

**K – BAR RANCH III  
COMMUNITY DEVELOPMENT  
DISTRICT**

**JULY 10, 2025**

**AGENDA PACKAGE**



2005 PAN AM CIRCLE SUITE 300  
TAMPA, FL 33607

# **K-Bar Ranch III Community Development District**

## **Board of Supervisors**

Carlos de la Ossa, Chairman  
Nick Dister, Vice Chairperson  
Kyle Smith, Assistant Secretary  
Alberto Viera, Assistant Secretary  
Ryan Motko, Assistant Secretary

## **District Staff**

Jayna Cooper, District Manager  
Tucker Mackie, District Counsel  
Boyan Pargov, District Engineer

## **Regular Meeting Agenda**

Thursday, August 07, 2025, at 2:00 p.m.

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The Regular Meeting of the **K-Bar Ranch III Community Development District** will be held on **August 07, 2025 at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

**Meeting ID:** 263 935 216 491 **Passcode:** Sd7Lo6KB

**Dial-in by phone** +1 646-838-1601 **Pin:** 151 133 964#

## **REGULAR MEETING OF THE BOARD OF SUPERVISORS**

### **1. CALL TO ORDER/ROLL CALL**

### **2. PUBLIC COMMENTS**

*(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)*

### **3. PUBLIC HEARING ON ADOPTING FISCAL YEAR 2026 FINAL BUDGET**

- A.** Open Public Hearing on Adopting FY 2026 Final Budget
- B.** Discussion on Fiscal Year 2026 Final Budget
- C.** Close Public Hearing on Adopting FY 2026 Final Budget
- D.** Consideration of Resolution 2025-18; Adopting the FY 2026 Budget
- E.** Consideration of Resolution 2025-19; Levying the O&M Assessments

### **4. BUSINESS ITEMS**

- A.** Consideration of Resolution 2025-20; Re-Designation of Officers
- B.** Consideration of Resolution 2025-21; Re-Designation of Registered Agent
- C.** Consideration of Resolution 2025-22; Re-Allocating a Portion of Construction Funds from Bond Proceeds
- D.** Consideration of Resolution 2025-23; Ratification of Series 2025 Bonds
- E.** Consideration of Resolution 2025-24; Setting the FY 2026 Meeting Schedule
- F.** Consideration of Development Agreement - CDD Infrastructure Work – K-Bar Ranch – Raw Land – Phases 1C, 1D-1 & 1D-2
- G.** Consideration of Partial Assignment of Acquisition Agreement

### **5. CONSENT AGENDA**

- A.** Approval of Minutes of the July 10, 2025, Regular Meeting
- B.** Approval of Minutes of the July 21, 2025, Emergency Meeting
- C.** Ratification of Stantec Engineering Consulting Proposal

**6. STAFF REPORTS**

A. District Counsel

B. District Engineer

C. District Manager

**7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**

**8. ADJOURNMENT**

**RESOLUTION 2025-18**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the K-Bar Ranch III Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") 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 general-purpose government(s) 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 on the Proposed Budget 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 in accordance with Section 189.016, *Florida Statutes*; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> 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.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BUDGET**

- a. 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.
- b. 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 K-Bar Ranch III Community Development District for the Fiscal Year Ending September 30, 2026."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 7TH DAY OF AUGUST 2025.**

ATTEST:

**K-BAR RANCH III COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2026 Budget

# **K-Bar Ranch III**

Community Development District

## ***Annual Operating and Debt Service Budget***

**Fiscal Year 2026**

***Modified tentative budget***

Prepared by:



**K-Bar Ranch III**  
**Community Development District**

**Summary of Revenues, Expenditures and Changes in Fund Balances**

<b>ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET FY 2025</b>	<b>ANNUAL BUDGET FY 2026</b>
<b>REVENUES</b>		
Interest - Investments	-	-
Operations & Maintenance Assmts - On Roll	-	-
Special Assmnts- CDD Collected	-	-
Developer Contributions	765,562	787,343
Other Miscellaneous Revenues	-	-
<b>TOTAL REVENUES</b>	<b>\$ 765,562</b>	<b>\$ 787,343</b>
<b>EXPENDITURES</b>		
<b>Financial &amp; Administrative</b>		
Supervisor Fees	9,600	9,600
District Management	25,000	25,000
Field Management	14,257	14,257
Financial/Revenue Collections	3,500	3,500
Accounting Services	17,500	17,500
Special Services	2,500	2,500
Website Admin Services	1,500	1,500
District Engineer	12,500	12,500
District Counsel	12,500	15,000
Trustees Fees	4,000	4,000
Auditing Services	5,200	5,200
Postage, Phone, Faxes, Copies	150	150
Assessment Roll	5,000	5,000
Legal Advertising	1,500	1,500
Bank Fees	200	200
Dues, Licenses & Fees	175	175
Onsite Office Supplies	100	100
Website ADA Compliance	1,800	1,800
Disclosure Report	3,500	3,500
Misc Admin	250	250
<b>Total Financial &amp; Administrative</b>	<b>\$ 120,732</b>	<b>\$ 123,232</b>
<b>Insurance</b>		
General Liability	4,075	4,075
Public Officials Insurance	2,475	2,475
Property & Casualty Insurance	28,215	28,215
<b>Total Insurance</b>	<b>\$ 34,765</b>	<b>\$ 34,765</b>

**K-Bar Ranch III**  
**Community Development District**

**Summary of Revenues, Expenditures and Changes in Fund Balances**

<b>ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET FY 2025</b>	<b>ANNUAL BUDGET FY 2026</b>
<b>Utility Services</b>		
Utility - All Others	18,810	18,810
Street Lights	94,050	94,050
Amenity Internet	1,129	1,129
Water/Waste	12,540	12,540
<b>Total Utility Services</b>	<b>\$ 126,529</b>	<b>\$ 126,529</b>
<b>Amenity</b>		
Pool Permits	611	611
Janitorial - Contract	13,825	13,825
Janitorial - Supplies/Other	1,310	1,310
Garbage Dumpster - Rental/Collection	9,217	9,217
Amenity R&M	18,434	18,434
Facilty AC	1,746	1,746
Dog Waste Station	2,620	2,620
Playground Maintenance	3,687	3,687
Access Control R&M	3,493	3,493
Entrance Monuments, Gates, Walls R&M	9,217	9,217
Sidewalk, Pavement, Signage R&M	11,060	11,060
Pool Maintenance - Contract	20,957	20,957
Pool Treatments & Other R&M	4,366	4,366
Special Events	873	873
Holiday Decorations	4,366	4,366
<b>Total Amenity</b>	<b>\$ 105,783</b>	<b>\$ 105,783</b>
<b>Landscape and Pond Maintanace</b>		
Landscape Maintenance - Contract	253,465	253,465
Landscaping - R&M	9,217	9,217
Landscaping - Mulch	18,294	18,294
Landscaping - Annuals	23,042	23,042
Landscaping - Plant Replacement Program	27,651	27,651
Irrigation Maintenance	13,825	13,825
Aquatics - Contract	51,540	51,540
<b>Total Landscape and Pond Maintenance</b>	<b>\$ 397,034</b>	<b>\$ 397,034</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 784,843</b>	<b>\$ 787,343</b>

