



Rizzetta & Company

Town of Kindred Community Development District II

**Board of Supervisors Meeting
April 11, 2024**

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

www.townofkindredcdd2.org

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II**

Board of Supervisors	John Valantasis Louis Aveli Anthony Benitez Matthew Stolz VACANT	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Supervisor
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	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

April 4, 2024

Board of Supervisors
Town of Kindred Community
Development District II

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Town of Kindred Community Development District II will be held on **April 11, 2024, at 10:00 a.m.** at the **Osceola County Courthouse**, located at **1 Courthouse Square, Kissimmee, Florida 34741**. The following is the final 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 September 14, 2023 Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for August, September, October, November, December, and January Tab 2
- 4. BUSINESS ITEMS**
 - A. Discussion of Proposed Budget
 - B. Consideration of Deficit Funding Agreement Tab 3
 - C. Consideration of Resolution 2024-01, Designating Registered Agent and Registered Office Tab 4
 - D. Consideration of Resolution 2024-02, Ratifying the Sale of Bonds And Levy Assessments for the Series 2023 Bonds Tab 5
 - E. Consideration of Resolution 2024-03, Amended and Restated Annual Assessment (FY 2023-2024) Tab 6
 - F. Consideration of Resolution 2024-04, Amended and Restated Budget Appropriation (FY 2023-2024) Tab 7
 - G. Consideration of DTS Agreement for EMMA Filing Assistance Tab 8
 - H. Ratification of LLS Tax Solutions Arbitrage Engagement Letter, Series 2021 Tab 9
 - I. Ratification of LLS Tax Solutions Arbitrage Engagement Letter, Series 2023 Tab 10
 - J. Ratification of Aquatic Weed Management Proposal Tab 11
 - K. Ratification of Acquisition of Phase 3A Improvements Tab 12
 - L. Ratification of Envera Services Agreement Tab 13
 - M. Ratification of Pool Attendant
 - N. Ratification of ULS Proposals Tab 14
 1. Red Canyon & Silverado Flats
 2. Cross Prairie
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Website Audit Tab 15
 2. Clubhouse Manager CDD 1
 3. Dallos Updates
- 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: 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 **special** meeting of the Board of Supervisors of the **Town of Kindred Community Development District II** was held on **Thursday, September 14, 2023, at 2:04 p.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

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company, Inc.
Brian Mendez	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Kutak Rock LLP <i>(via phone)</i>
Xabier Guerricagoitia	District Engineer, Boyd Civil
Belinda Blandon	District Manager, Rizzetta & Company, Inc. <i>(via phone)</i>
Tim Brandwell	Bond Counsel, Akerman
Celia Dorn	Bond Counsel, Akerman
Sara Lare	Bond Counsel, Akerman
Paul Almonte	HOA Director, Artemis Lifestyles

Audience

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda Items

No Audience was Present.

45 **THIRD ORDER OF BUSINESS**

**Consideration of Minutes of Board of
Supervisors' Meeting Held on August 10,
2023**

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49 Mr. Mendes presented the minutes to the Board of Supervisors and asked if there was
50 any questions. There were none.
51

On Motion by Mr. Stolz, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on August 10, 2023, for the Town of Kindred Community Development District II.

52
53 **FOURTH ORDER OF BUSINESS**

**Ratification of Operation and Maintenance
Expenditures for July 2023**

54
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56 Mr. Mendes presented the ratification of operation and maintenance expenditures for the
57 month of July and asked if there were any questions. There were none.
58

59 Mr. Mendes briefed the Board of Supervisors on the new landscape scopes of services
60 coming on line.
61

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for July 2023 (\$56,228.98), for the Town of Kindred Community Development District II.

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64 **FIFTH ORDER OF BUSINESS**

**Consideration of Series 2023 Bond Related
Documents**

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66
67 Mr. Mendes presented the Board of Supervisors the series 2023 bond related documents
68 and asked if there were any questions. There were none.
69

On Motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors approved the consideration of series 2023 bond related documents, for the Town of Kindred Community Development District II.

70
71 **SIXTH ORDER OF BUSINESS**

**Review of Final Pricing by MBS Capital
Markets**

72
73
74 Ms. Lare reviewed with the Board of Supervisors the final pricing by MBS Capital Markets
75 and successful bond acruence.
76

77 **SEVENTH ORDER OF BUSINESS** **Presentation of the Final Assessment**
78 **Methodology Report**

79
80 Mr. Brizendine presented the final assessment methodology report to the Board of
81 Supervisors and asked if there were any questions. There were none.

82
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84 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2023-23,**
85 **Supplemental Assessment Resolution of the**
86 **Series 2023 Bonds**

87
88 Mr. Mendes presented Resolution 2023-23 to the Board of Supervisors and asked
89 if there were any questions. There were none.

90
On Motion by Mr. Stolz, seconded by Mr. Avelli, with all in favor, the Board of Supervisors approved Resolution 2023-23, Supplemental Assessment Resolution of the Series 2023 Bonds, for the Town of Kindred Community Development District II.

91
92 **NINTH ORDER OF BUSINESS** **Consideration of Insurance Policy for FY**
93 **2024**

94
95 Mr. Mendes presented the Insurance Policy for FY 2024 to the Board of Supervisors and
96 asked if there were any questions. There were none.

97
On Motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors approved the Insurance Policy for FY 2024, for the Town of Kindred Community Development District II.

98
99 **TENTH ORDER OF BUSINESS** **Consideration of Landscape Maintenance**
100 **Agreement**

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102 Mr. Mendes presented the landscape Maintenance Agreement to the Board of
103 Supervisors and asked if there were any questions. Mr. Earlywine proposed to redo the contract
104 proposal for Sunscape. The Board tabled the discussion of counsel doing contracts for all
105 Sunscape contracts moving forward for next meeting.

106
On Motion by Mr. Valantasis seconded by Mr. Avelli, with all in favor, the Board of Supervisors approved the landscape maintenance agreement pending counsels revisions, for the Town of Kindred Community Development District II.

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111 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Pool & Fountain
Maintenance Agreement**

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114 Mr. Mendes presented the Pool & Fountain Maintenance Agreement to the Board of
115 Supervisors and asked if there were any questions. There were none.
116

On Motion by Mr. Avelli, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved the Pool & Fountain Maintenance Agreement, for the Town of Kindred Community Development District II.

117
118 **TWELFTH ORDER OF BUSINESS**

**Consideration of Engagement Letter for
Arbitrage Services**

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120
121 Mr. Brizendine presented the Engagement Letter for Arbitrage Services and the annual
122 renewal to the Board of Supervisors. Mr. Brizendine asked if there were any questions, there
123 were none.
124

On Motion by Mr. Avelli, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved the Consideration of Engagement Letter for Arbitrage Services, for the Town of Kindred Community Development District II.

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127 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

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129 A. District Counsel
130 No Comments.

131
132 B. District Engineer
133 Not Comments.

134
135 C. District Manager
136 Mr. Mendes presented the District Manager report and website audit and asked
137 the Board if there were any questions. There were none. The Board discussed
138 choosing between the Statemen or Sunscape proposal. District Management will
139 work closely with Sunscape to give more clarity and information on the matter.

140
141 The Board motioned to approve the Drainage agreement.
142

On Motion by Mr. Stolz, seconded by Mr. Avelli, with all in favor, the Board of Supervisors approved the Drainage agreement, for the Town of Kindred Community Development District II.

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TWELFTH ORDER OF BUSINESS

**Supervisor Requests & Audience
Comments**

Mr. Avelli stated that documents need to be sent before the final agenda is out and called no last minute documents.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Stolz, seconded by Mr. Valantasis, 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.

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Assistant Secretary

Chairman/Vice Chairman

DRAFT

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 August 2023 For Board Approval

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

The total items being presented: **\$82,789.18**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 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.	100170	1HPQ-3N19-DRQT	Replacement Motor, Lights 07/23	\$ 152.50
Amazon Capital Services, Inc.	100180	1K4J-LJRX-4VH1	Street Sign 06/23	\$ 26.89
Amazon Capital Services, Inc.	100176	1LGJ-FVDL-M14C	Janitorial Supplies 08/23	\$ 9.48
Amazon Capital Services, Inc.	100167	1LKY-1NLV-VF4P	Janitorial Supplies 07/23	\$ 334.37
Amazon Capital Services, Inc.	100176	1NML-13MQ-LVPF	Janitorial Supplies 08/23	\$ 9.48
Amazon Capital Services, Inc.	100167	1TLK-H9JX-T9PK	Janitorial Supplies 07/23	\$ 611.52
Aquatic Weed Management, Inc	100168	16227	Pond Maintenance 07/23	\$ 700.00
Aquatic Weed Management, Inc	100168	16360	Pond Maintenance 07/23	\$ 700.00
Dallos Services, Inc.	100171	4177	Janitorial Services 06/24/23-06/30/23	\$ 184.00
Dallos Services, Inc.	100171	4178	Janitorial Services 06/24/23-06/30/23	\$ 366.00
Dallos Services, Inc.	100171	4190	Janitorial Services 07/01/23-07/07/23	\$ 366.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dallos Services, Inc.	100171	4192	Janitorial Services 07/01/23-07/07/23	\$ 184.00
Dallos Services, Inc.	100171	4202	Janitorial Services 07/08/23-07/14/23	\$ 184.00
Dallos Services, Inc.	100171	4207	Janitorial Services 07/08/23-07/14/23	\$ 366.00
Dallos Services, Inc.	100171	4210	Janitorial Services 07/15/23-07/21/23	\$ 366.00
Dallos Services, Inc.	100171	4217	Janitorial Services 07/15/23-07/21/23	\$ 184.00
Dallos Services, Inc.	100171	4220	Janitorial Services 07/22/23-07/28/23	\$ 416.00
Dallos Services, Inc.	100171	4227	Janitorial Services 07/22/23-07/28/23	\$ 184.00
Dallos Services, Inc.	100177	4234	Janitorial Services 07/29/23-08/04/23	\$ 184.00
Dallos Services, Inc.	100177	4236	Janitorial Services 07/29/23-08/04/23	\$ 416.00
Dallos Services, Inc.	100181	4249	Janitorial Services 08/05/23-08/11/23	\$ 366.00
Dallos Services, Inc.	100181	4259	Janitorial Services 08/05/23-08/11/23	\$ 184.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dallos Services, Inc.	100181	4261	Janitorial Services 08/12/23-08/18/23	\$ 366.00
Dallos Services, Inc.	100181	4271	Janitorial Services 08/12/23-08/18/23	\$ 184.00
IPFS Corporation	100179	GAA-D21552 Payment 10 of 11-08/23	GAA-D21552 Payment 10 of 11-08/23	\$ 2,546.63
IPFS Corporation	100172	GAA-D21552 Payment 11 of 11-09/23	GAA-D21552 Payment 11 of 11-09/23	\$ 2,546.63
Kissimmee Utility Authority	100169	002388214-123577540 Deposit Balance	002388214-123577540 Deposit Balance	\$ 204.00
Kissimmee Utility Authority	EFT	Monthly Summary 07/23 Autopay	Electric Services 07/23	\$ 8,258.13
Kutak Rock, LLP	100182	3238313	Legal Services 05/23	\$ 1,009.00
Rizzetta & Company, Inc.	100166	INV0000082248 2038320062123 07/23	District Management Fees 08/23	\$ 3,950.00
Spectrum	EFT	Autopay	Cable & Internet Services 07/23	\$ 147.96
SunScape Landscape Management Services, Inc.	100173	11657	Landscape Maintenance 08/23	\$ 957.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SunScape Landscape Management Services, Inc.	100174	11698	Landscape Maintenance 07/23	\$ 1,250.00
SunScape Landscape Management Services, Inc.	100174	11699	Landscape Maintenance 08/23	\$ 1,250.00
Toho Water Authority	EFT	Monthly Summary 07/23	Water-Sewer Services 07/23	\$ 5,444.06
United Land Services	100183	16044	Landscape Maintenance 02/23	\$ 15,831.00
United Land Services	100175	37037	Replace Diseased Palm Trees 07/23	\$ 10,722.00
United Land Services	100178	38498	Landscape Maintenance 08/23	\$ 21,331.00
Waste Connections of Florida	EFT	1457789W460 09/23 Autopay	Waste Disposal Services 09/23	\$ <u>297.53</u>
Report Total				\$ <u>82,789.18</u>

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

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

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Operation and Maintenance Expenditures September 2023 For Board Approval

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

The total items being presented: **\$164,194.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 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.	100190	1DNK-LKYG-D917	Janitorial Supplies 09/23	\$ 195.07
Amazon Capital Services, Inc.	100190	1LJP-1JJG-Y6CL	Janitorial Supplies 09/23	\$ 417.28
Amazon Capital Services, Inc.	100197	116J-GM1D-1RF7	Janitorial Supplies 09/23	\$ 69.45
Amazon Capital Services, Inc.	100197	17YJ-9KCQ-6T44	Dog Waste Supplies 09/23	\$ 63.88
Amazon Capital Services, Inc.	100197	1J4L-N1PL-RVDP	Pool Lift Chair Cover 09/23	\$ 92.90
Aquatic Weed Management, Inc	100186	16534	Pond Maintenance 08/23	\$ 700.00
Boyd Civil Engineering, Inc.	100191	03793	Engineering Services 08/23	\$ 215.00
Dallos Services, Inc.	100187	4274	Janitorial Services 08/19/23-08/25/23	\$ 184.00
Dallos Services, Inc.	100187	4278	Janitorial Services 08/19/23-08/25/23	\$ 366.00
Dallos Services, Inc.	100192	4290	Janitorial Services 08/26/23-09/01/23	\$ 366.00
Dallos Services, Inc.	100192	4300	Janitorial Services 08/26/23-09/01/23	\$ 184.00
Dallos Services, Inc.	100204	4303	Janitorial Services 09/02/23-09/08/23	\$ 184.00
Dallos Services, Inc.	100204	4307	Janitorial Services 09/02/23-09/08/23	\$ 416.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 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.	100204	4315	Janitorial Services 09/09/23-09/15/23	\$ 184.00
Dallos Services, Inc.	100204	4319	Janitorial Services 09/09/23-09/15/23	\$ 366.00
Egis Insurance Advisors, LLC	100203	19757	General Liability/Property/POL Liability Insurance 10/01/23-10/01/24	\$ 40,636.00
Fountain Design Group, Inc.	100193	31079A	Quarterly Fountain Cleaning 09/23	\$ 190.00
Hidden Eyes, LLC	100184	731258	Security Monitoring & Maintenance 09/23	\$ 1,064.23
HP Home Maintenance Solutions, LLC	100205	228	Replace Flow Switch 09/23	\$ 437.50
Kindred Master Homeowners Association,	100194	141	Payroll 07/23	\$ 6,918.99
Kindred Master Homeowners Association,	100198	142	Payroll 08/23	\$ 4,612.66
Kissimmee Utility Authority	100195	002388214-123577540	Electric Services 08/23 08/23	\$ 513.15
Kissimmee Utility Authority	100195	Monthly Summary 08/23 Autopay	Electric Services 08/23	\$ 8,159.89
Kissimmee Utility Authority	KUA09052023	Monthly Summary B 08/23 Autopay	Electric Services 08/23	\$ 8,673.04

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Kutak Rock, LLP	100188	3267666	Legal Services 07/23	\$ 1,662.50
Orlando Sentinel Communications	100199	078620590000	Account #CU00160414 Legal Advertising 08/23	\$ 1,396.72
Rizzetta & Company, Inc.	100185	INV0000083232	District Management Fees 09/23	\$ 3,950.00
Spectrum	Spectrum09112 02	2038320062123 Autopay	09/23 Cable & Internet Services 09/23	\$ 147.96
SunScape Landscape Management Services, Inc.	100200	11754	Landscape Maintenance 09/23	\$ 957.00
SunScape Landscape Management Services, Inc.	100200	11755	Landscape Maintenance 09/23	\$ 1,250.00
Toho Water Authority	100189	002717301-033437129 08/23	Utility Services 08/23	\$ 3,504.34
Town of Kindred CDD	100201	TownOfKindred082123	Reimbursement for Paid Invoices 08/23	\$ 11,455.00
United Land Services	100196	36519	Landscape Maintenance 07/23	\$ 43,331.00
United Land Services	100202	43300	Landscape Maintenance 09/23	\$ 21,331.00
Report Total				<u>\$ 164,194.56</u>

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

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

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Operation and Maintenance Expenditures October 2023 For Board Approval

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

The total items being presented: **\$51,816.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Amazon Capital Services, Inc.	100209	1HLH-GR1T-Q3XG	Janitorial Supplies 09/23	\$ 10.44
Amazon Capital Services, Inc.	100209	1T6L-V494-HNPD	Janitorial Services 09/23	\$ 634.27
Hidden Eyes, LLC	100208	732352	Security Monitoring & Maintenance 10/23	\$ 1,064.23
HP Home Maintenance Solutions, LLC	100211	234	Pool & Fountain Maintenance 09/23	\$ 1,950.00
Kissimmee Utility Authority	KUA10022023	Monthly Summary 09/23 Mostly paid with check	Electric Services 09/23	\$ 48.55
Kissimmee Utility Authority	KUA10312023	Monthly Summary 10/23 Autopay	Electric Services 10/23	\$ 7,716.70
Kissimmee Utility Authority	KUA10312023-2	002388214-123577540 10/23	Electric Services 10/23	\$ 410.27
Rizzetta & Company, Inc.	100206	INV0000084164	District Management Fees 10/23	\$ 4,104.00
Rizzetta & Company, Inc.	100207	INV0000084065	Assessment Roll Preparation FY 23/24	\$ 5,200.00
Spectrum	Spectrum101023	2038320092123 Autopay	Cable & Internet Services 10/23	\$ 147.96
Toho Water Authority	100210	002659271033469919-01	18141 Southfork Drive RM Meter Installation 10/23	\$ 1,025.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Toho Water Authority	100210	002659271033469929-01	16901 Bull Hill Road RM Meter Installation 10/23	\$ 1,025.00
Toho Water Authority	100210	002659271033469939-01	15791 Southfork Drive RM Meter Installation 10/23	\$ 1,025.00
Toho Water Authority	100210	002659271033469949-01	15661 Bitterrott RM Meter Installation 10/23	\$ 1,025.00
Toho Water Authority	Toho10022023	002659271-033442199 08/23	Water-Sewer Services 08/23	\$ 21.67
Toho Water Authority	Toho10022023	002659271-033446089 8/23	Water-Utility Services 08/23	\$ 1,280.57
Toho Water Authority	Toho10022023	002717301-033437119 08/23	Water-Utility Services 08/23	\$ 825.63
Toho Water Authority	Toho10022023	002717301-033437129 Toho 08/23	Utility Services 08/23	\$ 3,708.05
Toho Water Authority	Toho10022023	Monthly Summary Toho 08/23 Autopay	Water-Sewer Services 08/23	\$ 7,725.82
Toho Water Authority	Toho10302023	002659271-033442199 09/23	Water-Sewer Services 09/23	\$ 21.67
Toho Water Authority	Toho10302023	002659271-033446089 09/23	Water-Sewer Services 09/23	\$ 2,342.57
Toho Water Authority	Toho10302023	002717301-033437119 09/23	Water-Sewer Services 09/23	\$ 359.23
Toho Water Authority	Toho10302023	Monthly Summary 09/23 Autopay Toho	Water-Sewer Services 09/23	\$ 5,508.92

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
U.S. Bank	100212	7066321	Trustee Fees Series 2020 09/01/23-08/31/24	\$ 4,040.63
Waste Connections of Florida	WC10022023	1466638W460 10/23 Autopay	Waste Disposal Services 10/23	\$ 297.53
Waste Connections of Florida	WC10312023	1471041W460 Autopay	Waste Disposal Services 11/23	<u>\$ 297.53</u>
Report Total				<u>\$ 51,816.24</u>

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

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

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Operation and Maintenance Expenditures November 2023 For Board Approval

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

The total items being presented: **\$45,782.80**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Amazon Capital Services, Inc.	100218	16HC-JVXC-KRGG	Janitorial Supplies 11/23	\$ 197.62
Amazon Capital Services, Inc.	100218	1CW3-WJH4-3JVK	Janitorial Supplies 11/23	\$ 290.23
Amazon Capital Services, Inc.	100218	1YX1-3QKV-D7XW	Janitorial Supplies 11/23	\$ 210.86
Amazon Capital Services, Inc.	100219	14T1-YK6X-R4NR	Janitorial Supplies 10/23	\$ 235.67
Amazon Capital Services, Inc.	100219	1661-6NTF-JD3K	Janitorial Supplies 10/23	\$ 31.99
Amazon Capital Services, Inc.	100219	1H4R-YNFF-QW9F	Office/Janitorial Supplies 09/23	\$ 38.96
Boyd Civil Engineering, Inc.	100221	03806	Engineering Services 09/23	\$ 1,182.50
Florida Department of Commerce	100215	89367	Special Assessment FY 23/24	\$ 175.00
Hidden Eyes, LLC	100222	733365	Security Monitoring & Maintenance 11/23	\$ 1,064.23
HP Home Maintenance Solutions, LLC	100216	242	Pool & Fountain Maintenance 10/23	\$ 1,950.00
HP Home Maintenance Solutions, LLC	100223	224	Fountain Part Replacement 09/23	\$ 735.95
Kissimmee Utility Authority	100217	002388214-123586321 Deposit 11/23	002388214-123586321 Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123622831 Deposit 11/23	002388214-123622831 Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123622841 Deposit 11/23	002388214-123622841 Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123622851 Deposit 11/23	002388214-123622851 Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123622861 Deposit 11/23	002388214-123622861 Deposit 11/23	\$ 340.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Kissimmee Utility Authority	100217	002388214-123622871	Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123622881	Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123622891	Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123625631	Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123625661	Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	100217	002388214-123625671	Deposit 11/23	\$ 340.00
Kissimmee Utility Authority	EFT	002388214-123586311	Deposit 10/23	\$ 368.23
Kissimmee Utility Authority	EFT	002388214-123586331	Deposit 10/23	\$ 368.80
Kissimmee Utility Authority	EFT	002388214-123586341	Deposit 10/23	\$ 368.64
Kutak Rock, LLP	100224	3282472	Legal Services 08/23	\$ 2,793.02
Kutak Rock, LLP	100224	3296702	Legal Services 09/23	\$ 3,814.27
Kutak Rock, LLP	100224	3310162	Legal Services 08/23	\$ 2,573.02
Kutak Rock, LLP	100224	3310384	Legal Services 10/23	\$ 165.00
One Stop Pool Pros, Inc.	100225	FLN0001238	Pool Maintenance 08/23	\$ 2,025.00
Orlando Sentinel Communications	100226	080162591000	Account #CU00160414 Legal Advertising 09/23	\$ 770.78
Rizzetta & Company, Inc.	100213	INV0000084957	District Management Fees 11/23	\$ 4,104.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
S&G Enterprises US, LLC	100227	10119	New Fencing Final Balance 09/23	\$ 559.00
Spectrum	EFT	2038320102123 10/23	Cable & Internet Services 10/23	\$ 147.96
SunScape Landscape Management Services, Inc.	100228	11885	Landscape Maintenance 10/23	\$ 1,250.00
SunScape Landscape Management Services, Inc.	100228	11886	Landscape Maintenance 10/23	\$ 1,250.00
Toho Water Authority	100229	002659271-033371659 11/23	Water-Sewer Services 11/23	\$ 27.45
Toho Water Authority	EFT	Monthly Summary 10/23	Water-Sewer Services 10/23	\$ 7,936.10
U.S. Bank	100214	7099480	Trustee Fees Series 2021 10/01/23-09/30/24	\$ 4,040.63
United Land Services	100230	46735	Bush Hog Pond 09/23	\$ 1,200.00
United Land Services	100230	47770	Straighten Leaning Tree 10/23	\$ 661.34
United Land Services	100230	48664	Irrigation Repairs 10/23	\$ 1,209.02
Waste Connections of Florida	EFT	1475433W460 12/23	Waste Disposal Services 12/23	<u>\$ 297.53</u>
Repot Total				<u>\$ 45,782.80</u>

