

KELLY PARK

**COMMUNITY DEVELOPMENT
DISTRICT**

November 14, 2023

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Kelly Park Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 7, 2023

Board of Supervisors
Kelly Park Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Kelly Park Community Development District will hold a Special Meeting on November 14, 2023 at 1:30 p.m., at the offices of Poulos & Bennett, LLC, 2602 E Livingston Street, Orlando, Florida 32803. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor, Taryn Galvin [SEAT 3] (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Presentation of Supplemental Engineer's Report
5. Presentation of Supplemental Special Assessment Methodology Report
6. Consideration of Resolution 2024-01, Amending and Supplementing Resolution No. 2023-07 to Amend Certain Provisions of Sections 1 and 5 Thereof Relating to the Conditions for the Issuance of Its Kelly Park Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One Project) (the "Series 2023 Bonds") Ratifying and Confirming All Actions Heretofore Taken Relating to the Sale of the Series 2023 Bonds; Providing for Incidental Action; and Providing an Effective Date

7. Consideration of Resolution 2024-02, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2023 ("Bonds"); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date
8. Consideration of Resolution 2024-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
9. Consideration of Resolution 2024-04, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
10. Consideration of Resolution 2024-05, Designating the Location of the Local District Records Office and Providing an Effective Date
11. Consideration of Kelly Park Road Segment 1-2 and Mass Grading Project Assignment and Acquisition Docs
 - A. Developer's Affidavit Regarding Assignment of Contract
 - B. Assignment of Site Work Agreement & Acquisition of Completed Work to Date
12. Ratification of Item(s)
 - A. Cost Share Agreement (Kelly Park Segment 1-2 and Mass Grading Project)
 - B. Construction Funding Agreement (Kelly Park Segment 1-2 and Mass Grading Project)
 - C. Poulos & Bennett, LLC Amendment 2 to District Engineer's Agreement
13. Acceptance of Unaudited Financial Statements as of September 30, 2023
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: December 13, 2023 at 11:00 AM

○ QUORUM CHECK

SEAT 1	SETH BENNETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	QUINT NOORDSTAR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TARYN GALVIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	LOU AVELLI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ALEX GROSS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

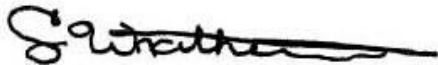
15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

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**FIRST SUPPLEMENTAL ENGINEER’S REPORT FOR THE
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**

October 25, 2023

1. PURPOSE

This report supplements the District’s *Engineer’s Report*, dated July 6, 2022 (“**Master Report**”) for the purpose of describing the first phase of the District’s CIP to be known as the “**2023 Project**” a/k/a “**Assessment Area One Project.**” All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. 2023 PROJECT

The District’s 2023 Project includes the portion of the CIP that is necessary for the development of what is known as “Phases 1A and 1B” (together, “**Assessment Area One**”) of the District. The 2023 Project is broken into three parts, including the “**Dream Finders Project Area**” a/k/a “**Phase 1A**” being developed by DFC Kelly Park, LLC, the “**Galvin Project Area**” a/k/a “**Phase 1B**” being developed by Galvin-Harris Land Services, LLC, and that portion of the District’s CIP that includes “master improvements” necessary for the development of Phases 1A and 1B (“**Phase 1A/1B Master Project**”).

The Phase 1A/1B Master Project and Phase 1B Project are intended to be completed by Galvin-Harris Land Services, LLC using a combination of CDD bond proceeds and developer funding, while the Phase 1A Project is intended to be completed by DFC Kelly Park, LLC at its own cost. Impact fee credits as may be received by the CDD from the City of Apopka in association with the master infrastructure project improvements shall be addressed via an acquisition agreement with the applicable developer entit(ies).

As described in more detail in the District’s assessment reports, Assessment Area One initially will include, generally stated, a 170.585-acre parcel (consisting of the 36.971-acre Phase 1A parcel, plus a 150.187-acre parcel that will be the boundary of the first plat, and less a 16.573-acre carve out parcel that is planned for future lots). After platting, Assessment Area One is anticipated to include only the Phase 1A and 1B lots. A legal description for Assessment Area One is shown in **Exhibit A**.

Product Mix

The table below shows the product types that will be part of the 2023 Project:

Product Type	2023 Project / Assessment Area One Units		Future Project Units	Total Units
	DreamFinders Project Area (Phase 1A)	Galvin Project Area (Phase 1B)		
Single Family 40’	64	74	86	224
Single Family 52’	111	66	327	504
Single Family 56’	0	0	37	37
TOTAL	175	140	450	765

List of 2023 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2023 Project – are described in detail in the July 2022 Master Report, and those descriptions are incorporated herein. The 2023 Project includes, generally stated, the following items relating to Assessment Area One: public roadways, storm sewer and stormwater management facilities, utilities, hardscape/landscape/irrigation, parks, conservation/gopher tortoise removal, the differential cost of undergrounding electrical conduit, soft costs, etc. Additionally, the 2023 Project includes the development of the Phase 1A/1B Master Project improvements including the project’s entry boulevard and spine road, off-site roadway and utility improvements, and other associated master improvements and soft costs.

Permits

The status of the applicable permits necessary for the 2023 Project is as shown below. All permits and approvals necessary for the development of the 2023 Project have been obtained or are reasonably expected to be obtained in due course.

Permit Table

Permit	Status
City of Apopka	
Rezoning / Master Plan	City Council approval 1 st Hearing April 6, 2022; City Council approval 2 nd Reading May 18, 2022
Major Development Plan	City Council approval August 3, 2022
Development Agreement	City Council approval May 18, 2022
Phase 1-1 Master Infrastructure Construction Site Plans	Approved & stamped plans issued
Phase 1-2, 1-3 & Phase 2 and Mass Grading Master Infrastructure Construction Site Plans	Approved & stamped plans issued
Phase 1A Subdivision Construction Site Plans	Approved & stamped plans issued
Phase 1B Subdivision Construction Site Plans	Approved & stamped plans issued
Phase 2A Subdivision Construction Site Plans	Currently being processed
Effie Road Water Main Extension	To be processed at a future date
Round Lake Road/Kelly Park Road Intersection Improvements	To be processed at a future date
Ondich Road Turn Lane Improvements	To be processed at a future date
All future residential phases (2B, 3 & 3B)	To be processed at a future date

SJRWMD - ERP	
Phase 1-1 Master Infrastructure Construction Site Plans	Permit issued ERP No. 186741-3
Phase 1-2, 1-3 & Phase 2 and Mass Grading Master Infrastructure Construction Site Plans	Permit issued ERP No. 186741-3
Phase 1A Subdivision Construction Site Plans	Permit issued ERP No. 186741-7
Phase 1B Subdivision Construction Site Plans	Permit issued ERP No. 186741-11
Phase 2A Subdivision Construction Site Plans	Currently being processed
Phase 3 Subdivision Construction Site Plans	Permit issued ERP No. 186741-8 (only 3A portion)
Effie Road Water Main Extension	Not applicable
Round Lake Road/Kelly Park Road Intersection Improvements	Applicable for permit exemption
Ondich Road Turn Lane Improvements	Applicable for permit exemption
All future phases (2B, 3 & 3B)	To be processed at a future date
Orange County	
Ondich Road Turn Lane Improvements	To be processed at a future date
Round Lake Road/Kelly Park Road Intersection Improvements	To be processed at a future date
Building Permits for (walls, buildings, tot lot, pools, fences)	Preparation to commence following approval of the Rezoning Master Plan
Gopher Tortoise Permit	Permit issued

Estimated Costs

The tables below show the estimated costs of the 2023 Project:

PHASE 1A/1B MASTER PROJECT COSTS IMPACT FEE CREDITABLE; CDD FUNDED)		
Improvement	2023 Project Estimated Costs	Operation & Maintenance Entity
Ph. 1-1 Master Infrastructure	\$3,809,527.13	City
Ph. 1-2 and Mass Grading Master Infrastructure (excluding improvements associated with Ph. 1-3 & 2 master Infrastructure)	\$7,039,637.36	CDD/City
Enhanced Landscaping on Spine Road	\$675,000.00	CDD
Ph. 1-2 Gopher Tortoise Removal	\$310,011.57	N/A
Professional Fees (10%)	\$1,183,417.61	N/A
SUBTOTAL	\$13,017,593.67	
Contingency (15%)	\$1,952,639.05	As above
TOTAL	\$14,970,232.72	

PHASE 1A AND 1B NEIGHBORHOOD COSTS (CDD FUNDED)			
Improvement	Dream Finders Project Area (Phase 1A)	Galvin-Harris Project Area (Phase 1B)	Operation & Maintenance Entity
Storm Sewer/Drainage	\$562,000.00	\$449,600.00	City/CDD
Roadways	\$1,564,000.00	\$1,251,200.00	City
Hardscape/Landscape/Irrigation	\$363,172.00	\$207,522.00	CDD
Parks	\$250,000.00	\$0.00	CDD
Water, Reclaim and Wastewater Utilities	\$1,501,500.00	\$1,201,200.00	City
Undergrounding of Conduit	\$415,000.00	\$350,000.00	N/A
Professional Fees (10%)	\$465,567.00	\$345,952.00	N/A
SUBTOTAL	\$5,121,239.00	\$3,805,474.00	
Contingency (15%)	\$768,186.00	\$570,821.00	As above
TOTAL	\$5,889,425.00	\$4,376,295.00	

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the Phase 1A and 1B improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the 2023 Project.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.
- d. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that (i) the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property as part of the District's capital improvement plan and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, or (ii) the Developer agrees contractually to prepay debt assessments by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

3. CONCLUSION

The 2023 Project will be designed in accordance with current governmental regulations and requirements. The 2023 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the 2023 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the 2023 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the 2023 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2023 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within Assessment Area One will receive a special benefit from the 2023 Project that is at least equal to the costs of the 2023 Project.

As described above, this report identifies the benefits from the 2023 Project to the lands within Assessment Area One. The general public, property owners, and property outside of Assessment Area One will benefit from the provision of the 2023 Project; however, and with the exception of certain master costs that are part of the 2023 Project but allocable to future phases, these are incidental to the District's 2023 Project, which is designed solely to provide special benefits peculiar to Assessment Area One. Special and peculiar benefits accrue to property within Assessment Area One and enable properties within its boundaries to be developed.

The 2023 Project will be owned by the District or other governmental units and such 2023 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2023 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2023 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2023 Project or the fair market value.

Please note that the 2023 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2023 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Marc D. Stehli, P.E.
 District Engineer
 Date: November 7, 2023

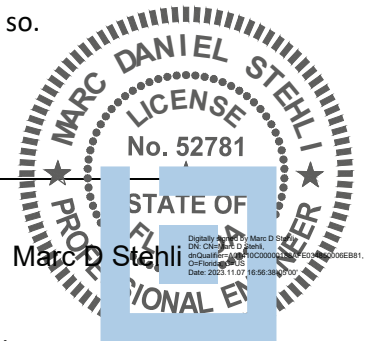


EXHIBIT A: Legal Description and Map of the Assessment Area One Boundary

This item has been electronically signed and sealed by Marc D. Stehli, P.E. using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

EXHIBIT A
ASSESSMENT AREA ONE LEGAL DESCRIPTION

LEGAL DESCRIPTION OF *CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2*:

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11. THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, THENCE RUN SOUTH 89°37'26" WEST, NON-RADIAL TO SAID CURVE, 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO THE POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET; THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST; THENCE SOUTH 14°32'25" WEST, NON-RADIAL TO SAID CURVE, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°22'34" EAST, 201.67 FEET; THENCE RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 705.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST; THENCE RUN, SOUTH 00°51'50" WEST, NON-RADIAL TO SAID CURVE, 55.01 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A

CHORD BEARING OF SOUTH 46°18'03" WEST, TO A POINT ON REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH 540.65 FEET AND A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF SOUTH 26°05'42" WEST, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF SOUTH 06°41'17" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 35°50'08" EAST, 204.97 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF SOUTH 82°47'48" EAST; THENCE SOUTH 39°45' 28" EAST, NON-RADIAL TO SAID CURVE, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF SOUTH 50°27'17" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF SOUTH 07°24'57" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 35°50'08" EAST, 102.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF SOUTH 63°12'36" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°24'56" EAST, 163.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF NORTH 87°46'14" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 86°07'32" EAST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF NORTH 66°30'36" EAST THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF NORTH 62°18'50" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF NORTH 54°32'04" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF NORTH 25°57'45" EAST; THENCE RUN SOUTH 69°24'38" EAST, NON-RADIAL TO SAID CURVE, 59.00 FEET TO A POINT ON CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF SOUTH 35°38'35" EAST; THENCE RUN SOUTH 00°28'01" EAST, NON-RADIAL TO SAID CURVE, 59.02 FEET; THENCE RUN SOUTH 88°07'28" WEST, 32.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH 4.90 FEET,

A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF SOUTH 60°04'39" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF SOUTH 44°12'55" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF SOUTH 34°05'16" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF SOUTH 05°39'16" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°28'01" EAST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10", AN ARC LENGTH 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF SOUTH 48°12'36" EAST; THENCE RUN SOUTH 05°57'11" EAST, NON-RADIAL TO SAID CURVE, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 04°36'53", AN ARC LENGTH 37.90 FEET, A CHORD LENGTH OF 37.89 FEET AND A CHORD BEARING OF SOUTH 81°44'23" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 09°49'36", AN ARC LENGTH 90.81 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'33" WEST TO A POINT OF TANGENCY; THENCE SOUTH 00°44'27" EAST, 110.00 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'33" WEST, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 989.37 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2239.19 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF ONDICH ROAD SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, THE FOLLOWING FOUR (4) COURSES; THE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH 474.14 FEET, A CHORD LENGTH OF 462.05 FEET AND A CHORD BEARING OF NORTH 67°23'06" EAST TO A POINT OF TANGENCY; THENCE NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH 427.02 FEET, A CHORD LENGTH OF 416.13 FEET AND A

CHORD BEARING OF NORTH 67°23'07" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°53'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 150.187 ACRES MORE OR LESS.