K-Bar Ranch III

Community Development District

Assessment Summary

Fiscal Year 2026 vs. Fiscal Year 2025

ASSESSMENT ALLOCATION						
Product		Units	O&M Assessment			
			FY 2026	FY 2025	Dollar Change	Percent Change
TH		188	\$ 967.35	\$ -	\$ 967.35	n/a
SF 50'		284	\$ 1,289.80	\$ -	\$ 1,289.80	n/a
SF 60'		187	\$ 1,547.76	\$ -	\$ 1,547.76	n/a
		659				

**RESOLUTION 2025-19**  
**[FY 2026 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); 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 K-Bar Ranch III Community Development District ("**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, located in Hillsborough 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**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT:**

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit 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 **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. **Maximum Rate.** 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.
- 3. **RESERVED.**
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.

  - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). 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 property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

    - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2025**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2025**, **25%** due no later than **February 1, 2026**, and **25%** due no later than **May 1, 2026**.
    - ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2025**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the

following schedule: **50%** due no later than **December 1, 2025**, **25%** due no later than **February 1, 2026**, and **25%** due no later than **May 1, 2026**.

- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect 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.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. 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.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

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**PASSED AND ADOPTED THIS 7TH DAY OF AUGUST 2025.**

ATTEST:

**K-BAR RANCH III COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budget

**Exhibit B:** Assessment Roll

**RESOLUTION 2025-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF K-BAR RANCH III  
COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE OFFICERS OF  
THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, K-Bar Ranch III Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) previously designated the Officers of the District; and

**WHEREAS**, the Board now desires to re-designate certain Officers.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.**      Carlos de la Ossa is appointed Chairman.  
                     Nicholas Dister is appointed Vice Chairman.  
                     Brian Lamb is appointed Secretary.  
                     Leah Popelka is appointed Treasurer.  
                     Angel Montagna is appointed Assistant Secretary.  
                     Jayna Cooper is appointed Assistant Secretary.  
                     Albert Viera is appointed Assistant Secretary.  
                     Ryan Motko is appointed Assistant Secretary.  
                     Kyle Smith is appointed Assistant Secretary.

**Section 2.**      All prior designations which are inconsistent with the designations herein are forthwith rescinded.

**Section 2.**      This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED THIS 7<sup>TH</sup> DAY OF AUGUST 2025.**

**K-BAR RANCH III  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**ASSISTANT SECRETARY**

**RESOLUTION 2025-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF K-BAR RANCH III  
COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING  
THE CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED  
OFFICE OF K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT.**

**WHEREAS**, the K-Bar Ranch III Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tampa, Florida; 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 permitted 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 K-  
BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** John Vericker of Straley Robin Vericker, P.A. is hereby designated as the Registered Agent for the District.

**SECTION 2.** The District’s Registered Office shall be located at 1510 West Cleveland Street, Tampa, Florida 33606.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with the City of Tampa and the Florida Department of Commerce.

**SECTION 4.** This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED AND ADOPTED** this 7th day of August 2025.

**ATTEST:**

**K-BAR RANCH III COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Carlos de la Ossa  
Chair, Board of Supervisors

## RESOLUTION 2025-22

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT ALLOCATING \$2,500,000.00 OF THE CONSTRUCTION FUNDS FROM THE SERIES 2025 GENERAL SUBACCOUNT FOR THE \$15,205,000.00 K-BAR RANCH III SPECIAL ASSESSMENT BONDS, SERIES 2025 FOR CERTAIN PORTIONS OF THE SERIES 2025 PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “**Board**”) of the K-Bar Ranch III Community Development District (the “**District**”) previously indicated its intention to construct and/or acquire certain public improvements to be constructed within the District, as described in the Engineer’s Report dated March 27, 2025 (the “**2025 Engineer’s Report**”), prepared for the K-Bar Ranch III Community Development District (the “**2025 Project**”);

**WHEREAS**, the District issued its \$15,205,000.00 Special Assessment Bonds, Series 2025 (the “**Series 2025 Bonds**”) that generated a total net proceeds of \$14,119,742.02 to finance a portion of the acquisition and/or construction of the Series 2025 Project with \$4,669,742.02 in its Series 2025 General Subaccount (the “**Construction Account**”), \$7,700,000.00 in its Phase 1E Subaccount and \$1,750,000.00 in the Phase 2 Subaccount to pay for the Series 2025 Project.

**WHEREAS**, Parcels 1C, 1D-1, and 1D-2 are within the District and are described in the 2025 Engineers Report (“**Perry Homes Parcels**”); and

**WHEREAS**, the Board desires to allocate \$2,500,000.00 from the Construction Account for acquisition and construction of a portion of the 2025 Project benefiting the Perry Homes Parcels.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS AS FOLLOWS:**

**Section 1. Authority for This Resolution.** This Resolution is adopted pursuant to Chapter 190, Florida Statutes.

**Section 2. Allocation of a Portion of the Funds in the Series 2025 Construction Account.** The District hereby allocates \$2,500,000.00 from the Construction Account to fund construction of the portion of the Series 2025 Project benefiting the Perry Homes Parcels. Prior to approving any requisitions, the District Manager and District Engineer shall verify with the Trustee of the Series 2025 Bonds that there are sufficient funds remaining in the Series 2025 Construction Account to cover the costs necessary to construct or acquire the portion of the Series 2025 Project benefiting the Perry Homes Parcels.

**Section 3. Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section

or part of a section so held to be invalid or unconstitutional.