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

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Operation and Maintenance Expenditures December 2023 For Board Approval

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

The total items being presented: **\$189,959.33**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 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.	100233	13TQ-H4DL-F6V4	Janitorial Supplies 11/23	\$ 46.49
Amazon Capital Services, Inc.	100233	1DHP-KC7H-L6NN	Janitorial Supplies 11/23	\$ 20.72
Aquatic Weed Management, Inc	100234	16623	Pond Maintenance 09/23	\$ 700.00
Aquatic Weed Management, Inc	100234	16818	Pond Maintenance 11/23	\$ 1,475.00
Dallos Services, Inc.	100235	4331	Janitorial Services 09/16/23-09/22/23	\$ 366.00
Dallos Services, Inc.	100235	4334	Janitorial Services 09/16/23-09/22/23	\$ 184.00
Dallos Services, Inc.	100235	4344	Janitorial Services 09/02/23-09/15/23	\$ 1,332.00
Dallos Services, Inc.	100235	4346	Janitorial Services 09/16/23-09/22/23	\$ 1,036.00
Dallos Services, Inc.	100235	4349	Janitorial Services 09/23/23-09/29/23	\$ 184.00
Dallos Services, Inc.	100235	4353	Janitorial Services 09/23/23-09/29/23	\$ 366.00
Dallos Services, Inc.	100235	4360	Janitorial Services 09/23/23-09/29/23	\$ 1,036.00
Dallos Services, Inc.	100235	4367	Janitorial Services 09/30/23-10/06/23	\$ 184.00
Dallos Services, Inc.	100235	4375	Janitorial Services 09/30/23-10/06/23	\$ 366.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dallos Services, Inc.	100235	4376	Janitorial Services 09/30/23-10/06/23	\$ 1,036.00
Dallos Services, Inc.	100235	4385	Janitorial Services 10/07/23-10/13/23	\$ 184.00
Dallos Services, Inc.	100235	4392	Janitorial Services 10/07/23-10/13/23	\$ 1,036.00
Dallos Services, Inc.	100235	4396	Janitorial Services 10/07/23-10/13/23	\$ 366.00
Dallos Services, Inc.	100235	4399	Janitorial Services 10/14/23-10/20/23	\$ 416.00
Dallos Services, Inc.	100235	4401	Janitorial Services 10/14/23-10/20/23	\$ 184.00
Dallos Services, Inc.	100235	4408	Janitorial Services 10/14/23-10/20/23	\$ 1,036.00
Dallos Services, Inc.	100250	4564	Janitorial Services 12/23	\$ 5,164.00
Dallos Services, Inc.	100250	4574	Janitorial Supplies 12/23	\$ 310.67
Greenbriar Landscaping, Inc,	100236	91823	Damaged Tree Area Repair 09/23	\$ 14,745.00
Greenbriar Landscaping, Inc,	100236	14651	Damaged Tree Area Repair 09/23	\$ 5,400.00
Greenbriar Landscaping, Inc,	100236	14652	Landscape Maintenance 07/23-09/23	\$ 42,876.00
Hidden Eyes, LLC	100231	734438	Security Monitoring & Maintenance 12/23	\$ 1,064.23

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
HP Home Maintenance Solutions, LLC	100252	269	Pool & Fountain Maintenance 12/23	\$ 1,950.00
Kindred Master Homeowners Association, Inc.	100237	143	Payroll 09/23	\$ 5,506.44
Kissimmee Utility Authority	ACH	Month Summary 11/23	Electric Services 11/23	\$ 8,740.85
Kissimmee Utility Authority	ACH	Monthly Summary 12/23	Electric Services 12/23	\$ 16,087.70
Rizzetta & Company, Inc.	100232	INV0000085760	District Management Fees 12/23	\$ 4,104.00
Spectrum	ACH	2038320112123 11/23	Cable & Internet Services 11/23	\$ 147.96
SunScape Landscape Management Services, Inc.	100238	11937	Landscape Maintenance 11/23	\$ 2,500.00
Toho Water Authority	100254	Monthly Summary II 12/23	Water-Sewer Services 12/23	\$ 997.57
Toho Water Authority	ACH	Monthly Summary 11/23	Water-Sewer Services 11/23	\$ 9,764.36
United Land Services	100239	47472	Landscape Maintenance 10/23	\$ 21,331.00
United Land Services	100239	49533	Irrigation Repairs 10/23	\$ 7,259.48
United Land Services	100239	52673	Landscape Maintenance 11/23	\$ 21,331.00
United Land Services	100239	52748	Landscape Maintenance 11/23	\$ 8,827.33

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waste Connections of Florida	ACH	1479784W460 01/24	Waste Disposal Services 01/24	<u>\$ 297.53</u>
Report Total				<u>\$ 189,959.33</u>

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures January 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$166,546.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Amazon Capital Services, Inc.	100259	1MJ9-NTT4-C3VC	Janitorial Supplies 09/23	\$ 439.99
Aquatic Weed Management, Inc	100242	17074	Pond Maintenance 01/24	\$ 1,475.00
Aquatic Weed Management, Inc	100243	16899	Pond Maintenance 12/23	\$ 1,475.00
Hidden Eyes, LLC	100244	735564	Security Monitoring & Maintenance 01/23	\$ 1,064.23
Hidden Eyes, LLC	100251	736648	Security Monitoring & Maintenance 02/24	\$ 1,064.23
HP Home Maintenance Solutions, LLC	100245	263	Pool & Fountain Maintenance 11/23	\$ 1,950.00
Kindred Master Homeowners Association, Inc.	100260	144	Payroll 10/23	\$ 5,506.44
Kindred Master Homeowners Association, Inc.	100262	150	Payroll 11/23	\$ 5,506.44
Kindred Master Homeowners Association, Inc.	100262	151	Payroll 12/23	\$ 8,259.66
Kissimmee Utility Authority	ACH	002388214-123625631 12/23	Electric Services 12/23	\$ 28.23
Kissimmee Utility Authority	ACH	002388214-123625661 12/23	Electric Services 12/23	\$ 28.23
Kissimmee Utility Authority	ACH	002388214-123586311 12/23	Electric Services 12/23	\$ 26.73
Kissimmee Utility Authority	ACH	002388214-123586331 12/23	Electric Services 12/23	\$ 28.58

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Kissimmee Utility Authority	ACH	002388214-123586341 12/23	Electric Services 12/23	\$ 28.59
Kissimmee Utility Authority	ACH	Monthly Summary 12/23	Electric Services 12/23	\$ 8,701.14
Kissimmee Utility Authority	ACH	Monthly Summary 01/24	Electric Services 01/24	\$ 9,304.04
Kutak Rock, LLP	100263	3340523	Legal Services 12/23	\$ 2,535.00
LLS Tax Solutions, Inc.	100266	003279	Arbitrage Rebate Calculation Series 2021	\$ 1,000.00
Nelson's Christmas Decorating, Inc.	100246	2764	Christmas Decorations Installation, Removal, & Storage 12/23	\$ 765.00
Orlando Sentinel Communications	100247	082051595000	Account #CU00160414 Legal Advertising 10/23	\$ 442.61
Osceola County Board of County Commissioners	100264	012524 Osceola	Release of Address 01/24	\$ 20.00
Rizzetta & Company, Inc.	100240	INV0000086481	District Management Fees 01/24	\$ 4,104.00
Rizzetta & Company, Inc.	100241	INV0000086391	Dissemination Services FY 23-24	\$ 7,000.00
Spectrum	ACH	2.03832E+12	Cable & Internet Services 12/23	\$ 147.96
SunScape Landscape Management Services, Inc.	100248	12037	Landscape Maintenance 12/23	\$ 2,500.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SunScape Landscape Management Services, Inc.	100253	12133	Landscape Maintenance 01/24	\$ 2,500.00
Toho Water Authority	100261	002659271-033371659 12/23	Water-Sewer Services 12/23	\$ 24.51
Toho Water Authority	ACH	Monthly Summary II 12/23	Water-Sewer Services 12/23	\$ 1,034.11
Toho Water Authority	ACH	002659271-033371679 12/23	Water-Sewer Services 12/23	\$ 152.88
Toho Water Authority	ACH	Monthly Summary 12/23	Water-Sewer Services 12/23	\$ 5,061.42
United Land Services	100249	50572	Landscape Maintenance 10/23	\$ 8,827.33
United Land Services	100249	53165	Irrigation Repairs 11/23	\$ 210.00
United Land Services	100249	53166	Irrigation Repairs 11/23	\$ 210.00
United Land Services	100249	54781	Bush Hog Pond 11/23	\$ 875.00
United Land Services	100249	56782	Landscape Maintenance 12/23	\$ 21,331.00
United Land Services	100249	56958	Landscape Maintenance 12/23	\$ 8,828.00
United Land Services	100255	60427	Property Improvements 12/23	\$ 2,910.00
United Land Services	100255	61339	Plant Replacement 12/23	\$ 2,782.50

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
United Land Services	100257	62258	Remembrance Park - Landscape Maintenance 11/23	\$ 2,284.00
United Land Services	100258	62252	Remembrance Park - Landscape Maintenance 08/23	\$ 1,370.50
United Land Services	100258	62255	Remembrance Park - Landscape Maintenance 09/23	\$ 1,370.50
United Land Services	100258	62257	Remembrance Park - Landscape Maintenance 10/23	\$ 1,661.00
United Land Services	100265	62259	Remembrance Park - Landscape Maintenance 12/23	\$ 3,945.35
United Land Services	100265	63423	Landscape Maintenance 01/24	\$ 21,805.50
United Land Services	100265	63689	Oak Tree Install 01/24	\$ 1,250.00
United Land Services	100265	63696	Remembrance Park - Landscape Maintenance 01/24	\$ 8,827.33
United Land Services	100265	64029	Phase 3 Townhomes- Landscape Maintenance 10/23	\$ 320.00
United Land Services	100265	64030	Phase 3 Townhomes- Landscape Maintenance 11/23	\$ 640.00
United Land Services	100265	64031	Phase 3 Townhomes- Landscape Maintenance 12/23	\$ 1,760.00
United Land Services	100265	64032	Phase 3 Townhomes- Landscape Maintenance 01/24	\$ 2,400.00

Town of Kindred II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
United Land Services	100267	54793	Bush Hog 11/23	\$ 467.00
Waste Connections of Florida	ACH	1484110W460	Waste Disposal Services 01/24	<u>\$ 297.53</u>
Total Report				<u>\$ 166,546.56</u>

Tab 3

FISCAL YEAR 2024 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2024 DEFICIT FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between:

TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

D.R. HORTON, INC., a Delaware corporation, the owner and developer of lands within the boundary of the District, whose mailing address is 10192 Dowden Road, Orlando, Florida 32832 (“**Developer**”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2024 (“**FY 2024 Budget**”), which begins on October 1, 2023 and ends on September 30, 2024, and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund the FY 2024 Budget; and

WHEREAS, the Developer has agreed to fund certain “**Additional Budget Costs**,” identified in **Exhibit A**, but subject to the terms of this Agreement.

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 parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies (“**Developer Contributions**”) necessary to pay the Additional Budget Costs as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer’s consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. The District shall have no obligation to repay any Developer Contributions provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**TOWN OF KINDRED II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

D.R. HORTON, INC.

By: _____
Its: _____

EXHIBIT A: Additional Budget Costs

Exhibit A: Additional Budget Costs

The Additional Budget Costs shall include:

1. Utility Charges for Common Area Irrigation Meters in the amount of \$ _____
2. _____
3. _____

Tab 4

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

1. **DESIGNATION OF REGISTERED AGENT.** Jere Earlywine of Kutak Rock LLP is hereby designated as Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at c/o Kutak Rock LLP, 107 W. College Ave, Tallahassee, Florida 32311.
3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of December, 2023.

ATTEST:

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT II**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Tab 5

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including Special Assessment Revenue Bonds, Series 2023, in the par amount of \$8,160,000 (“Series 2023 Bonds”); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2023 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2023 Bonds on September 19, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2023-22 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2023-23 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2023-22 and 2023-23 on file with the District Manager and as included in the transcript for the Series 2023 Bonds are hereby determined to be in final form.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of December, 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY DEVELOPMENT
DISTRICT II**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 6

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II AMENDING AND RESTATING RESOLUTION 2023-18 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, 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; and

WHEREAS, the District previously adopted Resolution 2023-18 and the Assessment Roll, and now, pursuant to Section 5 of Resolution 2023-18, desires to amend and restate Resolution 2023-18 in order to adopt an amended and restated Assessment Roll, which is attached hereto as **Exhibit A;**

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. Certain undeveloped lands are not benefitted by the District’s services at this time and are exempt from any special assessments levied hereunder.

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.** [RESERVED.]
- C. **Operations and Maintenance Funding Agreement.** The District’s Board hereby authorizes a deficit funding agreement for any operations and maintenance budget deficit as set forth in **Exhibit A.**
- D. **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 4. CONFLICTS. This Resolution supersedes and replaces Resolution 2023-18.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF December, 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY DEVELOPMENT
DISTRICT II**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amended and Restated Budget

Exhibit B: Amended and Restated Assessment Roll (Uniform Method)

Tab 7

RESOLUTION 2024-04

A RESOLUTION OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II (“DISTRICT”) AMENDING AND RESTATING THE ANNUAL APPROPRIATION RESOLUTION 2023-17 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 prepared a Proposed Budget, whereby the budget projected 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; and

WHEREAS, the District previously adopted Resolution 2023-17 and the Proposed Budget, and now, pursuant to Section 3 of Resolution 2023-17, desires to amend and restate Resolution 2023-17 in order to adopt an amended and restated Proposed Budget, which is attached hereto as **Exhibit A**;

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 sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District may amend its Adopted Budget 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. CONFLICTS. This Resolution supersedes and replaces Resolution 2023-17.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF December, 2023.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated FY 2023/2024 Budget

Tab 8

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Town of Kindred II Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Town of Kindred II Community Development District

Disclosure Technology Services, LLC

By: _____
Print: _____
Title: _____
Date: _____

By:  _____
Print: Michael Klurman
Title: Vice President
Date: 12-20-2023

Exhibit A – Fee Schedule

Annual License Fee:

1. \$1000 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Scott Brizendine, Rizzetta & Co., Inc. 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or 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 under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in

the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Tab 9



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 28, 2023

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

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Town of Kindred Community Development District II ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$8,160,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2023

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years ending May 1, 2024, May 1, 2025, and May 1, 2026, is \$1,500, which is \$500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE


You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Town of Kindred Community Development
District II

By: Linda L. Scott
Linda L. Scott, CPA

By: 
Print Name John Valantasio
Title CHAIR
Date: 12/21/23

Tab 10



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

August 21, 2023

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

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Town of Kindred Community Development District II ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$5,780,000 Town of Kindred Community Development District II Special Assessment Revenue Bonds, Series 2021

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years ending May 1, 2022, May 1, 2023, and May 1, 2024, is \$1,500, which is \$500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Town of Kindred Community Development
District II

By: Linda L. Scott

Linda L. Scott, CPA

By:  _____

Print Name John Valantasis

Title CHAIR

Date: _____

Tab 11

ESTIMATE

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

Estimate details

Estimate no.: 1355
Estimate date: 10/25/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Kindred II Monthly pond herbicide maintenance on 2 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.		1	\$775.00	\$775.00
					Total	\$775.00

Note to customer

Thank you for your business!

Brian Mendes

Tab 12

"Kindred Ph 3 A Infrastructure" 380759014

\$ 6,821,057.30

**ADDENDUM TO
FLORIDA INDEPENDENT CONTRACTOR AGREEMENT**

This ADDENDUM TO FLORIDA INDEPENDENT CONTRACTOR AGREEMENT (the "Addendum") is attached to and made a part of that Florida Independent Contractor Agreement (as amended by this Addendum, the "Agreement") between D. R. Horton, Inc., a Delaware corporation, as Owner, and Jr. Davis Construction Company, Inc. Dated as of January 10, 2013, regarding the Work (as defined in the Agreement) to be performed by Contractor on Owner's behalf. All terms defined in the main text of the Agreement and which are not otherwise defined herein shall have the same meanings when used in this Addendum. Notwithstanding any other provision of the Agreement, Owner and Contractor agree as follows:

1. Default by Contractor. Contractor shall be in default should Contractor (a) abandon the Work; (b) assign this Agreement or sublet more than 10% of the gross amount hereof without Owner's prior written consent; (c) refuse or neglect to supply a sufficient number of workmen of the proper skill, or materials of the proper quality; (d) fail in any respect to prosecute the Work required by this Agreement with promptness and diligence; (e) fail to fulfill any provision herein contained; (f) fail to execute the Work in accordance with plans and specifications; (g) fail to pay for labor, services, or materials utilized by Contractor in performance of the Work; (h) fail to carry on and perform any portion of the Work in such a manner that safety and proper construction may be endangered or damage and injury may result to life or property; or (i) should any person assert any claims to any subcontractors' equipment or material, and should subcontractor fail to remedy such within 72 hours after receipt of any such notice. In such case, Owner shall have the right to exercise any and all remedies available to it in the Agreement.
2. Supervision. Contractor shall at all times enforce strict discipline and good order among its agents, employees, and permitted subcontractors, and shall not employ anyone unfit to perform the work assigned to them. Any person adjudged by the Owner or Owner's representatives to be incompetent, disorderly, or otherwise unsatisfactory shall be immediately removed from the Work site and shall, upon verbal or written notice to Contractor by Owner, no longer employed by Contractor to perform the Work.
3. Approved Subcontractors/Suppliers. Contractor agrees to submit, as of the date of this Addendum, a list of all subcontractors and suppliers of material or rental equipment with whom it will contract to perform the Work or portions thereof. Such list is attached hereto as "Schedule A". The entities listed on Schedule A shall not be changed without Owner's prior written consent. Should Owner order the removal of any such entity for reasonable cause shown, Contractor shall remove such entity and replace same with an entity approved by Owner.
4. Contractor's Representative. Contractor shall have a competent and reliable foreman or superintendent as its representative ("Contractor's Representative") on the job at all times during which the Work is being performed.
5. Architect/Engineer's Certificate. Contractor acknowledges and agrees that, if the Work is being performed under the supervision of an architect or engineer of record, the Work shall not be deemed completed until Owner and said architect or engineer of record approves and accepts the same.
6. Site Conditions. Contractor acknowledges that it has personally investigated all of the conditions relative to the Work and is fully aware of all conditions under which the Work is to be performed, including but not limited to subsurface conditions.
7. Damage to Work. Contractor shall be responsible for the repair and/or replacement of any damage or breakage to Contractor's Work or to the work of others which occurs during the course of and/or as a result of Contractor's Work. Contractor shall, upon becoming informed or aware of such damage or breakage, either (i) promptly repair and/or replace such damage or breakage, at Contractor's expense, or (ii) reimburse Owner's costs of repairing or replacing such damage or broken work. Contractor shall at all times take adequate steps to protect its Work.
8. Inspections, Permits and Approvals. Contractor shall arrange for required inspections during construction and obtain inspections and letters of acceptance of the Work. This includes letters of acceptance and final completion letters issued by all agencies, governmental entities and engineers/architects having jurisdiction over the project. Contractor shall be responsible for obtaining all permits and approvals required for the performance of the Work.

Owner shall pay for the cost of the permit, which cost is not included in the Contract Price set forth in Section 28 below.

9. Traffic and Access to Project Site. All traffic control and necessary safety precautions and measures are included in this Agreement as part of the Work. Contractor shall conduct its operations so as to offer the least possible obstruction to other construction traffic within the project and normal vehicle traffic to and from the existing roadway. Contractor will be responsible for all pedestrian and vehicular traffic control and barricades. Contractor shall comply with all requirements established by the applicable governing authorities with jurisdiction over the project, and the conditions of the permits issued for the project. It is the responsibility of Contractor to check and be certain that all traffic control and barricading is up and in place nightly prior to leaving the site.

13. Change Orders. The engineer of record or architect, if any, has been retained by the Owner for technical services only. The engineer and the architect are not authorized to direct the Contractor to perform any changes in the Work which would result in an increase in the Contract Price, or time for the performance of the Work, and Contractor shall not perform said Work without a Change Order signed by the Owner. Notwithstanding anything to the contrary, to the extent that a change in the Work is required due to an act, omission or negligence of the Contractor or any of its lower tiered entities and the change is ordered in writing by Owner, the changed Work shall be performed by Contractor and its applicable lower tiered entities at no additional cost to Owner.

14. Bonds and Notice of Commencement Owner shall have the right to require Contractor to furnish unconditional payment and performance bonds covering faithful performance of the Agreement and payment of obligations arising thereunder on the date of execution of the Agreement, and Contractor shall be solely responsible for paying all premiums associated therewith. Owner is to reimburse the Contractor for the actual cost of the bonds. The bonds provided by Contractor shall be in a form acceptable to Owner and, with respect to the payment bond, in compliance with Section 713.23, Florida Statutes. The bonds shall be issued by surety companies authorized to transact business in the State of Florida, countersigned by a licensed Florida agent of the surety, with a multiple obligee rider naming Owner as an "obligee" thereunder. The bonds shall include coverage for Contractor's obligations relating to latent defects, indemnity and warranty, and shall be delivered to Owner prior to the commencement of the Work.

Owner shall record a Notice of Commencement with respect to the Work, with copies of the payment and performance bonds attached thereto, and Contractor shall be responsible for posting a certified copy of the Notice of Commencement and attached payment and performance bonds at the project site prior to commencing with its Work, and maintaining such posting throughout construction.

15. Protection of Existing Improvements. Contractor assumes responsibility for protecting existing improvements while either tying into or working in vicinity of such improvements (Water/Power/Telephone, etc.). It shall be the responsibility of the Contractor to locate all existing underground lines prior to the start of any trenching, excavation and/or construction. Contractor will notify all governing agencies prior to starting Work. Contractor shall be solely responsible for and shall pay for all costs incurred in repairing any damage to utility lines, pipes, or cables which occur during the performance of Contractor's Work.

16. Preconditions to Payment. Contractor shall supply Owner with shop drawings, technical specifications and material design mixes of all of the material used in this job prior to the submission of its first pay request. The Owner's receipt of said data shall be an unconditional condition precedent to Contractor's right to receive payment of any draw request.

17. Grading. Contractor shall be responsible for maintaining all ponds, swales, ditches, etc. including, but not limited to the slope thereof until such time as the grading is inspected and approved by the governmental entities having jurisdiction over the project, the Owner and Owner's engineers and architects. The grading shall be maintained by Contractor at Contractor's expense, including all repair and replacement of banks, piers, sod, landscaping, and erosion control until final acceptance by the Owner.

