosure may be commenced to collect the delinquent 2023 Special Assessments. It is possible that the District will not be sufficient funds to pay for the foreclosure and/or that funds on deposit under the Indenture may not be used to pay such costs. Under the Code (hereinafter defined), there are limitations on the amount of the Series 2023 Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

To the extent that any portion of the 2023 Special Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the 2023 Special Assessments are not being collected by the Uniform Method, the ability of the District to sell land upon foreclosure, both will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the benefitted land within the District as a result of implementation and development of the 2023 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the 2023 Special Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse effect could render the District unable to collect delinquent 2023 Special Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2023 Bonds.

Landowner Challenge of Assessed Valuation

State law provides both administrative and judicial procedures whereby a taxpayer may contest the assessed valuation of his or her property determined by the Property Appraiser. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (i) request an informal conference with the Property Appraiser to resolve the issue, (ii) file a petition with the clerk of the county value adjustment board, or (iii) appeal to the Circuit Court within sixty (60) days of the

certification for collection of the tax roll or within sixty (60) days of the issuance of a final decision by the value adjustment board. A petitioner before the value adjustment board who challenges the assessed value of property must pay all non-ad valorem assessments and make a partial payment of at least 75% of the ad valorem taxes, less any applicable discount, before the taxes become delinquent. Before any judicial action to contest a tax assessment may be brought, the taxpayer shall pay to the tax collector not less than the amount of the tax which the taxpayer admits in good faith to be owing. During any such proceeding, all procedures for the collection of the unpaid taxes are suspended until the petition or suit is resolved. This could result in a delay in the collection of the 2023 Special Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of the debt service on the Series 2023 Bonds.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the 2023 Special Assessments. Failure of the District to follow these procedures could result in the 2023 Special Assessments not being levied or potential future challenges to such levy.

Other Taxes

The willingness and/or ability of a landowner within the 2023 Assessment Area to pay the 2023 Special Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, and other special districts, could, without the consent of the owners of the land within the 2023 Assessment Area, impose additional taxes or assessments on the property within the 2023 Assessment Area. County, municipal, school and special district taxes and assessments, including the 2023 Special Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at the same time when collected under the Uniform Method, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment, the taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the 2023 Special Assessments, would result in such landowner's assessments to not be collected to that extent, which could have a significant adverse impact on the District's ability to make full or punctual payment of debt service on the Series 2023 Bonds.

The District may also impose additional assessments which could encumber the property burdened by the 2023 Special Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the 2023 Special Assessments. In addition, lands within the District may also be subject to assessments by property and homeowner associations.

Inadequacy of Reserve

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the 2023 Special Assessments or a failure to collect the 2023 Special Assessments, but may not affect the timely payment of debt service on the Series 2023 Bonds because of the 2023 Reserve Account established by the District for the Series 2023 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed 2023 Special Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the 2023 Special Assessments, the

2023 Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. Owners should note that although the Indenture contains the 2023 Reserve Account Requirement for the 2023 Reserve Account, and a corresponding obligation on the part of the District to replenish the 2023 Reserve Account to the 2023 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the 2023 Reserve Account. Moreover, the District will not be permitted to re-assess real property then burdened by the 2023 Special Assessments in order to provide for the replenishment of the 2023 Reserve Account.

Moneys on deposit in the 2023 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the 2023 Reserve Account to make up deficiencies or delays in collection of 2023 Special Assessments.

Economic Conditions

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the landowners or the District. Although the Developer expects to continue to develop lots and sell lots to builders to build homes to sell to end users, there can be no assurance that such sales will occur or be realized in the manner currently anticipated. See also, “Infectious Viruses and/or Diseases.”

Concentration of Land Ownership in Developer

Until additional home closings take place in the 2023 Assessment Area, payment of the 2023 Special Assessments is primarily dependent upon their timely payment by the Developer. At closing of the sale of the Series 2023 Bonds it is expected that all or a majority of the lands within the 2023 Assessment Area will continue to be owned either directly or indirectly by the Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant owner of property within the District, delays could most likely occur in the payment of debt service on the Series 2023 Bonds and the completion of the 2023 Project not funded with proceeds of the Series 2023 Bonds. Such bankruptcy could negatively impact the ability of: (i) the Developer or any other landowner being able to pay the 2023 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the 2023 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any 2023 Special Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used with respect to any assessable lands that are not platted, unless, in an Event of Default, a majority of the owners of the Series 2023 Bonds Outstanding directs the District to use the Uniform Method.

Partially Developed Land

Although substantially developed and platted, a portion of the 2023 Assessment Area is not fully developed. The ultimate successful development of the 2023 Assessment Area depends on several factors discussed herein. There is no assurance that the Developer will be successful in completing development of the 2023 Assessment Area.

Change in Development Plans

The Developer has the right to modify or change plans for development of property within the 2023 Assessment Area and the Development, from time to time, including, without limitation, land use

changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Bulk Sale of Land in 2023 Assessment Area

The Developer may make bulk sales of all or a portion of the lands owned by it within the 2023 Assessment Area at any time. Bulk sale agreements may be canceled or amended, without the consent of the District or any other party. Such changes could affect the purchase price of, delivery timing and/or development of lots/homes within the 2023 Assessment Area that is otherwise described herein.

Completion of 2023 Project

The Series 2023 Bond proceeds will not be sufficient to finance the completion of the 2023 Project. The portions of the 2023 Project not funded with proceeds of the Series 2023 Bonds are currently expected to be funded with contributions from the Developer or completed under the Completion Agreement. There is no assurance that the Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2023 Bonds, the Developer will enter into the Completion Agreement with respect to any portions of the 2023 Project not funded with the proceeds of the Series 2023 Bonds. See “THE DEVELOPMENT – Land Acquisition/Development Financing” and “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Completion Agreement” herein.

Upon issuance of the Series 2023 Bonds, the Developer will also execute and deliver to the District the Assignment Agreement, pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to the 2023 Project and the 2023 Assessment Area as security for Developer’s payment and performance and discharge of its obligation to pay the 2023 Special Assessments. However, there can be no assurance that the District will have sufficient moneys on hand to complete the 2023 Project or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the 2023 Project. The District does anticipate issuing any additional Bonds to finance the remaining portion of the 2023 Project **[or the CIP]**. Pursuant to the Indenture, the District will covenant that other than Bonds issued to refund a portion of Outstanding Series 2023 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2023 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2023 Trust Estate. In addition, the District covenants that so long as the Series 2023 Bonds are Outstanding, it will not to issue any other Bonds or other debt obligations secured by Special Assessments for any capital projects on assessable lands which are also encumbered by the 2023 Special Assessments without the written consent of the Majority Owners, unless Substantial Absorption has occurred (defined in the Third Supplement to mean the date at least 90% of the principal portion of the 2023 Special Assessments have been assigned to residential units that have received certificates of occupancy); provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the 2023 Special Assessments which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the 2023 Special Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2023 Bonds should it be necessary to institute proceedings

due to the nonpayment of the 2023 Special Assessments. Failure to complete or substantial delays in the completion of the 2023 Project or the CIP due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which 2023 Special Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the 2023 Special Assessments when due and likewise the ability of the District to make full or punctual payment of debt service on the Series 2023 Bonds.

Regulatory and Environmental Risks

The District Lands are subject to comprehensive federal, State and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands, including the 2023 Assessment Area.

The value of the land within the District, the ability to complete the 2023 Project or the CIP, or to develop the Development and the likelihood of timely payment of debt service on the Series 2023 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District Lands, including the 2023 Assessment Area. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District.

District May Not be Able to Obtain Permits

In connection with a foreclosure of the lien of the assessments prior to completion of the development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed above, the District and the Developer will enter into the Assignment Agreement upon issuance of the Series 2023 Bonds in which the Developer collaterally assigns to the District all of its respective development rights and contract rights relating to the 2023 Project and 2023 Assessment Area. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the 2023 Special Assessments, to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Developer and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the 2023 Project.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational

disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2023 Bonds.

Infectious Viruses and/or Diseases

A novel coronavirus outbreak first identified in 2019 as causing coronavirus disease 2019 (“COVID-19”) was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 varied at the local, state and national levels. In reaction to the pandemic declaration a variety of federal agencies, along with state and local governments, implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, including supply chain, inflation, and labor shortage issues, and could continue to have a lingering negative affect on economic growth and financial markets worldwide, including within the State. Although the World Health Organization no longer considers COVID-19 to be a global public health emergency, how long the foregoing negative impacts will last cannot be determined at this time; however, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on the Developer or subsequent landowners. While the foregoing describes certain risks related to the recent outbreak of COVID-19, the same risks may be associated with any contagious epidemic, pandemic or disease.

Damage to Lands and Infrastructure in the District from Natural Disasters

The value of the lands subject to the 2023 Special Assessments, the completion of the 2023 Project, and the completion and sales of homes within the 2023 Assessment Area could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support the development and construction of the 2023 Project or cause disruptions to the supply chain and insurance market for contractors and home buyers. The occurrence of any such events could materially adversely affect the District’s ability to collect 2023 Special Assessments and pay debt service on the Series 2023 Bonds. The Series 2023 Bonds are not insured and the District’s casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Limited Secondary Market

The Series 2023 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2023 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2023 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2023 Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2023 Bonds, depending on the progress of the Development, existing market conditions and other factors.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rate borne by the Series 2023 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2023 Bonds. These higher interest rates are intended to compensate investors in the Series 2023 Bonds for the risk inherent in the purchase of the Series 2023 Bonds. However, such higher interest rates, in and of

themselves, increase the amount of 2023 Special Assessments that the District must levy in order to provide for payment of debt service on the Series 2023 Bonds, and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such 2023 Special Assessments.

The Indenture does not contain an adjustment of the interest rate on the Series 2023 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the tax certificate signed by the District upon issuance of the Series 2023 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2023 Bonds become includable in gross income for federal income tax purposes, owners of the Series 2023 Bonds will be required to pay income taxes on the interest received on such Series 2023 Bonds and related penalties. Because the interest rate on such Series 2023 Bonds will not be adequate to compensate owners of the Series 2023 Bonds for the income taxes due on such interest, the value of the Series 2023 Bonds may decline. Prospective purchasers of the Series 2023 Bonds should evaluate whether they can own the Series 2023 Bonds in the event that the interest on the Series 2023 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Audit and Examination Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2023 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law. Owners of the Series 2023 Bonds are advised that, if the IRS does audit the Series 2023 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2023 Bonds may have limited rights to participate in such procedure.* The commencement of such an audit could adversely affect the market value and liquidity of the Series 2023 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2023 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2023 Bonds may adversely impact any secondary market for the Series 2023 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2023 Bonds may be sold.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax exempt status, but has advised such districts that such districts must have public electors within the timeframe established by applicable State law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six (6) years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a

* Owners of the Series 2023 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.

general electorate. [Currently, all of the members of the Board of the District were elected by the landowners, and none were elected by qualified electors.]