**Section 4. Conflicts.** All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**Section 5. Effective Date.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED ON THIS 7TH DAY OF AUGUST, 2025.**

**Attest**

**K-Bar Ranch III  
Community Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary

\_\_\_\_\_  
Carlos de la Ossa  
Chair of the Board of Supervisors

## RESOLUTION 2025-23

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (SERIES 2025 PROJECT); 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 K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (SERIES 2025 PROJECT); AND 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 K-Bar Ranch III Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Tampa, Florida; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the District, on July 17, 2025, executed Bond Purchase Agreement, agreeing to the sale of its \$15,205,000 K-Bar Ranch III Community Development District Special Assessment Bonds, Series 2025 (Series 2025 Project) (the “**Series 2025 Bonds**”), at the terms and conditions provided therein; and

**WHEREAS**, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2025 Bonds and the imposition of special assessments securing the Series 2025 Bonds, including, but not limited to, Resolution Nos. 2025-07, 2025-13, 2025-09, 2025-10, 2025-11, 2025-12, and 2025-17; and

**WHEREAS**, the District, on July 24, 2025, closed on the sale of its Series 2025 Bonds; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff, including the District Manager, District Assessment Consultant, District Engineer, and District Counsel, were required to execute and deliver various documents including, but not limited to: a Master Trust Indenture; a First Supplemental Trust Indenture; a Bond Purchase Agreement; a Preliminary Limited Offering Memorandum; a Limited Offering Memorandum; a specimen of the Series 2025 Bonds; a Certificate of the District Engineer; a Certificate of the District Manager and Assessment Consultant to the District; an Order to Authenticate and Deliver the Series 2025 Bonds; an Engineer’s Report, dated March 27, 2025; a First Supplemental Assessment Methodology Report,

dated July 17, 2025; a Continuing Disclosure Agreement between the District, EPG Kbar holding, LLC (the “**Developer**”), and a dissemination agent; an Acquisition Agreement (2025 Bonds) between the District and the Developer; a Completion Agreement (2025 Bonds) between the District and the Developer; a True-Up Agreement (2025 Bonds) between the District and the Developer; a Collateral Assignment Agreement (2025 Bonds) between the District and the Developer; a Declaration of Consent to Jurisdiction executed by the Developer; a Notice of Special Assessments (Series 2025 Assessments); opinion of counsel to the District; and Internal Revenue Service Form 8038-G (collectively, the “**Closing Documents**”); and

**WHEREAS**, the District finds that the sale, closing, and issuance of the Series 2025 Bonds was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff in closing the issuance of the Series 2025 Bonds; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE K-BAR RANCH III COMMUNITY  
DEVELOPMENT DISTRICT:**

**SECTION 1.** The sale, issuance, and closing of the Series 2025 Bonds and the adoption of resolutions relating to the Series 2025 Bonds under the terms and conditions set forth therein serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 2.** The resolutions levying and imposing the special assessments securing the Series 2025 remain in full force and effect and are hereby ratified and confirmed in all respects.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on July 24, 2025, are hereby ratified, approved, and confirmed in all respects. Copies of the Closing Documents are included in the Series 2025 Bond transcript on file at the District Manager’s Office c/o Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. Said documents are specifically ratified, confirmed, and approved in all respects.

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

ATTEST:

**K-BAR RANCH III COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**RESOLUTION 2025-24**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF K-BAR RANCH III  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME  
AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF  
SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, K-Bar Ranch III Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the County of Hillsborough, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2026 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the Fiscal Year 2026 annual public meeting schedule to Hillsborough County and the Department of Economic Opportunity.

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

**PASSED AND ADOPTED THIS 7<sup>TH</sup> DAY OF AUGUST 2025.**

**ATTEST:**

**K-BAR RANCH III  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIR – VICE CHAIRMAN**

**EXHIBIT A**

**BOARD OF SUPERVISORS MEETING DATES  
K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026**

**October 2, 2025  
November 6, 2025  
December 4, 2025  
January 8, 2026 (Changed due to holiday)  
February 5, 2026  
March 5, 2026  
April 2, 2026  
May 7, 2026  
June 4, 2026  
July 2, 2026  
August 6, 2026  
September 3, 2026**

**All meetings will convene at the Offices of Inframark  
located at 2005 Pan Am Circle Suite 300, Tampa, FL 33607.**

PREPARED BY AND RETURN TO:  
Spencer Fane LLP  
Attn: Raci Perez, Esq.  
201 North Franklin Street, Suite 2150  
Tampa, FL 33602

**DEVELOPMENT AGREEMENT**  
**(CDD Infrastructure Work – K-Bar Ranch – Raw Land – Phases 1C, 1D-1 & 1D-2)**

This DEVELOPMENT AGREEMENT (“**Development Agreement**”) is made as of July 31, 2025 (the “**Effective Date**”), by and among **PHFL LAND HOLDINGS, LLC**, a Florida limited liability company, whose address for purposes of this instrument is 3200 Southwest Freeway, Suite 2800, Houston, Texas 77027 (“**Perry**”), **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, whose address for purposes of this instrument is 10210 Highland Manor Drive, Suite 400A, Tampa, Florida 33610 (“**TM**” and together with Perry, jointly and severally, as tenants in common, holding an undivided one-half interest in the Property (as defined below), the “**Builder**”), **EPG KBAR HOLDINGS, LLC**, a Florida limited liability company, whose address for purposes of this instrument is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609 (“**EPG**”) the **K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT**, whose address for purposes of this instrument is c/o Infamark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**CDD**”), and **JSH KBAR DEVELOPMENT, LLC**, a Florida limited liability company, whose address for purposes of this instrument is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609 (“**JSH**”). Perry, TM, EPG, JSH and the CDD are each a “Party” or a “party” and together are the “Parties” or the “parties”.

**RECITALS**

A. As of the Effective Date, Builder is the owner of that certain real property located in Hillsborough County, Florida (“**County**”), as more specifically described in **Exhibit “A”** attached hereto (the “**Property**”), within what is known as “**Morris Bend**” (“**Community**”).

B. EPG agreed to cause the completion of certain CDD Infrastructure Work (as defined below) outside of the Property, and Builder agreed to cause the completion of certain Development Work (as defined below) inside of the Property.

C. The parties agreed to execute, deliver and record this Development Agreement in order to provide public record notice of the existence and terms, conditions, covenants, restrictions and agreements affecting EPG’s, JSH’s and/or the CDD’s post-closing development obligations on the Property with respect to the CDD Infrastructure Work.

NOW, THEREFORE, for consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

1. Recitals; Exhibits; Capitalized Terms. The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Development Agreement by this reference.