18. Wetlands. Contractor shall comply with and pay special attention to work in and around jurisdictional wetland areas. Contractor shall indemnify, defend, and hold harmless Owner from any and all costs, fines, expenses, damages, and mitigation costs which Owner may incur as a result of Contractor's encroachment upon or disturbance of said jurisdictional wetlands.

19. Construction Area. Contractor acknowledges that the Work must be confined to the Construction Area, as described more particularly in the approved construction plan as described in Exhibit "A" of the Agreement. Contractor shall be responsible for any damage or disturbance by its agents, employees, or permitted subcontractors which occurs outside the Construction Area during the course of the Work.

20. Partial Payment Conditions. Notwithstanding anything to the contrary, Contractor acknowledges and agrees that no progress payments shall be due under the Agreement until Contractor has submitted to Owner a complete invoice (or purchase order, if applicable) for such Work, together with all back up documentation required by Owner, including but not limited to the following (all in form and substance satisfactory to Owner and in compliance with the laws of the State of Florida):

(i) A current, duly executed conditional lien release from the Contractor establishing satisfaction of the payment requested by the Contractor in the current invoice or purchase order, together with current, duly executed conditional lien releases from all subcontractors, suppliers and other lower tiered entities, establishing satisfaction of payment of all amounts requested on behalf of such entities by Contractor in the current invoice or purchase order (all in the forms attached hereto as Schedule "B" or other forms agreed to by Owner); and

(ii) Commencing with the second invoice or purchase order submitted by the Contractor and continuing thereafter, a current, duly executed unconditional lien release from the Contractor establishing satisfaction of the payment requested by the Contractor in the previous invoice or purchase order, together with current, duly executed unconditional lien releases from all subcontractors, suppliers and other lower tiered entities, establishing satisfaction of payment of all amounts requested on behalf of such entities by Contractor in the prior invoice or purchase order (all in the forms attached hereto as Schedule "C" or other forms agreed to by Owner); and

(iii) A current interim sworn statement from the Contractor setting forth all subcontractors and vendors with whom the Contractor has subcontracted, the amount of each such subcontract or agreement, the amount requested for any subcontractor or supplier in the invoice, and the amount to be paid to such entities from such progress payment; and

(iv) Such other information, documentation, and materials as the Owner may require, such as copies of invoices, daily logs, purchase orders, Change Orders, inspection and test reports, progress photographs, receipts and requisitions from Contractor's subcontractors and reflecting retainage.

Submission by Contractor of an invoice or purchase order seeking payment shall constitute a representation and confirmation by Contractor that the Work specified therein has been completed in accordance with the Agreement, and that all material suppliers, laborers and subcontractors and other lower tiered entities have been paid in full.

21. Final Payment Conditions. Notwithstanding anything to the contrary, final payment shall not be due and owing under this Agreement until the following conditions precedent have been fully satisfied: (i) the Contractor has fully performed all of the Work (including the completion of all punch-list items), except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; (ii) a final certificate for payment has been signed and approved by the Owner, and all final and unconditional approvals, certifications and inspections related to the Work have been obtained from all applicable governmental entities with jurisdiction over the Project; (iii) Contractor has submitted an invoice/purchase order for the final payment reconciling all prior payments by Owner (in a form approved by Owner); (iv) Owner has received beneficial occupancy of the Work; (v) Contractor has delivered to Owner Contractor's final sworn affidavit (in the form attached hereto as Schedule "D" or other form agreed to by Owner); (vi) Contractor has delivered to Owner Contractor's duly executed final lien release, together with duly executed final lien releases from all subcontractors, suppliers and other lower tiered entities (all in the forms attached hereto as Schedule "E", or other forms agreed to by Owner); and (vii) Contractor has complied with all other requirements of the Agreement and any other reasonable requirements of Owner for the disbursement of such final payment.



22. Governing Law and Venue. This Addendum shall be governed by and construed in accordance with the laws of the State of Florida, and any dispute resolution proceedings shall be held in the county and state in which the Project is located.

23. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

24. Ratification. The terms and provisions set forth in this Addendum shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. Except as revised herein, the Agreement remains unmodified. As modified herein, the Agreement is ratified and confirmed in all respects, and shall continue in full force and effect.

25. Multiple Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

26. Electronic Signature. For purposes of negotiating, executing and amending this Addendum, any signed document transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile or scanned email as a defense to the enforcement of this Addendum.

27. Instructions to Bidders. This Addendum includes attached Schedule "F", Instructions to Bidders that include site specific instructions and bid inclusions.

28. Contract Price. Kindred Ph. 3A Infrastructure. Notwithstanding anything to the contrary, this is a lump sum contract. Owner agrees to pay Contractor the lump sum of Six million eight hundred twenty-one thousand fifty-seven dollars and thirty cents (\$6,821,057.30) as full and complete payment for all of the Work contemplated herein. Payment is to be made on monthly periodic draws in accordance with the Agreement. No payment will be made for stored materials. Refer to attached Schedule "G", Contractor's proposal, for a schedule of values for the Work to be performed (including quantities and unit prices). Contractor shall perform its Work in accordance with and otherwise fully comply with the plans set forth on Schedule "H".

29. Legal Description. The real property upon which the Project site is located is legally described as set forth on Schedule "I".

30. Contract Time and Construction Schedule. Contractor shall complete all of its Work no later than three-hundred seventy-two calendar days (372) following the issuance of a Notice to Proceed by Owner (the "Contract Time"). Contractor shall prepare and deliver to Owner for the Owner's review and approval a comprehensive schedule of the performance of the Contractor's Work. When accepted by Owner, the schedule shall be attached to the Agreement as Schedule "J" ("Construction Schedule") and incorporated by reference herein. The Construction Schedule shall include and/or indicate the dates of (or, where applicable, periods of elapsed time allowed for) Owner approvals, dates when specific information is required by the Contractor from the Owner, and anticipated approval periods (and hearing/meeting dates) required for public authorities having jurisdiction over the Project. Once submitted by the Contractor and approved by Owner, the Contractor will be bound by that Construction Schedule and will not deviate from it without prior written authorization by the Owner. Contractor may adjust dates within the Construction Schedule provided it does not affect the final completion date. Whether or not deviations from the Construction Schedule have been authorized by the Owner, the Contractor shall update this Construction Schedule as necessary to reflect Owner-approved changes or unavoidable deviations and to indicate the probable impact of those deviations on the performance of the Contractor's Work and the Project. However, nothing in this subparagraph shall be construed as an approved extension of the Contract Time, subject to Change Orders approved in writing by Owner, and events beyond Contractor's reasonable control.

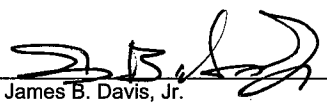
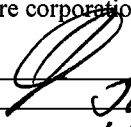


31. Liquidated Damages. Contractor acknowledges and agrees that time is of the essence in completing the Work required hereunder. If Contractor fails to complete the Work (including all conditions precedent to final payment set forth in Section 21 hereof) within the Contract Time, subject to adjustments in the Contract Time as provided for herein, then Contractor will pay Owner liquidated damages in the amount of Three Hundred dollars (\$300.00) per day commencing on the date immediately following the expiration of the Contract Time, and ending on the date that Contractor completes the Work. Contractor acknowledges and agrees that the actual delay damages which Owner will suffer in the event of a delay in achieving final completion of the Work within the Contract Time are difficult, if not impossible, to determine and that the liquidated damages described herein shall in no way be deemed a penalty, and are a fair and reasonable estimate of the delay damages which the Owner is expected to suffer in the event of such delay. Owner may deduct any liquidated damages due hereunder from any payments due Contractor. Until any liquidated damages are paid to the Owner, the Owner will be entitled to receive interest at the rate of six percent (6%) per annum. If liquidated damages are actually recovered by the Owner, liquidated damages will be the Owner's exclusive damage remedy for the Contractor's failure to complete the Work within the Contract Time, but such damages will in no way limit the Owner's exercise of any other rights and remedies under the Agreement or entitlement to damages for any other injury, damage or loss, other than for delay, for which the Contractor may be responsible pursuant to the terms of the Agreement or applicable law. Notwithstanding anything to the contrary set forth herein, if for any reason the liquidated damages as set forth herein are deemed by a court or arbitrator having jurisdiction over the Agreement to be unenforceable, the Owner shall be entitled to receive all damages (including consequential and actual damages) sustained as a result of the Contractor's failure to achieve final completion of the Work on or before the expiration of the Contract Time.

{Remainder of Page Intentionally Left Blank}



IN WITNESS WHEREOF, THE UNDERSIGNED, HAVING READ AND REVIEWED THIS ADDENDUM, HAVE SIGNED THIS ADDENDUM ON THE DATES SHOWN BELOW.

Contractor: Jr. Davis Construction Company, Inc. By:  Print: James B. Davis, Jr. Date: 12/21/2021	Owner: D. R. Horton, Inc., A Delaware corporation By:  Print: John Valantasis Date: 1/11/22
---	---

A
12/27/21

SCHEDULE "A"

LIST OF APPROVED SUBCONTRACTORS AND SUPPLIERS

Handwritten initials or signature in the bottom right corner of the page.

SCHEDULE "A"

LIST OF APPROVED SUBCONTRACTORS AND SUPPLIERS

Subcontractor/Supplier	Scope/Material
Central Florida Silt Fence L.L.C. 3454 Imperial Ave St. Cloud, FL 34772 321-624-8451	Silt Fence, Floating Turbidity Barrier
Acme Barricades 508 Clifton St. Orlando, FL 32808 407-253-4337	MOT Material
Fausnight Stripe and Line, Inc. 910 Charles St. Longwood, FL 32750 PH: 407-261-5446	Roadway Striping
S & L MATERIAL TRANSPORT INC 4216 Quando Drive Orlando, FL 32812 407-812-9975	Material Trucking
Don's Sod Co Inc 4401 Reaves Rd, Kissimmee, FL 34746 407-847-3759	Sod and Seeding
S & L MATERIAL TRANSPORT INC 4216 Quando Drive Orlando, FL 32812 407-812-9975	Crushed Concrete Road Base
The Middlesex Corporation 10801 Cosmonaut Blvd. Orlando, FL 32824 407-206-0077	Asphalt
Rinker Materials 2313 Vulcan Rd Apopka, FL 32703 407-872-0782	RCP & ERCP Pipe
Fortiline 2291 W. Airport Blvd Sanford, FL 32771 407-383-3073	Utility Material
Ferguson Water Works 801 Thorp Rd, Orlando, FL 32824	Inlet Protection, Filter Fabric, Concrete/Brick for Structures
Maschmeyer Concrete 2311 Dinneen Ave, Orlando, FL 32884 407-339-5311	Concrete
Mack Industries, Inc. 23902 County Road 561 Astatula, FL 34705 800-482-6225	Precast Structures



SCHEDULE "B"

**CONTRACTOR'S CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN
(UPON PROGRESS PAYMENT)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ (the "Lienor") for and in consideration of the payment of the sum of \$ _____ and other good and valuable consideration paid by _____ (the "Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Owner and its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises legally described as: **See Schedule "I"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the ____ day of _____, 20__.

THIS IS A CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN AND IS CONDITIONED UPON PAYMENT OF THE CONSIDERATION DESCRIBED ABOVE. IT IS NOT EFFECTIVE UNTIL SAID PAYMENT IS RECEIVED IN PAID FUNDS.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES THE OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS THEREOF, I have hereunto set my hand seal this __ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Print Name of Witness Below:

Print Name of Witness Below:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

a _____ corporation
By: _____
Printed Name: _____
Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



**LOWER TIER CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN
(UPON PROGRESS PAYMENT)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ (the "Lienor") for and in consideration of the payment of the sum of \$_____ and other good and valuable consideration paid by _____ (the "Contractor"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor and _____ (the "Owner"), their successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Schedule "I" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the ___ day of _____, 20__.

THIS IS A CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN AND IS CONDITIONED UPON PAYMENT OF THE CONSIDERATION DESCRIBED ABOVE. IT IS NOT EFFECTIVE UNTIL SAID PAYMENT IS RECEIVED IN PAID FUNDS.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES THE CONTRACTOR, OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS THEREOF, I have hereunto set my hand seal this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Print Name of Witness Below: _____

Print Name of Witness Below: _____

_____ a _____ corporation

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

**LOWER TIER UNCONDITIONAL PARTIAL WAIVER AND RELEASE
(UPON PROGRESS PAYMENT)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ (the "Lienor") for and in consideration of the payment of the sum of \$ _____ and other good and valuable consideration paid by _____ (the "Contractor"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor and _____ (the "Owner"), their successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Schedule "I" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this Unconditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the ____ day of _____, 20__.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR, OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED.

IN WITNESS THEREOF, I have hereunto set my hand seal this __ day of _____, 20__.

**Signed, sealed and delivered
in the presence of:**

Print Name of Witness Below:

Print Name of Witness Below:

a _____ corporation
By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires:

SCHEDULE "D"

CONTRACTOR FINAL AFFIDAVIT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, personally appeared _____ who, after being duly sworn, deposes and says of his/her personal knowledge as follows:

- (1) He/She is the _____ of _____ ("Contractor") which is the contractor in connection with the development of certain improvements located or to be located on the property legally described in attached **Schedule "I"** (the "Property").
- (2) Contractor, pursuant to a contract dated _____ (the "Contract") with _____ ("Owner"), has furnished or caused to be furnished labor, material and services for the construction of said improvements on the Property.
- (3) This affidavit is executed by Contractor for the purpose of obtaining final payment from Owner in the amount of \$_____ for all of the work completed pursuant to the Contract in accordance with the application for payment attached to this affidavit as **Exhibit "2"** ("Application for Payment").
- (4) All work or materials for which payment has been requisitioned in the attached application has been completed or delivered to the Property, as the case may be, and all persons or entities entitled to file a lien against the Property arising of out the materials, services, supplies or labor furnished in connection with the work have been paid in full, except the following lienors:

Name of Lienor	Amount Due
_____	_____
_____	_____
_____	_____

- (5) The undersigned certifies that: (i) the work covered by the attached application for payment has been completed in accordance with the Contract, including, but not limited to the plans and specifications and requirements of all appropriate governmental authorities; (ii) all amounts have been paid by Contractor for work and/or materials for which previous applications for payment were issued and payments received from Owner; and (iii) the current payment shown in the attached application for payment is now due in accordance with the Contract.
- (6) That all waivers and releases delivered to Owner are true, correct and genuine and that there is no claim either legal or equitable to defeat the validity of said waivers and releases, except as may be expressly and specifically set forth therein.

Dated this _____ day of _____, _____.

By: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public
My commission expires: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: DR HORTON
10192 Dowden Road
Orlando, FL 32832

PROJECT: **2111 Kindred Ph. 3A Infrastructure**

APPLICATION NO: 1
PERIOD TO: 12/31/21
INVOICE NO:

Distribution to:
x OWNER
x ARCHITECT
CONTRACTOR

FROM CONTRACTOR: JR DAVIS CONSTRUCTION CO., INC.
210 Hangar Road
KISSIMMEE, FL 34741

VIA ENGINEER:

CONTRACT DATE:

CONTRACT FOR: Sitework

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 6,821,057.30

2. Net change by Change Orders \$ -

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 6,821,057.30

4. TOTAL COMPLETED & STORED TO DATE \$ -
(Column G on G703)

5. RETAINAGE:
a. 10 % of Completed Work \$ -
(Column D+ E on G703)
b. % of Stored Material \$ -
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ -

6. TOTAL EARNED LESS RETAINAGE \$ -
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ -
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ -

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 6,821,057.30
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
Approved this month		
TOTALS	\$ -	\$ -
Net change by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JR DAVIS CONSTRUCTION CO., INC.

By: _____ Date: _____

State of: Florida
County of: Osceola
Subscribed and sworn to before me this _____ Day of _____ 2021

Notary Public: _____
My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

380759014

Owner: D.R. Horton
 Vendor: Jr. Davis Construction Company, Inc.
 DRH Contract No.

Project: Kindred PH 3A - Infrastructure
 JDC Job# 2111
 Invoice

Pay Applc. No. DRAFT
 Period Ending: 12/31/2021
 Date: 12/31/2021

Item No.	Description	Quantity	Unit	Unit Price	Contract Value	PRIOR PERIOD		CURRENT PERIOD		COMPLETED TO DATE		% COMPLETE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
GENERAL CONDITIONS					\$ 110,108.00	\$ -	\$ -	\$ -	0%			
110	Mobilization	1.000	LS	\$11,888.00	\$ 11,888.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
120	Construction Survey / Layout	1.000	LS	\$81,870.00	\$ 81,870.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
130	Certified Asbuilts	1.000	LS	\$16,000.00	\$ 16,000.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
170	Permits (NOI Only)	1.000	LS	\$350.00	\$ 350.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
SITE PREPARATION					\$ 81,585.00	\$ -	\$ -	\$ -	0%			
1010	Construction Entrance	1.000	EA	\$5,704.00	\$ 5,704.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
1020	Silt Fence (Maintenance Only)	9,500.000	LF	\$4.55	\$ 43,225.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
1025	Service Protection Barriers	214.000	EA	\$103.00	\$ 22,042.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
1060	Inlet Protection	61.000	EA	\$174.00	\$ 10,614.00	0.00	\$ -	\$ -	0.00	\$ -	0%	
EARTHWORK					\$ 134,493.75	\$ -	\$ -	\$ -	0%			
1420	Grade Right-of-Way	21,519.000	SY	\$2.80	\$ 60,253.20	\$ -	\$ -	\$ -	0.00	\$ -	0%	
1520	Bahia Sod Right-of-Way	21,519.000	SY	\$3.45	\$ 74,240.55	\$ -	\$ -	\$ -	0.00	\$ -	0%	
SANITARY SEWER SYSTEM					\$ 1,457,579.55	\$ -	\$ -	\$ -	0%			
2005	8" SDR35 PVC (0-6' Cut)	1,632.000	LF	\$27.30	\$ 44,553.60	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2010	8" SDR35 PVC (6-8' Cut)	941.000	LF	\$29.40	\$ 27,474.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2015	8" SDR35 PVC (8-10' Cut)	635.000	LF	\$31.30	\$ 19,875.50	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2020	8" SDR36 PVC (10-12' Cut)	663.000	LF	\$39.65	\$ 26,287.95	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2025	8" SDR36 PVC (12-14' Cut)	1,180.000	LF	\$49.95	\$ 58,941.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2030	8" SDR36 PVC (14-16' Cut)	152.000	LF	\$61.75	\$ 9,386.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2040	8" SDR36 PVC (16-18' Cut)	327.000	LF	\$75.55	\$ 24,704.85	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2045	8" SDR36 PVC (18-20' Cut)	119.000	LF	\$93.30	\$ 11,102.70	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2050	8" DR-18 PVC (18-20' Cut)	126.000	LF	\$106.30	\$ 13,399.80	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2055	8" DR-18 PVC (20-22' Cut)	786.000	LF	\$114.60	\$ 90,075.60	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2060	8" DR-18 PVC (22-24' Cut)	727.000	LF	\$124.25	\$ 90,329.75	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2065	10" HDPE (24-26' Cut)	72.000	LF	\$193.95	\$ 13,964.40	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2105	4" Diameter Sanitary Manhole (0-6' Deep)	7.000	EA	\$5,758.00	\$ 40,306.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2110	4" Diameter Sanitary Manhole (6-8' Deep)	2.000	EA	\$6,190.00	\$ 12,380.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2115	4" Diameter Sanitary Manhole (8-10' Deep)	3.000	EA	\$7,670.00	\$ 23,010.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2120	4" Diameter Sanitary Manhole (10-12' Deep)	2.000	EA	\$9,310.00	\$ 18,620.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2125	5" Diameter Sanitary Manhole (12-14' Deep)	6.000	EA	\$12,232.00	\$ 73,392.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2130	5" Diameter Sanitary Manhole (12-14' Deep)(Lined)	1.000	EA	\$24,856.00	\$ 24,856.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2135	5" Diameter Sanitary Manhole (14-16' Deep)(Lined)	1.000	EA	\$29,844.00	\$ 29,844.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2140	5" Diameter Sanitary Manhole (16-18' Deep)(Lined)	2.000	EA	\$29,844.00	\$ 59,688.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2145	6" Diameter Sanitary Manhole (18-20' Deep)(Lined)	2.000	EA	\$41,665.00	\$ 83,330.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2155	6" Diameter Sanitary Manhole (20-22' Deep)	3.000	EA	\$22,428.00	\$ 67,284.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2160	6" Diameter Sanitary Manhole (22-24' Deep)	1.000	EA	\$24,425.00	\$ 24,425.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2165	6" Diameter Sanitary Manhole (22-24' Deep)(Lined)	2.000	EA	\$40,574.00	\$ 81,148.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2170	6" Dia Sanitary Drop Manhole (24-26' Deep)(Lined)	1.000	EA	\$43,730.00	\$ 43,730.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2180	Double Sanitary Service	109.000	EA	\$1,947.00	\$ 212,223.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2185	Single Sanitary Service	3.000	EA	\$1,469.00	\$ 4,407.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2190	Sanitary Sewer Dewatering	1.000	LS	\$199,210.00	\$ 199,210.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2195	Sanitary Sewer Testing	1.000	LS	\$52,986.00	\$ 52,986.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
SANITARY SEWER LIFT STATION					\$ 664,295.00	\$ -	\$ -	\$ -	0%			
2310	Sanitary Sewer Lift Station	1.000	LS	\$629,013.00	\$ 629,013.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2320	Lift Station Site	1.000	LS	\$35,282.00	\$ 35,282.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
SANITARY FORCE MAIN					\$ 392,086.50	\$ -	\$ -	\$ -	0%			
2410	Core & Connect 6" FM To Entry MH (Rankin)	1.000	EA	\$9,440.00	\$ 9,440.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2415	12" x 8" Wet Tap Connection (Red Canyon)	1.000	EA	\$7,524.00	\$ 7,524.00	\$ -	\$ -	\$ -	0.00	\$ -	0%	
2420	6" C900 DR18 PVC Forcemain	105.000	LF	\$47.70	\$ 4,978.50	\$ -	\$ -	\$ -	0.00	\$ -	0%	

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Owner: D.R. Horton
 Vendor: Jr. Davis Construction Company, Inc.
 DRH Contract No.