Florida Village Center CDD TAM

In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the “Audited Bonds”) issued by Village Center Community Development District (the “Village Center CDD”). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum (“TAM”) concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS’s conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the Agency found that the Village Center CDD was not a “proper issuer of tax-exempt bonds” and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

Legislative Proposals and State Tax Reform

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2023 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2023 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2023 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2023 Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2023 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take.

The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2023 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor of the State of Florida, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for the Series 2023 Bonds.

Loss of Exemption from Securities Registration

Since the Series 2023 Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of the Series 2023 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the owners of the Series 2023 Bonds would need to ensure that subsequent transfers of the Series 2023 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Consulting Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

Mortgage Default and FDIC

In the event a bank forecloses on a property in the 2023 Assessment Area because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the 2023 Special Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay 2023 Special Assessments.

The risks described under this "BONDOWNERS' RISKS" section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2023 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2023 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the “Code”) establishes certain requirements which must be met subsequent to the issuance and delivery of the Series 2023 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2023 Bonds. The District has covenanted in the Indenture to comply with each such requirement.

In the opinion of Akerman LLP, Bond Counsel, the proposed form of which is included as APPENDIX D hereto, assuming continuing compliance with certain covenants by the District and the accuracy of certain representations of the District, under existing statutes, regulations, published rulings, and judicial decisions, interest on the Series 2023 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the “adjusted financial statement income” (as defined in Section 56A of the Code) of “applicable corporations” (as defined in Section 59 of the Code) for the purposes of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2023 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of these certifications and representations.

Bond Counsel’s opinions are based on existing law, which is subject to change. Moreover, Bond Counsel’s opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service (“IRS”) or the courts; rather, such opinions represent Bond Counsel’s professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

The IRS has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. Bond Counsel cannot predict whether the IRS will commence an audit of the Series 2023 Bonds. Owners of the Series 2023 Bonds are advised that, if the IRS does audit the Series 2023 Bonds, under current IRS procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2023 Bonds may have limited rights to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2023 Bonds until the audit is concluded, regardless of the ultimate outcome.

Collateral Tax Consequences

Prospective purchasers of the Series 2023 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the Series 2023 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, recipients

of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, and certain S corporations.

Bond Counsel expresses no opinion regarding any federal tax consequences other than its opinion with regard to the exclusion of interest on the Series 2023 Bonds from gross income pursuant to Section 103 of the Code and the treatment of interest for purposes of the federal alternative minimum tax. Prospective purchasers of the Series 2023 Bonds should consult their tax advisors with respect to all other tax consequences (including, but not limited to, those listed above) of holding the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

In the opinion of Bond Counsel, interest on the Series 2023 Bonds is exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220, Florida Statutes.

Interest on the Series 2023 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2023 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2023 Bonds, in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2023 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar in nature to the Series 2023 Bonds. From time to time, legislative proposals may be introduced which could have an effect on both the federal tax consequences resulting from the ownership of the Series 2023 Bonds and their market value. No assurance can be given that any such legislative proposals, if enacted, would not apply to, or would not have an adverse effect upon, the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their tax advisors as to the impact of any pending or proposed legislation. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2023 Bonds may affect the tax status of interest on the Series 2023 Bonds.

Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2023 Bond maturing on _____ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and if applicable, interest rate, was sold is "original issue discount." For federal income tax purposes, original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded on each interest payment date (or over a shorter permitted compounding interval selected by the Owner). A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes

equal to the original issue discount accruing during the period he or she holds the Discount Bonds subject to the same considerations discussed above and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

[Original Issue Premium

The difference between the principal amount of the Series 2023 Bonds maturing on _____ (the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond, or in the case of certain of the Premium Bonds that are callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on such Premium Bond. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.]

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2023 Bonds is subject to information reporting to the Internal Revenue Service. Interest paid on tax-exempt bonds such as the Series 2023 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2023 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2023 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2023 Bonds and proceeds from the sale of Series 2023 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2023 Bonds. This withholding generally applies if the owner of Series 2023 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2023 Bonds may also wish to

consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

NO RATING OR CREDIT ENHANCEMENT

The Series 2023 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2023 Bonds was made.

VALIDATION

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2023 Bonds, were validated by a Final Judgment of the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Osceola County, Florida, entered May 12, 2020. The appeal period from such final judgment expired with no appeal being filed.

LITIGATION

The District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2023 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence, nor the title of the present members of the Board or the District Manager is being contested.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In connection with the issuance and sale of the Series 2023 Bonds, District Counsel will represent to the District and the Underwriter that there are no actions presently pending or to the knowledge of District Counsel threatened against the District, seeking to restrain or enjoin the imposition, levy or collection of the 2023 Special Assessments or the 2023 Pledged Revenues or contesting of affecting the authority for the 2023 Special Assessments, all as further provided in District Counsel's opinion.

The Developer

In connection with the issuance of the Series 2023 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer

to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the 2023 Special Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC Rule”), the District, the Developer and Rizzetta & Company, Incorporated, as dissemination agent (the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of Bondholders to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2023 Bonds in each year (the “District Annual Report”), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2023 Bonds remain Outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of Bondholders to provide to the District and the Dissemination Agent certain financial information and operating data relating to the Developer and the Development on a quarterly basis (each a “Developer Report”), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the Developer will apply only until the earlier to occur of (x) the payment and redemption of the Series 2023 Bonds, or (y) the date on which the Developer owns less than twenty percent (20%) of the real property encumbered by the 2023 Special Assessments that secure the Series 2023 Bonds; provided, however, that the Developer has covenanted and agreed with the District that such covenant will run with the land to the extent that any successor in interest which holds the land for development shall assume the continuing disclosure obligations of the Developer.

The District Annual Report and the Developer Report (together, the “Reports”) will each be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board’s Electronic Municipal Markets Access (“EMMA”) repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the District, through the Dissemination Agent, with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed by the District, the Developer and the Dissemination Agent at the time of issuance of the Series 2023 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

With respect to the Series 2023 Bonds, no parties other than the District and the Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the SEC Rule.

Continuing Compliance – The District

The District has previously entered into continuing disclosure obligations pursuant to the SEC Rule with respect to the Series 2020 Bonds (the “2020 Undertaking”) and the Series 2021 Bonds (the “2021 Undertaking”) and, together with the 2020 Undertaking, the “Prior Undertakings”). With respect to the 2020 Undertaking the District failed to timely file its audited financial statements for the fiscal year ending

September 30, 2020 (filing such report thirty-five (35) days late), and failed to timely file a failure to file notice. With respect to the Prior Undertakings, the District failed to timely file its District Annual Reports, filing such reports one (1) day late. The District anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement and the SEC Rule.

Continuing Compliance – The Developer

The Developer has previously entered into continuing disclosure obligations pursuant to the SEC Rule with respect to obligations issued by various community development districts, including, but not limited to, undertakings with respect to Bonds issued by District I in 2016 and 2017 and the Series 2020 Bonds and Series 2021 Bonds issued by the District. In connection with the delivery of the Series 2023 Bonds, the Developer will represent that within the last five (5) years the Developer failed to timely file certain quarterly filings and material event notices required to be made under such prior undertakings (including, but not limited to, late filings with respect to its obligations pursuant to the undertaking for the Series 2020 Bonds) and/or such filings did not comply with the requirements of such undertakings. The Developer will further represent that it anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement and the SEC Rule.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2023 Bonds from the District at a purchase price of \$_____ (which is the par amount of the Series 2023 Bonds, [plus/less] a [net] original issue [discount/bond premium] in the amount of \$_____ and less an Underwriter's discount of \$_____). See "ESTIMATED SOURCES AND USES OF THE SERIES 2023 BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all the Series 2023 Bonds if any Series 2023 Bonds are purchased.

The Underwriter intends to offer the Series 2023 Bonds to Accredited Investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2023 Bonds to certain dealers (including dealers depositing the Series 2023 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGAL MATTERS

The Series 2023 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel, the form of which is attached hereto as APPENDIX D, as to the validity of the Series 2023 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Developer by its counsel, Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of such. Bond

Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2023 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

FINANCIAL STATEMENTS

The District has covenanted in the Disclosure Agreement set forth in APPENDIX E hereto to provide its annual audited financial statements to the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository as described in APPENDIX E. The audited financial statements for the fiscal year ended September 30, 2022, are attached hereto as APPENDIX F. Such statements speak only as of September 30, 2022. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested nor did they perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein.

EXPERTS AND CONSULTANTS

The references herein to Boyd Civil Engineering, Inc. as the Consulting Engineer have been approved by said firm. The Engineer's Report prepared by such firm relating to the CIP and the 2023 Project, has been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of such Engineer's Report or the CIP and the 2023 Project or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Rizzetta & Company, Incorporated as Assessment Consultant have been approved by said firm. The Assessment Consultant's Assessment Reports prepared by such firm relating to the issuance of the Series 2023 Bonds have been included as APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Reports do not purport to be adequate summaries of such report or complete in all respects. Such Assessment Reports are an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT AND OTHER FEES

The District has retained District's Counsel, Bond Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2023 Bonds. Payment of the fees of such professionals, except for the payment of fees to District Counsel and the Assessment Consultant, are each contingent upon the issuance of the Series 2023 Bonds.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the Owners of the Series 2023 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of the Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2023 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of the Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which the Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of the Limited Offering Memorandum to the date of closing of the Series 2023 Bonds that there has been no material adverse change in the information provided.

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This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all of the foregoing statements.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

John Valantasis, Chair, Board of Supervisors

APPENDIX A

Engineer's Report

APPENDIX B

Assessment Reports

APPENDIX C

Copy of the Master Indenture and Form of the Third Supplement

APPENDIX D

Form of Opinion of Bond Counsel

APPENDIX E

Form of Continuing Disclosure Agreement

APPENDIX F

Financial Statements for Fiscal Year Ending September 30, 2022

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) dated September __, 2023, is executed and delivered by the **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II** (the “Issuer”), **D.R. HORTON, INC. (the “Developer”), and RIZZETTA & COMPANY, INCORPORATED**, as Dissemination Agent (the “Dissemination Agent”) in connection with the issuance by the Issuer of its \$_____ aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). The Series 2023 Bonds are being issued pursuant to a Master Trust Indenture dated as of August 1, 2020 (the “Master Indenture”), by and between the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), as amended and supplemented from time to time, and as particularly supplemented by a Third Supplemental Trust Indenture, by and between the Issuer and the Trustee, dated as of September 1, 2023 (the “Third Supplemental Indenture” and, together with the Master Indenture, the “Indenture”). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2023 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended from time to time (the “Rule”).