2. Description of CDD Infrastructure Work. For purposes of this Development Agreement, the term “**CDD Infrastructure Work**” shall mean completion of all infrastructure outside of the Property necessary to service the Property as required for Builder’s or the CDD’s completion of the work necessary to complete the development of the Property for its intended use (the “**Development Work**”), and issuance of building permits and certificates of occupancy by the County for homes within the Property, including, without limitation, the construction of a roadway providing direct access to the entrances to the Property, potable water and sanitary sewer facilities, soft utility facilities (i.e., conduit for electric and cable/telephone/internet), reclaimed water (if required to be used within the Community), drainage facilities, stormwater ponds, if any, and wetland mitigation, all of the foregoing being stubbed to the applicable portion of the Property, and such other CDD work to the extent necessary in order for Builder to obtain the issuance of building permits and certificates of occupancy by the County for homes within the Property; provided, however, that the term “**CDD Infrastructure Work**” shall not include any work to be performed within Phases 1C, 1D-1 or 1D-2 of the Community. Any and all work to be performed within Phases 1C, 1D-1 and 1D-2 of the Community shall be Builder’s responsibility. For purposes of clarification, the CDD Infrastructure Work shall include only those improvements as may be necessary for Builder to obtain necessary permits for construction of a single-family house on a lot within the Property and any associated amenities, and, upon completion, obtain a certificate of occupancy (assuming Builder has satisfied all other conditions customarily required of a homebuilder to obtain building permits and certificates of occupancy). In addition, as part of the CDD Infrastructure Work, EPG and/or JSH, as applicable, shall be obligated to convey to the CDD or to the County, as applicable, fee title to those portions of any roadway(s) to the extent required for Builder to obtain necessary building permits for construction of homes on lots within the Property and, upon completion, obtain a certificate of occupancy (assuming Builder has satisfied all other conditions customarily required of a homebuilder to obtain building permits and certificates of occupancy).

3. Completion of CDD Infrastructure Work. JSH or the CDD (as applicable based on the party contracting for construction, the “**Constructing Party**”) has entered into that certain General Development Contractor Agreement (Project Name: Morris Bridge), dated           , 2025 (the foregoing contract, or any future contract with a General Contractor (as defined below) for, among other things, the CDD Infrastructure Work, generally referred to herein as, the “**GC Contract**”) with QGS Development, Inc. (the foregoing general contractor or any future general contractor with whom EPG or JSH enters into a GC Contract, generally referred to herein as, the “**General Contractor**”) to complete the CDD Infrastructure Work directly or on behalf of the CDD, as applicable. The Constructing Party will commence the CDD Infrastructure Work within sixty (60) days after the Effective Date (the “**CDD Infrastructure Work Commencement Deadline**”), and the CDD Infrastructure Work will be substantially complete no later than fifteen (15) months after the Effective Date (as applicable, the “**CDD Infrastructure Work Completion Deadline**”). To the extent necessary to complete the CDD Infrastructure Work, Builder hereby grants to EPG, JSH and the CDD, as applicable, a temporary construction and access easement

over those portions of the Property as may be necessary or convenient for the construction and completion of the CDD Infrastructure Work. All CDD Infrastructure Work to be completed by JSH or the CDD shall be completed in accordance with local and state laws, regulations, ordinances and building codes and shall be completed by appropriate licensed, insured and bonded contractors in a good and workmanlike manner. Any impact fee credits awarded as a result of the CDD Infrastructure Work shall belong to the applicable Constructing Party or the CDD, as applicable, and Builder shall cooperate, at no material cost or expense to Builder other than legal review, so that the Constructing Party or the CDD may obtain and receive the benefit of such impact fee credits.

4. Construction Funds. No CDD funds have been reserved for the CDD Infrastructure Work. On or prior to the date hereof, EPG deposited into an escrow account with an independent escrow agent an amount equal to \$17,736,786.00 (“**Seller Funds Escrow Account**”), which constitutes the estimated costs and expenses relating to the construction of the CDD Infrastructure Work which Seller is required to fund (the “**Infrastructure Work Funds**”), pursuant to the terms and conditions of a separate escrow agreement (the “**Seller Funds Escrow Agreement**”). To the extent that the Infrastructure Work Funds are insufficient to complete the remaining yet-to-be-completed CDD Infrastructure Work, then EPG and/or JSH shall be responsible for funding the shortfall pursuant to the terms of this Development Agreement. Within thirty (30) days after the date that EPG, JSH and the CDD are notified by Heidt Design, LLC (“**Heidt**”) or Builder that the actual costs and expenses relating to the completion of the CDD Infrastructure Work exceed the Infrastructure Work Funds, EPG and/or JSH shall deposit or cause to be deposited into the Seller Funds Escrow Account additional funds sufficient to cover the unfunded costs and expenses necessary to complete the CDD Infrastructure Work. When the CDD or the Constructing Party, as applicable, reasonably believes that the CDD Infrastructure Work is complete and sufficient for Builder, or any other successor to Builder, to obtain building permits and certificates of occupancy for the homes to be constructed in the Property, the CDD or the Constructing Party, as applicable, shall deliver to Builder a certificate from Heidt, certifying to Builder the completion of the CDD Infrastructure Work in accordance with the Approved Construction Plans and other applicable permits, any remaining punch-list items but that such items will not prevent Builder from obtaining building permits and certificates of occupancy within the Property (the “**Completion Certificate**”). Delivery of the Completion Certificate shall be sufficient evidence of completion of the CDD Infrastructure Work.

5. Takeover Rights. Subject to Section 8 below, if the Constructing Party does not commence the CDD Infrastructure Work by the Infrastructure Work Commencement Deadline or complete the CDD Infrastructure Work by the Infrastructure Work Completion Deadline, then Builder, at such party’s option (the “**Takeover Party**”), may elect (by providing written notice of such election to the CDD, EPG and JSH) (collectively, the “**Takeover Rights**”) to complete installation of the CDD Infrastructure Work in a timely manner in accordance with all approved plans for such CDD Infrastructure Work, in which case all direct costs and expenses incurred by the Takeover Party in doing so plus an amount equal to ten percent (10%) of such direct costs and expenses incurred by the Takeover Party shall be payable to the Takeover Party from the Infrastructure Work Funds provided that the Takeover Party complies with the terms of this Agreement and of the Seller Funds Escrow Agreement relating to any such payment requests; provided, however, that the Takeover Party provides EPG, JSH and the CDD with all invoices and

receipts for such expenses. All payment requests from the Takeover Party under this section shall be paid within fifteen (15) days after receipt of such invoice and receipts therefor, after which such amounts shall bear interest at ten percent (10%) per annum until paid. EPG, JSH and the CDD, as applicable, hereby grants the Takeover Party a nonexclusive license to enter upon any portion of the Community which are necessary or convenient for the Takeover Party's construction, modification, or installation of the CDD Infrastructure Work. EPG, JSH and the CDD, as applicable, shall cooperate with and assist the Takeover Party by providing any information which may be reasonably requested concerning completing the CDD Infrastructure Work, and EPG, JSH and the CDD, as applicable, hereby authorize and grant the Takeover Party a nonexclusive license to use all plans, contracts, materials and information applicable to the Property or the CDD Infrastructure Work which may be necessary or desirable for the completion of the CDD Infrastructure Work and the payment of the costs thereof if the Takeover Party exercises its self-help rights as provided herein. To the extent the Takeover Party exercises the right to complete the CDD Infrastructure Work as provided in this Section, the Takeover Party shall use good faith efforts to cooperate with any other builders within the Community who own lots or property to be served by such CDD Infrastructure Work and who may have elected to exercise similar step-in rights with respect to the CDD Infrastructure Work.