LESS AND EXCEPT:

(TRACT-FD-2A-2)

A PROPOSED TRACT OF LAND, BEING TRACT FD-2A-2, AS SHOWN ON, "CROSSING AT KELLY PARK PHASE S1-2, 1-3 AND 2", A PROPOSED PLAT OF LANDS LOCATED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING.

THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST,

14.61 FEET; THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 04°47'37", AN ARC LENGTH OF 86.17 FEET, A CHORD LENGTH OF 87.15 FEET AND A CHORD BEARING OF NORTH 83°08'07" WEST TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 947.50 FEET, A CENTRAL ANGLE OF 07°25'50", AN ARC LENGTH OF 122.88 FEET, A CHORD LENGTH OF 122.79 FEET AND A CHORD BEARING OF NORTH 26°09'22" EAST TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 06°52'02", AN ARC LENGTH OF 137.24 FEET, A CHORD LENGTH OF 137.16 FEET AND A CHORD BEARING OF NORTH 86°41'40" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 194.29 FEET; THENCE SOUTH 03°47'46" EAST, 85.38 FEET; THENCE SOUTH 86°12'14" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°40'05", AN ARC LENGTH OF 40.87 FEET, A CHORD LENGTH OF 36.47 FEET AND A CHORD BEARING OF SOUTH 43°02'17" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 93.84 FEET; THENCE NORTH 02°43'36" WEST 322.33 FEET; THENCE NORTH 02°23'15" EAST, 156.15 FEET; THENCE NORTH 89°52'19" EAST, 96.41 FEET; THENCE SOUTH 69°07'09" EAST, 36.54 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 11°14'15", AN ARC LENGTH OF 53.94 FEET, A CHORD LENGTH OF 53.85 FEET AND A CHORD BEARING OF NORTH 29°44'17" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 81°38'19" WEST 111.10 FEET; THENCE SOUTH 89°52'19" WEST, 20.51 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTLY ALONG SAID CURVE, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 33°03'11", AN ARC LENGTH OF 227.87 FEET, A CHORD LENGTH OF 224.72 FEET AND A CHORD BEARING OF NORTH 42°57'31" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 07°17'17", AN ARC LENGTH OF 164.09 FEET, A CHORD LENGTH OF 163.98 FEET AND A CHORD BEARING OF NORTH 55°50'28" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 41°13'33" EAST, 120.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A CENTRAL ANGLE OF 01°56'42", AN ARC LENGTH OF 47.86 FEET, A CHORD LENGTH OF 47.86 FEET AND A CHORD BEARING OF NORTH 50°55'59" EAST TO A ON A NON-TANGENT LINE; THENCE NORTH 41°13'33" EAST, 120.03 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF

1290.00 FEET, A CENTRAL ANGLE OF 02°30'21", AN ARC LENGTH OF 56.42 FEET, A CHORD LENGTH OF 56.42 FEET AND A CHORD BEARING OF NORTH 48°49'05" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 42°03'32", AN ARC LENGTH OF 227.56 FEET, A CHORD LENGTH OF 222.49 FEET AND A CHORD BEARING OF NORTH 68°35'40" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 173.38 FEET; THENCE SOUTH 00°22'34" EAST, 95.00 FEET; THENCE NORTH 89°37'26" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 15.663 ACRES MORE OR LESS.

LESS AND EXCEPT:

(TRACT-FD-2A-3)

A PROPOSED TRACT OF LAND, BEING TRACT FD-2A-3, AS SHOWN ON, "CROSSING AT KELLY PARK PHASE S1-2, 1-3 AND 2", A PROPOSED PLAT OF LANDS LOCATED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING.

THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH

12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST, 14.61 FEET; THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET; THENCE SOUTH 14°04'51" WEST, 55.21 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°41'56", AN ARC LENGTH OF 43.50 FEET, A CHORD LENGTH OF 38.22 FEET AND A CHORD BEARING OF SOUTH 31°09'41" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 12°17'07", AN ARC LENGTH OF 177.43 FEET, A CHORD LENGTH OF 177.09 FEET AND A CHORD BEARING OF SOUTH 12°32'43" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°28'10", AN ARC LENGTH OF 36.42 FEET, A CHORD LENGTH OF 33.28 FEET AND A CHORD BEARING OF NORTH 48°08'14" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 97.79 FEET; THENCE NORTH 00°07'41" WEST, 120.00 FEET; THENCE NORTH 89°52'19" EAST, 7.77 FEET; THENCE NORTH 00°07'41" WEST, 119.78 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 07°54'48", AN ARC LENGTH OF 134.66 FEET, A CHORD LENGTH OF 134.55 FEET AND A CHORD BEARING OF SOUTH 84°58'03" EAST, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.734 ACRES MORE OR LESS.

LESS AND EXCEPT:

(TRACT-FD-2A-4)

A PROPOSED TRACT OF LAND, BEING TRACT FD-2A-4, AS SHOWN ON, "CROSSING AT KELLY PARK PHASE S1-2, 1-3 AND 2", A PROPOSED PLAT OF LANDS LOCATED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING.

THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST,

14.61 FEET; THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET; THENCE SOUTH 14°04'51" WEST, 55.21 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°41'56", AN ARC LENGTH OF 43.50 FEET, A CHORD LENGTH OF 38.22 FEET AND A CHORD BEARING OF SOUTH 31°09'41" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 12°17'07", AN ARC LENGTH OF 177.43 FEET, A CHORD LENGTH OF 177.09 FEET AND A CHORD BEARING OF SOUTH 12°32'43" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°28'10", AN ARC LENGTH OF 36.42 FEET, A CHORD LENGTH OF 33.28 FEET AND A CHORD BEARING OF NORTH 48°08'14" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 06°11'06" WEST, 50.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°47'43", AN ARC LENGTH OF 39.18 FEET, A CHORD LENGTH OF 35.29 FEET AND A CHORD BEARING OF NORTH 45°13'49" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 120.00 FEET; THENCE NORTH 00°07'41" WEST, 65.00 FEET; THENCE NORTH 89°52'19" EAST, 95.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.176 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING:

PHASE 1A (DREAM FINDERS PROJECT AREA)

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE,

1328.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'34" EAST, ALONG SAID WEST LINE TO THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1470.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.06 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.99 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 05°29'10", AN ARC LENGTH OF 45.05 FEET, A CHORD LENGTH OF 45.03 FEET AND A CHORD BEARING OF SOUTH 86°47'24" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 05°57'11" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10", AN ARC LENGTH OF 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF NORTH 48°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°28'01" WEST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH OF 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF NORTH 05°39'16" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH OF 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF NORTH 34°05'16" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH OF 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF NORTH 44°12'55" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH OF 4.90 FEET, A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF NORTH 60°04'39" EAST TO THE OF POINT OF TANGENCY; THENCE RUN NORTH 88°07'28" EAST, 32.61 FEET; THENCE RUN NORTH 00°28'01" WEST, 59.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH OF 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF NORTH 35°38'35" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 69°24'38" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH OF 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF SOUTH 25°57'45" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH OF 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF SOUTH

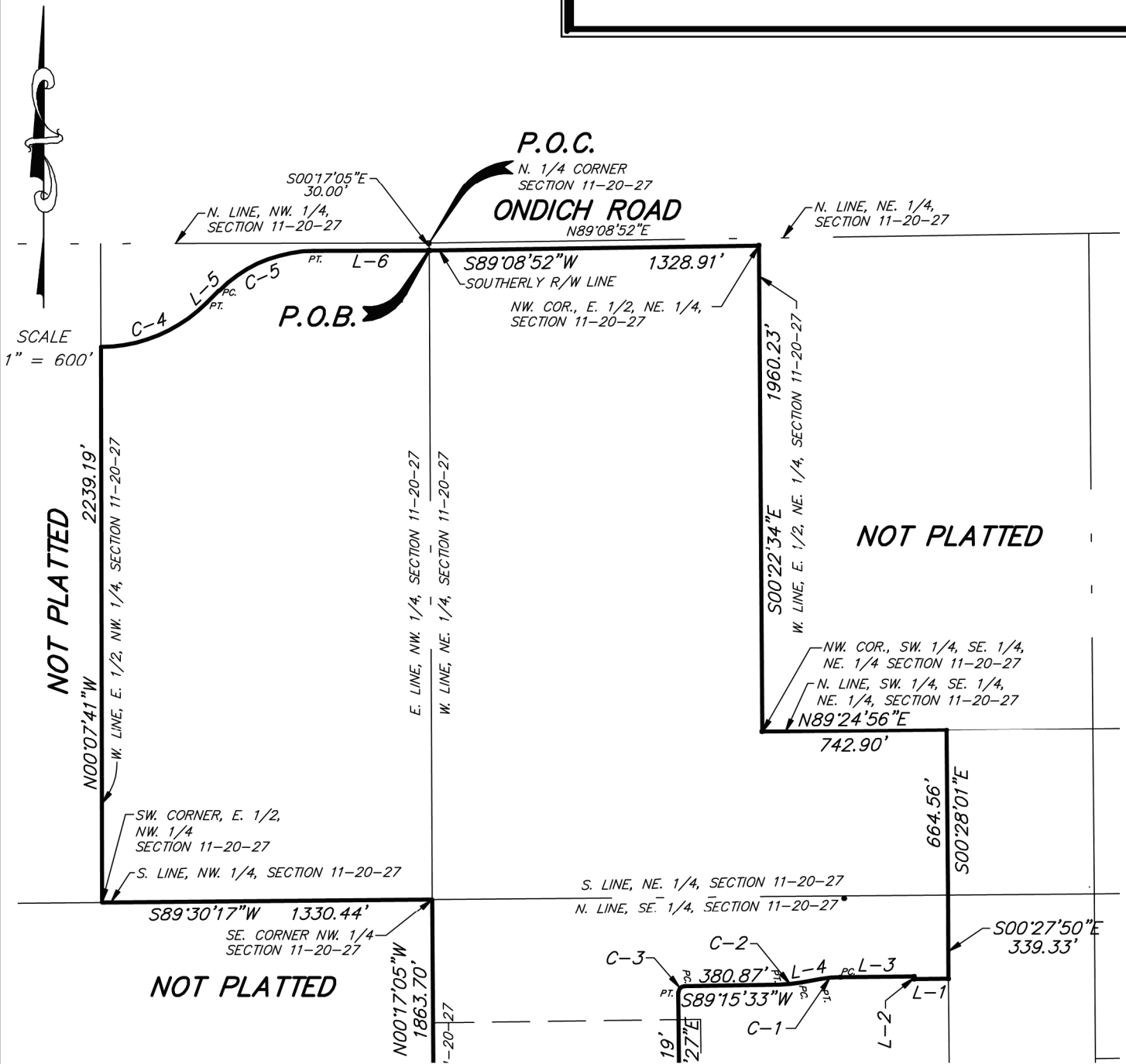
54°32'04" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH OF 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF SOUTH 62°18'50" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH OF 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF SOUTH 66°30'36" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 86°07'32" WEST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH OF 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF SOUTH 87°46'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°24'56" WEST, 163.27 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH OF 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF NORTH 63°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 102.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH OF 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF NORTH 07°24'57" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH OF 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF NORTH 50°27'17" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 39°45'28" WEST, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH OF 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF NORTH 82°47'48" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 204.97 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH OF 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF NORTH 06°41'17" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH OF 540.65 FEET, A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF NORTH 26°05'42" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH OF 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF NORTH 46°18'03" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 00°51'50" EAST, 55.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°22'34" WEST, 705.98 FEET; THENCE RUN SOUTH 89°37'26" WEST, 50.00 FEET; THENCE RUN NORTH 00°22'34" WEST, 201.67 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF NORTH 36°06'21" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE

SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF NORTH 73°38'51" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 14°32'25" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF NORTH 52°04'56" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 26.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 190.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 36.971 ACRES MORE OR LESS.

**LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD**

SKETCH OF ASSESSMENT AREA ONE



SEE SHEET 4 OF 4

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 3 OF 4

PEC | SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

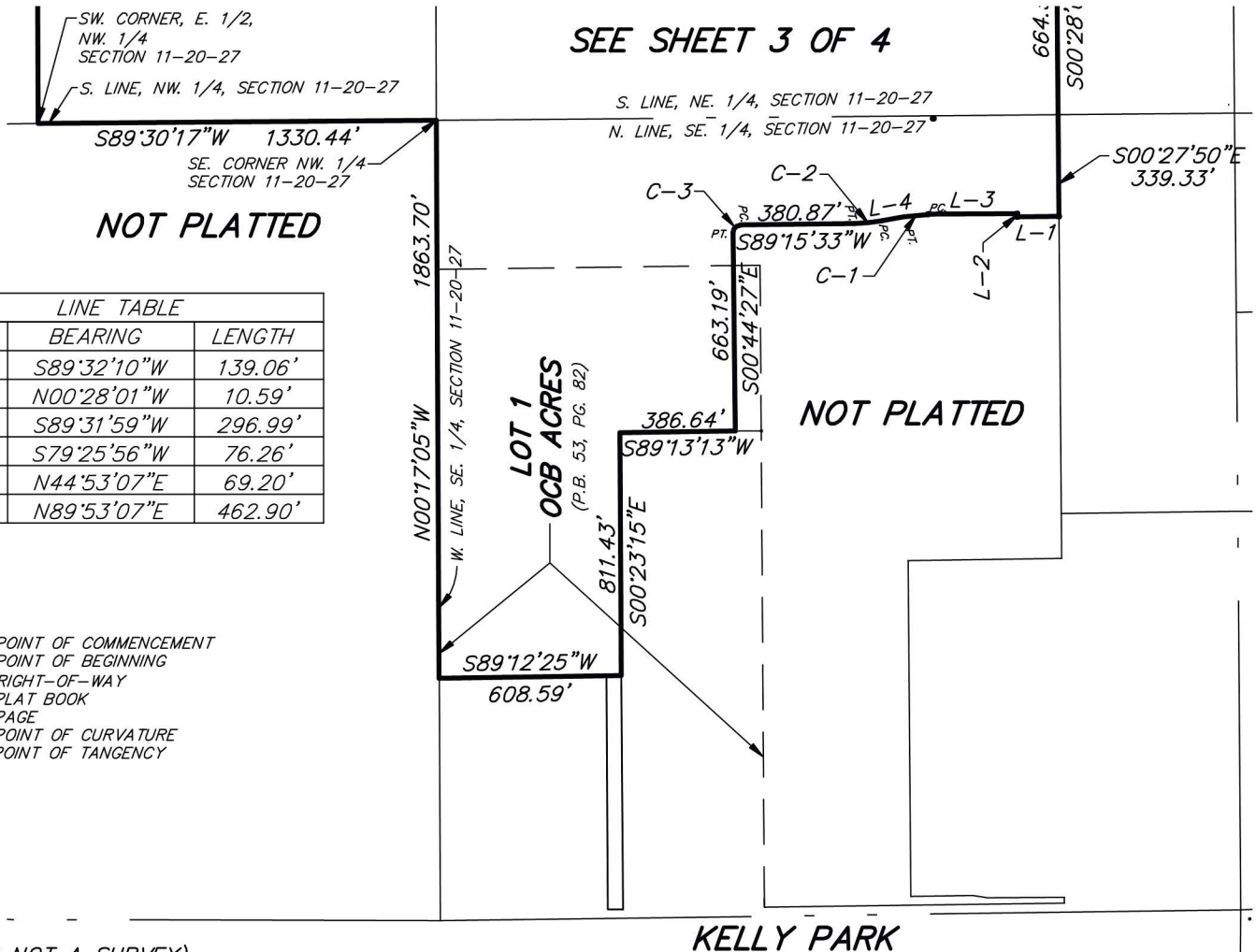
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LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-1	470.50'	10°06'03"	82.95'	82.84'	S84°28'58"W
C-2	529.50'	9°49'36"	90.81'	90.70'	S84°20'44"W
C-3	25.00'	90°00'00"	39.27'	35.36'	S44°15'33"W
C-4	603.70'	44°59'58"	474.14'	462.05'	N67°23'06"E
C-5	543.70'	45°00'00"	427.02'	416.13'	N67°23'07"E

SCALE
1" = 600'



LINE TABLE		
LINE	BEARING	LENGTH
L-1	S89°32'10"W	139.06'
L-2	N00°28'01"W	10.59'
L-3	S89°31'59"W	296.99'
L-4	S79°25'56"W	76.26'
L-5	N44°53'07"E	69.20'
L-6	N89°53'07"E	462.90'

LEGEND
P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
PC.....POINT OF CURVATURE
PT.....POINT OF TANGENCY

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 4 OF 4

PEC | **SURVEYING AND MAPPING, LLC**

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

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O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

5

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment
Methodology Report

October 25, 2023



Provided by:

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the “Preliminary First Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated July 6, 2022 and to provide a supplemental financing plan and a supplemental special assessment methodology for Assessment Area One (to be defined further herein) of the Kelly Park Community Development District (the “District”), located in the City of Apopka, Florida, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of 315 residential dwelling units projected to be developed within Assessment Area One of the District (“Assessment Area One”).

1.2 Scope of the Preliminary First Supplemental Report

This Preliminary First Supplemental Report presents the projections for financing a portion of what is known as the “2023 Project,” which refers to the portion of the District’s overall “Capital Improvement Plan” related to the development and supporting the development of Assessment Area One. The 2023 Project is described in the First Supplemental Engineer’s Report developed by Poulos & Bennett, LLC (the “District Engineer”) and dated July 2023, as revised October 25, 2023 (the “Supplemental Engineer’s Report”). This Preliminary First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding a portion of the 2023 Project with proceeds of indebtedness projected to be issued by the District.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the 2023 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area One as well as general benefits to properties outside of Assessment Area One and to the public at large. However, as discussed within this Preliminary First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area One. The District’s

2023 Project enables properties within the boundaries of Assessment Area One to be developed.

There is no doubt that the general public and property owners of property outside Assessment Area One will benefit from the provision of the 2023 Project. However, these benefits are only incidental since the 2023 Project is designed solely to provide special benefits peculiar to property within Assessment Area One. Properties outside Assessment Area One are not directly served by the 2023 Project and do not depend upon the 2023 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area One properties receive compared to those lying outside of Assessment Area One's boundaries.

The 2023 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area One developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area One to increase by more than the sum of the financed cost of the individual components of the 2023 Project. Even though the exact value of the benefits provided by the 2023 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Preliminary First Supplemental Report

Section Two describes the development program for Assessment Area One as proposed by the Developer, as defined below.

Section Three provides a summary of the 2023 Project as determined by the District Engineer.

Section Four discusses the financing program for Assessment Area One.

Section Five introduces the special assessment methodology for Assessment Area One.

2.0 Development Program

2.1 Overview

The District serves the Kelly Park development, a master planned residential development located in the City of Apopka, Florida. The

land within the District consists of approximately 213.4 +/- acres and is generally located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive.

2.2 The Assessment Area One Development Program

The development of Assessment Area One is anticipated to be conducted by Galvin Land Services, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan for Assessment Area One envisions a total of 315 residential dwelling units, although unit numbers, land use types and phasing may change throughout the development period. The portion of Assessment Area One that is projected to have the residential units constructed by the Developer and comprises Phase 1B is referred to as the "Gavin-Harris Project Area" while the portion of Assessment Area One that is projected to have the residential units constructed by DFC Kelly Park, LLC or an affiliate ("Dream Finders") and comprises Phase 1A is referred to as the "Dream Finders Project Area". Table 1 in the *Appendix* illustrates the development plan for Assessment Area One.

As referenced in the Supplemental Engineer's Report, Assessment Area One initially will include, generally stated, a 170.585-acre parcel, consisting of the 36.971-acre Phase 1A parcel, plus a 150.187-acre parcel that will be the boundary of the first plat, and less a 16.573-acre carve out parcel that is planned for future lots. After platting, Assessment Area One is anticipated to include only the Phase 1A and 1B lots. The Phase 1A parcel is treated as a "Transferred Parcel" for purposes of this report, and the gross assessment lien within the balance of Assessment Area One will be levied on an equal, per acre basis, until the Phase 1B lots are platted. A legal description for Assessment Area One is shown in Exhibit "A" in the *Appendix*.

3.0 The 2023 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 2023 Project

The 2023 Project comprises a portion of the Capital Improvement Plan for the District and is designed to serve and will benefit the 315 residential dwelling units that are projected to be developed within the Assessment Area One. According to the Supplemental Engineer's Report, the 2023 Project is comprised of certain master roadway and utility improvements which are designed to serve and benefit all parcels and units within Assessment Area One (the "Master Improvements"), certain neighborhood improvements ("Gavin-Harris Neighborhood Improvements") for the Gavin-Harris Project Area, and certain neighborhood improvements ("Dream Finders Neighborhood Improvements") for the Dream Finders Project Area.

The 2023 Project is projected to include public roadways, storm sewer and stormwater management facilities, utilities, hardscape/landscape/irrigation, parks, conservation, the differential cost of undergrounding electrical conduit, and soft costs for Phases 1A and 1B, as well as the Phase 1A/1B Master Project improvements, such as the project's entry boulevard and spine road, off-site roadway and utility improvements, and other associated master improvements and soft costs. All of the public infrastructure improvements included in the Master Improvements portion of the 2023 Project will comprise an interrelated systems of improvements for Assessment Area One, which means that all public infrastructure improvements that comprise the Master Improvements portion of the 2023 Project will serve all lands and all land use types within Assessment Area One and all will be interrelated such that all public infrastructure improvements that comprise the Master Improvements portion of the 2023 Project will reinforce one another.

Similarly, all of the public infrastructure improvements included in the Gavin-Harris Neighborhood Improvements and Dream Finders Neighborhood Improvements portions of the 2023 Project will comprise separate interrelated systems of improvements for the Gavin-Harris Project Area and the Dream Finders Project Area respectively, which means that all public infrastructure improvements that comprise the Gavin-Harris Neighborhood Improvements portion of the 2023 Project and the Dream Finders Neighborhood Improvements portion of the 2023 Project will serve all lands and all land use types within the Gavin-Harris Project Area and the Dream Finders Project Area respectively and all will be interrelated such that all public infrastructure improvements that comprise the Gavin-Harris Neighborhood Improvements and the Dream Finders Neighborhood Improvements portions of the 2023 Project will reinforce one another.

within the Gavin-Harris Project Area and the Dream Finders Project Area respectively.

Tables 2A and 2B in the *Appendix* illustrate the specific components of the 2023 Project and their costs, which total \$14,970,232.72 for the master infrastructure costs and \$10,265,720.00 for the neighborhood costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of public infrastructure improvements which will facilitate the development of lands within Assessment Area One. Generally, construction of public infrastructure improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure improvements has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Bonds, Series 2023 (Assessment Area One Project) in the estimated principal amount of \$8,020,000* (the "Series 2023 Bonds") to fund a portion of the 2023 Project costs in the estimated total amount of \$7,023,008.15*. It is anticipated that any costs of the 2023 Project which are not funded by the Series 2023 Bonds will be completed or funded by the Developer and Dream Finders pursuant to Completion Agreements and Acquisition Agreements that will be entered into by the District and the two developer entities.

4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2023 Bonds in the estimated principal amount of \$8,020,000* to finance a portion of the 2023 Project costs in the estimated total amount of \$7,023,008.15*. The Series 2023 Bonds are structured to be amortized in 30 annual installments. Interest payments on the Series 2023 Bonds would be made every May 1 and November 1, and principal payments on the Series 2023 Bonds would be made on either May 1 or November 1.

* Preliminary, subject to change.