Project: Kindred PH 3A - Infrastructure
 JDC Job# 2111
 Invoice

Pay Applic. No. DRAFT
 Period Ending: 12/31/2021
 Date: 12/31/2021

Item No.	Description	Quantity	Unit	Unit Price	Contract Value	PRIOR PERIOD		CURRENT PERIOD		COMPLETED TO DATE		% COMPLETE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
2430	6" FM DI MJ Fittings & Restraints	1.000	LS	\$6,154.00	\$ 6,154.00					0.00	\$ -	0%
2440	6" Forcemain Gate Valve	1.000	EA	\$1,632.00	\$ 1,632.00					0.00	\$ -	0%
2450	8" C900 DR18 PVC Forcemain	4,140.000	LF	\$34.15	\$ 141,381.00					0.00	\$ -	0%
2460	8" FM DI MJ Fittings & Restraints	1.000	LS	\$63,944.00	\$ 63,944.00					0.00	\$ -	0%
2470	8" Forcemain Gate Valve	4.000	EA	\$2,200.00	\$ 8,800.00					0.00	\$ -	0%
2485	FM ARV Assy	14.000	EA	\$9,858.00	\$ 138,012.00					0.00	\$ -	0%
2490	Force Main Pressure Testing	1.000	LS	\$10,821.00	\$ 10,821.00					0.00	\$ -	0%
STORM DRAINAGE SYSTEM					\$ 1,044,223.90							0%
4020	18" Class III RCP	2,191.000	LF	\$56.55	\$ 123,901.05					0.00	\$ -	0%
4030	24" Class III RCP	1,057.000	LF	\$73.85	\$ 78,059.45					0.00	\$ -	0%
4040	30" Class III RCP	1,028.000	LF	\$95.45	\$ 98,218.05					0.00	\$ -	0%
4050	36" Class III RCP	577.000	LF	\$123.85	\$ 71,461.45					0.00	\$ -	0%
4060	42" Class III RCP	399.000	LF	\$199.10	\$ 79,440.90					0.00	\$ -	0%
4440	Type P-5 Curb Inlet, <10'	29.000	EA	\$5,187.00	\$ 150,423.00					0.00	\$ -	0%
4445	Type J-5 Curb Inlet, <10'	2.000	EA	\$8,408.00	\$ 16,812.00					0.00	\$ -	0%
4447	Type J-5 Curb Inlet, >10'	5.000	EA	\$9,831.00	\$ 49,155.00					0.00	\$ -	0%
4450	Type P-6 Curb Inlet, <10'	14.000	EA	\$5,799.00	\$ 81,102.00					0.00	\$ -	0%
4455	Type J-6 Curb Inlet, <10'	3.000	EA	\$8,823.00	\$ 26,469.00					0.00	\$ -	0%
4457	Type J-6 Curb Inlet, >10'	2.000	EA	\$10,504.00	\$ 21,008.00					0.00	\$ -	0%
4520	Type E Inlet, <10'	6.000	EA	\$3,702.00	\$ 22,212.00					0.00	\$ -	0%
4600	P Storm Manhole, <10'	4.000	EA	\$4,452.00	\$ 17,808.00					0.00	\$ -	0%
4605	J Storm Manhole, <10'	2.000	EA	\$8,604.00	\$ 17,208.00					0.00	\$ -	0%
4607	J Storm Manhole, >10'	3.000	EA	\$9,982.00	\$ 29,946.00					0.00	\$ -	0%
4610	Connect To Prev Installed Structures	18.000	EA	\$1,213.00	\$ 21,834.00					0.00	\$ -	0%
4615	Permanent P-5 Top on Existing Structure	5.000	EA	\$2,288.00	\$ 11,440.00					0.00	\$ -	0%
4620	Permanent P-6 Top on Existing Structure	3.000	EA	\$2,799.00	\$ 8,397.00					0.00	\$ -	0%
4645	Storm Drain Dewatering	1.000	LS	\$84,852.00	\$ 84,852.00					0.00	\$ -	0%
4650	Storm Drain Testing	1.000	LS	\$34,477.00	\$ 34,477.00					0.00	\$ -	0%
POTABLE WATER SYSTEM					\$ 835,701.00							0%
5010	Connect To Existing WM	2.000	EA	\$1,420.00	\$ 2,840.00					0.00	\$ -	0%
5015	Temp Lumpers	2.000	EA	\$1,835.00	\$ 3,670.00					0.00	\$ -	0%
5060	8" C900 DR18 PVC Water Main	4,490.000	LF	\$42.15	\$ 189,253.50					0.00	\$ -	0%
5065	8" DI Fittings w/ Restraints	1.000	LS	\$7,984.00	\$ 7,984.00					0.00	\$ -	0%
5070	10" C900 DR18 PVC Water Main	35.000	LF	\$80.30	\$ 2,810.50					0.00	\$ -	0%
5080	12" C900 DR18 PVC Water Main	2,795.000	LF	\$75.20	\$ 210,184.00					0.00	\$ -	0%
5085	12" DI Fittings w/ Restraints	1.000	LS	\$13,588.00	\$ 13,588.00					0.00	\$ -	0%
5130	8" MJ Gate Valve	20.000	EA	\$2,182.00	\$ 43,640.00					0.00	\$ -	0%
5140	10" MJ Gate Valve	1.000	EA	\$2,986.00	\$ 2,986.00					0.00	\$ -	0%
5150	12" MJ Gate Valve	18.000	EA	\$3,743.00	\$ 67,374.00					0.00	\$ -	0%
5160	Fire Hydrant Assembly	10.000	EA	\$6,107.00	\$ 61,070.00					0.00	\$ -	0%
5180	Temp Blow Off Assy	5.000	EA	\$1,793.00	\$ 8,965.00					0.00	\$ -	0%
5185	Auto Flush Assy	2.000	EA	\$7,305.00	\$ 14,610.00					0.00	\$ -	0%
5190	Double Water Service	58.000	EA	\$1,397.00	\$ 81,026.00					0.00	\$ -	0%
5195	Single Water Service	17.000	EA	\$901.00	\$ 15,317.00					0.00	\$ -	0%
5200	4 Gang Meter Assy @ Townhomes	6.000	EA	\$7,023.00	\$ 42,138.00					0.00	\$ -	0%
5205	6 Gang Meter Assy @ Townhomes	6.000	EA	\$8,036.00	\$ 48,216.00					0.00	\$ -	0%
5250	PW Main Testing & Clearance	1.000	LS	\$20,029.00	\$ 20,029.00					0.00	\$ -	0%
REUSE WATER SYSTEM					\$ 600,672.50							0%
6010	Connect To Existing	2.000	EA	\$1,193.00	\$ 2,386.00					0.00	\$ -	0%
6050	6" C900 DR18 PVC Water Main	1,160.000	LF	\$31.20	\$ 36,192.00					0.00	\$ -	0%
6055	6" DI Fittings w/ Restraints	1.000	LS	\$3,630.00	\$ 3,630.00					0.00	\$ -	0%
6060	8" C900 DR18 PVC Water Main	5,840.000	LF	\$43.00	\$ 251,120.00					0.00	\$ -	0%
6065	8" DI Fittings w/ Restraints	1.000	LS	\$42,736.00	\$ 42,736.00					0.00	\$ -	0%

1060

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Owner: D.R. Horton
 Vendor: Jr. Davis Construction Company, Inc.
 DRH Contract No.

Project: Kindred PH 3A - Infrastructure
 JDC Job# 2111
 Invoice

Pay Applic. No. DRAFT
 Period Ending: 12/31/2021
 Date: 12/31/2021

Item No.	Description	Quantity	Unit	Unit Price	Contract Value	PRIOR PERIOD		CURRENT PERIOD		COMPLETED TO DATE		% COMPLETE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
6070	10" C900 DR18 PVC Water Main	155.000	LF	\$64.70	\$ 10,028.50		\$ -		\$ -	0.00	\$ -	0%
6075	10" DI Fittings w/ Restraints	1.000	LS	\$1,731.00	\$ 1,731.00		\$ -		\$ -	0.00	\$ -	0%
6120	8" MJ Gate Valve	8.000	EA	\$1,668.00	\$ 13,344.00		\$ -		\$ -	0.00	\$ -	0%
6130	8" MJ Gate Valve	33.000	EA	\$2,198.00	\$ 72,534.00		\$ -		\$ -	0.00	\$ -	0%
6140	10" MJ Gate Valve	3.000	EA	\$3,063.00	\$ 9,189.00		\$ -		\$ -	0.00	\$ -	0%
6170	Temp Blow Off Assy	7.000	EA	\$1,815.00	\$ 12,705.00		\$ -		\$ -	0.00	\$ -	0%
6190	Double Reuse Water Service	63.000	EA	\$1,388.00	\$ 87,444.00		\$ -		\$ -	0.00	\$ -	0%
6200	Single Reuse Water Service	7.000	EA	\$907.00	\$ 6,349.00		\$ -		\$ -	0.00	\$ -	0%
6205	1" Irrigation Service	10.000	EA	\$2,313.00	\$ 23,130.00		\$ -		\$ -	0.00	\$ -	0%
6210	2" Irrigation Service	3.000	EA	\$2,772.00	\$ 8,316.00		\$ -		\$ -	0.00	\$ -	0%
6250	Reuse Main Testing	1.000	LS	\$19,838.00	\$ 19,838.00		\$ -		\$ -	0.00	\$ -	0%
PAVING					\$ 1,500,312.10		\$ -		\$ -		\$ -	0%
HD Pavement Section (12/8/1.75)												
7002	12" Stabilized Subgrade	3,067.000	SY	\$10.25	\$ 31,436.75		\$ -		\$ -	0.00	\$ -	0%
7004	8" Limerock Base	2,476.000	SY	\$18.10	\$ 44,815.60		\$ -		\$ -	0.00	\$ -	0%
7006	1.75" Asphalt Paving (SP-9.5 or SP-12.5)	2,476.000	SY	\$14.80	\$ 36,644.80		\$ -		\$ -	0.00	\$ -	0%
LD Pavement Section (9/6/1.5)												
7012	9" Stabilized Subgrade	22,537.000	SY	\$10.60	\$ 238,892.20		\$ -		\$ -	0.00	\$ -	0%
7014	6" Limerock Base	17,959.000	SY	\$15.35	\$ 275,670.65		\$ -		\$ -	0.00	\$ -	0%
7016	1.50" Asphalt Paving (SP-9.5 or SP-12.5)	17,943.000	SY	\$12.60	\$ 226,081.80		\$ -		\$ -	0.00	\$ -	0%
Stabilized Utility Access												
7025	Stab over Sanitary (Unpaved Sections)	3,949.000	SY	\$10.50	\$ 41,464.50		\$ -		\$ -	0.00	\$ -	0%
7030	10' x 10' San MH Conc Protection Pad	10.000	EA	\$2,411.00	\$ 24,110.00		\$ -		\$ -	0.00	\$ -	0%
Curbs												
7105	Stabilized Curb Pads	5,185.000	SY	\$1.95	\$ 10,110.75		\$ -		\$ -	0.00	\$ -	0%
7110	A Curb	760.000	LF	\$13.95	\$ 10,602.00		\$ -		\$ -	0.00	\$ -	0%
7125	F Curb	7,400.000	LF	\$22.85	\$ 169,090.00		\$ -		\$ -	0.00	\$ -	0%
7130	Miami Curb	6,280.000	LF	\$15.65	\$ 98,282.00		\$ -		\$ -	0.00	\$ -	0%
7135	Ribbon Curb	2,205.000	LF	\$14.65	\$ 32,303.25		\$ -		\$ -	0.00	\$ -	0%
Sidewalks												
7210	5' Sidewalk	4,092.000	LF	\$28.65	\$ 117,235.80		\$ -		\$ -	0.00	\$ -	0%
7215	6.5' Sidewalk, Thickend Edge @ Parking	845.000	LF	\$43.60	\$ 36,842.00		\$ -		\$ -	0.00	\$ -	0%
7300	Curb Cut Ramps / ADA Ramps	34.000	EA	\$1,729.00	\$ 58,786.00		\$ -		\$ -	0.00	\$ -	0%
7500	Pavement Markings & Signs	1.000	LS	\$47,944.00	\$ 47,944.00		\$ -		\$ -	0.00	\$ -	0%
TOTALS					\$ 6,821,057.30		\$ -		\$ -		\$ -	0%

Gross \$ -
 10% Ret \$ -

SCHEDULE "E"

**CONTRACTOR'S FINAL WAIVER AND RELEASE
(UPON FINAL PAYMENT)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ ("Lienor ") for and in consideration of the payment of the sum of \$ _____ and other good and valuable consideration paid by _____ ("Owner") receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner, or the buildings and improvements on the premises legally described as: See Schedule "I" attached hereto the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this unconditional Final Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and subcontractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied.

THE UNDERSIGNED ACKNOWLEDGES THAT THE OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE PROJECT IS LOCATED.

IN WITNESS THEREOF, I have hereunto set my hand seal this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

_____ a _____ corporation

Print Name of Witness Below:

By: _____
Printed Name: _____
Title: _____

Print Name of Witness Below:

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC
My Commission Expires:



**LOWER TIER FINAL WAIVER AND RELEASE
(UPON FINAL PAYMENT)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ ("Lienor ") for and in consideration of the payment of the sum of \$ _____ and other good and valuable consideration paid by _____ ("Contractor") receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Contractor and _____ ("Owner"), and their successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor or Owner, or the buildings and improvements on the premises legally described as: See Schedule "I" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this unconditional Final Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and subcontractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED.

IN WITNESS THEREOF, I have hereunto set my hand seal this ___ day of _____, 20__.

**Signed, sealed and delivered
in the presence of:**

Print Name of Witness Below:

Print Name of Witness Below:

a _____ corporation

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires:



SCHEDULE "G"

SCHEDULE OF VALUES

SEE ATTACHED CONTRACTOR'S PROPOSAL

Handwritten initials or signature in the bottom right corner of the page.

SCHEDULE "G"
KINDRED PHASE 3A INFRASTRUCTURE

KINDRED PH 3A INFRASTRUCTURE



JR. DAVIS CONSTRUCTION

210 Hangar Road
 Kissimmee, FL, 34741
 Contact: Mike Meridith
 Phone: 407-870-0066
 Email: Mike.Meridith@jr-davis.com

Quote To: Matt Stolz
Company: DR HORTON, INC.
Phone: 407-850-5200
Email: MWStolz@drhorton.com

Proposal Date: December 6, 2021
Date of Plans: May 21, 2021
Revision Date: <Rev 6> 4/20/20
Addendums: N/A

See inclusions and Exclusions on last sheet

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONDITIONS					
110	Mobilization	1.00	LS	11,888.00	11,888.00
120	Construction Survey / Layout	1.00	LS	81,870.00	81,870.00
130	Certified Asbuilts	1.00	LS	16,000.00	16,000.00
170	Permits (NOI Only)	1.00	LS	350.00	350.00
GENERAL CONDITIONS TOTAL					\$110,108.00
SITE PREPARATION					
1010	Construction Entrance	1.00	EA	5,704.00	5,704.00
1020	Silt Fence (Maintenance Only)	9,500.00	LF	4.55	43,225.00
1025	Service Protection Barriers	214.00	EA	103.00	22,042.00
1060	Inlet Protection	61.00	EA	174.00	10,614.00
SITE PREPARATION TOTAL					\$81,585.00
EARTHWORK					
Grading					
1420	Grade Right-of-Way	21,519.00	SY	2.80	60,253.20
Grassing					
1520	Bahia Sod Right-of-Way	21,519.00	SY	3.45	74,240.55
Walls					
EARTHWORK TOTAL					\$134,493.75
SANITARY SEWER SYSTEM					
2005	8" SDR35 PVC (0-6' Cut)	1,632.00	LF	27.30	44,553.60
2010	8" SDR35 PVC (6-8' Cut)	341.00	LF	29.40	10,025.40
2015	8" SDR35 PVC (8-10' Cut)	635.00	LF	31.30	19,875.50
2020	8" SDR26 PVC (10-12' Cut)	663.00	LF	39.65	26,287.95
2025	8" SDR26 PVC (12-14' Cut)	1,180.00	LF	44.95	53,041.00
2030	8" SDR26 PVC (14-16' Cut)	152.00	LF	61.75	9,386.00
2040	8" SDR26 PVC (16-18' Cut)	327.00	LF	75.55	24,704.85
2045	8" SDR26 PVC (18-20' Cut)	119.00	LF	93.30	11,102.70
2050	8" DR-18 PVC (18-20' Cut)	126.00	LF	106.30	13,393.80

INITIALS: :

SCHEDULE "G"
KINDRED PHASE 3A INFRASTRUCTURE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2055	8" DR-18 PVC (20-22' Cut)	786.00	LF	114.60	90,075.60
2060	8" DR-18 PVC (22-24' Cut)	727.00	LF	124.25	90,329.75
2065	10" HDPE (24-26' Cut)	72.00	LF	193.95	13,964.40
2105	4' Diameter Sanitary Manhole (0-6' Deep)	7.00	EA	5,758.00	40,306.00
2110	4' Diameter Sanitary Manhole (6-8' Deep)	2.00	EA	6,190.00	12,380.00
2115	4' Diameter Sanitary Manhole (8-10' Deep)	3.00	EA	7,670.00	23,010.00
2120	4' Diameter Sanitary Manhole (10-12' Deep)	2.00	EA	9,310.00	18,620.00
2125	5' Diameter Sanitary Manhole (12-14' Deep)	6.00	EA	12,232.00	73,392.00
2130	5' Diameter Sanitary Manhole (12-14' Deep)(Lined)	1.00	EA	24,856.00	24,856.00
2135	5' Diameter Sanitary Manhole (14-16' Deep)(Lined)	1.00	EA	29,844.00	29,844.00
2140	5' Diameter Sanitary Manhole (16-18' Deep)(Lined)	2.00	EA	29,844.00	59,688.00
2145	6' Diameter Sanitary Manhole (18-20' Deep)(Lined)	2.00	EA	41,665.00	83,330.00
2155	6' Diameter Sanitary Manhole (20'-22' Deep)	3.00	EA	22,428.00	67,284.00
2160	6' Diameter Sanitary Manhole (22'-24' Deep)	1.00	EA	24,425.00	24,425.00
2165	6' Diameter Sanitary Manhole (22'-24' Deep)(Lined)	2.00	EA	40,574.00	81,148.00
2170	6' Dia Sanitary Drop Manhole (24'-26' Deep)(Lined)	1.00	EA	43,730.00	43,730.00
2180	Double Sanitary Service	109.00	EA	1,947.00	212,223.00
2185	Single Sanitary Service	3.00	EA	1,469.00	4,407.00
2190	Sanitary Sewer Dewatering	1.00	LS	199,210.00	199,210.00
2195	Sanitary Sewer Testing	1.00	LS	52,986.00	52,986.00
	SANITARY SEWER SYSTEM TOTAL				\$1,457,579.55
	SANITARY SEWER LIFT STATION				
2310	Sanitary Sewer Lift Station	1.00	LS	629,013.00	629,013.00
2320	Lift Station Site	1.00	LS	35,282.00	35,282.00
	SANITARY SEWER LIFT STATION TOTAL				\$664,295.00
	SANITARY FORCE MAIN				
2410	Core & Connect 6" FM To Exist MH (Rankin)	1.00	EA	9,440.00	9,440.00
2415	12" x 8" Wet Tap Connection (Red Canyon)	1.00	EA	7,524.00	7,524.00
2420	6" C900 DR18 PVC Forcemain	105.00	LF	41.70	4,378.50
2430	6" FM DI MJ Fittings & Restraints	1.00	LS	6,154.00	6,154.00
2440	6" Forcemain Gate Valve	1.00	EA	1,632.00	1,632.00
2450	8" C900 DR18 PVC Forcemain	4,140.00	LF	34.15	141,381.00
2460	8" FM DI MJ Fittings & Restraints	1.00	LS	63,944.00	63,944.00
2470	8" Forcemain Gate Valve	4.00	EA	2,200.00	8,800.00
2485	FM ARV Assy	14.00	EA	9,858.00	138,012.00
2490	Force Main Pressure Testing	1.00	LS	10,821.00	10,821.00
	SANITARY FORCE MAIN TOTAL				\$392,086.50
	STORM DRAINAGE SYSTEM				
4020	18" Class III RCP	2,191.00	LF	56.55	123,901.05
4030	24" Class III RCP	1,057.00	LF	73.85	78,059.45
4040	30" Class III RCP	1,029.00	LF	95.45	98,218.05
4050	36" Class III RCP	577.00	LF	123.85	71,461.45
4060	42" Class III RCP	399.00	LF	199.10	79,440.90
4440	Type P-5 Curb Inlet, <10'	29.00	EA	5,187.00	150,423.00
4445	Type J-5 Curb Inlet, <10'	2.00	EA	8,406.00	16,812.00

INITIALS: 

SCHEDULE "G"
KINDRED PHASE 3A INFRASTRUCTURE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4447	Type J-5 Curb Inlet, >10'	5.00	EA	9,831.00	49,155.00
4450	Type P-6 Curb Inlet, <10'	14.00	EA	5,793.00	81,102.00
4455	Type J-6 Curb Inlet, <10'	3.00	EA	8,823.00	26,469.00
4457	Type J-6 Curb Inlet, >10'	2.00	EA	10,504.00	21,008.00
4520	Type E Inlet, <10'	6.00	EA	3,702.00	22,212.00
4600	P Storm Manhole, <10'	4.00	EA	4,452.00	17,808.00
4605	J Storm Manhole, <10'	2.00	EA	8,604.00	17,208.00
4607	J Storm Manhole, >10'	3.00	EA	9,982.00	29,946.00
4610	Connect To Prev Installed Structures	18.00	EA	1,213.00	21,834.00
4615	Permanent P-5 Top on Existing Structure	5.00	EA	2,288.00	11,440.00
4620	Permanent P-6 Top on Existing Structure	3.00	EA	2,799.00	8,397.00
4645	Storm Drain Dewatering	1.00	LS	84,852.00	84,852.00
4650	Storm Drain Testing	1.00	LS	34,477.00	34,477.00
	STORM DRAINAGE SYSTEM TOTAL				\$1,044,223.90
	POTABLE WATER SYSTEM				
5010	Connect To Existing WM	2.00	EA	1,420.00	2,840.00
5015	Temp Jumper	2.00	EA	1,835.00	3,670.00
5060	8" C900 DR18 PVC Water Main	4,490.00	LF	42.15	189,253.50
5065	8" DI Fittings w/ Restraints	1.00	LS	7,984.00	7,984.00
5070	10" C900 DR18 PVC Water Main	35.00	LF	80.30	2,810.50
5080	12" C900 DR18 PVC Water Main	2,795.00	LF	75.20	210,184.00
5085	12" DI Fittings w/ Restraints	1.00	LS	13,588.00	13,588.00
5130	8" MJ Gate Valve	20.00	EA	2,182.00	43,640.00
5140	10" MJ Gate Valve	1.00	EA	2,986.00	2,986.00
5150	12" MJ Gate Valve	18.00	EA	3,743.00	67,374.00
5160	Fire Hydrant Assembly	10.00	EA	6,107.00	61,070.00
5180	Temp Blow Off Assy	5.00	EA	1,793.00	8,965.00
5185	Auto Flush Assy	2.00	EA	7,305.00	14,610.00
5190	Double Water Service	58.00	EA	1,397.00	81,026.00
5195	Single Water Service	17.00	EA	901.00	15,317.00
5200	4 Gang Meter Assy @ Townhomes	6.00	EA	7,023.00	42,138.00
5205	6 Gang Meter Assy @ Townhomes	6.00	EA	8,036.00	48,216.00
5250	PW Main Testing & Clearance	1.00	LS	20,029.00	20,029.00
	POTABLE WATER SYSTEM TOTAL				\$835,701.00
	REUSE WATER SYSTEM				
6010	Connect To Existing	2.00	EA	1,193.00	2,386.00
6050	6" C900 DR18 PVC Water Main	1,160.00	LF	31.20	36,192.00
6055	6" DI Fittings w/ Restraints	1.00	LS	3,630.00	3,630.00
6060	8" C900 DR18 PVC Water Main	5,840.00	LF	43.00	251,120.00
6065	8" DI Fittings w/ Restraints	1.00	LS	42,736.00	42,736.00
6070	10" C900 DR18 PVC Water Main	155.00	LF	64.70	10,028.50
6075	10" DI Fittings w/ Restraints	1.00	LS	1,731.00	1,731.00
6120	6" MJ Gate Valve	8.00	EA	1,668.00	13,344.00
6130	8" MJ Gate Valve	33.00	EA	2,198.00	72,534.00
6140	10" MJ Gate Valve	3.00	EA	3,063.00	9,189.00
6170	Temp Blow Off Assy	7.00	EA	1,815.00	12,705.00