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture and the Limited Offering Memorandum, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“**Assessments**” shall mean the non-ad valorem special assessments pledged to the payment of the Series 2023 Bonds pursuant to the Indenture.

“**Beneficial Owner**” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2023 Bonds (including

persons holding Series 2023 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2023 Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

“County Tax Collector” shall mean the Osceola County Tax Collector.

“Developer Report” shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

“Development” shall have the meaning ascribed thereto in the Limited Offering Memorandum.

“Dissemination Agent” shall mean, initially, Rizzetta & Company, Incorporated, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

“District Manager” shall mean Rizzetta & Company, Incorporated, or a successor District Manager.

“Event of Bankruptcy” shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Issuer Disclosure Representative” shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

“Limited Offering Memorandum” shall mean the final offering document relating to the Series 2023 Bonds.

“Listed Events” shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

“Obligated Person” shall mean any person, including the Issuer and the Developer, and its successors and assigns, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more of the Assessments) of the obligations on the Series 2023 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Participating Underwriter” shall mean the original underwriter of the Series 2023 Bonds required to comply with the Rule in connection with offering of the Series 2023 Bonds.

“Repository” shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC’s website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access (“EMMA”) web portal at “<http://emma.msrb.org>.”

“State” shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of the calendar year following the end of each Fiscal Year of the Issuer (the “Annual Filing Date”) beginning April 1, 2024, with respect to the Annual Report for the Fiscal Year ending September 30, 2023, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months of the end of the Issuer’s Fiscal Year), for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 7(a).

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the

Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the anticipated date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(17) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the Fiscal Year the Annual Report represents:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners with respect to Assessments billed and collected directly by the Issuer and with respect to Assessments collected by the County Tax Collector, unless such information is not available from the County Tax Collector.

(iv) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2023 Bonds, footnoting with respect to the 2023 Reserve Account the current 2023 Reserve Account Requirement and whether any condition to the reduction of the 2023 Reserve Account Requirement has been met. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and, in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

- (vi) The total amount of Series 2023 Bonds Outstanding.
- (vii) The amount of principal and interest due on the Series 2023 Bonds.
- (viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.
- (ix) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

5. Provision of Developer Report.

(a) The Developer shall, or shall cause the Dissemination Agent to, for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year (the "Quarterly Filing Date"), beginning February 1, 2024, for the quarter ending December 31, 2023, provide to any Repository in electronic format as prescribed by such Repository a Developer Report which is consistent with the requirements of Section 6(b) of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly Filing Date, the

Dissemination Agent shall contact the Developer in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to this Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the anticipated date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(17) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer. The Dissemination Agent shall file such notice no later than ten (10) days following the applicable Quarterly Filing Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

6. Content of Developer Report.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall file, or cause to be filed by the Dissemination Agent, a Developer Report no later than the Quarterly Filing Date. At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement; provided, however, if the Developer was an Obligated Person at any time during a quarter, the Developer shall report for the remainder of that quarter indicating in such report the date that the Developer ceased being an Obligated Person.

(b) Each quarterly Developer Report shall contain the following information:

(i) Any change in the chart included in subsection "THE DEVELOPMENT – Land Use and Phasing Plan," with the same qualifiers;

(ii) Any change in the table in the subsection "THE DEVELOPMENT – Projected Absorption," with the same qualifiers;

(iii) A description of the infrastructure improvements that are currently under construction, including the status of completion of the 2023 Project;

- (iv) The number of assessable units in the 2023 Assessment Area;
- (v) The number of assessable units in the 2023 Assessment Area that have closed with retail end users;
- (vi) The number of assessable units in the 2023 Assessment Area under contract with retail end users;
- (vii) If assessable units in the 2023 Assessment Area are being built by builders other than the Developer or one of its affiliates, the number of lots under contract with builders, together with the name of each builder, as applicable;
- (viii) If assessable units in the 2023 Assessment Area are being built by builders other than the Developer or one of its affiliates, the number of lots closed with builders, together with the name of each builder, as applicable;
- (ix) The estimated date of complete build-out of assessable units in the 2023 Assessment Area;
- (x) Whether the Developer has made any bulk sale of the land subject to the Assessments;
- (xi) Materially adverse changes or determinations to permits/approvals/entitlements for the Development which necessitate changes to the Developer's land use or other plans for the Development;
- (xii) Updated plan of finance (i.e., change in status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and
- (xiii) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repository or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall

promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term “Developer” shall be deemed to include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder.

7. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2023 Bonds and the Developer shall give, or cause to be given, notice of the occurrence of numbers 10, 12, 13, 15, 16 and 17 of the following events, as they pertain to the Developer (and the Issuer shall not be responsible therefor) to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2023 Bonds, or other material events affecting the tax status of the Series 2023 Bonds;
7. modifications to rights of the holders of the Series 2023 Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2023 Bonds, if material (sale of individual lots by Developer, developers or homeowners to end users shall not be material for purposes of this Disclosure Agreement);

11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a financial obligation (as defined by the Rule) of the Issuer or an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or an Obligated Person, any of which affect security holders, if material;
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or an Obligated Person, any of which reflect financial difficulties; and
17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof.

(b) The notice required to be given in paragraph 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. Termination of Disclosure Agreement. The Issuer's obligations and the Developer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2023 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. Furthermore, the Developer's obligations shall terminate at such time as the Developer is no longer an Obligated Person.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Rizzetta & Company, Incorporated. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent may terminate its role as Dissemination Agent upon delivery of sixty (60) days prior written notice to the Issuer and each Obligated Person. The Issuer may terminate its agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

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

11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2023 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the bond trustee or bond counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report or Developer Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding anything to the contrary herein requiring consent of the Developer, the Issuer may amend this Disclosure Agreement without the consent of the Developer with respect to any provision hereof that does not affect the Developer.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Developer Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or Developer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Developer Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than 50% of the aggregate principal amount of Outstanding Series 2023 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2023 Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific

performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2023 Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State and federal law.

18. Trustee Cooperation. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports that are in the possession of and readily available to the Trustee that the Dissemination Agent requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.).

[End of document – signatures to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**, as Issuer

Chair, Board of Supervisors

**JOINED BY U.S. BANK TRUST
COMPANY, NATIONAL ASSOCIATION,**
as Trustee, FOR PURPOSES OF SECTIONS
13, 15 AND 18 ONLY

Leanne M. Duffy, Vice President

D.R. HORTON, INC., a Delaware corporation,
as Developer

Name: _____
Title: _____

**RIZZETTA & COMPANY,
INCORPORATED**, as Dissemination Agent

William J. Rizzetta, President

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE [ANNUAL][DEVELOPER] REPORT**

Name of Issuer: Town of Kindred Community Development District II

Name of Bond Issue: \$_____ Special Assessment Revenue Bonds, Series 2023

Date of Issuance: September __, 2023

CUSIPS: [To come]

Obligated Persons: Town of Kindred Community Development District II
D.R. Horton, Inc.

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Series 2023 Bonds as required by [Section 3][Section 5] of the Continuing Disclosure Agreement dated September __, 2023, among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Developer Report] will be filed by _____, 20____.

Dated: _____, _____, Dissemination Agent

cc: [Issuer] [Developer]