In order to finance a portion of the costs of the 2023 Project in the estimated total amount of \$7,023,008.15*, the District will need to borrow more funds and incur indebtedness in the estimated principal amount of \$8,020,000*. The difference is comprised of funding a debt service reserve, capitalized interest, and costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2023 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2023 Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the 2023 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of Assessment Area One and general benefits accruing to areas outside of Assessment Area One but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2023 Project. All properties that receive special benefits from the 2023 Project will be assessed for their fair share of the debt issued in order to finance all or a portion of the 2023 Project.

5.2 Benefit Allocation

The most current development plan envisions the development of 315 residential dwelling units consisting of single-family units, although unit numbers and land use types may change throughout the development period.

All of the public infrastructure improvements included in the Master Improvements will comprise an interrelated systems of improvements for Assessment Area One, which means that all public infrastructure improvements that comprise the Master Improvements will serve all lands and all land use types within Assessment Area One and all will be interrelated such that all public infrastructure improvements that comprise the Master Improvements will reinforce one another.

Similarly, all of the public infrastructure improvements included in the Gavin-Harris Neighborhood Improvements and Dream Finders Neighborhood Improvements will comprise separate interrelated systems of improvements for the Gavin-Harris Project Area and the Dream Finders Project Area respectively, which means that all public infrastructure improvements that comprise the Gavin-Harris Neighborhood Improvements and the Dream Finders Neighborhood Improvements will serve all lands and all land use types within the Gavin-Harris Project Area and the Dream Finders Project Area respectively and all will be interrelated such that all public infrastructure improvements that comprise the Gavin-Harris Neighborhood Improvements and the Dream Finders Neighborhood Improvements will reinforce one another within the Gavin-Harris Project Area and the Dream Finders Project Area respectively.

By allowing for the land in Assessment Area One to be developable, both the public infrastructure improvements that comprise the 2023 Project and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within Assessment Area One will benefit from each infrastructure improvement category that is part of the Master Improvements, all of the land uses within the Gavin-Harris Project Area and the Dream Finders Project Area will benefit from each infrastructure improvement category that is part of the Gavin-Harris Neighborhood Improvements and the Dream Finders Neighborhood Improvements respectively, as the improvements provide basic infrastructure to all land within Assessment Area One (for the Master Improvements) and within the Gavin-Harris Project Area and the Dream Finders Project Area (for the Gavin-Harris Neighborhood Improvements and the Dream Finders Neighborhood Improvements respectively) and benefit all land within Assessment Area One (for the Master Improvements), the Gavin-Harris Project Area (for the Gavin-Harris Neighborhood Improvements) and Dream Finders Project Area (for the Dream Finders Neighborhood Improvements) as integrated systems of improvements.

As stated previously, the public infrastructure improvements included in the 2023 Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area One, as without such improvements, the development of the properties within 2023 Project would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within 2023 Project, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits

are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the 2023 Project of the District is proposed to be allocated to the different unit types within 2023 Project in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Tables 4A, 4B, and 4C in the *Appendix* illustrate the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within 2023 Project based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units, such as townhomes, will use and benefit from the District's improvements less than larger units, such as single-family units, as for instance, generally and on average smaller units or units produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the 2023 Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Tables 7A and 7B in the *Appendix* present the apportionment of the Series 2023 Bond Assessments in accordance with the ERU benefit allocation method presented in Tables 4A, 4B, and 4C as modified by the effects of the contributions illustrated in Tables 5A and 5B in the *Appendix*. Tables 7A and 7B also present the annual levels of the annual debt service assessments per unit.

Amenities. No Series 2023 Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the common elements are owned by the District, then they would be governmental property not subject to the Series 2023

Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Series 2023 Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Series 2023 Bond Assessments without specific consent thereto. If at any time, any real property on which Series 2023 Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Series 2023 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning Series 2023 Bond Assessments

The District ordinarily assigns debt assessments on a gross acre basis, until platting, at which time lots would be assigned debt assessments on a first-platted, first-assigned basis. Thus, initially, the Series 2023 Bond Assessments in the estimated amount of \$8,020,000* would ordinarily be assigned to the 170.585 acres within Assessment Area One on a per acre basis. Then, when a parcel of land is platted, that land would be assigned Series 2023 Bond Assessments based on the ERU factors and amounts set forth in Tables 4A, 4B and 4C.

However, as noted herein, the Dream Finders Project Area is treated as Transferred Property for purposes of this report because the Developer transferred Phase 1A to Dream Finders. As such, and in connection with that transfer, Phase 1A is being treated as its own assessment area, and will be allocated 160.28 ERUs, or an estimated \$3,086,099.24* in Series 2023 Bond Assessments. As the land within the Dream Finders Project Area is not yet platted for its intended final use and the precise location of the various land use types by lot or parcel is unknown, the Series 2023 Bond Assessments related to the Dream Finders Project Area will initially be levied on all land within the Dream Finders Project Area on a pro-rata gross acre basis. Thus, the Series 2023 Bond Assessments in the estimated amount of \$3,086,099.24* will be preliminarily levied on approximately 36.971 +/- gross acres at the estimated rate of \$83,473.51* per gross acre.

The remaining amount of Series 2023 Bond Assessments within Assessment Area One – estimated at \$4,933,900.76* – will be

* Preliminary, subject to change.

assigned to the remaining unplatted land – approximately 133.614 acres - within Assessment Area One on a gross acre basis, or at the estimated rate of \$36,926.53* per gross acre.

When the land is platted, the Series 2023 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned land use for that platted parcel as reflected in Tables 7A and 7B in the *Appendix*. Such allocation of Series 2023 Bond Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2023 Bond Assessments levied on unplatted gross acres within the District.

Transferred Property. In the event unplatted land is sold to a third party (the “Transferred Property”), the Series 2023 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Preliminary First Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2023 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total amount of Series 2023 Bond Assessments is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2023 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting). As noted herein, the Dream Finders Project Area is considered to be a Transferred Property.

Impact Fee Credits. The Engineer’s Report states that certain of the Phase 1A/1B Master Project costs may be eligible for impact fee credits. To ensure that there is no “double” charge to landowners in the form of a Series 2023 Debt Assessment that is used to finance an impact fee creditable improvement, plus an impact fee placed on an individual lot, the District’s acquisition agreements with the Developer and Dream Finders will require that the Developer and Dream Finders provide the District with sufficient consideration at no cost to the District in order to offset the value of the impact fee credits. This consideration may be in the form of: (i) infrastructure, work product and/or land (based on an appropriate appraisal) that is part of the 2023 Project; (ii) proceeds from the sale of impact fee credits,

* Preliminary, subject to change.

which can then be placed in the Acquisition and Construction Account of the Series 2023 Bonds and used to purchase from the Developer a previously unfunded portion of the 2023 Project; or (iii) a monetary paydown of Series 2023 Debt Assessments. By requiring this consideration, the District will ensure that there is sufficient benefit from the 2023 Project to justify the Series 2023 Debt Assessments, regardless of whether the District is entitled to receive any impact fee credits. Effectively, the District will ensure that any use of Series 2023 Bond monies to pay for impact fee creditable improvements will be offset with other value that goes directly to the Assessment Area One landowners.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area One. The District's public infrastructure improvements benefit assessable properties within Assessment Area One and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area One. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2023 Project make the land in Assessment Area One developable and saleable and when implemented jointly as parts of the 2023 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various land use types from the improvements is delineated in Tables 4A and 4B (expressed as the ERU factors).

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area One according to reasonable estimates of the special and peculiar benefits derived from the 2023 Project.

Accordingly, no acre or parcel of property within Assessment Area One will be liened for the payment of the Series 2023 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Tables 4A and 4B in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the "Remaining Developable Unplatted Lands" (i.e., those remaining developable unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2023 Bond Assessments to the product types being platted and the remaining property in accordance with this Second Supplemental Report, and cause the Series 2023 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat within the District has more than the anticipated ERUs (and Series 2023 Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer ERUs (and Series 2023 Bond Assessments) than originally contemplated in the Development Plan, then the District may

undertake a pro rata reduction of Series 2023 Bond Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the District has fewer than the anticipated ERUs (and Series 2023 Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Series 2023 Bond Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between: (i) the Series 2023 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2023 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District’s Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2023 Bond Assessments) are able to be imposed on the Remaining Developable Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Developable Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable prior to the recordation of the plat by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at

least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2023 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2023 Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Preliminary Assessment Roll

The Series 2023 Bond Assessments attributable to the Dream Finders Project Area in the estimated amount of \$3,086,099.24* are proposed to be levied over the area described in Exhibit "A".

The Series 2023 Bond Assessments attributable to the Gavin-Harris Project Area in the estimated amount of \$4,933,900.76* are proposed to be levied over the area described in Exhibit "B".

Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology

* Preliminary, subject to change.

described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Preliminary First Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with bond issuance.

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

7.0 Appendix

Table 1

Kelly Park Community Development District

Development Plan

Product Type	2023 Project - Phase 1A Units	2023 Project - Phase 1B Units	Future Project Units	Total Units
Single Family 40'	64	74	94	232
Single Family 52'	111	66	319	496
Single Family 56'	0	0	37	37
Total	175	140	450	765

Table 2A

Kelly Park Community Development District

Capital Improvement Program - 2023 Project Master Infrastructure

Improvement	Total Estimated Cost
Ph. 1-2 Master Infrastructure	\$3,809,527.13
Ph. 1-2 and Mass Grading Master Infrastructure (excluding improvements associated with Ph. 1-3 & 2 master infrastructure))	\$7,039,637.36
Enhanced Landscaping on Spine Road	\$675,000.00
Ph. 1-2 Gopher Tortoise Removal	\$310,011.57
Professional Fees (10%)	\$1,183,417.61
Contingency (15%)	\$1,952,639.05
Total	\$14,970,232.72

Table 2B

Kelly Park Community Development District

Capital Improvement Program - 2023 Project Neighborhood Infrastructure

Improvement	Dream Finders - Phase 1A Costs	Galvin-Harris - Phase 1B Costs	Total Estimated Cost
Storm Sewer / Drainage	\$562,000.00	\$449,600.00	\$1,011,600.00
Roadways	\$1,564,000.00	\$1,251,200.00	\$2,815,200.00
Hardscape/ Landscape/ Irrigation	\$363,172.00	\$207,522.00	\$570,694.00
Parks	\$250,000.00	\$0.00	\$250,000.00
Waters, Reclaim and Wastewater Utilities	\$1,501,500.00	\$1,201,200.00	\$2,702,700.00
Undergrounding of Conduit	\$415,000.00	\$350,000.00	\$765,000.00
Professional Fees (10%)	\$465,567.00	\$345,952.00	\$811,519.00
Contingency (15%)	\$768,186.00	\$570,821.00	\$1,339,007.00
Total	\$5,889,425.00	\$4,376,295.00	\$10,265,720.00

Table 3

Kelly Park

Community Development District

Preliminary Sources and Uses of Funds

Series 2023

Sources

Bond Proceeds:	
Par Amount	\$8,020,000.00
Total Sources	\$8,020,000.00

Uses

Project Fund Deposits:	
Project Fund	\$7,023,008.15
Other Fund Deposits:	
Debt Service Reserve Fund	\$636,591.85
Capitalized Interest Fund	\$0.00
Delivery Date Expenses:	
Costs of Issuance	\$360,400.00
Total Uses	\$8,020,000.00

Table 4A

Kelly Park

Community Development District

Benefit Allocation - Total

Product Type	Total Units	ERU Weight	Total ERU
Single Family 40'	212	0.77	163.24
Single Family 52'	516	1.00	516.00
Single Family 56'	37	1.08	39.96
Total	765		719.20

Table 4B

Kelly Park

Community Development District

Benefit Allocation - Phase 1A

Product Type	2023 Project - Phase 1A Units	ERU Weight	Total ERU	Percent of Total ERU
Single Family 40'	64	0.77	49.28	6.85%
Single Family 52'	111	1.00	111.00	15.43%
Single Family 56'	0	1.08	0.00	0.00%
Total	175		160.28	22.29%

Table 4C

Kelly Park

Community Development District

Benefit Allocation - Phase 1B

Product Type	2023 Project - Phase 1B Units	ERU Weight	Total ERU	Percent of Total ERU
Single Family 40'	74	0.77	56.98	7.92%
Single Family 52'	66	1.00	66.00	9.18%
Single Family 56'	0	1.08	0.00	0.00%
Total	140		122.98	17.10%

Table 5A

Kelly Park

Community Development District

Capital Improvement Program Cost Allocation - Phase 1A

Product Type	2023 Project - Phase 1A Units	CIP Cost Allocation to 2023 Project Phase 1A Units*	CIP Costs to be Contributed by Dream Finders to 2023 Project Phase 1A Units	CIP Costs Allocated to 2023 Project Phase 1A Units to be Funded by Series 2023 Bonds
Single Family 40'	64	\$4,415,211.91	\$3,584,884.45	\$830,327.45
Single Family 52'	111	\$9,944,978.12	\$8,072,849.19	\$1,872,128.93
Single Family 56'	0	\$0.00	\$0.00	\$0.00
Total	175	\$14,360,190.02	\$11,657,733.64	\$2,702,456.38