INITIALS:  ; 

SCHEDULE "G"
KINDRED PHASE 3A INFRASTRUCTURE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6190	Double Reuse Water Service	63.00	EA	1,388.00	87,444.00
6200	Single Reuse Water Service	7.00	EA	907.00	6,349.00
6205	1" Irrigation Service	10.00	EA	2,313.00	23,130.00
6210	2" Irrigation Service	3.00	EA	2,772.00	8,316.00
6250	Reuse Main Testing	1.00	LS	19,838.00	19,838.00
	REUSE WATER SYSTEM TOTAL				\$600,672.50
	PAVING				
	HD Pavement Section (12/8/1.75)				
7002	12" Stabilized Subgrade	3,067.00	SY	10.25	31,436.75
7004	8" Limerock Base	2,476.00	SY	18.10	44,815.60
7006	1.75" Asphalt Paving (SP-9.5 or SP-12.5)	2,476.00	SY	14.80	36,644.80
	LD Pavement Section (9/6/1.5)				
7012	9" Stabilized Subgrade	22,537.00	SY	10.60	238,892.20
7014	6" Limerock Base	17,959.00	SY	15.35	275,670.65
7016	1.50" Asphalt Paving (SP-9.5 or SP-12.5)	17,943.00	SY	12.60	226,081.80
	Stabilized Utility Access				
7025	Stab over Sanitary (Unpaved Sections)	3,949.00	SY	10.50	41,464.50
7030	10' x 10' San MH Conc Protection Pad	10.00	EA	2,411.00	24,110.00
	Curbs				
7105	Stabilized Curb Pads	5,185.00	SY	1.95	10,110.75
7110	A Curb	760.00	LF	13.95	10,602.00
7125	F Curb	7,400.00	LF	22.85	169,090.00
7130	Miami Curb	6,280.00	LF	15.65	98,282.00
7135	Ribbon Curb	2,205.00	LF	14.65	32,303.25
	Sidewalks				
7210	5' Sidewalk	4,092.00	LF	28.65	117,235.80
7215	6.5' Sidewalk, Thickend Edge @ Parking	845.00	LF	43.60	36,842.00
7300	Curb Cut Ramps / ADA Ramps	34.00	EA	1,729.00	58,786.00
7500	Pavement Markings & Signs	1.00	LS	47,944.00	47,944.00
	PAVING TOTAL				\$1,500,312.10
GRAND TOTAL					6,821,057.30



NOTES:

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

INCLUSIONS:

- 5' X 4" Sidewalk in ROW common areas
- 6.5' Thickened Edge Sidewalk at on-street parking
- Silt Fence Barriers for Services (San, RCL, PW)
- 1.75" HD Paving Section for Southbury Rd Extension
- 1.50" LD Paving Section for Interior Roads & Alleys

INITIALS:  ; 

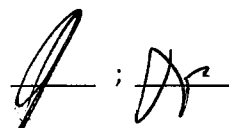

SCHEDULE "G"
KINDRED PHASE 3A INFRASTRUCTURE

- Type F Curb & Miami Curb as depicted on plans (C5.12, 5.13, 5.14, 5.18, 5.19, 5.20, 5.23)(Differs from detail on C9.00)
- Modified Type F Curb at Tree Planters (17 ea)
- PH3A Sanitary Sewer flowing through PH3B to Lift Station (S-39,38,36,34,27,26,25,24)
- PH3B Sanitary Services on above sewer mainline
- 8" Force Main complete from LS to Connection on Red Canyon Drive w/ 14 ARV's
- 6" Force Main stub & MH Connection on Rankin
- 4-Gang (6 ea)& 6-Gang (6 ea)Townhome PW Services
- 1" Rec Area Reuse Service (10 ea)
- 2" Rec Area Reuse Service (3 ea)
- Full Width BOC to ROW Bahia Sod @ no sidewalk areas. ~8' BOC Bahia sod @ Sidewalk locations
- Bahia Sod medians on Southbury

EXCLUSIONS:

- Clearing, Mass Grading, Import/Export Fill, De-mucking
- Sidewalks in front of and/or adjacent to build out lots
- Sidewalks and/or Concrete Paving in Recreation Tracts
- Seed/Mulch/Sod Tracts and or Lots

INITIALS:

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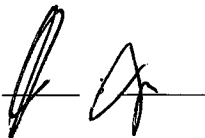
SCHEDULE "H"

List of plans and specs attached.

PA

SCHEDULE "H"
 LIST OF PLANS AND SPECIFICATIONS
 Construction Plans for Kindred Phase 3A (#2111)

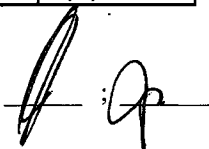
Sheet #	Sheet Title:	Date:
C1.00	COVER	4/20/2020
C1.01	GENERAL NOTES	5/21/2021
C1.02	TOHO WATER AUTHORITY NOTES	5/21/2021
C2.00	MASTER SITE PLAN & SOILS MAP	11/9/2018
C2.01	EXISTING CONDITIONS & EROSION CONTROL PLAN	5/26/2020
C3.00	OVERALL SITE PLAN	11/9/2018
C3.01	TRACT - LOT TABLES & LOT DETAILS	11/9/2018
C3.02	GEOMETRY PLAN	5/21/2021
C3.03	GEOMETRY PLAN	5/21/2021
C3.04	GEOMETRY PLAN	5/21/2021
C3.05	GEOMETRY PLAN	5/21/2021
C3.06	GEOMETRY PLAN	5/21/2021
C3.07	GEOMETRY PLAN	5/21/2021
C3.08	GEOMETRY PLAN	5/21/2021
C3.09	GEOMETRY PLAN	5/21/2021
C3.10	GEOMETRY PLAN	5/21/2021
C3.11	GEOMETRY PLAN	5/21/2021
C3.12	GEOMETRY PLAN	5/21/2021
C3.13	GEOMETRY PLAN	5/21/2021
C4.00	SITE PLAN	5/21/2021
C4.01	SITE PLAN	5/21/2021
C4.02	SITE PLAN	5/21/2021
C4.03	SITE PLAN	5/21/2021
C4.04	SITE PLAN	5/21/2021
C4.05	SITE PLAN	5/26/2020
C4.06	SITE PLAN	5/21/2021
C4.07	SITE PLAN	5/21/2021
C4.08	SITE PLAN	5/21/2021
C4.09	SITE PLAN	4/28/2020
C4.10	SITE PLAN	5/21/2021
C4.11	SITE PLAN	5/21/2021
C5.00	MASTER STORMWATER PLAN	4/28/2020
C5.01	PAVING GRADING & DRAINAGE	5/13/2021
C5.02	PAVING GRADING & DRAINAGE	5/13/2021
C5.03	PAVING GRADING & DRAINAGE	5/13/2021
C5.04	PAVING GRADING & DRAINAGE	12/11/2020
C5.05	PAVING GRADING & DRAINAGE	5/13/2021
C5.06	PAVING GRADING & DRAINAGE	5/21/2021
C5.07	PAVING GRADING & DRAINAGE	12/11/2021
C5.08	PAVING GRADING & DRAINAGE	5/13/2021
C5.09	PAVING GRADING & DRAINAGE	5/21/2021
C5.10	PAVING GRADING & DRAINAGE	5/13/2021
C5.11	PAVING GRADING & DRAINAGE	5/21/2021
C5.12	PAVING GRADING & DRAINAGE	12/11/2020
C5.13	PAVING GRADING & DRAINAGE	5/21/2021
C5.14	PAVING GRADING & DRAINAGE	5/21/2021
C5.15	PAVING GRADING & DRAINAGE	5/21/2021
C5.16	PAVING GRADING & DRAINAGE	5/13/2021
C5.17	PAVING GRADING & DRAINAGE	5/21/2021
C5.18	PAVING GRADING & DRAINAGE	12/11/2020
C5.19	PAVING GRADING & DRAINAGE	5/21/2021

INITIALS: 

SCHEDULE "H"
 LIST OF PLANS AND SPECIFICATIONS
 Construction Plans for Kindred Phase 3A (#2111)

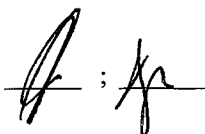
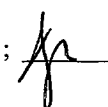
C5.20	PAVING GRADING & DRAINAGE	5/21/2021
C5.21	PAVING GRADING & DRAINAGE	5/21/2021
C5.22	PAVING GRADING & DRAINAGE	5/21/2021
C5.23	PAVING GRADING & DRAINAGE	5/21/2021
C5.24	PAVING GRADING & DRAINAGE	5/21/2021
C5.25	PAVING GRADING & DRAINAGE	5/21/2021
C5.26	PAVING GRADING & DRAINAGE	5/21/2021
C5.27	PAVING GRADING & DRAINAGE	5/21/2021
C5.28	STORM STRUCTURE TABLE	5/13/2021
C5.29	STORM STRUCTURE TABLE	5/21/2021
C5.30	STORM STRUCTURE TABLE	5/21/2021
C6.00	MASTER UTILITY PLAN	12/11/2020
C6.01	POTABLE WATER PLAN	12/11/2020
C6.02	POTABLE WATER PLAN	12/11/2020
C6.03	POTABLE WATER PLAN	12/11/2020
C6.04	POTABLE WATER PLAN	12/11/2020
C6.05	POTABLE WATER PLAN	12/11/2020
C6.06	POTABLE WATER PLAN	12/11/2020
C6.07	POTABLE WATER PLAN	12/11/2020
C6.08	POTABLE WATER PLAN	12/11/2020
C6.09	POTABLE WATER PLAN	12/11/2020
C6.10	POTABLE WATER PLAN	12/11/2020
C6.11	POTABLE WATER PLAN	12/11/2020
C6.12	POTABLE WATER PLAN	12/11/2020
C7.00	SANITARY & REUSE PLAN	12/11/2020
C7.01	SANITARY & REUSE PLAN	12/11/2020
C7.02	SANITARY & REUSE PLAN	12/11/2020
C7.03	SANITARY & REUSE PLAN	12/11/2020
C7.04	SANITARY & REUSE PLAN	12/11/2020
C7.05	SANITARY & REUSE PLAN	12/11/2020
C7.06	SANITARY & REUSE PLAN	12/11/2020
C7.07	SANITARY & REUSE PLAN	12/11/2020
C7.08	SANITARY & REUSE PLAN	12/11/2020
C7.09	SANITARY & REUSE PLAN	12/11/2020
C7.10	SANITARY & REUSE PLAN	12/11/2020
C7.11	SANITARY & REUSE PLAN	12/11/2020
C7.12	SANITARY STRUCTURE TABLE	10/2/2020
C8.00	BITTERROOT ST. PLAN & PROFILE (9+50.00 - 21+50.00)	5/21/2021
C8.01	BITTERROOT ST. PLAN & PROFILE (21+50.00 - 31+50.00)	5/21/2021
C8.02	SOUTHFORK DR. PLAN & PROFILE (34+50.00 - 46+50.00)	12/11/2020
C8.03	SOUTHFORK DR. PLAN & PROFILE (46+50.00 - 56+50.00)	12/11/2020
C8.04	SOUTHFORK DR. PLAN & PROFILE (56+50.00 - 67+75.00)	12/11/2020
C8.05	SOUTHFORK DR. PLAN & PROFILE (67+75.00 - 76+50.00)	12/11/2020
C8.06	HIDEOUT ST. PLAN & PROFILE (79+50.00 - 84+50.00)	5/21/2021
C8.07	BULL HILL RD. PLAN & PROFILE (84+50.00 - 95+75.00)	5/21/2021
C8.08	BULL HILL RD. PLAN & PROFILE (95+75.00 - 105+50.00)	5/21/2021
C8.09	BULL HILL RD. PLAN & PROFILE (105+50.00 - 113+50.00)	12/11/2020
C8.10	BRUSH CREEK RD. PLAN & PROFILE (114+50.00 - 120+50.00)	5/21/2021
C8.11	ECHO VALLEY ST. PLAN & PROFILE (124+50.00 - 130+50.00)	5/21/2021
C8.12	CUCUTTA WAY PLAN & PROFILE (134+50.00 - 144+50.00)	5/21/2021
C8.13	WAGGONER ST. PLAN & PROFILE (149+50.00 - 157+50.00)	5/21/2021
C8.14	LA ESCALERA RD. PLAN & PROFILE (159+50.00 - 165+50.00)	10/2/2020

INITIALS: _____



SCHEDULE "H"
LIST OF PLANS AND SPECIFICATIONS
Construction Plans for Kindred Phase 3A (#2111)

C8.15	BADGER CREEK RD. PLAN & PROFILE (169+50.00 - 176+50.00)	5/21/2021
C8.16	THREE BARS RD. PLAN & PROFILE (179+50.00 - 191+50.00)	12/11/2020
C8.17	THREE BARS RD. PLAN & PROFILE (191+50.00 - 202+75.00)	10/2/2020
C8.17A	THREE BARS RD. (202+75.00 - 208+50.00)	12/11/2020
C8.18	GERONIMO ST. PLAN & PROFILE (209+50.00 - 219+50.00)	10/2/2020
C8.19	WALNUT CREEK DR. PLAN & PROFILE (224+50.00 - 235+50.00)	5/21/2021
C8.20	WALNUT CREEK DR. PLAN & PROFILE (235+50.00 - 246+75.00)	5/21/2021
C8.21	WALNUT CREEK DR. PLAN & PROFILE (246+75.00 - 257+58.00)	5/21/2021
C8.22	WALNUT CREEK DR. PLAN & PROFILE (257+58.00 - 268+50.00)	10/2/2020
C8.23	WALNUT CREEK DR. PLAN & PROFILE (268+50.00 - 274+50.00)	5/21/2021
C8.24	HOWARD MESA DR. PLAN & PROFILE (279+50.00 - 291+50.00)	10/2/2020
C8.25	HOWARD MESA DR. & KINDLE ST. PLAN & PROFILE	5/21/2021
C8.26	KINDLE ST. PLAN & PROFILE (299+50.00 - 310+50.00)	5/21/2021
C8.27	RANKIN ST. PLAN & PROFILE (309+50.00 - 320+50.00)	10/2/2020
C8.28	RANKIN ST. PLAN & PROFILE (320+50.00 - 332+75.00)	5/21/2021
C8.29	KING RANCH ST. PLAN & PROFILE (334+50.00 - 344+50.00)	5/21/2021
C8.30	KING RANCH ST. PLAN & PROFILE (344+50.00 - 349+50.00)	5/21/2021
C8.31	OAK RESERVE DR. PLAN & PROFILE (349+50.00 - 354+50.00)	5/21/2021
C8.32	SOUTHBURY DR. PLAN & PROFILE (354+50.00 - 361+50.00)	5/21/2021
C8.33	SOUTHBURY DR. PLAN & PROFILE (361+50.00 - 368+50.00)	5/21/2021
C8.34	ALLEY 1 PLAN & PROFILE (369+50.00 - 373+50.00)	8/27/2020
C8.35	VERMEJO LN. PLAN & PROFILE (374+50.00 - 378+50.00)	10/2/2020
C8.36	McCOY LN. PLAN & PROFILE (379+50.00 - 383+50.00)	5/21/2021
C8.37	MADDUX LN. PLAN & PROFILE (384+50.00 - 388+50.00)	5/21/2021
C8.38	HARDIN LN. PLAN & PROFILE (389+50.00 - 393+50.00)	5/21/2021
C8.39	ALLEY 6 PLAN & PROFILE (394+50.00 - 401+50.00)	5/21/2021
C8.40	BRASADA LN. PLAN & PROFILE (404+50.00 - 408+50.00)	5/21/2021
C8.41	ALLEY 8 PLAN & PROFILE (409+50.00 - 416+50.00)	5/21/2021
C9.00	SECTIONS & LOT DTLS	5/21/2021
C9.01	SECTIONS	4/28/2020
C9.02	CONTROL STRUCTURE DETAILS	5/21/2021
C9.03	EROSION CONTROL DETAILS	5/21/2021
C9.04	MISCELLANEOUS DETAILS	5/21/2021
C9.05	MISCELLANEOUS DETAILS	5/21/2021
C9.06	MISCELLANEOUS DETAILS	5/21/2021
C9.07	DRAINAGE DETAILS	5/21/2021
C9.08	DRAINAGE DETAILS	5/21/2021
C9.09	DRAINAGE DETAILS	5/21/2021
C9.10	DRAINAGE DETAILS	5/21/2021
C9.11	DRAINAGE DETAILS	5/21/2021
C9.12	TOHO WATER AUTHORITY DETAILS	5/21/2021
C9.13	TOHO WATER AUTHORITY DETAILS	5/21/2021
C9.14	TOHO WATER AUTHORITY DETAILS	5/21/2021
C9.15	TOHO WATER AUTHORITY DETAILS	12/11/2020
C10.00	LIFT STATION 2C DETAIL	10/2/2020
C10.01	LIFT STATION YARD PLAN	12/11/2020
C10.02	LIFT STATION DETAILS	5/21/2021
C10.03	LIFT STATION DETAILS	5/21/2021
C10.04	MASTER POTABLE WATER PLAN	7/29/2020
C10.05	MASTER FORCE MAIN PLAN	10/14/2019
C10.06	KINGS HIGHWAY FORCE MAIN PLAN	7/29/2020
C10.07	MASTER GRAVITY WASTEWATER	8/29/2019

INITIALS:  ; 

SCHEDULE "H"
LIST OF PLANS AND SPECIFICATIONS
Construction Plans for Kindred Phase 3A (#2111)

C10.08	MASTER RECLAIM WATER PLAN	8/29/2019
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INITIALS: :

EXHIBIT "J"

Q A

Activity ID	Activity Name	Planned Duration	Start	Finish	Baseline																
					D	J	F	M	A	M	J	July 2022	A	S	O	N	D	J	F	M	A
Kindred Phases 3A					280d	Dec-03-2021	Jan-06-2023	Kindred Phases 3A													
A220	Duration (Calendar Days) To Substantial	372d	Dec-03-2021	Dec-09-2022	Duration (Calendar Days) To Substantial																
Milestones					280d	Dec-03-2021	Jan-06-2023	Milestones													
A2090	Osceola County Pre-Construction Meeting	0d	Dec-03-2021*		Osceola County Pre-Construction Meeting																
A2100	TWA Pre-Construction Meeting	0d	Dec-03-2021*		TWA Pre-Construction Meeting																
A2110	Contract Execution	0d	Dec-03-2021		Contract Execution																
Phase 3A					280d	Dec-03-2021	Jan-06-2023	Phase 3A													
A210	Osceola County Acceptance	0d	Dec-03-2021		Osceola County Acceptance																
A100	Phase Start Date (PCIR Meeting)	0d	Dec-14-2021*		Phase Start Date (PCIR Meeting)																
A200	TWA Acceptance	0d	Dec-23-2021		TWA Acceptance																
A120	DEP Water Clearance	0d	Oct-21-2022		DEP Water Clearance																
A110	DEP Sanitary Clearance	0d	Nov-11-2022		DEP Sanitary Clearance																
A130	Substantial Completion	0d	Dec-09-2022		Substantial Completion																
A140	Project Punchout	20d	Dec-12-2022	Jan-06-2023	Project Punchout																
A150	Final Completion	0d	Jan-06-2023		Final Completion																
Construction					260d	Dec-03-2021	Dec-09-2022	Construction													
Early Activities					230d	Dec-03-2021	Oct-28-2022	Early Activities													
As-Built					230d	Dec-03-2021	Oct-28-2022	As-Built													
A2750	Sanitary, Force Main, Water, Reclaim for TWA Clea	0d	Dec-03-2021		Sanitary, Force Main, Water, Reclaim for TWA Clearance																
A2760	Paving, Grading, & Drainage	0d	Dec-03-2021		Paving, Grading, & Drainage																
A2740	Water for DEP Clearance	0d	Oct-07-2022		Water for DEP Clearance																
A2750	Sanitary for DEP Clearance	0d	Oct-28-2022		Sanitary for DEP Clearance																
Site Preparation					200d	Dec-03-2021	Sep-27-2022	Site Preparation													
A2790	Construction Entrance	1d	Dec-03-2021		Construction Entrance																
A2770	Silt Fence & Floating Turbidity Barrier Installation	1d	Dec-06-2021		Silt Fence & Floating Turbidity Barrier Installation																
A2800	Service Protection (DR Horton Spec)	5d	Sep-21-2022*		Service Protection (DR Horton Spec)																
Phase 3A					209d	Feb-23-2022	Dec-09-2022	Phase 3A													
Earthwork					45d	Sep-26-2022	Nov-25-2022	Earthwork													
A2850	Final ROW Grading	5d	Sep-26-2022	Sep-30-2022	Final ROW Grading																
A2860	Sod - ROW	5d	Nov-21-2022	Nov-25-2022	Sod - ROW																
A2870	Seed & Mulch - All	3d	Nov-21-2022	Nov-23-2022	Seed & Mulch - All																
Sanitary					168d	Mar-02-2022	Oct-21-2022	Sanitary													
A330	Sanitary Sewer Installation - 2 Crews	58d	Mar-02-2022	May-20-2022	Sanitary Sewer Installation - 2 Crews																
A340	Services	10d	Sep-19-2022	Sep-30-2022	Services																
A360	Clean & Pressure Test System	15d	Oct-03-2022	Oct-21-2022	Clean & Pressure Test System																
Storm					120d	Apr-11-2022	Sep-23-2022	Storm													
A470	Storm System Installation - 1 Crew	80d	Apr-11-2022*	Jul-29-2022	Storm System Installation - 1 Crew																
A490	Cleaning & TV System	10d	Sep-05-2022	Sep-16-2022	Cleaning & TV System																
A480	Set Inlet Tops & Curb Tie-Ins	5d	Sep-19-2022	Sep-23-2022	Set Inlet Tops & Curb Tie-Ins																
Water					75d	Jun-20-2022	Sep-30-2022	Water													
A500	Site Water System Installation - 1 Crew	55d	Jun-20-2022	Sep-02-2022	Site Water System Installation - 1 Crew																
A530	Chlorinate & FH Flow Tests	12d	Sep-05-2022	Sep-20-2022	Chlorinate & FH Flow Tests																
A510	Services	10d	Sep-19-2022	Sep-30-2022	Services																
Reclaim					55d	May-23-2022	Aug-05-2022	Reclaim													
A550	Reclaim System Installation	55d	May-23-2022	Aug-05-2022	Reclaim System Installation																

Remaining Level of Effort
 Actual Work
 Milestone
 Actual Level of Effort
 Remaining Work
 Summary
 Second Baseline
 Critical Remaining Work



[Handwritten signatures]