6. Cooperation. The parties agree to cooperate with each other to grant to each other such easements, licenses and agreements as the parties each in good faith determine are reasonably necessary for the completion of the CDD Infrastructure Work. Any such easements, licenses and agreements shall be narrowly drawn to serve the intended purposes, shall provide for relocation and dedication of such easements if applicable, and shall be in all respects reasonably acceptable to the parties.

7. Term; Covenant Running with the Land; Successors and Assigns. This Development Agreement shall be binding upon and inure to the benefit of Builder, their respective successors and assigns, and all other persons acquiring any interest in the Property, or any portion thereof (except for the purchasers of individual, platted, residential lots which shall not be subject to the terms of this Development Agreement). EPG's, JSH's and/or the CDD's obligations under this Development Agreement are and shall constitute binding covenants of EPG, JSH and CDD, as applicable, and their respective successors and assigns. Notwithstanding the foregoing, lots within the Property shall be deemed released automatically from the terms and scope of this Development Agreement upon recordation in the public records of the County of a deed conveying to an individual homeowner fee simple title to such lot improved with a home, and any title insurance company may rely upon the foregoing in issuing title insurance free and clear of this Development Agreement with respect to such lot at such time and thereafter. Additionally, any Common Area Tract shall be deemed released automatically from the terms and scope of this Development Agreement upon recordation in the public records of the County of a deed conveying such tract to the CDD, homeowner's association or master homeowner's association. Further, and without limitation of the foregoing, upon completion of the CDD Infrastructure Work, any party may request the other party to execute a Notice of Termination of this Development Agreement, in which event the parties shall execute such Notice of Termination within seven (7) business days after receipt of such request, subject to a good-faith dispute by the non-requesting party as to whether the CDD Infrastructure Work is complete (which dispute shall be resolved by the General Contractor).

8. Force Majeure. In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, state of emergency, or other matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed within fifteen (15) days after the occurrence of such matter, including the estimated duration of the delay, in which event the deadline for completion of such obligation shall be extended by a number of days equal to the actual duration of the delay, provided that in no event shall the extension be longer than thirty (30) days. The foregoing shall not apply to any obligation to pay money due hereunder or any obligation to be performed on the Closing Date. Further, the Coronavirus (COVID-19) pandemic/epidemic shall not excuse a party from performance of its obligations under this Agreement.

9. Entire Agreement. This Development Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Development Agreement shall be of any force and/or effect.

10. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Development Agreement, this Development Agreement is for the benefit of Builder, and may not be relied upon, or enforced by any person or entity other than Builder or their designated successors or permitted assigns.

11. Amendment; Waiver. This Development Agreement may not be modified or amended without the written consent of the parties. Any such amendment shall be recorded in the public records of the County. The failure by Builder to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

12. Enforcement; Remedies. In the event of the breach of any of the provisions set forth in this Development Agreement, the non-defaulting party shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by EPG, JSH and CDD, as applicable, to comply with the terms of this Development Agreement. In the event of any action for enforcement of this Development Agreement, the non-defaulting party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels. Notwithstanding anything contained herein to the contrary, no party shall take any action with respect to another party's violation or breach of this Development Agreement until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of fifteen (15) days after receipt of such notice. Notwithstanding the cure period provided pursuant to the foregoing sentence, there shall be only one (1) business day cure period in connection with the payment of

any money required to be paid to any party hereunder, time being of the essence under any of those circumstances.

13. Litigation. In the event of any litigation arising from or related to this Development Agreement, the prevailing party shall be entitled to reimbursement of attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, or as part of any bankruptcy proceeding, or in an action to recover attorney's fees and costs, from the non-prevailing party or parties.

14. Governing Law and Venue. This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Development Agreement shall be exclusively in the courts located in Hillsborough County, Florida, or the United States District Court for the Middle District of Florida.

15. Severability. If any provision contained in this Development Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Development Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Development Agreement or the failure of consideration.

16. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Development Agreement and that this Development Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Development Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

17. Notices. Notices hereunder shall be given to the parties at the addresses set forth in the preamble. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice, unless delivered by regular mail only in which case such notice shall be deemed received within three (3) days from deposit in the U.S. Mail with postage prepaid. If any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of its client, and the same shall be deemed proper notice hereunder if delivered in the manner specified above.

18. Time of the Essence. Time is of the essence in the execution and performance of this Development Agreement and each of its provisions. The calculation of the number of days that has passed during any time period prescribed in this Development Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Florida, shall extend to the next full business day. All times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable.

19. Counterparts. This Development Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

20. Waiver of Trial by Jury. BUILDER, EPG, JSH AND CDD HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS DEVELOPMENT AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUILDER, EPG, JSH AND CDD. BUILDER, EPG, JSH AND CDD HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUILDER, EPG, JSH AND CDD FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUILDER, EPG, JSH OR CDD (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUILDER, EPG, JSH OR CDD, OR TO ANY AGENT OR REPRESENTATIVE OF BUILDER, EPG, JSH OR CDD (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS DEVELOPMENT AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS DEVELOPMENT AGREEMENT.

*[Signatures begin on following page.]*

[Signature page to Development Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement, and shall be deemed to have executed such, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**EPG:**

**EPG KBAR HOLDINGS, LLC**, a Florida  
limited liability company

By: Eisenhower Management, Inc., a Florida  
corporation, its Manager

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Nicholas J. Dister  
Title: Vice President

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Nicholas J. Dister, as Vice President of Eisenhower Management, Inc., a Florida corporation, the Manager of **EPG KBAR HOLDINGS, LLC**, a Florida limited liability company, on behalf of the company, and who ☐ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

[Signatures continue on following page.]

[Signature page to Development Agreement]

Signed, sealed and delivered  
in the presence of:

**JSH:**

**JSH KBAR DEVELOPMENT LLC**, a  
Florida limited liability company

By: Eisenhower Management, Inc., a Florida  
corporation, its Manager

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Nicholas J. Dister  
Title: Vice President

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Nicholas J. Dister, as  
Vice President of Eisenhower Management, Inc., a Florida corporation, the Manager of **JSH  
KBAR DEVELOPMENT LLC**, a Florida limited liability company, on behalf of the company,  
and who ☐ is personally known to me, or ☐ has produced \_\_\_\_\_ as  
identification.