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 5B

Kelly Park

Community Development District

Capital Improvement Program Cost Allocation - Phase 1B

Product Type	2023 Project - Phase 1B Units	CIP Cost Allocation to 2023 Project Phase 1B Units*	CIP Costs to be Contributed by Galvin-Harris to 2023 Project Phase 1B Units	CIP Costs Allocated to 2023 Project Phase 1B Units to be Funded by Series 2023 Bonds
Single Family 40'	74	\$5,039,038.53	\$3,038,282.39	\$2,000,756.14
Single Family 52'	66	\$5,836,724.17	\$3,516,928.53	\$2,319,795.63
Single Family 56'	0	\$0.00	\$0.00	\$0.00
Total	140	\$10,875,762.70	\$6,555,210.92	\$4,320,551.78

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 6A

Kelly Park

Community Development District

Minimum Required Contribution Calculations - Phase 1A

Product Type	Number of Phase 1A Units	Minimum 2023 Project Costs Allocation Based on ERU	Minimum 2023 Project Costs Contributed by Dream Finders	2023 Project Costs Financed with Bonds
Single Family 40'	64	\$830,902.48	\$0.00	\$830,902.48
Single Family 52'	111	\$1,871,553.89	\$0.00	\$1,871,553.89
Single Family 56'	0	\$0.00	\$0.00	\$0.00
Total	175	\$2,702,456.38	\$0.00	\$2,702,456.38

Note: Table 6A quantifies the amount of benefit from the 2023 Project attributable to the different land use types within the District. Based on this information, Table 6A shows the minimum contributions of completed improvements required to buy-down the Series 2023 Bond Assessments to the target levels shown in Table 7A (i.e., \$2,702,456.38). In lieu of the District issuing additional bonds to finance the full cost of the 2023 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2023 Project - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 6B

Kelly Park

Community Development District

Minimum Required Contribution Calculations - Phase 1B

Product Type	Number of Phase 1B Units	Minimum 2023 Project Costs Allocation Based on ERU	Minimum 2023 Project Costs Contributed by Galvin-Harris	2023 Project Costs Financed with Bonds
Single Family 40'	74	\$2,001,829.89	\$0.00	\$2,001,829.89
Single Family 52'	66	\$2,318,721.88	\$0.00	\$2,318,721.88
Single Family 56'	0	\$0.00	\$0.00	\$0.00
Total	140	\$4,320,551.78	\$0.00	\$4,320,551.78

Note: Table 6B quantifies the amount of benefit from the 2023 Project attributable to the different land use types within the District. Based on this information, Table 6B shows the minimum contributions of completed improvements required to buy-down the Series 2023 Bond Assessments to the target levels shown in Table 7B (i.e., \$4,320,551.78). In lieu of the District issuing additional bonds to finance the full cost of the 2023 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2023 Project - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 7A

Kelly Park

Community Development District

Assessment Apportionment - Phase 1A

Product Type	Total Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit **
Single Family 40'	64	\$830,902.48	\$948,201.40	\$14,815.65	\$1,176.00
Single Family 52'	111	\$1,871,553.89	\$2,137,897.84	\$19,260.34	\$1,528.80
Single Family 56'	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	175	\$2,702,456.38	\$3,086,099.24		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Does not include applicable costs of collection and early payment discounts

Table 7B

Kelly Park

Community Development District

Assessment Apportionment - Phase 1B

Product Type	Total Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit **
Single Family 40'	74	\$2,001,829.89	\$2,284,785.08	\$30,875.47	\$2,450.76
Single Family 52'	66	\$2,318,721.88	\$2,649,115.68	\$40,138.12	\$3,185.98
Single Family 56'	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	140	\$4,320,551.78	\$4,933,900.76		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Does not include applicable costs of collection and early payment discounts

Exhibit A

THE SERIES 2023 BOND ASSESSMENTS WILL BE LEVIED AT AN ESTIMATED AMOUNT OF \$3,086,099.24 ON THE FOLLOWING PHASE 1A (DREAM FINDERS PROJECT AREA) PROPERTY:

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'34" EAST, ALONG SAID WEST LINE TO THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1470.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.06 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.99 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 05°29'10", AN ARC LENGTH OF 45.05 FEET, A CHORD LENGTH OF 45.03 FEET AND A CHORD BEARING OF SOUTH 86°47'24" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 05°57'11" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10", AN ARC LENGTH OF 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF NORTH 48°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°28'01" WEST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH OF 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF NORTH 05°39'16" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH OF 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF NORTH 34°05'16" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH OF 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF NORTH 44°12'55" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH OF 4.90 FEET, A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF NORTH 60°04'39" EAST TO THE OF POINT OF TANGENCY; THENCE RUN NORTH 88°07'28" EAST, 32.61 FEET; THENCE RUN NORTH 00°28'01" WEST, 59.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE,

HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH OF 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF NORTH 35°38'35" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 69°24'38" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH OF 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF SOUTH 25°57'45" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH OF 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF SOUTH 54°32'04" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH OF 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF SOUTH 62°18'50" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH OF 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF SOUTH 66°30'36" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 86°07'32" WEST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH OF 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF SOUTH 87°46'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°24'56" WEST, 163.27 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH OF 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF NORTH 63°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 102.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH OF 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF NORTH 07°24'57" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH OF 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF NORTH 50°27'17" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 39°45'28" WEST, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH OF 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF NORTH 82°47'48" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 204.97 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH OF 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF NORTH 06°41'17" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH OF 540.65 FEET, A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF NORTH 26°05'42" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH OF 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF NORTH 46°18'03" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 00°51'50" EAST, 55.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH

OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°22'34" WEST, 705.98 FEET; THENCE RUN SOUTH 89°37'26" WEST, 50.00 FEET; THENCE RUN NORTH 00°22'34" WEST, 201.67 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF NORTH 36°06'21" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF NORTH 73°38'51" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 14°32'25" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF NORTH 52°04'56" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 26.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 190.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 36.971 ACRES MORE OR LESS.

Exhibit B

THE SERIES 2023 BOND ASSESSMENTS WILL BE LEVIED AT AN ESTIMATED AMOUNT OF \$4,933,900.76 ON THE LANDS DESCRIBED BELOW:

LEGAL DESCRIPTION (TAKEN FROM *CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2 DRAFT PLAT*):

EXHIBIT A

ASSESSMENT AREA ONE LEGAL DESCRIPTION

LEGAL DESCRIPTION OF *CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2*:

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11. THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, THENCE RUN SOUTH 89°37'26" WEST, NON-RADIAL TO SAID CURVE, 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO THE POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET; THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST; THENCE SOUTH 14°32'25" WEST, NON-RADIAL TO SAID CURVE, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH

28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°22'34" EAST, 201.67 FEET; THENCE RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 705.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST; THENCE RUN, SOUTH 00°51'50" WEST, NON-RADIAL TO SAID CURVE, 55.01 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF SOUTH 46°18'03" WEST, TO A POINT ON REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH 540.65 FEET AND A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF SOUTH 26°05'42" WEST, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF SOUTH 06°41'17" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 35°50'08" EAST, 204.97 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF SOUTH 82°47'48" EAST; THENCE SOUTH 39°45' 28" EAST, NON-RADIAL TO SAID CURVE, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF SOUTH 50°27'17" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF SOUTH 07°24'57" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 35°50'08" EAST, 102.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF SOUTH 63°12'36" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°24'56" EAST, 163.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF NORTH 87°46'14" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 86°07'32" EAST,

60.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF NORTH 66°30'36" EAST THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF NORTH 62°18'50" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF NORTH 54°32'04" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF NORTH 25°57'45" EAST; THENCE RUN SOUTH 69°24'38" EAST, NON-RADIAL TO SAID CURVE, 59.00 FEET TO A POINT ON CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF SOUTH 35°38'35" EAST; THENCE RUN SOUTH 00°28'01" EAST, NON-RADIAL TO SAID CURVE, 59.02 FEET; THENCE RUN SOUTH 88°07'28" WEST, 32.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH 4.90 FEET, A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF SOUTH 60°04'39" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF SOUTH 44°12'55" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF SOUTH 34°05'16" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF SOUTH 05°39'16" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°28'01" EAST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10", AN ARC LENGTH 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF SOUTH 48°12'36" EAST; THENCE RUN SOUTH 05°57'11" EAST, NON-RADIAL TO SAID CURVE, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 04°36'53", AN ARC LENGTH 37.90 FEET, A CHORD LENGTH OF 37.89 FEET AND A CHORD BEARING OF SOUTH 81°44'23" WEST TO A POINT

OF TANGENCY; THENCE RUN SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 09°49'36", AN ARC LENGTH 90.81 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'33" WEST TO A POINT OF TANGENCY; THENCE SOUTH 00°44'27" EAST, 110.00 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'33" WEST, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 989.37 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2239.19 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF ONDICH ROAD SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, THE FOLLOWING FOUR (4) COURSES; THE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH 474.14 FEET, A CHORD LENGTH OF 462.05 FEET AND A CHORD BEARING OF NORTH 67°23'06" EAST TO A POINT OF TANGENCY; THENCE NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH 427.02 FEET, A CHORD LENGTH OF 416.13 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°53'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 150.187 ACRES MORE OR LESS.

LESS AND EXCEPT:

(TRACT-FD-2A-2)

A PROPOSED TRACT OF LAND, BEING TRACT FD-2A-2, AS SHOWN ON, "CROSSING AT KELLY PARK PHASE S1-2, 1-3 AND 2", A PROPOSED PLAT OF LANDS LOCATED IN SECTION 11, TOWNSHIP 20

SOUTH, RANGE 27 EAST, IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING.

THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST, 14.61 FEET; THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD

BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 04°47'37", AN ARC LENGTH OF 86.17 FEET, A CHORD LENGTH OF 87.15 FEET AND A CHORD BEARING OF NORTH 83°08'07" WEST TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 947.50 FEET, A CENTRAL ANGLE OF 07°25'50", AN ARC LENGTH OF 122.88 FEET, A CHORD LENGTH OF 122.79 FEET AND A CHORD BEARING OF NORTH 26°09'22" EAST TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 06°52'02", AN ARC LENGTH OF 137.24 FEET, A CHORD LENGTH OF 137.16 FEET AND A CHORD BEARING OF NORTH 86°41'40" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 194.29 FEET; THENCE SOUTH 03°47'46" EAST, 85.38 FEET; THENCE SOUTH 86°12'14" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°40'05", AN ARC LENGTH OF 40.87 FEET, A CHORD LENGTH OF 36.47 FEET AND A CHORD BEARING OF SOUTH 43°02'17" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 93.84 FEET; THENCE NORTH 02°43'36" WEST 322.33 FEET; THENCE NORTH 02°23'15" EAST, 156.15 FEET; THENCE NORTH 89°52'19" EAST, 96.41 FEET; THENCE SOUTH 69°07'09" EAST, 36.54 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 11°14'15", AN ARC LENGTH OF 53.94 FEET, A CHORD LENGTH OF 53.85 FEET AND A CHORD BEARING OF NORTH 29°44'17" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 81°38'19" WEST 111.10 FEET; THENCE SOUTH 89°52'19" WEST, 20.51 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTLY ALONG SAID CURVE, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 33°03'11", AN ARC LENGTH OF 227.87 FEET, A CHORD LENGTH OF 224.72 FEET AND A CHORD BEARING OF NORTH 42°57'31" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 07°17'17", AN ARC LENGTH OF 164.09 FEET, A CHORD LENGTH OF 163.98 FEET AND A CHORD BEARING OF NORTH 55°50'28" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 41°13'33" EAST, 120.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A CENTRAL ANGLE OF 01°56'42", AN ARC LENGTH OF 47.86 FEET, A CHORD LENGTH OF 47.86 FEET AND A CHORD BEARING OF NORTH 50°55'59" EAST TO A ON A NON-TANGENT LINE; THENCE NORTH 41°13'33" EAST, 120.03 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 02°30'21", AN ARC LENGTH OF 56.42 FEET, A CHORD LENGTH OF 56.42 FEET AND A CHORD BEARING OF NORTH 48°49'05" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 42°03'32", AN ARC LENGTH OF 227.56 FEET, A CHORD LENGTH OF 222.49 FEET AND A CHORD BEARING OF NORTH 68°35'40" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 173.38 FEET; THENCE SOUTH 00°22'34" EAST, 95.00 FEET; THENCE NORTH 89°37'26" EAST, 50.00 FEET TO THE POINT

OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 15.663 ACRES MORE OR LESS.