Activity ID	Activity Name	Planned Duration	Start	Finish	Gantt Chart (D, J, F, M, A, M, J, July 2022, A, S, O, N, D, J, F, M, A)																											
A570	Pressure Testing	10d	Aug-08-2022	Aug-19-2022	[Gantt bar for Pressure Testing]																											
A560	Services	10d	Sep-19-2022	Sep-30-2022	[Gantt bar for Services]																											
Force Main & Lift Station					194d																											
A2330	Set Wet Well	5d	Feb-23-2022	Mar-01-2022	[Gantt bar for Set Wet Well]																											
A2380	Install Settables & Plumb Wet Well	10d	Jun-06-2022	Jun-21-2022	[Gantt bar for Install Settables & Plumb Wet Well]																											
A2390	Complete Lift Station Compound	10d	Aug-10-2022	Aug-23-2022	[Gantt bar for Complete Lift Station Compound]																											
A2300	Install Force Main - 1 Crew	35d	Sep-05-2022	Oct-21-2022	[Gantt bar for Install Force Main - 1 Crew]																											
A3630	Connect To Existing	2d	Oct-24-2022	Oct-25-2022	[Gantt bar for Connect To Existing]																											
A2910	Force Main Pressure Testing	6d	Oct-26-2022	Nov-02-2022	[Gantt bar for Force Main Pressure Testing]																											
A2920	TWA Start-Up	1d	Nov-21-2022	Nov-21-2022	[Gantt bar for TWA Start-Up]																											
Roadways					97d																											
A590	Stabilized Subgrade - 2 Crews	30d	Jul-28-2022	Sep-07-2022	[Gantt bar for Stabilized Subgrade - 2 Crews]																											
A2180	Curb Installation - Hand Work 2 Crews	35d	Aug-08-2022	Sep-23-2022	[Gantt bar for Curb Installation - Hand Work 2 Crews]																											
A590	Curb Installation - Machine Work	20d	Aug-22-2022	Sep-16-2022	[Gantt bar for Curb Installation - Machine Work]																											
A600	Base	20d	Sep-05-2022	Sep-30-2022	[Gantt bar for Base]																											
A620	Sidewalk Installation 2 Crews	38d	Sep-19-2022	Nov-09-2022	[Gantt bar for Sidewalk Installation 2 Crews]																											
A605	Adjust MHs & Valves	5d	Sep-26-2022	Sep-30-2022	[Gantt bar for Adjust MHs & Valves]																											
A630	Paving	10d	Nov-07-2022	Nov-19-2022	[Gantt bar for Paving]																											
A640	Signage & Striping	5d	Dec-05-2022	Dec-09-2022	[Gantt bar for Signage & Striping]																											
Procurement & Fabrication					127d																											
Phase 3A					127d																											
Submittals					12d																											
A650	Sanitary Structures	1d	Dec-03-2021	Dec-03-2021	[Gantt bar for Sanitary Structures]																											
A660	Storm Structures	1d	Dec-03-2021	Dec-03-2021	[Gantt bar for Storm Structures]																											
A670	Lift Station Pumps & Panels	1d	Dec-10-2021	Dec-10-2021	[Gantt bar for Lift Station Pumps & Panels]																											
A680	Water Pipes, Valves, Fittings	1d	Dec-10-2021	Dec-10-2021	[Gantt bar for Water Pipes, Valves, Fittings]																											
A675	Sanitary Sewer Material	1d	Dec-13-2021	Dec-13-2021	[Gantt bar for Sanitary Sewer Material]																											
A690	Reclaim Pipes, Valves, Fittings	1d	Dec-17-2021	Dec-17-2021	[Gantt bar for Reclaim Pipes, Valves, Fittings]																											
A700	Force Main Pipes, Valves, Fittings	1d	Dec-17-2021	Dec-17-2021	[Gantt bar for Force Main Pipes, Valves, Fittings]																											
A710	RCP	1d	Dec-20-2021	Dec-20-2021	[Gantt bar for RCP]																											
A720	Concrete Mix Designs	1d	Dec-20-2021	Dec-20-2021	[Gantt bar for Concrete Mix Designs]																											
A730	Linerock LBRs	1d	Dec-20-2021	Dec-20-2021	[Gantt bar for Linerock LBRs]																											
A740	Asphalt Mix Design	1d	Dec-20-2021	Dec-20-2021	[Gantt bar for Asphalt Mix Design]																											
Approvals					15d																											
A910	Sanitary Structures	1d	Dec-20-2021	Dec-20-2021	[Gantt bar for Sanitary Structures]																											
A920	Storm Structures	1d	Dec-20-2021	Dec-20-2021	[Gantt bar for Storm Structures]																											
A940	Water Pipes, Valves, Fittings	1d	Jan-04-2022	Jan-04-2022	[Gantt bar for Water Pipes, Valves, Fittings]																											
A935	Sanitary Sewer Material	1d	Jan-05-2022	Jan-05-2022	[Gantt bar for Sanitary Sewer Material]																											
A950	Reclaim Pipes, Valves, Fittings	1d	Jan-11-2022	Jan-11-2022	[Gantt bar for Reclaim Pipes, Valves, Fittings]																											
A960	Force Main Pipes, Valves, Fittings	1d	Jan-11-2022	Jan-11-2022	[Gantt bar for Force Main Pipes, Valves, Fittings]																											
A970	RCP	1d	Jan-12-2022	Jan-12-2022	[Gantt bar for RCP]																											
A980	Concrete Mix Designs	1d	Jan-12-2022	Jan-12-2022	[Gantt bar for Concrete Mix Designs]																											
A990	Crushed Concrete LBR's	1d	Jan-12-2022	Jan-12-2022	[Gantt bar for Crushed Concrete LBR's]																											
A995	Asphalt Mix Design	1d	Jan-12-2022	Jan-12-2022	[Gantt bar for Asphalt Mix Design]																											
A930	Lift Station Pumps & Panels	1d	Jan-18-2022	Jan-18-2022	[Gantt bar for Lift Station Pumps & Panels]																											
Delivery					11d																											

Remaining Level of Effort
 Actual Work
 Milestone
 Summary
 Actual Level of Effort
 Remaining Work
 Critical Remaining Work
 Second Baseline



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REQUEST FOR PAYMENT

To: D. R. HORTON INC
 10192 Dowden Rd.

 Orlando, FL 32832

From: Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Contract For: 380759014

Projec 2111-KINDRED PH.3A - CO16 FINAL RETAINAGE

Engineer: Boyd Civil Engineering

Period Ending 8/31/2023
Invoice: 129291
Draw: 22
Invoice Date: 8/31/2023
Contract Date: 12/21/2021

Request for payment:

Original Contract Amount	\$6,821,057.30	
Approved Changes	\$874,985.53	
Revised contract amount		\$7,696,042.83
Contract completed to date		\$7,696,042.83
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less Retainage	\$0.00	
Total completed less retainage		\$7,696,042.83
Less previous requests	\$7,695,727.83	
Current request for payment		\$315.00
Current billing		\$0.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	(\$315.00)	
Current amount due		\$315.00
Remaining contract to bill	\$0.00	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and

AMOUNT CERTIFIED \$315.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation Sheet that are changed to conform to the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

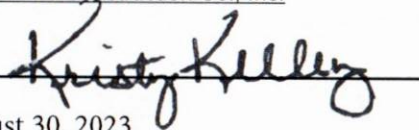
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$874,985.53	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$874,985.53	\$0.00
NET CHANGES By Change Order	\$874,985.53	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor: Jr. Davis Construction Co., Inc.

State of: Florida

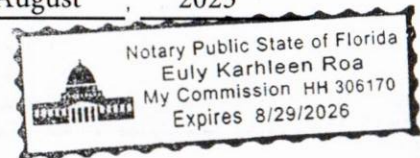
County of: Osceola

By: 
 Date: August 30, 2023

Subscribed and sworn to before me this 30th day of August, 2023

Notary Public: 

My Commission expires: _____



Owner: D.R. Horton
 Vendor: Jr. Davis Construction Company, Inc.
 DRH Contract No.

Project: Kindred PH 3A - Infrastructure
 JDC Job# 2111
 Invoice CO#16 - Final Retainage

Pay Applic. No. 22
 Period Ending: 8/31/2023
 Date: 8/31/2023

Item No.	Description	Quantity	Unit	Unit Price	Contract Value	PRIOR PERIOD		CURRENT PERIOD		COMPLETED TO DATE		%
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	COMPLETE
1 GENERAL CONDITIONS						\$ 110,108.00	\$ 110,108.00		\$ -	\$ 110,108.00	100%	
10	110 Mobilization	1.000	LS	\$11,888.00	\$ 11,888.00	1.00	\$ 11,888.00		\$ -	1.00	\$ 11,888.00	100%
20	120 Construction Survey / Layout	1.000	LS	\$81,870.00	\$ 81,870.00	1.00	\$ 81,870.00		\$ -	1.00	\$ 81,870.00	100%
30	130 Certified Asbuilts	1.000	LS	\$16,000.00	\$ 16,000.00	1.00	\$ 16,000.00		\$ -	1.00	\$ 16,000.00	100%
40	170 Permits (NOI Only)	1.000	LS	\$350.00	\$ 350.00	1.00	\$ 350.00		\$ -	1.00	\$ 350.00	100%
2 SITE PREPARATION						\$ 81,585.00	\$ 81,585.00		\$ -	\$ 81,585.00	100%	
50	1010 Construction Entrance	1.000	EA	\$5,704.00	\$ 5,704.00	1.00	\$ 5,704.00		\$ -	1.00	\$ 5,704.00	100%
60	1020 Silt Fence (Maintenance Only)	9,500.000	LF	\$4.55	\$ 43,225.00	9500.00	\$ 43,225.00		\$ -	9500.00	\$ 43,225.00	100%
70	1025 Service Protection Barriers	214.000	EA	\$103.00	\$ 22,042.00	214.00	\$ 22,042.00		\$ -	214.00	\$ 22,042.00	100%
80	1060 Inlet Protection	61.000	EA	\$174.00	\$ 10,614.00	61.00	\$ 10,614.00		\$ -	61.00	\$ 10,614.00	100%
3 EARTHWORK						\$ 134,493.75	\$ 134,493.75		\$ -	\$ 134,493.75	100%	
90	1420 Grade Right-of-Way	21,519.000	SY	\$2.80	\$ 60,253.20	21519.00	\$ 60,253.20		\$ -	21519.00	\$ 60,253.20	100%
100	1520 Bahia Sod Right-of-Way	21,519.000	SY	\$3.45	\$ 74,240.55	21519.00	\$ 74,240.55		\$ -	21519.00	\$ 74,240.55	100%
4 SANITARY SEWER SYSTEM						\$ 1,457,579.55	\$ 1,457,579.55		\$ -	\$ 1,457,579.55	100%	
110	2005 8" SDR35 PVC (0-6' Cut)	1,632.000	LF	\$27.30	\$ 44,553.60	1632.00	\$ 44,553.60		\$ -	1632.00	\$ 44,553.60	100%
120	2010 8" SDR35 PVC (6-8' Cut)	341.000	LF	\$29.40	\$ 10,025.40	341.00	\$ 10,025.40		\$ -	341.00	\$ 10,025.40	100%
130	2015 8" SDR35 PVC (8-10' Cut)	635.000	LF	\$31.30	\$ 19,875.50	635.00	\$ 19,875.50		\$ -	635.00	\$ 19,875.50	100%
140	2020 8" SDR26 PVC (10-12' Cut)	663.000	LF	\$39.65	\$ 26,287.95	663.00	\$ 26,287.95		\$ -	663.00	\$ 26,287.95	100%
150	2025 8" SDR26 PVC (12-14' Cut)	1,180.000	LF	\$44.95	\$ 53,041.00	1180.00	\$ 53,041.00		\$ -	1180.00	\$ 53,041.00	100%
160	2030 8" SDR26 PVC (14-16' Cut)	152.000	LF	\$61.75	\$ 9,386.00	152.00	\$ 9,386.00		\$ -	152.00	\$ 9,386.00	100%
170	2040 8" SDR26 PVC (16-18' Cut)	327.000	LF	\$75.55	\$ 24,704.85	327.00	\$ 24,704.85		\$ -	327.00	\$ 24,704.85	100%
180	2045 8" SDR26 PVC (18-20' Cut)	119.000	LF	\$93.30	\$ 11,102.70	119.00	\$ 11,102.70		\$ -	119.00	\$ 11,102.70	100%
190	2050 8" DR-18 PVC (18-20' Cut)	126.000	LF	\$106.30	\$ 13,393.80	126.00	\$ 13,393.80		\$ -	126.00	\$ 13,393.79	100%
200	2055 8" DR-18 PVC (20-22' Cut)	786.000	LF	\$114.60	\$ 90,075.60	786.00	\$ 90,075.60		\$ -	786.00	\$ 90,075.60	100%
210	2060 8" DR-18 PVC (22-24' Cut)	727.000	LF	\$124.25	\$ 90,329.75	727.00	\$ 90,329.75		\$ -	727.00	\$ 90,329.75	100%
220	2065 10" HDPE (24-26' Cut)	72.000	LF	\$193.95	\$ 13,964.40	72.00	\$ 13,964.40		\$ -	72.00	\$ 13,964.40	100%
230	2105 4' Diameter Sanitary Manhole (0-6' Deep)	7.000	EA	\$5,758.00	\$ 40,306.00	7.00	\$ 40,306.00		\$ -	7.00	\$ 40,306.00	100%
240	2110 4' Diameter Sanitary Manhole (6-8' Deep)	2.000	EA	\$6,190.00	\$ 12,380.00	2.00	\$ 12,380.00		\$ -	2.00	\$ 12,380.00	100%
250	2115 4' Diameter Sanitary Manhole (8-10' Deep)	3.000	EA	\$7,670.00	\$ 23,010.00	3.00	\$ 23,010.00		\$ -	3.00	\$ 23,010.00	100%
260	2120 4' Diameter Sanitary Manhole (10-12' Deep)	2.000	EA	\$9,310.00	\$ 18,620.00	2.00	\$ 18,620.00		\$ -	2.00	\$ 18,620.00	100%
270	2125 5' Diameter Sanitary Manhole (12-14' Deep)	6.000	EA	\$12,392.00	\$ 73,392.00	6.00	\$ 73,392.00		\$ -	6.00	\$ 73,392.00	100%
280	2130 5' Diameter Sanitary Manhole (12-14' Deep)(Lined)	1.000	EA	\$24,856.00	\$ 24,856.00	1.00	\$ 24,856.00		\$ -	1.00	\$ 24,856.00	100%
290	2135 5' Diameter Sanitary Manhole (14-16' Deep)(Lined)	1.000	EA	\$29,844.00	\$ 29,844.00	1.00	\$ 29,844.00		\$ -	1.00	\$ 29,844.00	100%
300	2140 5' Diameter Sanitary Manhole (16-18' Deep)(Lined)	2.000	EA	\$29,844.00	\$ 59,688.00	2.00	\$ 59,688.00		\$ -	2.00	\$ 59,688.00	100%
310	2145 6' Diameter Sanitary Manhole (18-20' Deep)(Lined)	2.000	EA	\$41,665.00	\$ 83,330.00	2.00	\$ 83,330.00		\$ -	2.00	\$ 83,330.00	100%
320	2155 6' Diameter Sanitary Manhole (20'-22' Deep)	3.000	EA	\$22,428.00	\$ 67,284.00	3.00	\$ 67,284.00		\$ -	3.00	\$ 67,284.00	100%
330	2160 6' Diameter Sanitary Manhole (22'-24' Deep)	1.000	EA	\$24,425.00	\$ 24,425.00	1.00	\$ 24,425.00		\$ -	1.00	\$ 24,425.00	100%
340	2165 6' Diameter Sanitary Manhole (22'-24' Deep)(Lined)	2.000	EA	\$40,574.00	\$ 81,148.00	2.00	\$ 81,148.00		\$ -	2.00	\$ 81,148.00	100%
350	2170 6' Dia Sanitary Drop Manhole (24'-26' Deep)(Lined)	1.000	EA	\$43,730.00	\$ 43,730.00	1.00	\$ 43,730.00		\$ -	1.00	\$ 43,730.00	100%
360	2180 Double Sanitary Service	109.000	EA	\$1,947.00	\$ 212,223.00	109.00	\$ 212,223.00		\$ -	52.70	\$ 212,223.00	100%
370	2185 Single Sanitary Service	3.000	EA	\$1,469.00	\$ 4,407.00	3.00	\$ 4,407.00		\$ -	3.00	\$ 4,407.00	100%
380	2190 Sanitary Sewer Dewatering	1.000	LS	\$199,210.00	\$ 199,210.00	1.00	\$ 199,210.00		\$ -	1.00	\$ 199,210.00	100%
390	2195 Sanitary Sewer Testing	1.000	LS	\$52,986.00	\$ 52,986.00	1.00	\$ 52,986.00		\$ -	1.00	\$ 52,986.00	100%
5 SANITARY SEWER LIFT STATION						\$ 664,295.00	\$ 664,295.00		\$ -	\$ 664,295.00	100%	
400	2310 Sanitary Sewer Lift Station	1.000	LS	\$629,013.00	\$ 629,013.00	1.00	\$ 629,013.00		\$ -	1.00	\$ 629,013.00	100%
410	2320 Lift Station Site	1.000	LS	\$35,282.00	\$ 35,282.00	1.00	\$ 35,282.00		\$ -	1.00	\$ 35,282.00	100%
6 SANITARY FORCE MAIN						\$ 392,086.50	\$ 392,086.50		\$ -	\$ 392,086.50	100%	
420	2410 Core & Connect 6" FM To Exist MH (Rankin)	1.000	EA	\$9,440.00	\$ 9,440.00	1.00	\$ 9,440.00		\$ -	1.00	\$ 9,440.00	100%

430	2415	12" x 8" Wet Tap Connection (Red Canyon)	1.000	EA	\$7,524.00	\$ 7,524.00	1.00	\$ 7,524.00	\$ -	1.00	\$ 7,524.00	100%
440	2420	6" C900 DR18 PVC Forcemain	105.000	LF	\$41.70	\$ 4,378.50	105.00	\$ 4,378.50	\$ -	105.00	\$ 4,378.50	100%
450	2430	6" FM DI MJ Fittings & Restraints	1.000	LS	\$6,154.00	\$ 6,154.00	1.00	\$ 6,154.00	\$ -	1.00	\$ 6,154.00	100%
460	2440	6" Forcemain Gate Valve	1.000	EA	\$1,632.00	\$ 1,632.00	1.00	\$ 1,632.00	\$ -	1.00	\$ 1,632.00	100%
470	2450	8" C900 DR18 PVC Forcemain	4,140.000	LF	\$34.15	\$ 141,381.00	4140.00	\$ 141,381.00	\$ -	4140.00	\$ 141,381.00	100%
480	2460	8" FM DI MJ Fittings & Restraints	1.000	LS	\$63,944.00	\$ 63,944.00	1.00	\$ 63,944.00	\$ -	1.00	\$ 63,944.00	100%
490	2470	8" Forcemain Gate Valve	4.000	EA	\$2,200.00	\$ 8,800.00	4.00	\$ 8,800.00	\$ -	4.00	\$ 8,800.00	100%
500	2485	FM ARV Assy	14.000	EA	\$9,858.00	\$ 138,012.00	14.00	\$ 138,012.00	\$ -	14.00	\$ 138,012.00	100%
510	2490	Force Main Pressure Testing	1.000	LS	\$10,821.00	\$ 10,821.00	1.00	\$ 10,821.00	\$ -	1.00	\$ 10,821.00	100%
	7	STORM DRAINAGE SYSTEM				\$ 1,044,223.90		\$ 1,044,223.90	\$ -		\$ 1,044,223.90	100%
520	4020	18" Class III RCP	2,191.000	LF	\$56.55	\$ 123,901.05	2191.00	\$ 123,901.05	\$ -	2191.00	\$ 123,901.05	100%
530	4030	24" Class III RCP	1,057.000	LF	\$73.85	\$ 78,059.45	1057.00	\$ 78,059.45	\$ -	1057.00	\$ 78,059.45	100%
540	4040	30" Class III RCP	1,029.000	LF	\$95.45	\$ 98,218.05	1029.00	\$ 98,218.05	\$ -	1029.00	\$ 98,218.05	100%
550	4050	36" Class III RCP	577.000	LF	\$123.85	\$ 71,461.45	577.00	\$ 71,461.45	\$ -	577.00	\$ 71,461.45	100%
560	4060	42" Class III RCP	399.000	LF	\$199.10	\$ 79,440.90	399.00	\$ 79,440.90	\$ -	399.00	\$ 79,440.90	100%
570	4440	Type P-5 Curb Inlet, <10'	29.000	EA	\$5,187.00	\$ 150,423.00	29.00	\$ 150,423.00	\$ -	29.00	\$ 150,423.00	100%
580	4445	Type J-5 Curb Inlet, <10'	2.000	EA	\$8,406.00	\$ 16,812.00	2.00	\$ 16,812.00	\$ -	2.00	\$ 16,812.00	100%
590	4447	Type J-5 Curb Inlet, >10'	5.000	EA	\$9,831.00	\$ 49,155.00	5.00	\$ 49,155.00	\$ -	5.00	\$ 49,155.00	100%
600	4450	Type P-6 Curb Inlet, <10'	14.000	EA	\$5,793.00	\$ 81,102.00	14.00	\$ 81,102.00	\$ -	14.00	\$ 81,102.00	100%
610	4455	Type J-6 Curb Inlet, <10'	3.000	EA	\$8,823.00	\$ 26,469.00	3.00	\$ 26,469.00	\$ -	3.00	\$ 26,469.00	100%
620	4457	Type J-6 Curb Inlet, >10'	2.000	EA	\$10,504.00	\$ 21,008.00	2.00	\$ 21,008.00	\$ -	2.00	\$ 21,008.00	100%
630	4520	Type E Inlet, <10'	6.000	EA	\$3,702.00	\$ 22,212.00	6.00	\$ 22,212.00	\$ -	6.00	\$ 22,212.00	100%
640	4600	P Storm Manhole, <10'	4.000	EA	\$4,452.00	\$ 17,808.00	4.00	\$ 17,808.00	\$ -	4.00	\$ 17,808.00	100%
650	4605	J Storm Manhole, <10'	2.000	EA	\$8,604.00	\$ 17,208.00	2.00	\$ 17,208.00	\$ -	2.00	\$ 17,208.00	100%
660	4607	J Storm Manhole, >10'	3.000	EA	\$9,982.00	\$ 29,946.00	3.00	\$ 29,946.00	\$ -	3.00	\$ 29,946.00	100%
670	4610	Connect To Prev Installed Structures	18.000	EA	\$1,213.00	\$ 21,834.00	18.00	\$ 21,834.00	\$ -	18.00	\$ 21,834.00	100%
680	4615	Permanent P-5 Top on Existing Structure	5.000	EA	\$2,288.00	\$ 11,440.00	5.00	\$ 11,440.00	\$ -	5.00	\$ 11,440.00	100%
690	4620	Permanent P-6 Top on Existing Structure	3.000	EA	\$2,799.00	\$ 8,397.00	3.00	\$ 8,397.00	\$ -	3.00	\$ 8,397.00	100%
700	4645	Storm Drain Dewatering	1.000	LS	\$84,852.00	\$ 84,852.00	1.00	\$ 84,852.00	\$ -	1.00	\$ 84,852.00	100%
710	4650	Storm Drain Testing	1.000	LS	\$34,477.00	\$ 34,477.00	1.00	\$ 34,477.00	\$ -	1.00	\$ 34,477.00	100%
	8	POTABLE WATER SYSTEM				\$ 835,701.00		\$ 835,701.00	\$ -		\$ 835,701.00	100%
720	5010	Connect To Existing WM	2.000	EA	\$1,420.00	\$ 2,840.00	2.00	\$ 2,840.00	\$ -	2.00	\$ 2,840.00	100%
730	5015	Temp Jumper	2.000	EA	\$1,835.00	\$ 3,670.00	2.00	\$ 3,670.00	\$ -	2.00	\$ 3,670.00	100%
740	5060	8" C900 DR18 PVC Water Main	4,490.000	LF	\$42.15	\$ 189,253.50	4490.00	\$ 189,253.50	\$ -	4490.00	\$ 189,253.50	100%
750	5065	8" DI Fittings w/ Restraints	1.000	LS	\$7,984.00	\$ 7,984.00	1.00	\$ 7,984.00	\$ -	1.00	\$ 7,984.00	100%
760	5070	10" C900 DR18 PVC Water Main	35.000	LF	\$80.30	\$ 2,810.50	35.00	\$ 2,810.50	\$ -	35.00	\$ 2,810.50	100%
770	5080	12" C900 DR18 PVC Water Main	2,795.000	LF	\$75.20	\$ 210,184.00	2795.00	\$ 210,184.00	\$ -	2795.00	\$ 210,184.00	100%
780	5085	12" DI Fittings w/ Restraints	1.000	LS	\$13,588.00	\$ 13,588.00	1.00	\$ 13,588.00	\$ -	1.00	\$ 13,588.00	100%
790	5130	8" MJ Gate Valve	20.000	EA	\$2,182.00	\$ 43,640.00	20.00	\$ 43,640.00	\$ -	20.00	\$ 43,640.00	100%
800	5140	10" MJ Gate Valve	1.000	EA	\$2,986.00	\$ 2,986.00	1.00	\$ 2,986.00	\$ -	1.00	\$ 2,986.00	100%
810	5150	12" MJ Gate Valve	18.000	EA	\$3,743.00	\$ 67,374.00	18.00	\$ 67,374.00	\$ -	18.00	\$ 67,374.00	100%
820	5160	Fire Hydrant Assembly	10.000	EA	\$6,107.00	\$ 61,070.00	10.00	\$ 61,070.00	\$ -	10.00	\$ 61,070.00	100%
830	5180	Temp Blow Off Assy	5.000	EA	\$1,793.00	\$ 8,965.00	5.00	\$ 8,965.00	\$ -	5.00	\$ 8,965.00	100%
840	5185	Auto Flush Assy	2.000	EA	\$7,305.00	\$ 14,610.00	2.00	\$ 14,610.00	\$ -	2.00	\$ 14,610.00	100%
850	5190	Double Water Service	58.000	EA	\$1,397.00	\$ 81,026.00	58.00	\$ 81,026.00	\$ -	58.00	\$ 81,026.00	100%
860	5195	Single Water Service	17.000	EA	\$901.00	\$ 15,317.00	17.00	\$ 15,317.00	\$ -	17.00	\$ 15,317.00	100%
870	5200	4 Gang Meter Assy @ Townhomes	6.000	EA	\$7,023.00	\$ 42,138.00	6.00	\$ 42,138.00	\$ -	6.00	\$ 42,138.00	100%
880	5205	6 Gang Meter Assy @ Townhomes	6.000	EA	\$8,036.00	\$ 48,216.00	6.00	\$ 48,216.00	\$ -	6.00	\$ 48,216.00	100%
890	5250	PW Main Testing & Clearance	1.000	LS	\$20,029.00	\$ 20,029.00	1.00	\$ 20,029.00	\$ -	1.00	\$ 20,029.00	100%
	9	REUSE WATER SYSTEM				\$ 600,672.50		\$ 600,672.50	\$ -		\$ 600,672.50	100%
900	6010	Connect To Existing	2.000	EA	\$1,193.00	\$ 2,386.00	2.00	\$ 2,386.00	\$ -	2.00	\$ 2,386.00	100%
910	6050	6" C900 DR18 PVC Water Main	1,160.000	LF	\$31.20	\$ 36,192.00	1160.00	\$ 36,192.00	\$ -	1160.00	\$ 36,192.00	100%
920	6055	6" DI Fittings w/ Restraints	1.000	LS	\$3,630.00	\$ 3,630.00	1.00	\$ 3,630.00	\$ -	1.00	\$ 3,630.00	100%
930	6060	8" C900 DR18 PVC Water Main	5,840.000	LF	\$43.00	\$ 251,120.00	5840.00	\$ 251,120.00	\$ -	5840.00	\$ 251,120.00	100%
940	6065	8" DI Fittings w/ Restraints	1.000	LS	\$42,736.00	\$ 42,736.00	1.00	\$ 42,736.00	\$ -	1.00	\$ 42,736.00	100%
950	6070	10" C900 DR18 PVC Water Main	155.000	LF	\$64.70	\$ 10,028.50	155.00	\$ 10,028.50	\$ -	155.00	\$ 10,028.50	100%
960	6075	10" DI Fittings w/ Restraints	1.000	LS	\$1,731.00	\$ 1,731.00	1.00	\$ 1,731.00	\$ -	1.00	\$ 1,731.00	100%
970	6120	6" MJ Gate Valve	8.000	EA	\$1,668.00	\$ 13,344.00	8.00	\$ 13,344.00	\$ -	8.00	\$ 13,344.00	100%