NOTARY PUBLIC, STATE OF FLORIDA:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

[Signatures continue on following page.]

[Signature page to Development Agreement]

Signed, sealed and delivered  
in the presence of:

**PERRY:**

**PHFL LAND HOLDINGS, LLC**, a  
Florida limited liability company

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as  
\_\_\_\_\_ of **PHFL LAND HOLDINGS, LLC**, a Florida limited liability  
company, on behalf of the company, and who ☐ is personally known to me, or ☐ has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF \_\_\_\_\_:

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

My Commission Expires: \_\_\_\_\_

[Notary Seal]

[Signatures continue on following page.]

[Signature page to Development Agreement]

Signed, sealed and delivered  
in the presence of:

**TM:**

**TAYLOR MORRISON OF FLORIDA,  
INC.,** a Florida corporation

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as  
\_\_\_\_\_ of **TAYLOR MORRISON OF FLORIDA, INC.,** a Florida  
corporation, on behalf of the corporation, and who ☐ is personally known to me, or ☐ has  
produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF \_\_\_\_\_:

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notary Seal]

[Signatures continue on following page.]

[Signature page to Development Agreement]

Signed, sealed and delivered  
In the presence of:

**CDD:**

**K-BAR RANCH III COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special purpose government established  
pursuant to Chapter 190, *Florida Statutes*

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Carlos de la Ossa,  
as Chairman of the K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT, a local  
unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf  
of the Board of Supervisors. The foregoing person ☐ is personally known to me, or ☐ has  
produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA:

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

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

My Commission Expires: \_\_\_\_\_

[Notary Seal]

**Exhibit "A"**

**Legal Description of Property**

Phase 1C

A parcel of land lying in Section 2, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 2; run thence along the East boundary thereof, N.00°24'17"W., a distance of 1707.88 feet; thence S.89°35'43"W., a distance of 504.49 feet to the POINT OF BEGINNING; thence S.37°10'46"W., a distance of 150.53 feet; thence S.14°29'35"W., a distance of 129.14 feet; thence S.08°40'00"W., a distance of 31.59 feet; thence N.81°20'00"W., a distance of 194.49 feet; thence N.21°43'28"W., a distance of 40.61 feet; thence N.54°54'23"W., a distance of 48.16 feet; thence N.57°17'25"W., a distance of 55.49 feet; thence N.26°45'55"W., a distance of 57.93 feet; thence N.23°51'48"W., a distance of 88.21 feet; thence N.29°57'18"W., a distance of 116.02 feet; thence N.68°06'51"W., a distance of 21.98 feet; thence N.21°53'09"E., a distance of 49.07 feet; thence N.57°26'54"W., a distance of 245.33 feet; thence N.59°50'15"W., a distance of 58.27 feet; thence N.68°35'07"W., a distance of 57.59 feet; thence N.77°53'40"W., a distance of 57.59 feet; thence N.87°02'40"W., a distance of 57.60 feet; thence S.85°42'56"W., a distance of 59.43 feet; thence S.86°02'41"W., a distance of 81.32 feet; thence N.04°00'00"W., a distance of 290.84 feet; thence N.85°56'34"E., a distance of 146.16 feet; thence S.89°32'00"E., a distance of 67.17 feet; thence S.83°13'16"E., a distance of 71.03 feet; thence S.76°55'37"E., a distance of 71.03 feet; thence S.70°41'22"E., a distance of 69.55 feet; thence S.64°31'03"E., a distance of 74.34 feet; thence S.57°26'54"E., a distance of 446.48 feet; thence S.47°40'06"E., a distance of 183.22 feet; thence S.43°14'24"E., a distance of 64.64 feet; thence S.33°21'30"E., a distance of 158.35 feet to the POINT OF BEGINNING.

TOGETHER WITH

Phase 1D-1 and 1D-2

A parcel of land lying in Section 2, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 2, said corner also being on the North boundary of K-BAR RANCH – PARCEL G, according to the plat thereof, as recorded in Plat Book 144, Pages 138 through 162, of the Public Records of Hillsborough County, Florida; run thence along said North boundary, N.89°56'34"E., a distance of 1295.61 feet to the Northeast corner thereof; thence along the East boundary of said K-BAR RANCH – PARCEL G, S.07°20'35"W., a distance of 100.84 feet to the POINT OF BEGINNING; thence N.89°56'34"E., a distance of 1390.88 feet; thence N.89°56'12"E., a distance of 1077.87 feet; thence S.02°37'21"E., a distance of 124.39 feet; thence S.07°15'21"E., a distance of 50.01 feet; thence S.11°35'53"E., a distance of 120.00 feet; thence S.74°44'32"W., a distance of 58.12 feet; thence S.72°31'54"W., a distance of 64.60 feet; thence S.74°12'50"W., a distance of 58.08 feet; thence S.78°40'46"W., a distance of 49.40 feet; thence S.81°27'02"W., a distance of 28.94 feet; thence S.84°13'19"W., a

distance of 40.67 feet; thence S.86°31'53"W., a distance of 17.46 feet; thence S.88°50'27"W., a distance of 40.60 feet; thence N.88°50'59"W., a distance of 17.46 feet; thence S.20°14'34"W., a distance of 712.38 feet; thence S.61°18'50"E., a distance of 43.86 feet; thence S.63°32'05"E., a distance of 9.95 feet; thence S.66°12'43"E., a distance of 43.85 feet; thence S.70°00'15"E., a distance of 48.82 feet; thence S.72°43'08"E., a distance of 149.94 feet; thence S.72°43'38"E., a distance of 60.00 feet; thence S.17°16'52"W., a distance of 290.01 feet; thence S.05°46'17"E., a distance of 22.51 feet; thence Southerly, 7.96 feet along the arc of a non-tangent curve to the right having a radius of 15.00 feet and a central angle of 30°23'41" (chord bearing S.05°46'17"E., 7.86 feet); thence Southerly, 105.05 feet along the arc of a reverse curve to the left having a radius of 1265.50 feet and a central angle of 04°45'23" (chord bearing S.07°02'53"W., 105.02 feet); thence Southerly, 182.13 feet along the arc of a non-tangent curve to the left having a radius of 1264.87 feet and a central angle of 08°15'01" (chord bearing S.00°42'16"E., 181.97 feet); thence S.11°47'55"E., a distance of 32.90 feet; thence S.06°25'05"E., a distance of 455.71 feet to a point on the East boundary of EASTON PARK PHASE 3, according to the plat thereof, as recorded in Plat Book 115, Pages 104 through 117, of the Public Records of Hillsborough County, Florida; thence along said East boundary and the North boundary thereof, respectively, the following two (2) courses: 1) N.54°20'09"W., a distance of 1547.47 feet; 2) S.87°02'29"W., a distance of 858.59 feet to the Northwest corner of said EASTON PARK PHASE 3; thence along the East boundary of said K-BAR RANCH – PARCEL G the following two (2) courses: 1) N.10°54'57"W., a distance of 796.06 feet; 2) N.07°20'35"E., a distance of 593.23 feet to the POINT OF BEGINNING.