Tab 11



Rizzetta & Company

Town of Kindred Community Development District II

Approved Proposed Budget for Fiscal Year 2023-2024

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Proposed Budget
Town of Kindred Community Development District II
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 718,366	\$ 718,366	\$ 712,915	\$ 5,451	\$ 939,532	\$ 226,617	
6	Off Roll - Unplatted Land				\$ -	\$ 17,886	\$ 17,886	
7								
8	TOTAL REVENUES	\$ 718,366	\$ 718,366	\$ 712,915	\$ 5,451	\$ 957,418	\$ 244,503	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES	\$ 718,366	\$ 718,366	\$ 712,915	\$ 5,451	\$ 957,418	\$ 244,503	
13								
14	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
15								
16								
17	EXPENDITURES - ADMINISTRATIVE							
18								
19	Financial & Administrative							
20	Administrative Services	\$ 3,375	\$ 4,500	\$ 4,500	\$ -	\$ 4,680	\$ 180	
21	District Management	\$ 15,075	\$ 20,100	\$ 20,100	\$ -	\$ 20,904	\$ 804	
22	District Engineer	\$ 13,661	\$ 18,215	\$ 6,000	\$ (12,215)	\$ 6,000	\$ -	
23	Disclosure Report	\$ 6,000	\$ 6,000	\$ 5,000	\$ (1,000)	\$ 5,000	\$ -	
24	Trustees Fees	\$ 7,745	\$ 7,745	\$ 3,750	\$ (3,995)	\$ 7,745	\$ 3,995	
25	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,200	\$ 200	
26	Financial & Revenue Collections	\$ 2,700	\$ 3,600	\$ 3,600	\$ -	\$ 3,744	\$ 144	
27	Accounting Services	\$ 13,500	\$ 18,000	\$ 18,000	\$ -	\$ 18,720	\$ 720	
28	Auditing Services	\$ 3,325	\$ 3,325	\$ 3,325	\$ -	\$ 3,325	\$ -	
29	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
30	Public Officials Liability Insurance	\$ 2,083	\$ 2,083	\$ 2,836	\$ 753	\$ 2,794	\$ (42)	As per Egis estimate
31	Legal Advertising	\$ 11,636	\$ 15,515	\$ 3,000	\$ (12,515)	\$ 10,000	\$ 7,000	
32	Dues, Licenses & Fees	\$ 643	\$ 857	\$ 500	\$ (357)	\$ 500	\$ -	
33	Website Hosting, Maintenance, Backup	\$ 1,541	\$ 2,055	\$ 2,738	\$ 683	\$ 2,738	\$ -	Website required per statute. Incl. website creation, ada compliance, and mitigation.
34	Legal Counsel							
35	District Counsel	\$ 28,546	\$ 38,061	\$ 25,000	\$ (13,061)	\$ 25,000	\$ -	
36	Developer Counsel		\$ -	\$ -	\$ -	\$ -	\$ -	
37								
38	Administrative Subtotal	\$ 114,830	\$ 145,556	\$ 103,849	\$ (41,707)	\$ 116,850	\$ 13,001	
39								
40	EXPENDITURES - FIELD OPERATIONS							
41								
42	Security Operations							
43	Security Services and Patrols	\$ -	\$ 5,000	\$ 15,000	\$ -	\$ 15,000	\$ -	Stationed Security Guard
44	Security & Fire Monitoring Services	\$ -	\$ 800	\$ 1,500	\$ 700	\$ 1,500	\$ -	Security Alarm monitoring @ \$770 yr. & @ \$90 qtr. for fire monitoring.
45	Electric Utility Services							
46	Utility Services	\$ 32,068	\$ 42,757	\$ 41,800	\$ (957)	\$ 43,000	\$ 1,200	
47	Street Lights	\$ 30,256	\$ 40,341	\$ 46,000	\$ 5,659	\$ 46,000	\$ -	
48	Garbage/Solid Waste Control Services							
49	Garbage - Recreation Facility	\$ 2,617	\$ 1,200	\$ 3,000	\$ 1,800	\$ 3,000	\$ -	Weekly
50	Water-Sewer Combination Services							
51	Utility Services	\$ 75,128	\$ 100,171	\$ 80,000	\$ (20,171)	\$ 102,500	\$ 22,500	Est.
52	Stormwater Control							
53	Aquatic Maintenance	\$ 5,950	\$ 7,933	\$ 4,200	\$ (3,733)	\$ 4,200	\$ -	Pond treatment, monthly. 350
54	Fountain Repairs & Maintenance	\$ 4,813	\$ 6,417	\$ 10,000	\$ 3,583	\$ 10,000	\$ -	Utilize for non-warrantable repairs.
55	Other Physical Environment							
56	General Liability/Property Insurance	\$ 26,385	\$ 26,385	\$ 4,318	\$ (22,067)	\$ 39,974	\$ 35,656	GL \$3,416 & Property \$ 36,558
57	Landscape Maintenance	\$ 184,283	\$ 245,711	\$ 189,346	\$ (56,365)	\$ 183,807	\$ (5,539)	As per new contract
58	Irrigation Repairs	\$ -	\$ -	\$ 6,500	\$ 6,500	\$ 6,500	\$ -	
59	Landscape - Mulch	\$ -	\$ -	\$ 17,500	\$ 17,500	\$ 17,500	\$ -	
60	Landscape Replacement Plants, Shrubs, Trees	\$ 3,874	\$ 5,165	\$ 25,000	\$ 19,835	\$ 25,000	\$ -	
61	Parks & Recreation							
62	Management Contract	\$ 1,593	\$ 2,124	\$ 66,556	\$ 64,432	\$ 66,556	\$ -	
63	Pool Permits	\$ -	\$ 325	\$ 325	\$ -	\$ 325	\$ -	Annual expense.
64	Pest Control	\$ 130	\$ 173	\$ 1,700	\$ 1,527	\$ 840	\$ (860)	per month
65	Fitness Equipment Maintenance & Repairs	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	repairs.
66	Clubhouse - Facility Janitorial Service	\$ 10,379	\$ 13,839	\$ 20,000	\$ 6,161	\$ 20,000	\$ -	maintenance services \$ 184.00 per
67	Pool/Fountain Service Contract	\$ 9,738	\$ 12,984	\$ 28,800	\$ 15,816	\$ 28,800	\$ -	One Stop Pools \$ 2,025.00 per month
68	Pool Repairs	\$ 300	\$ 400	\$ 2,500	\$ 2,100	\$ 2,500	\$ -	For non-warrantable repairs.
69	Security System Monitoring & Maintenance	\$ 5,321	\$ 7,095	\$ 12,771	\$ 5,676	\$ 12,771	\$ -	Envera Surveillance System and Monitoring \$ 1,064.23.
70	Facility A/C & Heating Maintenance & Repair	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	
71	Sidewalk Maintenance & Repair	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	Misc. repair.

Proposed Budget
Town of Kindred Community Development District II
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
72	Furniture Repair/Replacement	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	For non-warrantable repairs.
73	Playground Equipment and Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	Misc. repair.
74	Cable Television, Internet & Telephone	\$ 2,549	\$ 3,399	\$ 1,296	\$ (2,103)	\$ 1,296	\$ -	Spectrum @ \$108.00 per month
75	Access Control Maintenance & Repair	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	gates, access system, etc.)
76	Dog Waste Station Supplies	\$ 45	\$ 60	\$ 2,500	\$ 2,440	\$ 2,500	\$ -	
77	Special Events/Lifestyle	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
78	Contingency		\$ -					
79	Miscellaneous Contingency	\$ 7,042	\$ 9,389	\$ 10,500	\$ 1,111	\$ 188,500	\$ 178,000	Utilized for unforeseen expense
80								
81	Field Operations Subtotal	\$ 402,471	\$ 531,669	\$ 609,612	\$ 67,943	\$ 840,569	\$ 230,957	
82								
83	Contingency for County TRIM Notice							
84								
85	TOTAL EXPENDITURES	\$ 517,301	\$ 677,224	\$ 713,460	\$ 26,236	\$ 957,418	\$ 243,958	
86								
87	EXCESS OF REVENUES OVER EXPENDITURES	\$ 201,065	\$ 41,142	\$ (545)	\$ 31,687	\$ -	\$ 545	

Town of Kindred II Community Development District

Debt Service

Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2020	Series 2021	Budget for 2023/2024
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$139,120.00	\$320,352.00	\$459,472.00
TOTAL REVENUES	\$139,120.00	\$320,352.00	\$459,472.00
EXPENDITURES			
Administrative			
Debt Service Obligation	\$139,120.00	\$320,352.00	\$459,472.00
Administrative Subtotal	\$139,120.00	\$320,352.00	\$459,472.00
TOTAL EXPENDITURES	\$139,120.00	\$320,352.00	\$459,472.00
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Osceola County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments: \$488,800.00

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discounts (4%) are a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

(1) Maximum Annual Debt Service less any Prepaid Assessments Received

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$957,418.34
Collection Costs @	2%	\$20,370.60
Early Payment Discount @	4%	\$40,741.21
2023/2024 Total		\$1,018,530.15
2022/2023 O&M Budget		\$712,914.19
2023/2024 O&M Budget		\$957,418.34
Total Difference		\$244,504.15

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
PLATTED				
Series 2020 Debt Service - Townhome (Phases 2A-1 & 2C-1)	\$400.00	\$400.00	\$0.00	0.00%
Operations/Maintenance - Townhome (Phases 2A-1 & 2C-1)	\$508.32	\$297.12	-\$211.21	-71.09%
Total	\$908.32	\$697.12	-\$211.21	-23.25%
Series 2020 Debt Service - Single Family (Phases 2A-1 & 2C-1)	\$800.00	\$800.00	\$0.00	0.00%
Operations/Maintenance - Single Family (Phases 2A-1 & 2C-1)	\$1,270.81	\$742.79	-\$528.02	-71.09%
Total	\$2,070.81	\$1,542.79	-\$528.02	-25.50%
Series 2021 Debt Service - Townhome (Phases 2C-2 and 2D)	\$400.00	\$400.00	\$0.00	0.00%
Operations/Maintenance - Townhome (Phases 2C-2 and 2D)	\$508.32	\$297.12	-\$211.21	-71.09%
Total	\$908.32	\$697.12	-\$211.21	-23.25%
Series 2021 Debt Service - Single Family (Phases 2A-2,2C-2, 2D)	\$800.00	\$800.00	\$0.00	0.00%
Operations/Maintenance - Single Family (Phases 2A-2, 2C-2, 2D)	\$1,270.81	\$742.79	-\$528.02	-71.09%
Total	\$2,070.81	\$1,542.79	-\$528.02	-25.50%
Operations/Maintenance - Townhome (Phase 3A) ⁽¹⁾	\$0.00	\$297.12	\$297.12	100.00%
Total	\$0.00	\$297.12	\$297.12	100.00%
Operations/Maintenance - Single Family (Phase 3A) ⁽¹⁾	\$0.00	\$742.79	\$742.79	100.00%
Total	\$0.00	\$742.79	\$742.79	100.00%
UNPLATTED				
Operations/Maintenance - Townhome (Phase 3C, 3D, 5) ⁽¹⁾	\$0.00	\$31.30	\$31.30	100.00%
Total	\$0.00	\$31.30	\$31.30	100.00%
Operations/Maintenance - Single Family (Phase 3B, 3C, 3D, 5) ⁽¹⁾	\$0.00	\$78.24	\$78.24	100.00%
Total	\$0.00	\$78.24	\$78.24	100.00%

⁽¹⁾ The District's boundaries were expanded via county ordinance 2023-05, effective January 11, 2023, to includes phases 3A, 3B, 3C, 3D, and 5. Therefore, Operations and Maintenance assessments will be levied on this area beginning Fiscal Year 2023-2024.

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN BUDGET		\$116,849.50	TOTAL FIELD BUDGET		\$840,568.84
COLLECTION COSTS @	2%	\$2,486.16	COLLECTION COSTS @	2%	\$17,884.44
EARLY PAYMENT DISCOUNT @	4%	\$4,972.32	EARLY PAYMENT DISCOUNT @	4%	\$35,768.89
TOTAL ADMIN ASSESSMENT		<u>\$124,307.98</u>	TOTAL FIELD ASSESSMENT		<u>\$894,222.17</u>

LOT SIZE	PHASE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT			ALLOCATION OF O&M ASSESSMENT			PER UNIT ASSESSMENTS						
		O&M	SERIES 2020 DEBT SERVICE ⁽¹⁾	SERIES 2021 DEBT SERVICE ⁽²⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL ADMIN BUDGET	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL FIELD BUDGET	O&M	Series 2020 Debt Service ⁽³⁾	Series 2021 Debt Service ⁽⁴⁾	Total ⁽⁵⁾
PLATTED																
Townhome	2A-1, 2C-1	80	80	0	0.40	32	2.01%	\$2,503.69	0.40	32	2.38%	\$21,265.69	\$297.12	\$400.00	\$0.00	\$697.12
Single Family	2A-1	145	145	0	1.00	145	9.13%	\$11,344.82	1.00	145	10.78%	\$96,360.15	\$742.79	\$800.00	\$0.00	\$1,542.79
Townhome	2C-2, 2D	62	0	62	0.40	25	1.56%	\$1,940.36	0.40	25	1.84%	\$16,480.91	\$297.12	\$0.00	\$400.00	\$297.12
Single Family	2A-2, 2C-2, 2D	395	0	395	1.00	395	24.86%	\$30,904.87	1.00	395	29.35%	\$262,498.33	\$742.79	\$0.00	\$800.00	\$742.79
Townhome	3A, 3B, 3C, 3D	122	0	0	0.40	49	3.07%	\$3,818.12	0.40	49	3.63%	\$32,430.17	\$297.12	\$0.00	\$0.00	\$297.12
Single Family	3A, 3B, 3C, 3D	700	0	0	1.00	700	44.06%	\$54,768.12	1.00	700	52.02%	\$465,186.92	\$742.79	\$0.00	\$0.00	\$742.79
UNPLATTED																
Townhome	5	168	0	0	0.40	67	4.23%	\$5,257.74	0.00	0	0.00%	\$0.00	\$31.30	\$0.00	\$0.00	\$31.30
Single Family	5	176	0	0	1.00	176	11.08%	\$13,770.27	0.00	0	0.00%	\$0.00	\$78.24	\$0.00	\$0.00	\$78.24
TOTAL		1848	225	457		1589	100.00%	\$124,307.98		1346	100.00%	\$894,222.17				

LESS: Osceola County Collection Costs (2%) and Early Payment Discounts (4%):

(\$7,458.48)

(\$53,653.33)

Net Revenue to be Collected:

\$116,849.50

\$840,568.84

⁽¹⁾ Reflects the total number of lots with Series 2020 debt outstanding.