LESS AND EXCEPT:

(TRACT-FD-2A-3)

A PROPOSED TRACT OF LAND, BEING TRACT FD-2A-3, AS SHOWN ON, "CROSSING AT KELLY PARK PHASE S1-2, 1-3 AND 2", A PROPOSED PLAT OF LANDS LOCATED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING.

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THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.734 ACRES MORE OR LESS.

LESS AND EXCEPT:

(TRACT-FD-2A-4)

A PROPOSED TRACT OF LAND, BEING TRACT FD-2A-4, AS SHOWN ON, "CROSSING AT KELLY PARK PHASE S1-2, 1-3 AND 2", A PROPOSED PLAT OF LANDS LOCATED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.176 ACRES MORE OR LESS.

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KELLY PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION NO. 2023-07 TO AMEND CERTAIN PROVISIONS OF SECTIONS 1 AND 5 THEREOF RELATING TO THE CONDITIONS FOR THE ISSUANCE OF ITS KELLY PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA ONE PROJECT) (THE "SERIES 2023 BONDS") RATIFYING AND CONFIRMING ALL ACTIONS HERETOFORE TAKEN RELATING TO THE SALE OF THE SERIES 2023 BONDS; PROVIDING FOR INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kelly Park Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 2924 enacted by the City Commission of the City of Apopka, Florida (the "City") on April 6, 2022, effective on May 18, 2022; and

WHEREAS, the District determined to undertake, in one or more stages, the acquisition and/or construction of additional public infrastructure improvements for the special benefit of the District Lands (the "Assessment Area One Project"), as described in the First Supplemental Engineer's Report for the Kelly Park Community Development District, dated [September 2023]; and

WHEREAS, the Assessment Area One Project is to be financed in part with proceeds of the Series 2023 Bonds authorized to be issued pursuant to Resolution No. 2023-07 (the "Original Delegation Resolution") adopted by the Board of the District on August 9, 2023, in a principal amount not to exceed \$7,000,000; and

WHEREAS, the District's methodology for allocating debt to property within the District is set forth in the [Preliminary First Supplemental Special Assessment Methodology Report for Kelly Park Community Development District] dated [_____, 2023] (the "Supplemental Assessment Methodology") prepared by the District's assessment consultant, Wrathell, Hunt and Associates, LLC, which reflects certain increases in costs of the financing of the Assessment Area One Project which changed following the adoption of the Original Delegation Resolution; and

WHEREAS, the District now desires to amend the provisions of the Original Delegation Resolution to increase the maximum principal amount of Series 2023 Bonds that can be issued pursuant to Sections 1 and 5 thereof from \$7,000,000 to \$8,500,000, as reflected in the Supplemental Assessment Methodology; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Kelly Park Community Development District, as follows:

Section 1. Defined Terms. Any term used herein and not otherwise defined shall have the meaning given to such term in the Original Delegation Resolution.

Section 2. Amendment of Section 1 of the Original Delegation Resolution. Section 1 of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

There are hereby authorized and directed to be issued Kelly Park Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One Project) (the "Series 2023 Bonds") in an aggregate principal amount not to exceed \$8,500,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area One Project, (ii) making a deposit to the Series 2023 Reserve Account in an amount equal to the Series 2023 Reserve Requirement and (iii) paying certain costs of issuance in respect of the Series 2023 Bonds. The Series 2023 Bonds shall be issued under and secured by the Indenture the form of which by reference is hereby incorporated by reference into this Resolution as if set forth in full herein.

Section 3. Amendment of Section 5(iii) of the Original Delegation Resolution. Section 5(iii) of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

"(iii) The aggregate principal amount of the Series 2023 Bonds shall not exceed \$8,500,000;"

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 5. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 6. Ratification of Original Delegation Resolution. Except to the extent previously modified and/or hereby modified, the Original Delegation Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

[SIGNATURE PAGE FOLLOWS]

PASSED in Public Session of the Board of Supervisors of Kelly Park Community Development District, this 14th day of November, 2023.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary, Board of Supervisors

Chair, Board of Supervisors

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-02

**[RESTATED¹ SUPPLEMENTAL ASSESSMENT RESOLUTION
WITH DELEGATION OF AUTHORITY]**

[2023 BONDS / ASSESSMENT AREA ONE]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2023 ("BONDS"); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Kelly Park Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution No. 2022-30 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on **August 9, 2023**, and in order to finance all or a portion of what is known as the "Assessment Area One Project" a/k/a "2023 Project" ("**Project**"), the District adopted Resolution 2023-07 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Bonds, Series 2023 (Assessment Area One Project) ("**Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

¹ This Resolution restates Resolution 2023-08, and in order to address the fact that the District's Board adopted a further Delegated Award Resolution for the Bonds.

WHEREAS, the District intends to secure the Bonds by levying debt service special assessments (“**Assessments**”) pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *First Supplemental Engineer’s Report*, attached to this Resolution as **Exhibit A (“Supplemental Engineer’s Report”)**, identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer’s Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *First Supplemental Special Assessment Methodology Report*, and attached to this Resolution as **Exhibit B (“Supplemental Assessment Report”)**, applies the *Master Special Assessment Methodology Report*, dated July 6, 2022 (“**Master Assessment Report**”) to the Project and the actual terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a. herein.
- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Project benefits all developable property within “Assessment Area One” a/k/a “2023 Project” of the District, as further described in **Exhibit C** attached hereto (“**Assessment Area**”). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the special assessments (“**Assessments**”), as described in **Exhibit B**, and such the Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

- a. Prepare final versions of the Supplemental Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
 - i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
 - ii. the final versions shall be approved by the Chairperson or, in the Chairperson's absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairman, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and
 - iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.
- b. After pricing, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and
- c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s), and shall cover all developable acreage within the Assessment Area, as further provided in the Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by resolution, determine such land to be benefitted by the Series Project and reallocate the Assessments securing the Bonds in order to impose Assessments on the newly added and benefitted property.

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

- a. The Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Report shall reflect the actual

terms of the issuance of the Bonds. The Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.

- b. The District hereby certifies the Assessments for collection and authorizes and directs District staff to take all actions necessary to meet the time and other deadlines imposed for collection by the County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Assessments shall be collected for the upcoming fiscal year. The 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 the 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.

6. **IMPACT FEE CREDITS.** In lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in any applicable *Acquisition Agreement* between the District and the project developer unless otherwise provided for in the financing documents associated with the Bonds.

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the Bonds or in the Master Assessment Resolution), attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Bonds, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairman is hereby authorized to act in the place of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's

Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the place of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

12. **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.

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

APPROVED and **ADOPTED** this 14th day of November, 2023.

ATTEST:

KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *First Supplemental Engineer's Report*
Exhibit B: *Final First Supplemental Special Assessment Methodology Report*
Exhibit C: Legal Description of the Assessment Area
Comp. Exhibit D: Maturities and Coupon of Bonds
Sources and Uses of Funds for Bonds
Annual Debt Service Payment Due on Bonds

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

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

ATTEST:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Offices of Poulos & Bennett, LLC, 2602 E. Livingston Street, Orlando, Florida 32803</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
December 13, 2023	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
August 14, 2024	Regular Meeting	11:00 AM

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, and within Orange County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kelly Park Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Orange County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

11A

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT**

KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

STATE OF FLORIDA

COUNTY OF Seminole

BEFORE ME, the undersigned, personally appeared _____ of Galvin Harris Land Services LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, _____, serve as _____ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Kelly Park Community Development District ("**District**") to accept an assignment of the Contractor Agreement defined herein.
- (ii) Contract for construction of completed mass grading to date ("**Work**") by and between the Developer and Blue Ox Enterprises LLC ("**Contractor**"), titled *Agreement between Owner and Contractor*, dated August 29, 2023 ("**Contractor Agreement**" or "**Project**") and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement as it relates to certain completed work to date ("**Work**") as described on **Exhibit A-2**, agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable)¹, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

¹ The Contractor Agreement was assigned when the project was nearly complete, and therefore a payment and performance bond was not available.

- (v) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[Signatures on next page]

Executed this ___ day of _____, 2023.

GALVIN HARRIS LAND SERVICES LLC

[Print Name]

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____, as _____ of _____, on its behalf. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida

EXHIBIT A-2

Description of Completed Work and Acquisition Cost

Completed Mass Grading Work - The Work identified in Pay Application #1 and #2 summarized as follows:

Application No.	Total Invoice Amount
1	\$3,859,979.47
2	\$926,815.66
TOTAL:	\$4,786,795.13

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

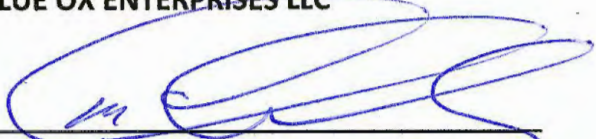
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Blue Ox Enterprises LLC ("**Contractor**"), hereby agrees as follows:

- (i) Contract for construction of mass grading by and between the Developer and Contractor, titled *Agreement between Owner and Contractor*, dated August 29, 2023 ("**Contractor Agreement**" or "**Project**") has been assigned to the Kelly Park Community Development District ("**District**") as it relates to certain completed work to date ("**Work**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents that the Contractor Agreement was assigned when the Project was nearly complete, and therefore a payment and performance bond was not available.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[continue onto next page]

Executed this 24th day of Nov., 2023.

BLUE OX ENTERPRISES LLC


By: Matthew Lemblich
Its: CEO

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of Nov., 2023, by Matthew Lemblich as CEO of Blue Ox Enterprises LLC, on its behalf. He is personally known to me or produced _____ as identification.



Notary Public, State of Florida



**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT**

1. **ASSIGNMENT.** This Addendum applies to that certain *Agreement between Owner and Contractor*, dated August 29, 2023 for construction of completed work to date (“**Contract**” or “**Project**”), by and between the Kelly Park Community Development District (“**District**”) and Blue Ox Enterprises LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** The Contract was assigned when the Project was nearly complete, and therefore a payment and performance bond was not available.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

5. **INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million

Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the

required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public

records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

8. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

If to the District: Kelly Park Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave
Tallahassee, Florida 32301
Attn: Jere Earlywine

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or 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, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

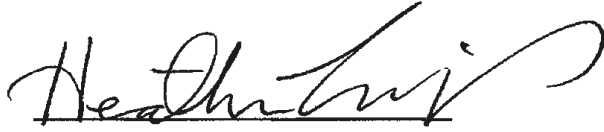
14. COUNTERPARTS; ELECTRONIC SIGNATURES. THE Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree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

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

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

BLUE OX ENTERPRISES LLC



Witness

Heath Friedrich

Print Name of Witness



By: Matthew Lembrich

Its: CEO

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name of Witness

By:

Its:

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Kelly Park Community Development District

by Matthew Lemberich, Owner
(print individual's name and title)

for Blue Ox Enterprises LLC
(print name of entity submitting sworn statement)

whose business address is

500 North Hwy, Sanford, FL 32713

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

[Signature]
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of Nov., 2023, by Matthew Lemberich, of Blue Ox Enterprises LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Signature of Notary Public taking acknowledgement

My Commission Expires: _____
(SEAL)



EXHIBIT B

PUBLIC ENTITY CRIMES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Kelly Park Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Owner for Blue Ox Enterprises LLC ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 500 Northway
Sanford, FL 32773
4. Contractor's Federal Employer Identification Number (FEIN) is 20-2296476

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 2nd day of Nov., 2023.

BLUE OX ENTERPRISES LLC
By: [Signature]
Title: CFO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of Nov., 2023, by Matthew Embick of Blue Ox Enterprises LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[Signature]



Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT C

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Nine Thousand and no/100 Dollars \$ 9,000.00
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 2nd day of Nov., 2023.

BLUE OX ENTERPRISES LLC

By: [Signature]
Title: CEO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of Nov., 2023, by Melissa Smith of Blue Ox Enterprises LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



[Signature]
Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ²	Item Total Cost
Trench Safety	6	3,000	9000.00
Project Total			9000.00

Dated this 24th day of Nov., 2023.