## **PARTIAL ASSIGNMENT OF ACQUISITION AGREEMENT**

THIS PARTIAL ASSIGNMENT OF ACQUISITION AGREEMENT (this “**Assignment**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and among **EPG KBAR HOLDINGS, LLC**, a Florida limited liability company (“**Assignor**”), the **K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT** (“**District**”), and **LENNAR HOMES, LLC**, a Florida limited liability company, and its designated successors and assigns (“**Assignee**”).

### **RECITALS**

A. Assignor desires to partially assign its rights under the Acquisition Agreement (the “**Acquisition Agreement**”), dated as of July 24, 2025, between Assignor and the District with respect to the District’s issuance of its Special Assessment Bonds, Series 2025 (Series 2025 Project) (the “**Bonds**”) with respect to payment by the District, pursuant to Section 6 of the Acquisition Agreement, for the construction of the portion (“**Assignee Infrastructure**”) of the Project (as defined in the Acquisition Agreement) applicable to the Assignor’s development within Phases 1E and 1E2, to be constructed and turned over to the District by Assignee in lieu of Assignor constructing and turning over such infrastructure to the District pursuant to the Acquisition Agreement.

B. Pursuant to the First Supplemental Trust Indenture between K-Bar Ranch III Community Development District (City of Tampa, Florida) and U.S. Bank Trust Company, National Association (the “**Bond Trustee**”), dated as of July 1, 2025 (the “**First Supplemental Trust Indenture**”), Section 4.01(a), the District’s Bond Trustee is holding the sum of \$7,700,000.00 of the net proceeds from the Bonds issuance in the Series 2025 Acquisition and Construction Account, Phase 1E Subaccount, per instruction of the District to be used solely to fund the Assignee Infrastructure (the “**Phase 1E Subaccount**”).

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals and Capitalized Terms.** The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Acquisition Agreement.

2. **Partial Assignment of Rights and Notice.** Pursuant to the Acquisition Agreement, Assignor hereby assigns to Assignee, all of its rights and obligations under the Acquisition Agreement relating to the Assignee Infrastructure and for the purpose of authorizing the District to acquire from Assignee the Assignee Infrastructure and authorizing the Bond Trustee to pay to Assignee for such Assignee Infrastructure from the Phase 1E Subaccount. As a point of clarification, the Assignor shall not be entitled to payment of any kind for any of the improvements, work product or real property interests comprising the Assignee Infrastructure and shall not be entitled to any of the \$7,700,000 in the Phase 1E Subaccount except as provided in Section 4(d) below, and the Assignee shall only be entitled to such payment up to the amount of the \$7,700,000.00, and subject to the terms of the Acquisition Agreement.

3. **Acceptance of Assignment.** Subject to the terms of this Assignment, Assignee hereby acknowledges and accepts the Assignor’s rights and obligations under the Acquisition Agreement, solely with respect to the Assignee Infrastructure, but no other rights or obligations of Assignor.

4. **Warranties and Representations.** Assignor warrants and represents (a) Assignor owns and

holds the full power and authority to exercise and deliver this Assignment, (b) Assignor has made no other assignment of the items assigned herein, except to the Assignee, (c) the execution, delivery and performance of this Assignment by Assignor will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which Assignor is a party or under which it is bound, and (d) Assignor has not and will not submit any reimbursement requests for any part of the Phase 1E Subaccount, until and unless Assignee has been fully reimbursed from such Phase 1E Subaccount for the Assignee Infrastructure.

5. Severability. If any term or provision of this Assignment or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Assignment and the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Assignment shall be valid and shall be enforced to the fullest extent permitted by law.

6. Binding Obligations. This Assignment is coupled with Assignee's interest in the Property and is, therefore, irrevocable by Assignor, the District, and their successors and assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective legal representatives, designated successors-in-title and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

8. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ANY ACTIONS OF EITHER PARTY, ARISING OUT OF, OR RELATED IN ANY MANNER WITH, THIS ASSIGNMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS ASSIGNMENT. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Assignor, the District and the Assignee, have caused this Assignment to be executed by their duly authorized representatives, effective as of date last signed by the parties.

**ASSIGNOR:**

**EPG KBAR HOLDINGS, LLC**, a Florida limited liability company

By: Eisenhower Management, Inc.,  
a Florida corporation,  
its Manager

By: \_\_\_\_\_  
Name: Nicholas J. Dister  
Title: Vice President

**ASSIGNEE:**

**LENNAR HOMES, LLC**, a Florida Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**K-BAR RANCH III COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MINUTES OF MEETING  
K-BAR RANCH III  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of K-Bar Ranch III Community Development District was held on Thursday, July 10, 2025, and called to order at 2:10 pm at the offices of Inframark, which are located at 2005 Pan Am Circle Suite 300 Tampa, FL 33607.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson
Ryan Motko	Assistant Secretary
Alberto Viera	Assistant Secretary
Kyle Smith	Assistant Secretary

Also present were:

Jayna Cooper	District Manager
Michael Perez	District Manager
Boyan Pargov	District Engineer
Tucker Mackie	District Counsel ( <i>via phone</i> )

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS** **Call to Order/Roll Call**

Mr. Perez called the meeting to order, and a quorum was established.

**SECOND ORDER OF BUSINESS** **Public Comments**

There being none, the next order of business followed.