⁽²⁾ Reflects the total number of lots with Series 2021 debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2020 bond issuance. Annual assessment includes principal, interest, and county collection costs.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2021 bond issuance. Annual assessment includes principal, interest, and county collection costs.

⁽⁵⁾ Annual assessment that will appear on November 2023 Osceola County property tax bill for platted lots only. Amount shown includes all applicable collection costs (2%) and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County’s Tax Roll, to be collected with the County’s Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 12

RESOLUTION 2023-17

THE ANNUAL APPROPRIATION RESOLUTION OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Town of Kindred Community Development District II (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Town of Kindred Community Development District II for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
SERIES 2020 DEBT SERVICE FUND	\$_____
SERIES 2021 DEBT SERVICE FUND	\$_____
RESERVE FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF AUGUST 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

TAB 13

RESOLUTION 2023-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District II ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A;"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits “A” and “B.” Assessments directly collected by the District are due in full on November 30, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as Exhibit “B,” is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 10th day of August 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

TAB 14

**FIRST ADDENDUM TO THE CONTRACT FOR
PROFESSIONAL DISTRICT SERVICES**

This First Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Town of Kindred Community Development District II**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated February 14, 2020 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

 Vice Chairman/Assistant Secretary
 Board of Supervisors

 Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	MONTHLY	ANNUALLY
Management:	\$1,742.00	\$20,904
Administrative:	\$390.00	\$4,680
Accounting:	\$1,560.00	\$18,720
Financial & Revenue Collections:	\$312.00	\$3,744
Assessment Roll ⁽¹⁾		\$5,200
Total Standard On-Going Services:	\$4,004.00	\$53,248

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175.00
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175.00
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

TAB 15

**Town of Kindred Community Development
District II**

ANNUAL FINANCIAL REPORT

September 30, 2022

Town of Kindred Community Development District II

ANNUAL FINANCIAL REPORT

September 30, 2022

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Town of Kindred Community Development District II
Osceola County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Town of Kindred Community Development District II (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Town of Kindred Community Development District II as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors
Town of Kindred Community Development District II

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

To the Board of Supervisors
Town of Kindred Community Development District II

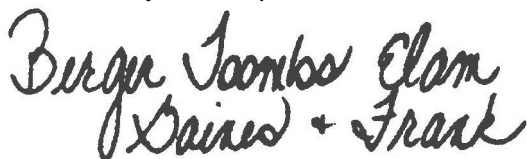
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated May 25, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town of Kindred Community Development District II's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 25, 2023

**Town of Kindred Community Development District II
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

Management's discussion and analysis of Town of Kindred Community Development District II's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Town of Kindred Community Development District II
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total assets were exceeded by total liabilities by \$(4,019,625) (net position). Net investment in capital assets for the District was \$(702,767). Unrestricted net position was \$(3,316,858).
- ◆ Revenues from governmental activities totaled \$761,845 and expenses and conveyances from governmental activities totaled \$992,259.

**Town of Kindred Community Development District II
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2022	2021
Current assets	\$ 295,116	\$ 16,752
Restricted assets	362,321	534,567
Capital assets	3,841,654	4,137,045
Total Assets	4,499,091	4,688,364
Current liabilities	385,057	164,595
Non-current liabilities	8,133,659	8,312,980
Total Liabilities	8,518,716	8,477,575
Net Position		
Net investment in capital assets	(702,767)	(400,279)
Restricted	-	6,933
Unrestricted	(3,316,858)	(3,395,865)
Total Net Position	\$ (4,019,625)	\$ (3,789,211)

The increase in current assets is related to revenues exceeding expenditures in the General Fund in the current year.

The decrease in restricted assets is related to certain interest payments in the current year.

The increase in current liabilities is related to the increase in the current portion of long-term debt and the increase in accrued interest in the current year.

The decrease in non-current liabilities is related to the principal payments on long term debt in the current year.

**Town of Kindred Community Development District II
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	2022	2021
Program Revenues		
Charges for services	\$ 754,594	\$ 330,772
Grants and contributions	6,025	979,143
Investment income	1,226	9
Total Revenues	<u>761,845</u>	<u>1,309,924</u>
Expenses		
General government	117,101	103,044
Physical environment	581,292	433,429
Culture/recreation	15,843	-
Interest and other charges	<u>278,023</u>	<u>352,108</u>
Total Expenses	<u>992,259</u>	<u>888,581</u>
Conveyance of capital assets	<u>-</u>	<u>(6,223,309)</u>
Change in Net Position	(230,414)	(5,801,966)
Net Position - Beginning of Year	<u>(3,789,211)</u>	<u>2,012,755</u>
Net Position - End of Year	<u>\$ (4,019,625)</u>	<u>\$ (3,789,211)</u>

The increase in charges for services is related to the increase in special assessments in the current year.

The decrease in grants and contributions is related to the increase in special assessments and the decrease in capital projects in the current year.

The increase in physical environment is related the increase in landscape maintenance and streetlight expenses in the current year.

The decrease in conveyance is related to the completion of a capital project and the related conveyance to another entity in the prior year.

The decrease in interest and other charges is related to the issuance of long-term debt in the prior year.

**Town of Kindred Community Development District II
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2022 and 2021:

	Governmental Activities	
	2022	2021
Infrastructure	\$ 4,544,421	\$ 4,537,324
Less: accumulated depreciation	(702,767)	(400,279)
Governmental Activities Capital Assets	\$ 3,841,654	\$ 4,137,045

During the year, depreciation was \$302,488, additions were \$7,097.

General Fund Budgetary Highlights

The budgeted expenditures exceeded actual expenditures in the current year because contract fees and janitorial expenditures were less than anticipated.

There were no budget amendments in the current year.

Debt Management

Governmental Activities debt includes the following:

In August 2020, the District issued \$2,500,000 Series 2020 Special Assessment Revenue Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2020 Project. As of September 30, 2022, the balance outstanding was \$2,400,000.

In September 2021, the District issued \$5,780,000 Series 2021 Special Assessment Revenue Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2021 Project. As of September 30, 2022, the balance outstanding was \$5,780,000.

**Town of Kindred Community Development District II
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Town of Kindred Community Development District II does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2023.

Request for Information

The financial report is designed to provide a general overview of Town of Kindred Community Development District II's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Town of Kindred Community Development District II's Accounting Department, c/o Rizzetta & Company, Inc., at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

Town of Kindred Community Development District II
STATEMENT OF NET POSITION
September 30, 2022

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 270,176
Due from others	7,861
Prepaid expenses	3,642
Deposits	13,437
Total Current Assets	295,116
Non-Current Assets	
Restricted Assets	
Investments	362,321
Capital Assets, Being Depreciated	
Infrastructure	4,544,421
Less: accumulated depreciation	(702,767)
Total Non-Current Assets	4,203,975
Total Assets	4,499,091
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	92,733
Bonds payable	175,000
Accrued interest	117,324
Total Current Liabilities	385,057
Non-Current Liabilities	
Bonds payable, net	8,133,659
Total Liabilities	8,518,716
NET POSITION	
Net investment in capital assets	(702,767)
Unrestricted	(3,316,858)
Total Net Position	\$ (4,019,625)

See accompanying notes to financial statements.

Town of Kindred Community Development District II
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Capital Grants and Contributions	Governmental Activities
Governmental Activities				
General government	\$ (117,101)	\$ 174,659	\$ -	57,558
Physical environment	(581,292)	415,842	6,025	(159,425)
Culture/recreation	(15,843)	23,630	-	7,787
Interest and other charges	(278,023)	140,463	-	(137,560)
Total Governmental Activities	\$ (992,259)	\$ 754,594	\$ 6,025	(231,640)
				General Revenues
				Investment income
				1,226
				Changes in Net Position
				(230,414)
				Net Position - Beginning of Year
				(3,789,211)
				Net Position - End of Year
				\$ (4,019,625)

See accompanying notes to financial statements.

Town of Kindred Community Development District II
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2022

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 270,176	\$ -	\$ -	\$ 270,176
Due from others	7,861	-	-	7,861
Prepaid expenses	3,642	-	-	3,642
Deposits	13,437	-	-	13,437
Restricted assets				
Investments, at fair value	-	359,716	2,605	362,321
Total Assets	\$ 295,116	\$ 359,716	\$ 2,605	\$ 657,437
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 92,733	\$ -	\$ -	\$ 92,733
FUND BALANCES				
Nonspendable - prepaid expenses/deposits	17,079	-	-	17,079
Restricted:				
Debt service	-	359,716	-	359,716
Capital projects	-	-	2,605	2,605
Unassigned	185,304	-	-	185,304
Total Fund Balances	202,383	359,716	2,605	564,704
Total Liabilities and Fund Balances	\$ 295,116	\$ 359,716	\$ 2,605	\$ 657,437

See accompanying notes to financial statements.