Subcontractor: Blue Ox Enterprises LLC
 By: [Signature]
 Title: CEO

STATE OF Florida
 COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of Nov., 2023, by Matt Kelenbrun of Blue Ox Enterprises LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



[Signature]
 Notary Public, State of Florida
 Print Name: _____
 Commission No.: _____
 My Commission Expires: _____

² Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

CORPORATE DECLARATION REGARDING COSTS PAID
KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

Galvin Harris Land Services LLC, a Florida limited liability company (“Galvin Harris”), does hereby certify to the Kelly Park Community Development District (“District”), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Galvin Harris is the developer of certain lands within the District.
2. The District’s *Engineer’s Report*, dated July 6, 2022, as supplemented by that *First Supplemental Engineer’s Report for the Kelly Park Community Development District*, dated September 2023 (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product 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. Galvin Harris has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Galvin Harris has spent on those improvements and/or work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Galvin Harris agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
4. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed work and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

GALVIN HARRIS LAND SERVICES LLC, a Florida limited liability company

Name: _____

Title: _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, _____ of Galvin Harris Land Services LLC, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A – Description of Completed Work to Date

ACKNOWLEDGMENT AND RELEASE
KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 2nd day of November, 2023, by **Blue Ox Enterprises LLC**, having offices located at 121 Snell Isle Blvd NE, St. Petersburg, Florida 33704 ("**Contractor**"), in favor of the **Kelly Park Community Development District**, which is a local unit of special-purpose government situated in Orange County, Florida, and having offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**").

RECITALS

WHEREAS, pursuant to that certain *Agreement between Owner and Contractor*, dated August 29, 2023, all as amended and supplemented from time to time (collectively, "**Contract**"), between Contractor and Galvin Harris Land Services LLC ("**Developer**"), Contractor has constructed for Developer certain completed work, as described in **Exhibit A** ("**Work**"); and

WHEREAS, Developer may in the future convey the Work 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 Work; 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:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF COMPLETED WORK. Contractor acknowledges that the District is acquiring or has acquired from Developer the Work constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Work for the same. However, the District's acquisition of the Work and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Work and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Work, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Work and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Work.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work identified in Pay Applications #1-2 less the retainage that is still due to Contractor. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Work identified in Pay Applications #1-2 less the retainage, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work. 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 Work identified in Pay Applications #1-2, however the retainage on the same is still due to Contractor. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

Subsequent to the issuance of Pay Applications #1-2, the remainder of the Contract was assigned to the District. Notwithstanding anything to the contrary herein, Contractor is owed **\$6,158,842.34** (outstanding amounts and retainage, including the retainage due from Work identified in Pay Applications #1-2) related to the Work and understands that such amounts shall be paid by the District as funds become available and construction progresses.

[CONTINUED ON NEXT PAGE]

SECTION 7. EFFECTIVE DATE. This Release shall take effect upon execution.

BLUE OX ENTERPRISES LLC

By: Matthew Lembrich
Its: CEO

STATE OF FLORIDA)
COUNTY OF Seville)

I HEREBY CERTIFY that on this 2nd day of Nov., 2023, before me by means of physical presence or online notarization appeared Matthew Lembrich of Blue Ox Enterprises, LLC and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this 2nd day of Nov., 2023.

Print Name: _____
Notary Public, State of Florida
My Commission No.: _____
My Commission Expires: _____

(NOTARIAL SEAL)



DISTRICT ENGINEER'S CERTIFICATE
KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

_____, 2023

Board of Supervisors
Kelly Park Community Development District

Re: Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of Poulos & Bennett LLC ("**District Engineer**"), as District Engineer for the Kelly Park Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Galvin Harris Land Services LLC, a Florida limited liability company ("**Developer**") of certain completed work to date ("**Work**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Work is within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated July 6, 2022, as supplemented by that *First Supplemental Engineer's Report for the Kelly Park Community Development District*, dated September 2023 (together, the "**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
3. The Work was installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work, and (ii) the reasonable fair market value of the Work.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Work 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 (which transfers the Engineer consents to and ratifies).

6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Work.

FURTHER AFFIANT SAYETH NOT.

POULOS & BENNETT LLC

_____, P.E.

Florida Registration No. _____
Consulting Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, P.E., on behalf of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit A – Description of Completed Work to Date

BILL OF SALE AND LIMITED ASSIGNMENT
KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of _____, 2023, by **Galvin Harris Land Services LLC**, a Florida limited liability company, whose mailing address for purposes hereof is 121 Snell Isle Blvd NE, St. Petersburg, Florida 33704 ("**Grantor**"), and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, to it paid by the **Kelly Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, 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.

Signed, sealed and delivered by:

WITNESSES

GALVIN HARRIS LAND SERVICES LLC

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by _____, as the _____ of Galvin Harris Land Services LLC, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A – Description of Completed Work to Date

DEMAND NOTE AGREEMENT

WHEREAS, on _____, 2023, the **Kelly Park Community Development District** (“**District**” or “**Owner**”) entered into a contract with **Blue Ox Enterprises LLC**, a Florida limited liability company (“**Principal**”), for construction services, specifically for earthwork, for the Kelly Park Road Segment 1-2 and Mass Grading Project, a copy of which is attached hereto as **Exhibit “A”** (“**Contract**”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, **Galvin Harris Land Services LLC** (“**Guarantor**”), desires to provide this instrument (“**Demand Note**”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to \$10,945,637.47 (“**Contract Price**”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

Notwithstanding anything to the contrary herein, and as a point of clarification, nothing in this Demand Note shall relieve Owner of its obligation to timely make payment to Principal for work performed under the Contract, and Principal's obligations under this Demand Note shall be subject to Principal timely making payments to the Principal for work performed, and to the extent required under the Contract.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor and Principal under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("**Notifications**") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

- A. If to District:**
Kelly Park CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

- B. If to Guarantor:**
Galvin Harris Land Services LLC
121 Snell Isle Blvd NE
St. Petersburg, Florida 33704

- C. If to Principal:**
Blue Ox Enterprises LLC
500 North Way
Sanford, Florida 32773

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications 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 Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to

whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the 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 Demand Note 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 Demand Note 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.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

This Demand Note shall become effective immediately.

[SIGNATURE PAGE FOR DEMAND NOTE AGREEMENT]

WITNESSES:

Signed, sealed and delivered
in the presence of:

**Kelly Park Community
Development District**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___
online notarization this ____ day of _____, 2023 by the Chairperson/Vice Chairperson of the
Kelly Park Community Development District, on behalf of District. He/she is personally known to me or has
produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

[SIGNATURE PAGE FOR DEMAND NOTE AGREEMENT]

Signed, sealed and delivered
in the presence of:

Galvin Harris Land Services LLC
a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___
online notarization this ___ day of _____, 2023 by _____ who is an
authorized signatory of Galvin Harris Land Services LLC. He/she is personally known to me or has produced
_____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

{Notary Seal}

[SIGNATURE PAGE FOR DEMAND NOTE AGREEMENT]

Signed, sealed and delivered
in the presence of:

Blue Ox Enterprises LLC
a Florida limited liability company

Heather Friedrich
Print Name: Heather Friedrich

By: [Signature]
Name: Matthew Lembrich
Title: CEO

Crystal Hubbard
Print Name: Crystal Hubbard

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of Nov., 2023 by Matthew Lembrich who is an authorized signatory of Blue Ox Enterprises LLC. He/she is personally known to me or has produced _____ as identification.



[Signature]
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Exhibit A: Contract

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

11B

**ASSIGNMENT OF SITE WORK AGREEMENT &
ACQUISITION OF COMPLETED WORK TO DATE**

KELLY PARK ROAD SEGMENT 1-2 AND MASS GRADING PROJECT

Assignor: Galvin Harris Land Services, LLC ("**Assignor**")
Owner/Assignee: Kelly Park Community Development District ("**Assignee**")
Contractor: Blue Ox Enterprises, LLC ("**Contractor**")
Contract: *Agreement between Owner and Contractor*, dated August 29, 2023
 ("**Contract**" or, with respect to the work thereunder, the "**Project**")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor's Acknowledgement and Acceptance of Assignment and Release.

Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Additionally, at this time, and pursuant to the *Acquisition Agreement*, dated _____, 202__ between the Developer and the District ("*Acquisition Agreement*"), Developer wishes to assign over the Contract and convey the work completed to date as part of the Project, and all related work product, which work and work product are part of the District's capital improvement plan as described in the District's *Engineer's Report*, dated July 6, 2022. All such conveyances shall be completed by separate instrument pursuant to the *Acquisition Agreement*.

[SIGNATURES ON THE NEXT PAGE]

Executed in multiple counterparts to be effective the ____ day of _____, 2023.


GALVIN HARRIS LAND SERVICES, LLC

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

BLUE OX ENTERPRISES LLC

By: 
Printed Name: Matthew Lemberich
Title: CFO

EXHIBITS:

- Developer's Affidavit and Agreement Regarding Assignment of Contract
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12A

This instrument was prepared by and upon recording should be returned to:

KUTAK ROCK, LLP
107 W. College Ave.
Tallahassee, Florida 32301

(This space reserved for Clerk)

**COST SHARE AGREEMENT
(KELLY PARK SEGMENT 1-2 AND MASS GRADING PROJECT)**

THIS COST SHARE AGREEMENT (“Agreement”) is made and entered into to be effective this ____ day of _____, 2023, by and between:

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

GALVIN HARRIS LAND SERVICES LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is c/o 121 Snell Isle Blvd NE, St. Petersburg, Florida 33704 (“**Developer**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, the District has accepted the assignment of agreements (“**Construction Contract**”) with Blue Ox Enterprises LLC (“**Contractor**”) in connection with the design and construction of various infrastructure improvements (“**Project**”); and

WHEREAS, as used herein, the term “**Work**” shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

WHEREAS, District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the District’s Capital Improvement Program described in the *Engineering Report*, July 6, 2022 (“**Capital Improvement Plan**”), and benefit lands within the District (“**District Items of Work**”); and

WHEREAS, Developer has agreed to pay for the cost of the work identified on **Exhibit A** as such items of Work are not included in the District's Capital Improvement Plan; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

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

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. ITEMS OF WORK. The Contractor's proposal describes the scope of the work ("**Total Work**"), as included in the Contract. **Exhibit A** identifies those items that are to be the responsibility of the Developer to fund ("**Developer Items of Work**"). The District and Developer shall each own, operate and maintain their respective Items of Work.

3. COST ALLOCATIONS.

3.1 Cost Allocation. Developer shall pay all of the costs of the Developer Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.

3.2 Cost Allocation for Services. Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction services attributable to the Developer Items of Work and notify Developer of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

3.3 Dispute of Engineer's Determination. Should the District or Developer dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy-two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the District and Developer, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give Developer the right to dispute the cost of the Developer Items of Work to

the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: Within fifteen (15) business days from the receipt of an application for payment certified by the Project Manager, the District Manager or his designee shall prepare a requisition and forward the requisition to the Engineer for execution and return to the District Manager. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee, the District shall send Developer a written invoice for the portion of the costs included on the application for payment. Within twenty (20) days of receipt of such invoice, Developer shall remit the requested funds to the District.

5. ACCEPTANCE OF WORK

5.1 *Acceptance of Work.* Before the District makes Final Payment as defined below, the District shall provide Developer with a certificate from the Engineer that, to the best of his knowledge, the Developer Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, Developer shall inspect the Project and provide written notice to the District that the Developer Items of Work, to the best of Developer's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by Developer to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to Developer that such notice be provided. Should Developer fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, Developer is deemed to have determined that the Developer Items of Work are in substantial compliance with the Construction Contract.

5.2 *Substantial Compliance.* If Developer's notice is that the Developer Items of Work are in substantial compliance (or if Developer fails to provide notice as provided in subsection 5.1), then Developer shall be deemed to have accepted the Developer Items of Work except as to defects not then readily discoverable. Developer shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from Developer, the District shall pay the Contractor. Subsequent to Developer's

giving such notice of such substantial compliance and the making of Final Payment by the District, Developer agrees that it shall have no claim against the District with respect to any Developer Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.

- 5.3 *Non-Compliance.* In the event Developer's notice is that Developers Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying Developers Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the Developers Items of Work. In the event the District disputes Developer's notice of non-compliance, notice of such dispute shall be provided to Developer by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Developer Items of Work subject to Developer's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractor, Developer shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the Developer Items of Work, provided that the defective Developer Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by Developer pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5 *Final Payment.* "Final Payment" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily completed all corrections identified in the Final Inspection, as provided in the Construction Contract.

6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

- 6.1 *Defective Work.* The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the Developer Items of Work without the written consent of Developer.

- 6.2 *Entitlement to Credits.* In the event the Developer gives written consent in accordance with Section 6.1, Developer shall be entitled to receive the benefit of any credits with respect to the Developer Items of Work as determined in accordance with the Construction Contract.
- 6.3 *Record Drawings.* Upon request, the District shall furnish Developer, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction ("**Record Drawings**"). The Record Drawings shall be delivered to Developer upon Final Completion of the Work.