980	6130	8" MJ Gate Valve	33.000	EA	\$2,198.00	\$ 72,534.00	33.00	\$ 72,534.00	\$ -	33.00	\$ 72,534.00	100%
990	6140	10" MJ Gate Valve	3.000	EA	\$3,063.00	\$ 9,189.00	3.00	\$ 9,189.00	\$ -	3.00	\$ 9,189.00	100%
1000	6170	Temp Blow Off Assy	7.000	EA	\$1,815.00	\$ 12,705.00	7.00	\$ 12,705.00	\$ -	7.00	\$ 12,705.00	100%
1010	6190	Double Reuse Water Service	63.000	EA	\$1,388.00	\$ 87,444.00	63.00	\$ 87,444.00	\$ -	63.00	\$ 87,444.00	100%
1020	6200	Single Reuse Water Service	7.000	EA	\$907.00	\$ 6,349.00	7.00	\$ 6,349.00	\$ -	7.00	\$ 6,349.00	100%
1030	6205	1" Irrigation Service	10.000	EA	\$2,313.00	\$ 23,130.00	10.00	\$ 23,130.00	\$ -	10.00	\$ 23,130.00	100%
1040	6210	2" Irrigation Service	3.000	EA	\$2,772.00	\$ 8,316.00	3.00	\$ 8,316.00	\$ -	3.00	\$ 8,316.00	100%
1050	6250	Reuse Main Testing	1.000	LS	\$19,838.00	\$ 19,838.00	1.00	\$ 19,838.00	\$ -	1.00	\$ 19,838.00	100%
	10	PAVING				\$ 1,500,312.10		\$ 1,500,312.10	\$ -		\$ 1,500,312.10	100%
		HD Pavement Section (12/8/1.75)										
1060	7002	12" Stabilized Subgrade	3,067.000	SY	\$10.25	\$ 31,436.75	3067.00	\$ 31,436.75	\$ -	3067.00	\$ 31,436.75	100%
1070	7004	8" Limerock Base	2,476.000	SY	\$18.10	\$ 44,815.60	2476.00	\$ 44,815.60	\$ -	2476.00	\$ 44,815.60	100%
1080	7006	1.75" Asphalt Paving (SP-9.5 or SP-12.5)	2,476.000	SY	\$14.80	\$ 36,644.80	2476.00	\$ 36,644.80	\$ -	2476.00	\$ 36,644.80	100%
		LD Pavement Section (9/6/1.5)										
1090	7012	9" Stabilized Subgrade	22,537.000	SY	\$10.60	\$ 238,892.20	22537.00	\$ 238,892.20	\$ -	22537.00	\$ 238,892.20	100%
1100	7014	6" Limerock Base	17,959.000	SY	\$15.35	\$ 275,670.65	17959.00	\$ 275,670.65	\$ -	17959.00	\$ 275,670.65	100%
1110	7016	1.50" Asphalt Paving (SP-9.5 or SP-12.5)	17,943.000	SY	\$12.60	\$ 226,081.80	17943.00	\$ 226,081.80	\$ -	17943.00	\$ 226,081.80	100%
		Stabilized Utility Access										
1120	7025	Stab over Sanitary (Unpaved Sections)	3,949.000	SY	\$10.50	\$ 41,464.50	3949.00	\$ 41,464.50	\$ -	3949.00	\$ 41,464.50	100%
1130	7030	10' x 10' San MH Conc Protection Pad	10.000	EA	\$2,411.00	\$ 24,110.00	10.00	\$ 24,110.00	\$ -	10.00	\$ 24,110.00	100%
		Curbs										
1140	7105	Stabilized Curb Pads	5,185.000	SY	\$1.95	\$ 10,110.75	5185.00	\$ 10,110.75	\$ -	5185.00	\$ 10,110.75	100%
1150	7110	A Curb	760.000	LF	\$13.95	\$ 10,602.00	760.00	\$ 10,602.00	\$ -	760.00	\$ 10,602.00	100%
1160	7125	F Curb	7,400.000	LF	\$22.85	\$ 169,090.00	7400.00	\$ 169,090.00	\$ -	7400.00	\$ 169,090.00	100%
1170	7130	Miami Curb	6,280.000	LF	\$15.65	\$ 98,282.00	6280.00	\$ 98,282.00	\$ -	6280.00	\$ 98,282.00	100%
1180	7135	Ribbon Curb	2,205.000	LF	\$14.65	\$ 32,303.25	2205.00	\$ 32,303.25	\$ -	2205.00	\$ 32,303.25	100%
		Sidewalks										
1190	7210	5' Sidewalk	4,092.000	LF	\$28.65	\$ 117,235.80	4092.00	\$ 117,235.80	\$ -	4092.00	\$ 117,235.80	100%
1200	7215	6.5' Sidewalk, Thickend Edge @ Parking	845.000	LF	\$43.60	\$ 36,842.00	845.00	\$ 36,842.00	\$ -	845.00	\$ 36,842.00	100%
1210	7300	Curb Cut Ramps / ADA Ramps	34.000	EA	\$1,729.00	\$ 58,786.00	34.00	\$ 58,786.00	\$ -	34.00	\$ 58,786.00	100%
1220	7500	Pavement Markings & Signs	1.000	LS	\$47,944.00	\$ 47,944.00	1.00	\$ 47,944.00	\$ -	1.00	\$ 47,944.00	100%
	CO01	FUEL ESCALATION				\$ 158,270.43		\$ 158,270.43	\$ -		\$ 158,270.43	100%
6000	6000	Fuel Escalation	1.000		\$158,270.43	\$ 158,270.43	1.00	\$ 158,270.43	\$ -	1.00	\$ 158,270.43	100%
	CO02	Sleeving Irrig & Elect				\$ 247,103.43		\$ 247,103.43	\$ -		\$ 247,103.43	100%
6002	6002	Field General Conditions	1.000	LS	\$8,214.45	\$ 8,214.45	1.00	\$ 8,214.45	\$ -	1.00	\$ 8,214.45	100%
6004	6004	Survey	1.000	LS	\$19,088.98	\$ 19,088.98	1.00	\$ 19,088.98	\$ -	1.00	\$ 19,088.98	100%
6006	6006	2 Irrigation Sleeve Install	800.000	LF	\$29.00	\$ 23,200.00	800.00	\$ 23,200.00	\$ -	800.00	\$ 23,200.00	100%
6008	6008	4 Irrigation Sleeve Install	700.000	LF	\$35.00	\$ 24,500.00	700.00	\$ 24,500.00	\$ -	700.00	\$ 24,500.00	100%
6010	6010	6 Irrigation Sleeve Install	700.000	LF	\$39.00	\$ 27,300.00	700.00	\$ 27,300.00	\$ -	700.00	\$ 27,300.00	100%
6012	6012	2 Electrical Sleeve Install	1,400.000	LF	\$28.00	\$ 39,200.00	1400.00	\$ 39,200.00	\$ -	1400.00	\$ 39,200.00	100%
6014	6014	4 Electrical Sleeve Install	3,200.000	LF	\$33.00	\$ 105,600.00	3200.00	\$ 105,600.00	\$ -	3200.00	\$ 105,600.00	100%
	CO03	Crush Concrete in Lieu of Limerock				\$ 95,341.43		\$ 95,341.43	\$ -		\$ 95,341.43	100%
6016	6016	CREDIT HD PVMT: 8" Limerock Base	-2,476.000	SY	\$18.10	\$ (44,815.60)	-2476.00	\$ (44,815.60)	\$ -	-2476.00	\$ (44,815.60)	100%
6018	6018	HD PVMT: 8" Crushed Concrete Base	2,476.000	SY	\$25.78	\$ 63,831.28	2476.00	\$ 63,831.28	\$ -	2476.00	\$ 63,831.28	100%
6020	6020	CREDIT LD PVMT: 6" Limerock Base	-17,959.000	SY	\$15.35	\$ (275,670.65)	-17959.00	\$ (275,670.65)	\$ -	-17959.00	\$ (275,670.65)	100%
6022	6022	LD PVMT: 6" Crushed Concrete Base	17,959.000	SY	\$19.60	\$ 351,996.40	17959.00	\$ 351,996.40	\$ -	17959.00	\$ 351,996.40	100%
	CO04	Revisions				\$ 93,331.27		\$ 93,331.27	\$ -		\$ 93,331.27	100%
6024		CO4: Construction Survey / Layout	1.000	LS	\$2,049.00	\$ 2,049.00	1.00	\$ 2,049.00	\$ -	1.00	\$ 2,049.00	100%
6026		CO4: Certified Asbuilts	1.000	LS	\$2,333.00	\$ 2,333.00	1.00	\$ 2,333.00	\$ -	1.00	\$ 2,333.00	100%
6028		CO4: Add Cost Increase Sanitary Sewer Lift Station	1.000	LS	\$11,787.27	\$ 11,787.27	1.00	\$ 11,787.27	\$ -	1.00	\$ 11,787.27	100%
6030		CO4: STRM: Deduc Type P-5 Curb Inlet <10'	-8.000	EA	\$5,187.00	\$ (41,496.00)	-8.00	\$ (41,496.00)	\$ -	-8.00	\$ (41,496.00)	100%
6032		CO4: STRM: Deduc Type J-5 Curb Inlet <10'	-2.000	EA	\$8,406.00	\$ (16,812.00)	-2.00	\$ (16,812.00)	\$ -	-2.00	\$ (16,812.00)	100%
6034		CO4: STRM: Deduc Type J-5 Curb Inlet >10'	-2.000	EA	\$9,831.00	\$ (19,662.00)	-2.00	\$ (19,662.00)	\$ -	-2.00	\$ (19,662.00)	100%
6036		CO4: STRM: Deduc Type P-6 Curb Inlet <10'	-1.000	EA	\$5,793.00	\$ (5,793.00)	-1.00	\$ (5,793.00)	\$ -	-1.00	\$ (5,793.00)	100%
6038		CO4: STRM: Deduc Type J-6 Curb Inlet <10'	-1.000	EA	\$8,823.00	\$ (8,823.00)	-1.00	\$ (8,823.00)	\$ -	-1.00	\$ (8,823.00)	100%
6040		CO4: STRM: Add Type 'V' Inlet <10'	9.000	EA	\$5,054.00	\$ 45,486.00	9.00	\$ 45,486.00	\$ -	9.00	\$ 45,486.00	100%

6042	CO4: STRM: Type V-J Curb Inlet <10'	3.000	EA	\$8,540.00	\$ 25,620.00	3.00	\$ 25,620.00	\$ -	3.00	\$ 25,620.00	100%
6044	CO4: STRM: Type V-J Curb Inlet >10'	2.000	EA	\$10,114.00	\$ 20,228.00	2.00	\$ 20,228.00	\$ -	2.00	\$ 20,228.00	100%
6046	CO4: STRM: Add 12" Yard Drain	7.000	EA	\$1,176.00	\$ 8,232.00	7.00	\$ 8,232.00	\$ -	7.00	\$ 8,232.00	100%
6048	CO4: STRM: Add 12" HDPE Pipe	604.000	LF	\$50.25	\$ 30,351.00	604.00	\$ 30,351.00	\$ -	604.00	\$ 30,351.00	100%
6050	CO4: STRM: Storm Drain Testing	1.000	LS	\$4,431.00	\$ 4,431.00	1.00	\$ 4,431.00	\$ -	1.00	\$ 4,431.00	100%
6052	CO4: Add 3' Valley Gutter	115.000	LF	\$62.00	\$ 7,130.00	115.00	\$ 7,130.00	\$ -	115.00	\$ 7,130.00	100%
6054	CO4: Add Pavement Markings & Signs	1.000	LS	\$6,606.00	\$ 6,606.00	1.00	\$ 6,606.00	\$ -	1.00	\$ 6,606.00	100%
6056	CO4: Add Pavement Markings & Signs (Phase 2)	1.00	LS	\$21,664.00	\$ 21,664.00	1.00	\$ 21,664.00	\$ -	1.00	\$ 21,664.00	100%
CO05	1FB Year-end work: Asph, SW, Curb, Stripping				\$ 79,062.00		\$ 79,062.00	\$ -		\$ 79,062.00	100%
6058	1FB: 1.5" SP-12.5 Asphalt (Remove/Replace) RCO41	515.00	SY	\$66.18	\$ 34,082.70	515.00	\$ 34,082.70	\$ -	515.00	\$ 34,082.70	100%
6060	1FB: Curb (Remove/Replace) (Handwork) RCO41	330.00	LF	\$77.80	\$ 25,674.00	330.00	\$ 25,674.00	\$ -	330.00	\$ 25,674.00	100%
6062	1FB: 5" Sidewalk (Remove/Replace) (Handwork) RCO41	20.00	LF	\$90.25	\$ 1,805.00	20.00	\$ 1,805.00	\$ -	20.00	\$ 1,805.00	100%
6064	1FB: Striping & Signage (Allowance) RCO41	1.00	LS	\$7,275.30	\$ 7,275.30	1.00	\$ 7,275.30	\$ -	1.00	\$ 7,275.30	100%
6066	1FB: ADD Striping & Signage Add (Allowance) RCO41.1	1.00	LS	\$10,225.00	\$ 10,225.00	1.00	\$ 10,225.00	\$ -	1.00	\$ 10,225.00	100%
CO06	Inlet Top Swap to V Inlet Top				\$ 11,885.63		\$ 11,885.63	\$ -		\$ 11,885.63	100%
6068	CO6: PH2 Remove and Replace P Top w/ V Gate RFCO11	1.00	EA	\$7,699.68	\$ 7,699.68	1.00	\$ 7,699.68	\$ -	1.00	\$ 7,699.68	100%
6070	CO6: PH2 Remove and Replace Pavement RFCO11	1.00	LS	\$4,185.95	\$ 4,185.95	1.00	\$ 4,185.95	\$ -	1.00	\$ 4,185.95	100%
CO07	Tree Mitigation Area				\$ 110,588.31		\$ 110,588.31	\$ -		\$ 110,588.31	100%
6072	CO7: General Conditions - Tree Mitigation Area RFCO10	1.00	LS	\$10,325.40	\$ 10,325.40	1.00	\$ 10,325.40	\$ -	1.00	\$ 10,325.40	100%
6074	CO7: Survey - Tree Mitigation Area RFCO10	1.00	LS	\$3,872.91	\$ 3,872.91	1.00	\$ 3,872.91	\$ -	1.00	\$ 3,872.91	100%
6076	CO7: 6' Concrete Sidewalk - Tree Mitigation Area RFCO10	1785.00	LF	\$54.00	\$ 96,390.00	1785.00	\$ 96,390.00	\$ -	1785.00	\$ 96,390.00	100%
CO08	Mailbox Pad				\$ 2,126.00		\$ 2,126.00	\$ -		\$ 2,126.00	100%
6078	CO8: Survey RCO12	1.00	LS	\$650.00	\$ 650.00	1.00	\$ 650.00	\$ -	1.00	\$ 650.00	100%
6080	CO8: Mailbox Pad RCO12	18.00	SY	\$82.00	\$ 1,476.00	18.00	\$ 1,476.00	\$ -	18.00	\$ 1,476.00	100%
CO09	PH2 Swap P Inlet to V (DS64 & 68)				\$ 23,701.12		\$ 23,701.12	\$ -		\$ 23,701.12	100%
6082	CO9: Rmv/Replace P Top w/ V Gate (DS-64 & DS-68)	2.00	LS	\$7,699.68	\$ 15,399.36	2.00	\$ 15,399.36	\$ -	2.00	\$ 15,399.36	100%
6084	CO9: Remove & Replace Pavement	1.00	SY	\$8,301.76	\$ 8,301.76	1.00	\$ 8,301.76	\$ -	1.00	\$ 8,301.76	100%
CO10	Kindred 2" Irrigation Service for Amenity				\$ 6,498.51		\$ 6,498.51	\$ -		\$ 6,498.51	100%
6086	CO10: AMENITY TREE AREA Field General Cond RCO14	1.00	LS	\$861.94	\$ 861.94	1.00	\$ 861.94	\$ -	1.00	\$ 861.94	100%
6088	CO10: AMENITY 2" Irrigation Service	1.00	EA	\$3,379.34	\$ 3,379.34	1.00	\$ 3,379.34	\$ -	1.00	\$ 3,379.34	100%
6090	CO10: AMENITY R&R Sidewalk	1.00	LS	\$1,757.23	\$ 1,757.23	1.00	\$ 1,757.23	\$ -	1.00	\$ 1,757.23	100%
6092	CO10: AMENITY ROW Restoration	1.00	LS	\$500.00	\$ 500.00	1.00	\$ 500.00	\$ -	1.00	\$ 500.00	100%
CO11	Cross Prairie Park Way 2" Irrigation Service				\$ 6,498.51		\$ 6,498.51	\$ -		\$ 6,498.51	100%
6094	CO11: CPP Field General Conditions RCO1-1951	1.00	LS	\$861.94	\$ 861.94	1.00	\$ 861.94	\$ -	1.00	\$ 861.94	100%
6096	CO11: CPP 2" Irrigation Service	1.00	EA	\$3,379.34	\$ 3,379.34	1.00	\$ 3,379.34	\$ -	1.00	\$ 3,379.34	100%
6098	CO11: CPP R&R Sidewalk	1.00	LS	\$1,757.23	\$ 1,757.23	1.00	\$ 1,757.23	\$ -	1.00	\$ 1,757.23	100%
6100	CO11: CPP ROW Restoration	1.00	LS	\$500.00	\$ 500.00	1.00	\$ 500.00	\$ -	1.00	\$ 500.00	100%
CO12	Hardscape Fill and Grading				\$ 37,428.89		\$ 37,428.89	\$ -		\$ 37,428.89	100%
6102	CO12: PVL: Removing Existing Vegetation	1.00	LS	\$4,939.95	\$ 4,939.95	1.00	\$ 4,939.95	\$ -	1.00	\$ 4,939.95	100%
6104	CO12: PVL: Import Fill from Onsite Source	2783.00	CY	\$2.67	\$ 7,430.61	2783.00	\$ 7,430.61	\$ -	2783.00	\$ 7,430.61	100%
6106	CO12: PVL: Embankment	2783.00	CY	\$0.67	\$ 1,864.61	2783.00	\$ 1,864.61	\$ -	2783.00	\$ 1,864.61	100%
6108	CO12: PVL: Grading	3000.00	SY	\$1.25	\$ 3,750.00	3000.00	\$ 3,750.00	\$ -	3000.00	\$ 3,750.00	100%
6110	CO12: PVL: SOD	1100.00	SY	\$3.64	\$ 4,004.00	1100.00	\$ 4,004.00	\$ -	1100.00	\$ 4,004.00	100%
6112	CO12: OAK: Import Fill from Onsite Source	200.00	CY	\$2.70	\$ 540.00	200.00	\$ 540.00	\$ -	200.00	\$ 540.00	100%
6114	CO12: OAK: Embankment	200.00	CY	\$0.68	\$ 136.00	200.00	\$ 136.00	\$ -	200.00	\$ 136.00	100%
6116	CO12: OAK: Grading	182.00	SY	\$1.25	\$ 227.50	182.00	\$ 227.50	\$ -	182.00	\$ 227.50	100%
6118	CO12: OAK: R&R 5' Sidewalk	1.00	LS	\$3,983.12	\$ 3,983.12	1.00	\$ 3,983.12	\$ -	1.00	\$ 3,983.12	100%
6120	CO12: OAK: ADA Ramps	2.00	EA	\$1,808.00	\$ 3,616.00	2.00	\$ 3,616.00	\$ -	2.00	\$ 3,616.00	100%
6122	CO12: SB: STRM: Connect to Existing	2.00	EA	\$500.00	\$ 1,000.00	2.00	\$ 1,000.00	\$ -	2.00	\$ 1,000.00	100%
6124	CO12: SB: STRM: 12" HDPE Pipe	40.00	LF	\$51.12	\$ 2,044.80	40.00	\$ 2,044.80	\$ -	40.00	\$ 2,044.80	100%
6126	CO12: SB: Grading and Install 12" MES	2.00	EA	\$1,946.15	\$ 3,892.30	2.00	\$ 3,892.30	\$ -	2.00	\$ 3,892.30	100%