**Town of Kindred Community Development District II
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2022**

Total Governmental Fund Balances	\$	564,704
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, infrastructure, \$4,544,421, net of accumulated depreciation, \$(702,767), used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.		3,841,654
Long-term liabilities, bonds payable, \$(8,180,000), net of bond discount, \$14,416, and bond premium, \$(143,075), are not due and payable in the current period, and therefore, are not reported at the fund level.		(8,308,659)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.		<u>(117,324)</u>
Net Position of Governmental Activities		<u><u>\$ (4,019,625)</u></u>

See accompanying notes to financial statements.

Town of Kindred Community Development District II
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 614,131	\$ 140,463	\$ -	\$ 754,594
Developer contributions	-	-	6,025	6,025
Investment income	-	1,219	7	1,226
Total Revenues	<u>614,131</u>	<u>141,682</u>	<u>6,032</u>	<u>761,845</u>
Expenditures				
Current				
General government	117,101	-	-	117,101
Physical environment	278,804	-	-	278,804
Culture/recreation	15,843	-	-	15,843
Capital outlay	-	-	7,097	7,097
Debt service				
Principal	-	50,000	-	50,000
Interest	-	204,352	-	204,352
Total Expenditures	<u>411,748</u>	<u>254,352</u>	<u>7,097</u>	<u>673,197</u>
Excess of revenues over/(under) expenditures	<u>202,383</u>	<u>(112,670)</u>	<u>(1,065)</u>	<u>88,648</u>
Other Financing Sources/(Uses)				
Transfers in	-	-	542	542
Transfers out	-	(542)	-	(542)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>(542)</u>	<u>542</u>	<u>-</u>
Net Change in Fund Balances	202,383	(113,212)	(523)	88,648
Fund Balances - Beginning of Year	<u>-</u>	<u>472,928</u>	<u>3,128</u>	<u>476,056</u>
Fund Balances - End of Year	<u>\$ 202,383</u>	<u>\$ 359,716</u>	<u>\$ 2,605</u>	<u>\$ 564,704</u>

See accompanying notes to financial statements.

Town of Kindred Community Development District II
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Net Change in Fund Balances - Total Governmental Funds	\$	88,648
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$7,097, was exceeded by depreciation, \$(302,488), in the current period.		(295,391)
Repayment of bond principal is an expenditure at the fund level, but the repayment reduces long-term liabilities at the government-wide level.		50,000
At the government-wide level, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period.		(77,992)
Bond discount is amortized at the government-wide level as interest over the life of the associated bonds payable. This is the current year amount amortized.		(515)
At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the amount of the change in earned revenue that was not available.		<u>4,836</u>
Change in Net Position of Governmental Activities	\$	<u><u>(230,414)</u></u>

See accompanying notes to financial statements.

Town of Kindred Community Development District II
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Special assessments	\$ 612,120	\$ 612,120	\$ 614,131	\$ 2,011
Expenditures				
Current				
General government	101,988	101,988	117,101	(15,113)
Physical environment	358,730	358,730	278,804	79,926
Culture/recreation	151,402	151,402	15,843	135,559
Total Expenditures	<u>612,120</u>	<u>612,120</u>	<u>411,748</u>	<u>200,372</u>
Net Change in Fund Balances	-	-	202,383	202,383
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 202,383</u>	<u>\$ 202,383</u>

See accompanying notes to financial statements.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on January 13, 2020 pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Osceola County Ordinance No 2020 - 16 as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Town of Kindred Community Development District II. The District is governed by a five-member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Town of Kindred Community Development District II (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – Accounts for debt service requirements to retire the special assessment revenue bonds which were used to finance the construction of District infrastructure improvements.

Capital Projects Fund – The Capital Projects Funds account for construction of infrastructure improvements within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as infrastructure and improvements, and non-current governmental liabilities, such as general obligation bonds and developer obligations be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Restricted Net Position

Certain net position of the District is classified as restricted on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which includes infrastructure, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	15 years
----------------	----------

d. Unamortized Bond Discounts/Premiums

Bond discounts and bond premiums associated with the issuance of revenue bonds are amortized according to the straight-line method of accounting. For financial reporting, unamortized bond discounts and premiums are netted with the applicable long-term debt.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

e. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance was \$279,473 and the carrying value was \$270,176. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2022, the District had the following investments and maturities:

Investment	Maturities	Fair Value
First American Treasury Obligations	13 Days*	\$ 362,321

*Maturity is a weighted average maturity.

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most realizable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments in treasury funds, money markets and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2022, the District's investments in First American Treasury Obligations was rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Treasury Obligations represent 100% of District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE C – CAPITAL ASSETS

Capital asset activity for the period ended September 30, 2022 was as follows:

	Balance October 1, 2021	Additions	Disposals	Balance September 30, 2022
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Governmental Activities:</u>				
Capital assets, being depreciated:				
Infrastructure	\$ 4,537,324	\$ 7,097	\$ -	\$ 4,544,421
Less: accumulated depreciation	<u>(400,279)</u>	<u>(302,488)</u>	<u>-</u>	<u>(702,767)</u>
Total Capital Assets, being depreciated	<u>\$ 4,137,045</u>	<u>\$ (295,391)</u>	<u>\$ -</u>	<u>\$ 3,841,654</u>

Depreciation of \$302,488 was charged to physical environment.

NOTE D – LONG-TERM DEBT

The following is a summary of debt activity for the District for the period ended September 30, 2022:

Bonds payable at October 1, 2021	\$ 8,230,000
Principal payments	<u>50,000</u>
Bonds payable at September 30, 2022	8,180,000
Bond discount, net	(14,416)
Bond premium, net	<u>143,075</u>
Bonds Payable, Net at September 30, 2022	<u>\$ 8,308,659</u>

District debt is comprised of the following at September 30, 2022:

Special Assessment Revenue Bonds

\$2,500,000 Series 2020 Special Assessment Revenue Bonds maturing through 2050, at various interest rates between 2.625% and 3.75%, payable May 1 and November 1. Current portion is \$55,000. \$ 2,400,000

\$5,780,000 Series 2021 Special Assessment Revenue Bonds maturing through 2052, at various interest rates between 2.2% and 4.00%, payable May 1 and November 1 beginning November 2021. Current portion is \$120,000. \$ 5,780,000

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE D – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 175,000	\$ 281,579	\$ 456,579
2024	180,000	277,496	457,496
2025	180,000	273,302	453,302
2026	190,000	269,108	459,108
2027	195,000	264,448	459,448
2028-2032	1,045,000	1,237,990	2,282,990
2033-2037	1,215,000	1,066,775	2,281,775
2038-2042	1,440,000	854,851	2,294,851
2043-2047	1,730,000	570,064	2,300,064
2048-2052	1,830,000	207,026	2,037,026
Totals	<u>\$ 8,180,000</u>	<u>\$ 5,302,639</u>	<u>\$ 13,482,639</u>

Summary of Significant Bonds Resolution Terms and Covenants

Special Assessment Revenue Bonds, Series 2020 & 2021

Significant Bond Provisions

The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2030 a price equal to the par amount of the Series 2020 Bonds thereof, together with accrued interest to the date of redemption. The Series 2020 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2031 at the redemption price of 100% of the principal amount to be redeemed plus accrued interest to the date of redemption. The Series 2021 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Town of Kindred Community Development District II
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE D – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds

The Series 2020 Reserve Account was funded from the proceeds of the Series 2020 Bonds in an amount equal to 35 percent of the maximum annual debt service for the Series 2020 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The Series 2021 Reserve Account was funded from the proceeds of the Series 2021 Bonds in an amount equal to 50 percent of the maximum annual debt service for the Series 2021 Bonds.

Monies held in the reserve accounts will be used only for the purposes established in the Trust Indentures.

The following is a schedule of required reserve balances as of September 30, 2022:

	Reserve Balance	Reserve Requirement
Special Assessment Revenue Bonds, Series 2020	\$ 48,519	\$ 48,519
Special Assessment Revenue Bonds, Series 2021	\$ 160,100	\$ 160,100

NOTE E – ECONOMIC DEPENDENCY

A significant portion of the District's activity is dependent upon continued involvement of the Developer, the loss which could have a material adverse effect on the District's operations. All voting members of the Board of Supervisors are employed by the Developer or a related entity.

NOTE F – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that exceeded commercial coverage since inception.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Town of Kindred Community Development District II
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Town of Kindred Community Development District II, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated May 25, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Town of Kindred Community Development District II's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Kindred Community Development District II's internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Kindred Community Development District II's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

To the Board of Supervisors
Town of Kindred Community Development District II

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Kindred Community Development District II's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 25, 2023



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Town of Kindred Community Development District II
Osceola County, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Kindred Community Development District II as of and for the year ended September 30, 2022, and have issued our report thereon dated May 25, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 25, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Town of Kindred Community Development District II has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Town of Kindred Community Development District II did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

To the Board of Supervisors
Town of Kindred Community Development District II

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Town of Kindred Community Development District II. It is management's responsibility to monitor the Town of Kindred Community Development District II's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2022.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Town of Kindred Community Development District II reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 4
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0.
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$8,735.
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: There were no capital projects in the current year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: There were no amendments to the FY 2022 budget.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Town of Kindred Community Development District II reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$20 - \$1,091.14 and the Debt Service Fund \$436.46.
- 8) The amount of special assessments collected by or on behalf of the District: Total on-roll special assessments collected was \$306,322 and off-roll assessments collected were \$754,594.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: \$2,400,000, issued in 2020, matures May, 2050 and \$5,780,000 issued in 2021, matures in 2052.

To the Board of Supervisors
Town of Kindred Community Development District II

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 25, 2023



**Berger, Toombs, Elam,
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Town of Kindred Community Development District II
Osceola County, Florida

We have examined Town of Kindred Community Development District II's compliance with Section 218.415, Florida Statutes during the period ended September 30, 2022. Management is responsible for Town of Kindred Community Development District II's compliance with those requirements. Our responsibility is to express an opinion on Town of Kindred Community Development District II's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Town of Kindred Community Development District II's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Town of Kindred Community Development District II's compliance with the specified requirements.

In our opinion, Town of Kindred Community Development District II complied, in all material respects, with the aforementioned requirements during the period ended September 30, 2022.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 25, 2023

Tab 16

RESOLUTION 2023-19

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

WHEREAS, the Town of Kindred Community Development District II (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2023-06; and

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

Section 1. Scott Brizendine is appointed Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF AUGUST, 2023.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 17

RESOLUTION 2023-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

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

Section 1. Brian Mendes is appointed as an Assistant Secretary and Richard Hernandez is removed as an Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10TH DAY OF AUGUST, 2023.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 18

RESOLUTION 2023-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Osceola County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF AUGUST 2023.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT
DISTRICT II**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT "A"

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2023/2024**

October, 12, 2023
December, 14, 2023
February, 08, 2024
April, 11, 2024
June, 13, 2024
August 08, 2024

All meetings will convene at 10:30 a.m., at the Osceola County Courthouse, located at 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741.