7. INSURANCE AND WAIVER OF SUBROGATION.

- 7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of Developer, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing Developer as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, Developer will pay those additional costs. Developer will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that Developer, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to Developer for the proceeds of such insurance that is applicable to the Developer Items of Work.
- 7.2 *Waiver of Subrogation.* The District and Developer waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

8. LICENSE. Developer hereby grants the District and the District's agents a temporary license to enter property owned by Developer, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter Developer's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

9. OBLIGATIONS OF DEVELOPER. It is the intent of the Parties that Developer's participation in the cost of the Project is not as Owner (as such term is defined in the Contract) or as a party to the Contract and that Developer shall incur no liability or obligation to third parties, including the Contractor and Engineer, by entering into this Agreement. Developer hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by Developer for the Project, from a governmental entity, whether local, state or federal. The District does

hereby agree to provide written notice to Developer of such notices as the necessity for the notices arises. Developer agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the Developer Items of Work portion of the Contract or as are otherwise related to the Developer Items of Work

10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.

11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

12. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Contract shall have the meanings designated in the Contract, unless otherwise indicated in this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Contract pursuant to a Change Order issued in accordance with the Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Contract resulting from a Change Order shall serve to amend this Agreement accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

15. AUTHORITY TO CONTRACT. 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

16. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to Developer:	Galvin Harris Land Services LLC 121 Snell Isle Blvd NE St. Petersburg, Florida 33704 Attn: _____
------------------	---

If to District:	Kelly Park Community Development District 2300 Glades Road, Suite 410W
-----------------	---

Boca Raton, Florida 33431
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Jere Earlywine

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

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto 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 or give the Contractor, Engineer, or 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.

18. EFFECTIVE DATE. This Agreement shall be effective as of the date first set forth above.

19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Orange County, Florida.

20. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.

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

22. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

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

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT]

WITNESS

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of KELLY PARK COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR COST SHARE AGREEMENT]

WITNESS

GALVIN HARRIS LAND SERVICES LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of GALVIN HARRIS LAND SERVICES LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A: Developer Items of Work

EXHIBIT A:
Developer Items of Work

Any private work that may be identified in the Construction Contract.

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12B

**CONSTRUCTION FUNDING AGREEMENT
(KELLY PARK SEGMENT 1-2 AND MASS GRADING PROJECT)**

THIS AGREEMENT is made and entered into by and between the following parties and to be effective the __ day of _____, 2023:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Apopka, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

GALVIN HARRIS LAND SERVICES LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is c/o 121 Snell Isle Blvd NE, St. Petersburg, Florida 33704 ("**Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Apopka, Florida, and for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner and/or developer of certain parcels of land in Palm Bay, Florida, located within the boundaries of the District; and

WHEREAS, the Developer has entered into a certain site work contract between the Developer and Blue Ox Enterprises LLC ("**Contractor**"), and dated August 29, 2023 ("**Construction Contract**"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Developer assigned the Construction Contract to the District, effective November __, 2023; and

WHEREAS, the Construction Contract includes improvements for the District's "Kelly Park Project" ("**Project**"), which is more fully described in the *Engineering Report*, dated July 6, 2022, as may be modified from time to time); and

WHEREAS, the Developer has represented that the Construction Contract was publicly and competitively bid, and that the Construction Contract is solely for public infrastructure comprising a portion of the Project; and

WHEREAS, at the Developer's request, the District may in the future and in its sole discretion elect to issue certain tax-exempt, special assessment revenue bonds (together, "**Bonds**") in order to finance a portion of the Project; and

WHEREAS, the District does not presently have sufficient funds available to provide for the construction of anticipated improvements and facilities that are a part of the Project; and

WHEREAS, in consideration of the Developer promptly providing funds in order to fund the

Construction Contract and any related engineering work, the District agrees to enter into this Agreement and accept an assignment of the Construction Contract.

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

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

2. FUNDING. The Developer agrees to make available to the District such monies as are necessary to enable the District to fund, and otherwise proceed with, (i) the Construction Contract (as amended from time to time by any change orders), as well as (ii) any design, engineering, and construction administration associated with the Construction Contract (e.g., any funding needed under the Engineering Contract). The Developer will make such funds available on a monthly basis, and within ten (10) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. Any funds provided under this Agreement by the Developer may be eligible for repayment by the District to the extent provided for under, and subject to the terms of, the *Acquisition Agreement*, between the parties and dated _____, 2023.

3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer, or any nonpayment of debt assessments securing the Bonds by the Developer, shall be a default hereunder.

4. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

7. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to

the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

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

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

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

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

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

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

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

GALVIN HARRIS LAND SERVICES LLC

By: _____
Its: _____

Exhibit A: Site Work Construction Contract

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12C



Orlando Office
2602 E. Livingston Street
Orlando, Florida 32803

(407) 487-2594
www.poulosandbennett.com

Jacksonville Office
7563 Philips Hwy., Suite 303
Jacksonville, Florida 32256

February 8, 2023

Via Email

Kelly Park Community Development District
c/o Mike Galvin
121 Snell Isle Blvd.
St. Petersburg, FL 33704
mike@galvincompany.com

Subject: Amendment 2
Kelly Park CDD – CDD Services
Parcel ID(s): Municipal Right-of-Way
Poulos & Bennett Job No. 21-027B

Dear Kelly Park Community Development District:

Pursuant to the original executed agreement dated May 18, 2022, Poulos & Bennett, LLC provides this amendment to the original agreement for the additional services as outlined below. All services shall be accomplished in accordance with the Terms and Conditions of the original Agreement.

Poulos & Bennett, LLC ("Poulos & Bennett") and the Kelly Park Community Development District ("Client") enter into this agreement as follows:

SCOPE OF SERVICES:

**A. CDD Engineer's Report
(21-027B.40)**

Poulos & Bennett shall prepare a Community Development District ("CDD") Engineer's Report for the Phase 2 portion of the Villages at Harmony subdivision to assist the Community Development District (CDD) with the financing and construction of the capital improvements contemplated to be constructed in association with the project. The Engineer's Report shall be based upon the Schematic Infrastructure Plan for the Phase 2 area of the project as prepared in the task above. The Engineer's Report shall include the following:

- Project Narrative sections including Description, Government Actions, Infrastructure Benefit, Capital Improvement Plan, Ownership and Maintenance, Roadways & Stormwater
- Table summarizing planned development program
- Exhibits detailing location, district limits, ownership & maintenance, offsite improvements, public & private uses, utilities, stormwater, roadways, cost option, permitting summary, assessment areas
- Engineer's Opinion of Probable Construction Cost

The Client shall be responsible for providing the cost for CDD infrastructure elements outside the site civil related facilities (landscaping, walls & signage, lighting, amenity centers, etc.). Poulos & Bennett shall provide the Engineer's Report for review and shall incorporate comments into the final Engineer's Report.

**B. CDD Meetings & Coordination
(21-027B.41)**

Poulos & Bennett will prepare for and attend project meetings and shall coordinate with the CDD development Team as needed in association with the CDD.

**C. CDD Bond Requisition Processing
(21-027B.42)**

Poulos & Bennett will review and process bond requests for reimbursement for the CDD.

FEE SCHEDULE:

Task Number	Description	Lump Sum Fees	Estimated Hourly Fees in Accordance with Exhibit B
.40	CDD Engineer's Report	\$5,000.00	---
.41	CDD Meetings & Coordination	---	\$5,000.00
.42	CDD Bond Requisition Processing	---	Hourly in Accordance with Exhibit 'B'
.993	Reimbursable Expense - CDD	---	\$2,500.00

Hourly services will be billed in accordance with the hourly rate schedule attached as Exhibit B.

These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this agreement or illustrative plans that may be required for community/public meetings.

SERVICES NOT INCLUDED:

This scope of services does not include geotechnical services, surveying, environmental, landscape architecture, NPDES (National Pollution Discharge Elimination System) and SWPPP (Storm Water Pollution Prevention Plan) permitting, transportation engineering/planning or site lighting design. It is assumed that these consultants will contract directly with the Client.

REIMBURSABLE EXPENSE (21-027B.993):

Reimbursables will be charged on a direct cost basis times a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducibles, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

Should you have any questions regarding the information included with this Amendment, please do not hesitate to contact us. Please sign this Amendment and return one copy for our records.

Sincerely,

Lance Bennett

R. Lance Bennett, P.E.
Partner
Poulos & Bennett, LLC

**Amendment 2 – CDD Services
Kelly Park Community Development District
Crossroads at Kelly Park
Parcel IDs: Municipal Right-of-Way
Poulos & Bennett Job No. 21-027B**

I agree to the terms and conditions listed above.

[Signature] 8/9/23
Signature Date

ROBERT NOORSTAR
Printed Name

Kelly Park CDD
Company

EXHIBIT "B"

POULOS & BENNETT, LLC

2022 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$400
PUBLIC MEETING REPRESENTATION	\$400
PRINCIPAL	\$250
DIRECTOR OF ENGINEERING	\$235
PLANNING GROUP LEADER	\$235
PRACTICE TEAM LEADER	\$225
DEVELOPMENT MANAGER	\$195
SR. PROJECT MANAGER	\$195
SENIOR PROJECT ENGINEER	\$175
PROJECT MANAGER – DEVELOPMENT SERVICES	\$165
PROJECT MANAGER	\$165
SENIOR PLANNER	\$150
ASSISTANT DEVELOPMENT MANAGER	\$140
GIS MANAGER	\$135
CAD MANAGER	\$130
PROJECT ENGINEER	\$135
SENIOR COMMUNITY DESIGNER	\$135
PROJECT PLANNER	\$135
PLAT MANAGER	\$135
SENIOR CAD DESIGNER	\$130
DEVELOPMENT COORDINATOR	\$125
STAFF ENGINEER	\$115
CAD TECHNICIAN	\$105
STAFF PLANNER	\$105
PROJECT COORDINATOR	\$90
ADMINISTRATIVE ASSISTANT	\$75



KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 800	\$ -	\$ -	\$ 800
Undeposited funds	2,287	-	-	2,287
Due from Landowner	9,877	6,914	71	16,862
Due from general fund	-	164	-	164
Prepaid expense	5,200	-	-	5,200
Total assets	<u>\$ 18,164</u>	<u>\$ 7,078</u>	<u>\$ 71</u>	<u>\$ 25,313</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 8,538	\$ 7,078	\$ 71	\$ 15,687
Due to Landowner	-	13,144	71	13,215
Due to debt service fund	164	-	-	164
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>14,702</u>	<u>20,222</u>	<u>142</u>	<u>35,066</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	9,877	-	-	9,877
Total deferred inflows of resources	<u>9,877</u>	<u>-</u>	<u>-</u>	<u>9,877</u>
Fund balances:				
Restricted for:				
Debt service	-	(13,144)	-	(13,144)
Unassigned	(6,415)	-	(71)	(6,486)
Total fund balances	<u>(6,415)</u>	<u>(13,144)</u>	<u>(71)</u>	<u>(19,630)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,164</u>	<u>\$ 7,078</u>	<u>\$ 71</u>	<u>\$ 25,313</u>

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 2,122	\$ 36,642	\$ 100,290	37%
Total revenues	<u>2,122</u>	<u>36,642</u>	<u>100,290</u>	37%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording*	2,000	24,000	46,000	52%
Legal	3,824	9,252	25,000	37%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation**	-	-	500	0%
Dissemination agent**	-	-	1,000	0%
Trustee**	-	-	5,500	0%
Telephone	16	200	200	100%
Postage	14	105	250	42%
Printing & binding	42	500	500	100%
Legal advertising	519	519	6,500	8%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	346	750	46%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,415</u>	<u>41,602</u>	<u>100,290</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	(4,293)	(4,960)	-	
Fund balances - beginning	<u>(2,122)</u>	<u>(1,455)</u>	-	
Fund balances - ending	<u>\$ (6,415)</u>	<u>\$ (6,415)</u>	<u>\$ -</u>	

*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**These items will be realized when bonds are issued

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>6,914</u>	<u>12,036</u>
Total debt service	<u>6,914</u>	<u>12,036</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (6,914)	 (12,036)
 Fund balances - beginning	 <u>(6,230)</u>	 <u>(1,108)</u>
Fund balances - ending	<u><u>\$ (13,144)</u></u>	<u><u>\$ (13,144)</u></u>

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date
REVENUES		
Interest	\$ -	\$ -
Total revenues	-	-
EXPENDITURES		
Construction costs	71	71
Total expenditures	71	71
Net increase/(decrease), fund balance	(71)	(71)
Beginning fund balance	-	-
Ending fund balance	\$ (71)	\$ (71)

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Poulos & Bennett, LLC, 2602 E. Livingston Street, Orlando, Florida 32803

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 14, 2023	Special Meeting	1:30 PM
December 13, 2023	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
August 14, 2024	Regular Meeting	11:00 AM