**THIRD ORDER OF BUSINESS** **Business Items**

**A. Consideration of Resolution 2025-16; Re-Designation of Officers**

The following are the persons elected to the offices shown:

• Carlos de la Ossa	Chairperson
• Nicholas Dister	Vice Chairperson
• Angel Montagna	Secretary
• Leah Popelka	Treasurer
• Brian Lamb	Assistant Secretary
• Jayna Cooper	Assistant Secretary
• Albert Viera	Assistant Secretary
• Ryan Motko	Assistant Secretary
• Kyle Smith	Assistant Secretary

On MOTION by Mr. de la Ossa seconded by Mr. Dister, with all in favor, Resolution 2025-16; Re-Designation of Officers, as detailed above, was adopted. 5-0

**B. Consideration of Straley Robin Vericker Engagement Letter**

On MOTION by Mr. de la Ossa seconded by Mr. Dister, with all in favor, Straley Robin Vericker Engagement Letter, was approved. 5-0

**FOURTH ORDER OF BUSINESS** **Consent Agenda**

**A. Approval of Minutes of June 5, 2025, Regular Meeting**

On MOTION by Mr. de la Ossa seconded by Mr. Dister, with all in favor, the Consent Agenda, was approved. 5-0

**FIFTH ORDER OF BUSINESS** **Staff Reports**

**A. District Counsel**

Ms. Mackie advised of the future PLOM coming up in August.

**B. District Engineer**

**C. District Manager**

There being no reports, the next order of business followed.

**SIXTH ORDER OF BUSINESS** **Board of Supervisors' Requests and Comments**

There being none, the next order of business followed.

**SEVENTH ORDER OF BUSINESS** **Adjournment**

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Dister, with all in favor, meeting adjourned at 2:13 pm. 5-0

\_\_\_\_\_  
Jayna Cooper/Michael Perez  
District Manager

\_\_\_\_\_  
Carlos de la Ossa  
Chairperson

**MINUTES OF MEETING  
K-BAR RANCH III  
COMMUNITY DEVELOPMENT DISTRICT**

The EMERGENCY meeting of the Board of Supervisors of K-Bar Ranch III Community Development District was held on Thursday, July 21, 2025, and called to order at 10:21 am at the offices of Inframark, which are located at 2005 Pan Am Circle Suite 300 Tampa, FL 33607.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson ( <i>via phone</i> )
Ryan Motko	Assistant Secretary ( <i>via phone</i> )
Alberto Viera	Assistant Secretary
Kyle Smith	Assistant Secretary

Also present were:

Jayna Cooper	District Manager
Brian Lamb	Inframark ( <i>via phone</i> )
Tucker Mackie	District Counsel

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS** **Call to Order/Roll Call**

Ms. Cooper called the meeting to order, and a quorum was established.

**SECOND ORDER OF BUSINESS** **Public Comments**

There being none, the next order of business followed.

**THIRD ORDER OF BUSINESS** **Business Items**

**A. Consideration Matters Pertaining to Issuance of Series 2025 Bonds**

**a. Presentation Final First Supplemental Assessment Methodology Report 2025 Project**

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor, Final First Supplemental Assessment Methodology Report 2025 Project, was approved. 5-0

**b. Consideration of Resolution 2025-17 - Supplemental Assessment Resolution (Series 2025 Bonds)**

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor, Resolution 2025-17-Supplemental Assessment Resolution (Series 2025 Bonds, was adopted. 5-0

- c. Consideration of True-Up Agreement (2025 Bonds)
- d. Consideration of Completion Agreement (2025 Bonds)
- e. Consideration of Collateral Assignment Agreement (2025 Bonds)
- f. Consideration of Acquisition Agreement (2025 Bonds)
- g. Consideration of Partial Assignment of Acquisition Agreement

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor, Items C through G as described above, were approved. 5-0

**FOURTH ORDER OF BUSINESS**

**Board of Supervisors' Requests and Comments**

There being none, the next order of business followed.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in favor, meeting adjourned at 10:34 am. 5-0

\_\_\_\_\_  
Jayna Cooper  
District Manager

\_\_\_\_\_  
Carlos de la Ossa  
Chairperson



Stantec Consulting Services Inc.  
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

July 24, 2025

**TO:** K-Bar Ranch III Community Development District  
c/o Inframark  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL  
K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT  
ENGINEERING CONSULTING SERVICES**

## OVERVIEW

1. The K-Bar Ranch III Community Development District ("District") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for professional engineering services, as needed by the District Board of Supervisors and/or District Manager for District related construction and requisition funding, and/or District requested operation and maintenance support services.
2. Consultant will attend District Board of Supervisors' meetings, as requested by the Board of Supervisors and/or District Manager.
3. Consultant will perform Southwest Florida Water Management field and aerial observations and prepare a report of the observations and observation certifications. The observation report will be provided to District Manager for discussion and implementation of maintenance needs.

## SCOPE OF SERVICES

### 2025 Engineering Consulting Services

Prepare for and attend Board of Supervisors' meetings, as needed and requested by District Manager. Consultant will perform professional services, including, but not limited to, engineering, surveying, and landscape architecture, to support the management and operation of the CDD. The services will be performed upon request of District Manager. Southwest Florida Water Management District periodic field observations and reporting will also be performed under these services.

<b>FEES</b>
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The compensation to be paid to Stantec Consulting Services for providing the services described in the Scope of Services shall be as follows:



Task	Description	Fee Type (See Note)	Fee Amount
2025	Engineering Consulting Services	Annual O&M	\$ 2000
<b>Total</b>			<b>\$ 2000</b>

**NOTE:**

*Annual O&M = Annual Operation and Maintenance. To be based on annual operation and maintenance budgets but not limited when services are provided upon request.*

**GENERAL CONDITIONS AND UNDERSTANDINGS**

On-going annual Engineering Consulting Services for subsequent years shall be considered authorized and approved under this Authorization, in an amount equal to the annual budget for Engineering Services, upon adoption of the annual budget by the Board of Supervisors.

The attached "Professional Services Terms and Conditions" shall govern the agreement.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**E-Verification**

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2023.
- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its



obligations thereunder, the District shall promptly notify the Consultant, and the Consultant will immediately terminate its contract with the subcontractor.

- c. If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.

Tonja L. Stewart, P.E.  
Senior Project Manager

July 24, 2025  
Date

Signed by:

CC0CB251E705481...  
K-Bar Ranch III Community Development District, Title

7/25/2025  
Date



**Stantec Consulting Services Inc.**  
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

July 24, 2025

K-Bar Ranch III CDD  
c/o Inframark  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607

**RE:                    PROFESSIONAL SERVICES PROPOSAL  
                         K-BAR RANCH III COMMUNITY DEVELOPMENT DISTRICT  
                         ENGINEERING CONSULTING SERVICES**

To Whom It May Concern:

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable to you, please sign the form on page 3 where required and return to our office at your earliest convenience. We will then send a fully executed copy to you for your records.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

**Stantec Consulting Services Inc.**

A handwritten signature in blue ink, appearing to read "Tonja L. Stewart", written over the company name.

**Tonja L. Stewart, PE**  
Senior Project Manager  
Civil Engineering  
Ph: (813) 223-9500  
Fax: (813) 223-0009  
tonja.stewart@stantec.com

Att.: As noted