Tab 19

REMEMBRANCE PARK - Town of Kindred CDD District 2

3 MONTH MAINTENANCE

July - September 2023

Per Month 3 Month Total

		Per Month	3 Month Total
A	Bahia Turf Maintenance - 11 Visits	\$ 3,733.00	\$ 11,199.00
B	Planting Bed Detail - 3 Visits	\$ 2,274.00	\$ 6,822.00
C	Palm Trimming	N/A \$ -	\$ -
D	Pine Straw	N/A \$ -	\$ -
E	Irrigation Maintenance - 6 Visits	\$ 1,336.00	\$ 4,008.00
F	Transplated Palmetto - 3 Visits Hand Weeding (#172)	\$ 1,260.00	\$ 3,780.00
G	Tree retaining wells & Staking Systems Repairs & Maintenance - 3 Visits	\$ 1,125.00	\$ 3,375.00
H	Site Monitoring: Two visits per week by Project Manager - 26 Visits	\$ 1,950.00	\$ 5,850.00
I	Hort Program: Agronomic Services		
	1 Transplanted Oak (66) - 2 Applications Quarterly Fertilization	\$ 440.00	\$ 1,320.00
	2 Relocated Palmetto (172) - 2 Applications Quarterly Fertilization	\$ 1,147.00	\$ 3,441.00
	3 Nursery Grown Tree Fertilization	N/A \$ -	\$ -
	4 Transplanted Oak - 3 Applications (Monthly) Fungicide	\$ 792.00	\$ 2,376.00
	5 Relocated Palmetto - 3 Applications (3 week) Root Enhancer & Fungicide	\$ 2,031.25	\$ 6,093.75

6 Nursery Grown Trees - 1 Application Fungicide		\$ 1,977.00	\$ 5,931.00
7 Sabal Palm - 1 Application Quarterly		\$ 367.00	\$ 1,101.00
8 Bahia Hort Program	N/A	\$ -	\$ -
9 Planting Bed Hort Program	N/A	\$ -	\$ -

\$ 18,432.25 \$ 55,296.75

In order to maintain a high-level of service for your property, we plan carefully and intentionally to anticipate the needs of your property. Our team of experienced professionals have a keen attention to detail. Please ask if you have any questions about our visits or frequencies.

SERVICES	VISITS
<i>Maintenance Services</i>	
Mowing Services—Bahia	42
<i>Detail Services</i>	
Pruning	13
Weeding— Manual and Chemical Visits	As Needed
<i>Fertilization & Pest Control</i>	
<i>Services</i> Bahia Fertilization	
	3
Tree & Shrub Fertilization	6
Oak Tree Fertilization	4
Oak Tree Fungicide	12
Harrell's 60 day slow-release	4
Tree Well Inspection	12
Oak Tree Guying Adjustment	5
Oak Tree Cabling	12
<i>Irrigation</i>	
Inspections with Reports	14
 <i>Palm Pruning</i>	
Palms	1
Palmetto Hand Weeding	As needed
Palmetto Fertilization:	
Fertilization	1
Site Monitoring	104
Pine Straw- 1600 bales	1

Exhibit B: Your Investment

2024 Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup, Palmetto Weeding	\$982	\$11,778
Site monitoring: 2x week Site Visit through Dec 2023, 1x week 2024 (includes tree cables and guying adjustments)	\$390	\$4,680
Tree Well Inspections and Repair (1x per month)	\$270	\$3,240
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$1,087	\$13,042
Fertilization & Chemical Treatments		
Turf Fertilization	\$301	\$3,612
Shrub/Tree Fertilization	\$317	\$3,804
Oak Tree Fertilization		
Harrell's 60 day slow-release	\$491	\$5,892
Broad Spectrum Fungicide (12)	\$1,320	\$15,840
Palmetto Fertilization:		
Fertilization	\$215	\$2,580
Fungicide Root Enhancer (4)	\$1,008	\$12,096

Palm Pruning - 220 Palms	\$733	\$8,796
Palm Bud Drenching - 4x per year	\$272	\$ 3,264
Pine Straw- 1600 bales	\$1,067	\$12,804
Palmetto Rejuvenation and Trimming (Includes hand pulling weeds on 172 transplants 17 week rotation)	\$375	\$4,500

Total for Landscape Maintenance	\$8,827.33	\$105,928
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Your Investment Breakdown

Agronomics Breakdown

Bahia	Formula	Price
80,000 SqFt.		Per Application
March	18-0-8	\$ 1400
June	Liquid Iron/ Insecticide	\$ 812
October	18-0-8 Pre-M	\$ 1400

Shrub/ Tree	Formula	Price
		Per Application
Feb	8-2-10 Granular/ IPM	\$ 962
March/April	IPM / Fert as Needed	\$ 385
May/June	IPM/ Fert as Needed	\$ 385
July/Aug	Minor nutrient blend / IPM	\$ 721
October	8/2/10 Granular/ IPM	\$ 962
December	IPM/ Fert as Needed	\$ 385

Your Investment

Landscape Management Proposal

Oak Tree	Formula	Price
66 Oak Trees		Per Application
Jan	Harrell's 60 day slow-release	\$ 1,473
April	Harrell's 60 day slow-release	\$ 1,473
July	Harrell's 60 day slow-release	\$ 1,473
October	Harrell's 60 day slow-release	\$ 1,473
Monthly	Broad Spectrum Fungicide	\$ 1,320

Palmetto	Formula	Price
		Per Application
Oct 2023	3-1-2	\$ 2,580
9-16 weeks	Fungicide Root Enhancer (4)	\$ 3,024

LANDSCAPE MANAGEMENT SERVICES AGREEMENT

This Landscape Management Services Agreement ("Agreement"), dated as of July 28, 2023 (the "Effective Date"), is by and between SunScape Landscape Management Services, Inc. dba SunScape Consulting, a Florida corporation, with offices located at 735 Primera Blvd., Suite 145, Lake Mary, FL 32746 ("SunScape") and Town of Kindred Community Development District 2, through Rizzetta & Company, 8529 South Park Circle, Orlando, FL 32819, located at 6200 Lee Vista Blvd., Suite 330, Orlando, FL 32819 ("Client").

WHEREAS, Client desires to retain SunScape to provide certain landscape management services ("Services") upon the terms and conditions hereinafter set forth, and SunScape desires to perform such Services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- I. **Scope of Services:** SunScape will, in a professional, commercially diligent manner, and in accordance with the generally accepted industry and professional standards, procedures and practices, provide to Client the qualified personnel, supervision and equipment necessary to execute the Services described in SunScape's Scope of Service (the "Scope of Service") listed on Schedule A attached to and made part of this Agreement.
- II. **Nature of Engagement and Obligations:**
 - a. **Status of Parties:** The Parties acknowledge and understand that SunScape is an independent contractor, and that the employees of SunScape are employees of SunScape only and the employees of Client are employees of Client only. SunScape and Client acknowledge their respective responsibility for all matters related to the payment of federal, state and local payroll taxes (and withholding and contribution requirements), wages, and insurance for their respective employees, if necessary and as required by law. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish between SunScape and Client a partnership or joint venture, a principal-agent relationship, or any other relationship not specifically stated in this Agreement.
 - b. **Obligations of SunScape:**
 - i. SunScape will render the Services at the client's assigned location(s), SunScape's office, and by telephone and electronic communication.
 - ii. SunScape will perform the Services in a professional manner, and in accordance with specific site conditions present at Town of Kindred CDD 2.
 - iii. SunScape will appoint a primary contact to Client. The primary contact will typically have authority to act on behalf of SunScape for matters arising from and related to this Agreement.
 - iv. Before the date on which SunScape begins performance, SunScape will obtain, and at all times during the term of this Agreement maintain, all necessary licenses and consents, and will comply in all material respects with all relevant laws applicable to the provision of the services.
 - v. SunScape will maintain, at its expense, general liability and business automobile insurance coverage at policy limits commensurate with SunScape's exposure and the Client's requirements but in no event with coverage limits less than \$1,000,000/2,000,000 general liability, \$1,000,000 automobile, and \$1,000,000 umbrella.
 - vi. SunScape shall notify Client on or before the 30th day after the date of a change to, suspension of or cancellation of any of the above-referenced policies in Sections II (a) or II (b) (v).
 - c. **Obligations of Client:**
 - i. The Client will cooperate with SunScape on all matters relating to this Agreement.
 - ii. The Client will pay to SunScape all fees as described in Section IV (a) of this Agreement.

- iii. The Client will provide to SunScape a primary contact (“Client Contact”) with whom SunScape may communicate regarding any matter relating to this Agreement.
- iv. The Client will provide to SunScape any necessary access to Client’s premises for the purposes of SunScape’s performance of the services detailed in this Agreement.
- v. The Client will respond promptly to SunScape regarding any request made by SunScape for direction, information, approval, authorization, or decision reasonably necessary for SunScape’s performance of the services detailed in this Agreement.
- vi. If SunScape’s performance of its obligations, as detailed in this Agreement, are delayed or prevented by an act or omission of the Client, the Client will not hold SunScape in breach of this Agreement or liable for any cost, charge, or loss sustained by Client, which cost, charge, or loss arises directly or indirectly from the delay or prevention.

III. Duration of Agreement:

- a. **Initial Service Period:** The initial landscape management service period (“Initial Service Period”) is twenty four (24) months beginning on October 1, 2023 and ending on September 30, 2025, unless, before the end of the Initial Service Period, either party terminates this Agreement, pursuant to Section V.
- b. **Renewal of Service Period:** This Agreement shall automatically renew for successive one year periods (each a “Renewal Period”) unless, on or before the 45th day before the last day of the Initial Service Period or any Renewal Period, the Client provides to SunScape a written notice of non-renewal.

IV. Payment for Services:

- a. **Fee for Services:** As compensation for the Services, Client will pay SunScape the fees set forth on Schedule B attached to and made part of this Agreement. Except as may be expressly set forth in Schedule B, the fees payable hereunder will include SunScape’s out-of-pocket and/or travel expenses incurred in SunScape’s performance of the landscape management services under this Agreement.
- b. **Invoice for Services:** SunScape will invoice Client monthly for the total amount required to be paid for the services rendered for the current month. Payment shall be due on or before the fifteenth day of that same month and no later than the thirtieth (30th) day of that same month. If payment is not received by SunScape on or before the thirtieth (30th) day after the date of invoice, the Client will pay to SunScape an additional 1.5% monthly interest/finance charge.