	CO13	PH-2 Swap P to V Inlet Lot 108				\$	11,885.63		\$	11,885.63		\$	-		\$	11,885.63		100%
6128		CO13: Remove and Replace P Top w/ V Grate (DS-322)	1.00	LS	\$7,699.68	\$	7,699.68	1.00	\$	7,699.68		\$	-	1.00	\$	7,699.68		100%
6130		CO13: Remove & Replace Pavement	1.00	LS	\$4,185.95	\$	4,185.95	1.00	\$	4,185.95		\$	-	1.00	\$	4,185.95		100%
	CO15	Swap P to V Inlet LOT 659-667				\$	23,701.12		\$	23,701.12		\$	-		\$	23,701.12		100%
6136		CO15: 3A: Rmv & Rplc P Top w/ V Grate (Lot 659 & 667)	2.00	EA	\$7,699.68	\$	15,399.36	2.00	\$	15,399.36		\$	-	2.00	\$	15,399.36		100%
6138		CO15: 3A: Remove & Replace Pavement	1.00	LS	\$8,301.76	\$	8,301.76	1.00	\$	8,301.76		\$	-	1.00	\$	8,301.76		100%
	CO16	PH1FB RED CANYON CROSSWALK SIGNAGE				\$	3,150.00		\$	3,150.00		\$	-		\$	3,150.00		100%
6140		CO16: Ph1FB Red Canyon Crosswalk Signage	1.00	1	\$3,150.00	\$	3,150.00	1.00	\$	3,150.00		\$	-	1.00	\$	3,150.00		100%
						\$	7,731,629.58		\$	7,731,629.58		\$	-		\$	7,731,629.58		100%

Gross	\$	-	\$	7,731,629.58	\$	(0.00)
RETAINAGE	\$	315.00	\$	315.00	\$	315.00
Pay Request	\$	315.00	\$	7,731,314.58	\$	315.00

**CONDITIONAL
WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of **\$315.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through **August 31, 2023** to **D.R. Horton, Inc.** on the job of **D.R. Horton, Inc.** to the following described property:

**Kindred Phase 3A Infrastructure
Osceola County, Florida**

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified or any pending change orders.

DATED on: August 30, 2023

JR DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE, FL 34741

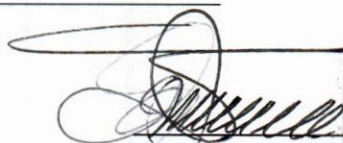


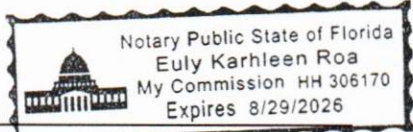
Kristy Kelley, Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 30th day of **August, 2023**, by Kristy Kelley as Secretary of Jr. Davis Construction Company, Inc., on behalf of the corporation.
Who is:

Personally known
 Produced Identification
Type of Identification Produced _____





NOTARY PUBLIC
My Commission Expires _____

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

September 14, 2023

Town of Kindred Community Development District II
c/o Brian Mendes, District Manager
Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Kindred Phase 3A Improvements

Dear Brian,

Pursuant to the *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated June 5th, 2020 and *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property [Expansion Area]*, dated March 20, 2023 ("**Acquisition Agreement**"), by and between the Town of Kindred Community Development District II ("**District**") and D.R. Horton, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds, warranties or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

Sincerely,
D.R. HORTON, INC.

Name: John Valautasis
Title: CITIZEN

[SIGNATURE ON FOLLOWING PAGE]
Name: _____
Title: _____

September 14, 2023

Town of Kindred Community Development District II
c/o Brian Mendes, District Manager
Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Kindred Phase 3A Improvements

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- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds, warranties or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

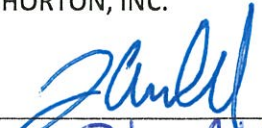
Agreed to by:
TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II

[SIGNATURE ON PRIOR PAGE] _____

Name: _____

Title: _____

Sincerely,
D.R. HORTON, INC.



Name: John A. [unclear]
Title: Vice President

Name: _____

Title: _____

EXHIBIT A

Description of Kindred Phase 3A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Rights-of-Way), Tract A-1 (Private Alleyway), Tract RW-1 (Future Right-of-Way), "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements located within Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Public Rights-of-Way) and Tract RW-1 (Future Right-of-Way), as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within the rights-of-way designated as Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Rights-of-Way), Tract A-1 (Private Alleyway), Tract RW-1 (Future Right-of-Way), Tracts 5015 and 5020 (Stormwater Ponds), and the "Drainage Easements," and "Drainage and Utility Easements," as identified on the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 3A of the project as described in the *Amended & Restated Engineer's Report*, dated February 9, 2023, as supplemented from time to time.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$835,701.00	\$798,944.76	\$0.00	\$36,756.24
Sanitary Sewer	\$2,513,961.05	\$2,403,390.69	\$0.00	\$110,570.36
Reuse	\$600,672.50	\$574,253.40	\$0.00	\$26,419.10
Roadways	\$1,500,312.10	\$1,434,324.58	\$0.00	\$65,987.52
Surface Water Management	\$4,606,015.21	\$4,403,431.01	\$0.00	\$202,584.20
Totals	\$10,056,661.86	\$9,614,344.44	\$0.00	\$442,317.42


CORPORATE DECLARATION REGARDING COSTS PAID
[KINDRED PHASE 3A IMPROVEMENTS]

D.R. HORTON, INC., a Delaware corporation ("Developer"), does hereby certify to the Town of Kindred Community Development District II ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Amended & Restated Engineer's Report*, dated February 9, 2023, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 12 day of Sept., 2023.

D.R. HORTON, INC.

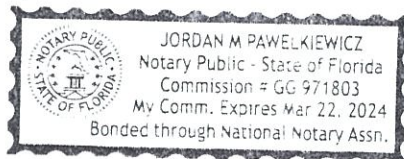



Name: John Auld
Title: Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 12 day of Sept, 2023, by John Auld as Vice President of D.R. Horton, Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced as identification.

(NOTARY SEAL)





NOTARY PUBLIC, STATE OF Florida
Name: Jordan Pawelkiewicz
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Kindred Phase 3A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Rights-of-Way), Tract A-1 (Private Alleyway), Tract RW-1 (Future Right-of-Way), "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements located within Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Public Rights-of-Way) and Tract RW-1 (Future Right-of-Way), as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 3A of the project as described in the *Amended & Restated Engineer's Report*, dated February 9, 2023, as supplemented from time to time.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$835,701.00	\$798,944.76	\$0.00	\$36,756.24
Sanitary Sewer	\$2,513,961.05	\$2,403,390.69	\$0.00	\$110,570.36
Reuse	\$600,672.50	\$574,253.40	\$0.00	\$26,419.10
Roadways	\$1,500,312.10	\$1,434,324.58	\$0.00	\$65,987.52
Surface Water Management	\$4,606,015.21	\$4,403,431.01	\$0.00	\$202,584.20
Totals	\$10,056,661.86	\$9,614,344.44	\$0.00	\$442,317.42

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[KINDRED PHASE 3A IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 19TH day of SEPTEMBER, 2023, by Jr. Davis Construction Co., Inc. ("Contractor"), with an address of 210 Hangar Road, Kissimmee, Florida 34741, in favor of the **Town of Kindred Community Development District II** ("District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at is c/o Rizzetta & Company, Inc., 3434 Colwell Ave, Suite 200, Tampa, Florida 33614.

RECITALS

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement*, dated January 10, 2013, as modified by that *Addendum to Florida Independent Contractor Agreement*, dated April 18, 2022 ("**Contract**") and between Contractor and D.R. Horton, Inc., ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding

requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ 481,053.99 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

JR. DAVIS CONSTRUCTION CO., INC.

By: [Signature]
Its: President

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of SEPTEMBER, 2023, by JAMES B. DAVIS, JR. as PRESIDENT of Jr. Davis Construction Co., Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Kristy Kelley
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)

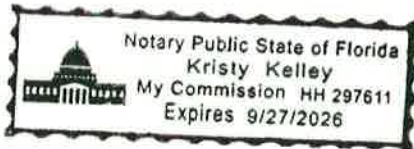


EXHIBIT A

Description of Kindred Phase 3A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Rights-of-Way), Tract A-1 (Private Alleyway), Tract RW-1 (Future Right-of-Way), "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 3A of the project as described in the *Amended & Restated Engineer's Report*, dated February 9, 2023, as supplemented from time to time.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$835,701.00	\$798,944.76	\$0.00	\$36,756.24
Sanitary Sewer	\$2,513,961.05	\$2,403,390.69	\$0.00	\$110,570.36
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Totals	\$10,056,661.86	\$9,614,344.44	\$0.00	\$442,317.42

DISTRICT ENGINEER'S CERTIFICATE
[KINDRED PHASE 3A IMPROVEMENTS]

SEPTEMBER 11TH, 2023

Board of Supervisors
Town of Kindred Community Development District II

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Boyd Civil Engineering, Inc. ("**District Engineer**"), as District Engineer for the Town of Kindred Community Development District II ("**District**") and does hereby make the following certifications in connection with the District's acquisition from D.R. Horton, Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated February 9, 2023, as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

BOYD CIVIL ENGINEERING, INC.

Xabier Guericagoitia
Xabier Guericagoitia, P.E.
Florida Registration No. 51951
District Engineer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of SEPTEMBER, 2023, by XABIER GUERRICAGOITIA as DIRECTOR OF ENGINEERING of BOYD CIVIL ENGINEERING, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Addison Elisabeth Engeman
Notary Public
State of Florida
Comm# HH087775
Expires 2/1/2025

Addison Elisabeth Engeman
NOTARY PUBLIC, STATE OF FLORIDA

Name: ADDISON ELISABETH ENGEMAN
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Kindred Phase 3A Improvements

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<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$835,701.00	\$798,944.76	\$0.00	\$36,756.24
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Surface Water Management	\$4,606,015.21	\$4,403,431.01	\$0.00	\$202,584.20
Totals	\$10,056,661.86	\$9,614,344.44	\$0.00	\$442,317.42

BILL OF SALE AND LIMITED ASSIGNMENT
[KINDRED PHASE 3A IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the **12** day of **September**, 2023, by and between D.R. Horton, Inc., a Delaware corporation, with an address of 1341 Horton Circle, Arlington, Texas 76011 (“Grantor”), and Town of Kindred Community Development District II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“District” or “Grantee”) whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave, Suite 200, Tampa, Florida 33614.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “Property”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, “**AS IS, WHERE IS**”, AND “**WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown,

suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

D.R. HORTON, INC.

By: [Signature]
Name: Mike Robertson

[Signature]
Name: John Auld
Title: Vice President

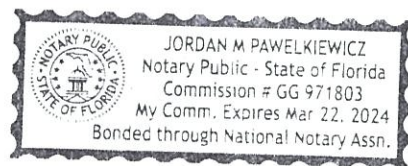
By: [Signature]
Name: MEDALIO JORGE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12 day of Sept, 2023, by John Auld as Vice President of D.R. Horton, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Jordan Pawelkiewicz
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Kindred Phase 3A Improvements

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<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
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Totals	\$10,056,661.86	\$9,614,344.44	\$0.00	\$442,317.42

BILL OF SALE
[KINDRED PHASE 3A IMPROVEMENTS - ROADWAYS]

KNOW ALL MEN BY THESE PRESENTS, that **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Osceola County, Florida, whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 (hereinafter referred to as “**SELLER**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **OSCEOLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as “**COUNTY**”), has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Public Rights-of-Way) and Tract RW-1 (Future Right-of-Way), as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE
[KINDRED PHASE 3A IMPROVEMENTS - ROADWAYS]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this the 14th day of September 2023.

WITNESS

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

Lu Clark

Print Name: Louis Au Li

By: *[Signature]*
Print Name: John Valentasis
Its: Chairman

[Signature]

Print Name: Alexander Vesinshvili

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of September, 2023, by John Valentasis, as Chairman of the Town of Kindred Community Development District II, on behalf of the District, who is personally known to me or has produced _____ as identification.

[Affix Seal Here]



Sydney D. Kendrick
Notary Public
State of Florida
Comm# HH089057
Expires 2/3/2025

Sydney D. Kendrick
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Sydney D. Kendrick
My Commission Expires: 2/3/2025
Commission Number: HH089057

BILL OF SALE
[KINDRED PHASE 3A IMPROVEMENTS - UTILITIES]

KNOW ALL MEN BY THESE PRESENTS:

That **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Purchased Assets."


TO HAVE AND TO HOLD the same unto Toho, its successors and assigns forever.

And the Seller, on behalf of itself and its successors, hereby covenants to and with Toho, its successors and assigns, that it has not previously conveyed the Purchased Assets to any other person or entity.

And Toho has been given the opportunity to inspect, or has inspected, the Purchased Assets and agrees to accept the Purchased Assets in its existing state and location.

IN WITNESS WHEREOF, the Seller hereto executes this document on the date and year written below their signature.

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II**

By: 
Printed Name: John Valantasi
Title: Chairman

Date: 2/14/23

EXHIBIT "A"

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon:

Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Rights-of-Way), Tract A-1 (Private Alleyway), Tract RW-1 (Future Right-of-Way), "Utility Easements" and "Drainage and Utility Easements," as identified in the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 13th day of September 2023, by and between:

D.R. Horton, Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 1341 Horton Circle, Arlington, Texas 76011 ("**Grantor**"); and

Town of Kindred Community Development District II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("**Property**"):

Southbury Drive, Brasada Lane, Oak Reserve Drive, Geronimo Street, Rankin Street, King Ranch Street, Walnut Creek Drive, Southfork Drive (Rights-of-Way), Tract A-1 (Private Alleyway), Tracts 5005A, 5085, 5090, 5095, 5095A, 5175, 5180, 5185, 5190, 5195, 5200 and 5205 (Open Space), Tracts 5015 and 5020 (Stormwater Ponds), as identified on the plat known as *Kindred Phase 3A*, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

D.R. HORTON, INC.

By: [Signature]
Name: Mike Robertson
Address: 1092 Duvalton Rd
Orlando FL 32832

By: [Signature]
Name: John Auld
Title: Vice President

By: [Signature]
Name: Anthony Benitez
Address: 1092 Duvalton Rd
Orlando, FL 32832

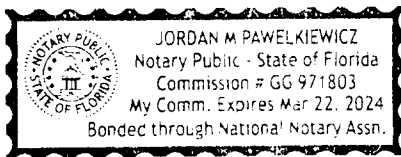
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of Sept, 2023, by John Auld, as Vice President 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.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Jordan Pawelkiewicz
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Bill of Sale that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Bill of Sale. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Bill of Sale shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS**". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Bill of Sale. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Bill of Sale. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of D.R. Horton, Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc.

(g) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS BILL OF SALE, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS BILL OF SALE.

(h) Sovereign Immunity. Regardless of anything in the Bill of Sale, or herein, to the contrary, nothing in the Bill of Sale, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[KINDRED PHASE 3A]**

THIS EASEMENT AGREEMENT is made and entered into this 14th day of September, 2023, by and among:

D.R. Horton, Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 1341 Horton Circle, Arlington, Texas 76011 ("**Developer**"); and

Kindred Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 ("**Association**"); and

Town of Kindred Community Development District II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established 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 plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements” and “Drainage and Utility Easements” as identified on the plat entitled, ***Kindred Phase 3A, as recorded at Plat Book 32, Pages 180 - 185, of the Official Records of Osceola County, Florida.***

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the

United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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 ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

D.R. HORTON, INC.

By: [Signature]
Name: Mike Robertson

By: [Signature]
Name: John Auld
Title: Vice President

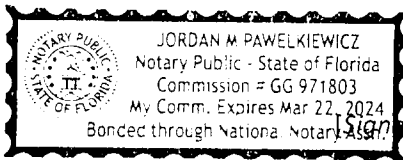
By: [Signature]
Name: HERALD JEGE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of Sept., 2023, by John Auld as Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Jordan Pawelkiewicz
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Signatures continue on following page]

WITNESSES

KINDRED HOMEOWNERS' ASSOCIATION, INC.

By: Greg Hines
Name: Gregory Hines

By: Mel Witz
Name: Melissa Dotson
Title: President

By: Alexander Leontinev
Name: Alexander Leontinev

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of September, 2023, by Melissa Dotson as President of Kindred Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Sydney D. Kendrick
NOTARY PUBLIC, STATE OF Florida



Sydney D. Kendrick
Notary Public
State of Florida
Comm# HH089057
Expires 2/3/2025

Name: Sydney D. Kendrick
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESSES

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT II

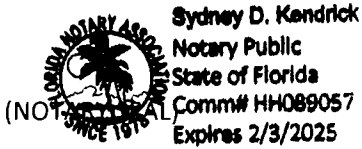
By: [Signature]
Name: Alexander Leininger

By: [Signature]
Name: John Valentasi
Title: Chair

By: [Signature]
Name: Louis Arcelli

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of September, 2023, by John Valentasi as Chair of the Town of Kindred Community Development District II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced [Signature] as identification.

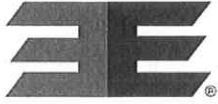


[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Sydney D. Kendrick
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

TAB 13



ENVERA SERVICES AGREEMENT CHANGE ORDER

"Client": Town of Kindred Community Development District II
 "Community": Town of Kindred II CDD
 "Premises": Phase III Amenity, Kissimmee, Florida
 "Services" to be Added: Active Video Surveillance; Access Control; Passive Video Surveillance
 "Services" to be Removed: None

Change Order Date: 12/20/2023
 Agreement Number: 00002404
 Quote Number: Q-13402

Client hereby authorizes and directs Envera to make change(s) to the above project as set forth on this Change Order and agrees to pay the additional amounts provided by this Change Order. The work contemplated by this Change Order shall be performed under the same terms and conditions as the Services set forth in the original Agreement between the parties.

EQUIPMENT TO BE ADDED OR REMOVED FROM PRIOR ORDER

Equipment installed under Agreement No. 3027.

Total Change in Installation Fee: \$0.00
 50% Installation Deposit Due: \$0.00

INCREASES OR DECREASES TO SCHEDULE OF FEES

Effective beginning with invoice for services performed as of the billing start date.

Amenity - Active & Passive Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
5	Actively Monitored Outdoor Camera	\$50.00	\$250.00
9	Passive Standard Camera	\$25.00	\$225.00
1	Service & Maintenance Plan	\$239.90	\$239.90
Amenity - Active & Passive Video Surveillance TOTAL:			\$714.90

Amenity - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$250.00	\$250.00
1	Service & Maintenance Plan	\$113.27	\$113.27
Amenity - Access Control TOTAL:			\$363.27

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Change in Monthly Service Rates: \$1,078.17

0.00% Sales Tax: \$0.00

Total Change in Monthly Service Rates with Sales Tax: \$1,078.17

2 Month Pre-Payment Deposit Due: \$2,156.34

IN WITNESS WHEREOF, the parties have executed this Change Order on the dates written below.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

Signature:



Name:

Brian Mendes

Title:

District Manager

Date:

12/27/23

Signature:

DocuSigned by:

6825348C4AEF47F...

Name:

Addi Aloya

Title:

CEO

Date:

1/12/2024

COPY VIEW

TAB 14



Proposal #66243

Date: 11/17/2023

PO #

Randy Preston

Customer:


Property:
Town of Kindred
1450 Diamond Loop Dr
Kissimmee, FL 32738

Red canyon and Silverato flats project

Remove grasses in the middle island and install Carissa Hollys.

Default Group \$5,565.00

Items	Quantity	Unit	Price/Unit	Price
Property Improvements				
Demo/ Site Prep	16.00	Hr	\$55.00	\$880.00
Debris Removal	1.00	Hr	\$100.00	\$100.00
Holly Carrisa - 3g Plant Installed - GCS	300.00	3g	\$14.00	\$4,200.00
Mini pine bark	7.00	cuyd	\$55.00	\$385.00
			PROJECT TOTAL:	\$5,565.00

By 
Randy Preston
Date 11/17/2023
United Land Services

By _____
Date _____
Town of Kindred

Kindred 2 3 oaks Cross Prairie EXT.

Date 11/20/2023
Customer Brian Mendes | Rizzetta & Company |
Property Town of Kindred | 1450 Diamond Loop Dr | Kissimmee, FL 32738
PO #

Remove and Replace 3 oaks, 10 white fountain grasses as well as 15 bags of mini pine bark

Default Group
Property Improvements

Items	Quantity	Unit	Price/Unit	Price
Demo / Debris Removal / Site Prep	1.00	Hr	\$125.00	\$125.00
Labor - Landscaping	16.00	Hr	\$65.00	\$1,040.00
Live Oak	3.00	45 gal	\$525.00	\$1,575.00
White Fountain Grass (3g)	10.00	3 gal	\$17.00	\$170.00
Pine Bark Mini Nuggets (Bag)	15.00	ea	\$4.20	\$63.00
Equipment Rental	1.00	Day	\$207.00	\$207.00

Property Improvements: \$3,180.00

PROJECT TOTAL: \$3,180.00

Terms & Conditions

By 
 Randy Preston

Date 11/20/2023
 United Land Services

By *Brian Mendes*

Date 11/21/23
 Town of Kindred

TAB 15



Quarterly Compliance Audit Report

Town of Kindred II

Date: March 2024 - 1st Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

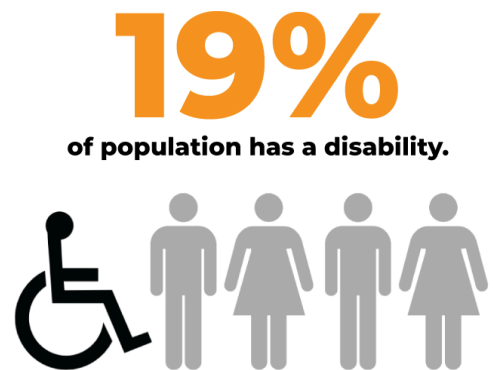
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web