V. Termination of Agreement:

- a. At any time, either party may terminate the Agreement, in whole or in part, with or without cause, by giving to the other party at least thirty (30) days advance written notice of termination.
- b. Upon termination of this Agreement, the Client will pay SunScape for landscape management services performed prior to the effective date of the termination, in conformance with the terms of this Agreement.
- c. Upon termination of this Agreement, and within a reasonable time period, each party will return to the other party all documents and tangible materials containing, reflecting, incorporating or based on the other party’s confidential information and permanently erase all of the other party’s confidential information from its computer systems. Upon completion of compliance with this clause, each party will certify in writing it has complied with the requirements of this clause.

VI. Confidentiality of Party Information: The parties recognize and acknowledge that, by virtue of entering into this Agreement, each party, their employees and agents will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of Client (“Confidential Information”). Neither party shall, and shall ensure that its affiliates, employees and agents will not, at any time, either during the term of this

Agreement or subsequent to the expiration or termination of this Agreement, without the prior written consent of the other party, disclose to others, use, copy or permit to be copied or used, except as may be otherwise permitted hereunder, any such Confidential Information of the other Party including, without limitation, trade secrets, costs, prices, suppliers, customers, marketing plans, business plans, or information regarding the skills and compensation of employees. Notwithstanding the foregoing, Confidential Information shall not include information if (i) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) it has been rightfully received from a third party without confidential limitations; (iii) it has been independently developed by employees or agents having no access to the other party's Confidential Information; (iv) it was known to either party prior to its first receipt from the other party; or (v) such disclosure is required by law.

- VII. Limitations on Liability: Neither party will hold the other party liable for any consequential, incidental, or indirect damages arising out of either party's breach of contract, tort or otherwise, regardless of whether such damages were foreseeable. In no event will Client hold SunScape liable for more than SunScape's applicable insurance coverage limits, for SunScape's liability arising out of this Agreement, whether related to SunScape's breach of this Agreement, negligence or otherwise.
- VIII. Indemnifications of Parties:
- a. **Indemnification of SunScape:** Except to the extent caused or contributed to by SunScape, Client will indemnify, defend and hold SunScape harmless from any and all claims or costs, including, but not limited to, reasonable attorney fees, judgments, damages, penalties, fines, settlements, expenses, consultant fees, expert witness fees and investigative costs resulting from any third party charges or claims alleged to have arisen from the acts of Client or its employees, agents or representatives or from the operation of the Client's business.
 - b. **Indemnification of Client:** Except to the extent caused or contributed to by Client, SunScape will indemnify and hold Client harmless for any tax, fee, contribution, penalty, claim, liability, deficiency or damages arising as a result of SunScape's failure to fulfill its duties as set forth in Section II(a). SunScape will defend, indemnify and hold Client harmless against any loss arising as a result of a third party claim, suit, action or proceeding resulting from the willful, fraudulent or grossly negligent acts or omissions of SunScape or SunScape personnel or from SunScape's material breach of a representation, warranty or obligation set forth in this Agreement.
- IX. Submission of Notices: SunScape and the Client will submit in writing by overnight mail, hand delivery or certified mail, any notice, demand, request or other communication ("Notice"), which may be or is required to be given, served, or sent by either party to any other party, pursuant to this Agreement. SunScape and the Client agree that any Notice will be effective upon receipt.
- X. Non-Solicitation of Parties: SunScape and the Client agree that, during the term of this Agreement [and for a period of 1 year after the expiration or termination of this Agreement], the parties will not, directly or indirectly, initiate contact with employees of the other party for the purpose of soliciting the employment of, or contracting for, the services of any active employee of the other party, or of their affiliated corporations. In the event one party desires to offer employment to any active employee of the other party, it must first obtain the other party's written consent.
- XI. Assignment of Agreement:
- a. **Assignment by SunScape:** Unless specifically prohibited in writing by Client, SunScape may assign or subcontract any performance of Services, or any of SunScape's rights, duties, or interests in this Agreement, without the prior written consent of the Client. SunScape may also transfer or assign this Agreement by merger, consolidation, liquidation or any change in ownership of SunScape.
 - b. **Assignment by Client:** The Client will not assign, subcontract or otherwise dispose of this Agreement, or any right, duty or interest in this Agreement, without the prior written

consent of SunScape, unless this Agreement is transferred by merger, consolidation, liquidation or any change in ownership of Client.

- XII. **Force Majeure:** Neither SunScape nor the Client will be liable or responsible for any failure or delay in performing any term of this Agreement, except for payment performances, when such failure or delay is caused by acts beyond the affected party's reasonable control, including, but not limited to: (i) acts of God; (ii) flood, fire or explosion; (iii) war, invasion, riot or other civil unrest; (iv) strikes, labor stoppages or slowdowns or other industrial disturbances; (v) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority; and (vi) any other event which is beyond the reasonable control of the affected party.
- XIII. **Headings of Agreement:** The headings of this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.
- XIV. **Amendment or Modification:**
- XV. **a. Amendment of Agreement:** The parties may amend this Agreement only by written agreement that both parties sign and attach to this Agreement
b. Modification of Services: SunScape shall be available upon request to provide additional management services for an additional project management fee of 8.5% of the total additional project costs.
- XVI. **Entirety of Agreement:** This Agreement and any attachments set forth the entire agreement of the parties with respect to the landscape maintenance services. No other agreement or understanding is binding on the parties.
- XVII. **Severability of Agreement:** If any court or competent authority finds that a provision of this Agreement, in full or in part, is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement will not be affected.
- XVIII. **Choice of Law:** This Agreement is governed by the laws of the State of Florida. If either party brings an action arising from or related to this Agreement, that party will bring the action in the appropriate court in Seminole County in the State of Florida. If either party brings an action to enforce this Agreement or any of its terms, the prevailing party will be entitled to recover its attorney's fees and costs incurred in such action, including any fees incurred upon appeal.

SunScape Landscape Management Services, Inc.
dba SunScape Consulting

Town of Kindred Community
Development District 2

By: Mark Yahn
As: President
Dated: _____

By: John Valantasis
As: Chairman
Dated: _____

SCHEDULE "A"

SunScape Scope of Service – Monthly Inspections – Town of Kindred CDD 2

SunScape will perform for Client's benefit the following Services, in association with the Landscape Management Services Agreement, dated July 28, 2023:

1. Development of a landscape maintenance program, including the development of scope of work and all related contract documents.
2. Management of bid solicitation for the landscape maintenance contract; not to exceed one occurrence every two years.
3. Provide input for the landscape program budget based on the specific needs of the Client.
4. Assist in the selection of annuals and/or perennials for flower beds and containers, as applicable on each property.
5. Oversight of arbor care needs, including the identification of maintenance, control and care of hardwood trees on the property under \$5,000 in value.
6. Oversight of major storm related cleanup of the landscape including hardwood trees under \$5,000 in value.
7. Management and identification of issues and ongoing care needs for conservation boundaries and storm damage repairs.
8. Layout, pricing and supervision of incidental landscape enhancements under \$5,000.00 in value.
9. Management of irrigation system operation and associated requests for adjustment, service repairs under \$5,000.00 in value.
10. Assist in the investigation and resolution of Client's requests, inquiries and complaints regarding the landscape maintenance program, contractors or other issues related to the property.
11. Oversight of contractor's lawn and ornamental program to ensure proper nutritional levels and the timely control of plant and turf damaging insects and disease.
12. Perform monthly landscape inspections reviewing contractor compliance with the landscape agreement specifications followed by a formal report.
13. Monitoring hardscape elements throughout the property, reporting to Client any discovered problems, and managing any associated Client requests to repair and replace problematic hardscape elements under \$5,000.00 in value.
14. Management of arbor care work, major storm related cleanup, landscape enhancements, large irrigation system repairs or hardscape projects over \$5,000.00 in value can be managed under a separate agreement for a project management fee of 8.5% of total project amount.

Initials

Initials

SCHEDULE "A"

Additional Service Items Specific to Remembrance Park

15. Assist Contractor with monitoring the Park for proper hydration and general plant and tree health.
16. Monitor all relocated Live Oak trees and Palmetto for any specific needs that may occur during the acclimation period.
17. Inspect irrigation bubbler heads with Contractor on a regular basis to ensure proper operation.
18. Review ornamental planting beds during each inspection for plant health and control of weed growth.
19. Thorough site reviews after significant storm events to check for loose guy wires/straps and trees out of a plum condition or blown over.
20. Monitor specific nutritional and disease control applications for relocated Live Oaks and Palmetto.
21. Assist Contractor in the monitoring of water retaining wells around the base of all trees to make sure they remain intact as to provide proper watering for the trees.

SCHEDULE "B"

SunScape Compensation – Town of Kindred CDD 2

Client will pay SunScape the fees set forth below as compensation to execute the services described in SunScape's Scope of Services listed on Schedule A.

CDD 2 Monthly Amount:	\$1,250.00
Remembrance Park Monthly Amount:	<u>\$1,250.00</u>
Total Monthly Amount:	\$2,500.00
Total Annual Amount:	\$30,000.00

Initials Initials

Tab 20



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** To be discussed
- **FY 2023-2024 Audit Completion Deadline:** June 2023
- **Next Election (Seats 1,2, and 5):** November 2024

**District
Manager's
Report**

August 3

2023

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<u>FINANCIAL SUMMARY</u>		<u>6/30/2023</u>
General Fund Cash & Investment Balance		\$387,262
Debt Service Fund Investment Balance		\$280,326
Capital Projects Fund Investment Balance		\$4,354
Total Cash and Investment Balances		\$671,942
General Fund Expense Variance:	\$23,775	Under Budget



Rizzetta & Company

Landscaping Proposals for new Phases: District staff has held discussions with United as well Sunscape regarding the costs for maintaining the new phases. We have received a proposal for phase 3 A. Once landscaping plans are available for the additional phases, they will be able to provide estimates for the other phases.

Tab 21



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Mr. Richard Hernandez
District Manager
Town of Kindred Community Development District II
8529 South Park Circle
Suite 330
Orlando, FL 32819

RE: Town of Kindred Community Development District II – Registered Voters

Dear Mr. Hernandez:

Thank you for your letter requesting confirmation of the number of registered voters within the Town of Kindred Community Development District II as of April 15, 2023.

The number of registered voters within the Town of Kindred CDD II is 491 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

*Vote
Osceola*