

KELLY PARK

**COMMUNITY DEVELOPMENT
DISTRICT**

February 12, 2025

**BOARD OF SUPERVISORS
REGULAR 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

February 5, 2025

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 Regular Meeting on February 12, 2025 at 10:00 a.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 Elected Board of Supervisors [Alex Gross - Seat 5]
(the following will be provided in a separate package)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-07, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
 - Administration of Oath of Office to Newly Appointed Supervisor
6. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2028*
 - Administration of Oath of Office to Newly Appointed Supervisor
7. Consideration of Resolution 2025-08, Electing and Removing Officers of the District and Providing for an Effective Date

8. Ratification of Acquisition of Crossroads at Kelly Park Phase 1A Improvements
 9. Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
 10. Acceptance of Unaudited Financial Statements as of December 31, 2024
 11. Approval of Meeting Minutes
 - A. November 25, 2024 Special Meeting
 - B. November 25, 2024 Landowners' Meeting
 12. 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: TBD
 - QUORUM CHECK
- | | | | | |
|--------|-----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | SETH BENNETT | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 2 | QUINT NOORDSTAR | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 3 | | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 4 | | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 5 | ALEX GROSS | ☐ IN PERSON | ☐ PHONE | ☐ NO |
13. Board Members' Comments/Requests
 14. Public Comments
 15. Adjournment

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

Sincerely,



Ernesto Torres
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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RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, 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*, being situated entirely within the within the City of Apopka, Orange County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 25, 2024, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

NAME OF SUPERVISOR	SEAT NUMBER	NUMBER OF VOTES
Vacant	3	0
Vacant	4	0
Alex Gross	5	130

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

NAME OF SUPERVISOR	TERM OF OFFICE	SEAT NUMBER
Vacant	2-year term	3
Vacant	4-year term	4
Alex Gross	4-year term	5

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF FEBRUARY, 2025.

Attest:

**KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT 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’s Board of Supervisors desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective February 12, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 12, 2025:

<u>Lou Avelli</u>	<u>Assistant Secretary</u>
<u>Taryn Galvin</u>	<u>Assistant Secretary</u>

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 12th day of February, 2025.

ATTEST:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

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December 11, 2024

Kelly Park Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Crossroads at Kelly Park Phase 1A Improvements

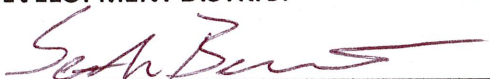
Dear Craig,

Pursuant to the *Restated Acquisition Agreement (Dreamfinders Project Area / Phase 1A)*, dated December 11, 2023 ("**Acquisition Agreement**"), by and between the Kelly Park Community Development District ("**District**") and Dream Finders Homes LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, to the extent available, the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements; provided however that consistent with Section 6 of the Acquisition Agreement, the bond proceeds, if any, shall be paid to Galvin-Harris Land Services, LLC and not Dream Finders Homes, LLC.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County and/or for turnover of the roadways (which comprise a portion of the Improvements) to the County and/or City.

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

Agreed to by:
**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**



Name: Seth Bennett

Title: Chairperson

Sincerely,
DREAM FINDERS HOMES LLC

[SIGNATURE ON FOLLOWING PAGE]

Name: _____

Title: _____

December 21, 2024

Kelly Park Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Crossroads at Kelly Park Phase 1A Improvements

Dear Craig,

Pursuant to the *Restated Acquisition Agreement (Dreamfinders Project Area / Phase 1A)*, dated December 11, 2023 ("**Acquisition Agreement**"), by and between the Kelly Park Community Development District ("**District**") and Dream Finders Homes LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, to the extent available, the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements; provided however that consistent with Section 6 of the Acquisition Agreement, the bond proceeds, if any, shall be paid to Galvin-Harris Land Services, LLC and not Dream Finders Homes, LLC.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County and/or for turnover of the roadways (which comprise a portion of the Improvements) to the County and/or City.

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

Agreed to by:
**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

Sincerely,
DREAM FINDERS HOMES LLC

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____

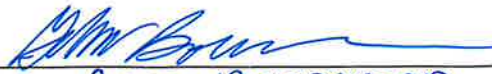

Name: Gerty Boeneman
Title: vice President

EXHIBIT A

Description of Crossroads at Kelly Park Phase 1A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and "Utility Easements," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), and any "Drainage Easements" and "Maintenance, Drainage and Signage Easement," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Sanitary Sewer	\$514,884.15	\$514,884.15	\$0.00	\$0.00
Water	\$585,301.84	\$585,301.84	\$0.00	\$0.00
Reclaimed Water	\$401,123.87	\$401,123.87	\$0.00	\$0.00
Roadways	\$1,563,989.73	\$1,563,989.73	\$0.00	\$0.00
Surface Water Management	\$562,249.63	\$562,249.63	\$0.00	\$0.00
Totals:	\$3,627,549.22	\$3,627,549.22	\$0.00	\$0.00

CORPORATE DECLARATION REGARDING COSTS PAID
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

I, Gerry Boeneman, as Vice President of Dream Finders Homes LLC, a Florida limited liability company ("Developer"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Gerry Boeneman, and I am Vice President of the Developer. I have authority to make this Declaration on behalf of the Developer.
3. Developer is the developer of certain lands within the Kelly Park Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
4. The District's *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO
CORPORATE DECLARATION REGARDING COSTS PAID
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

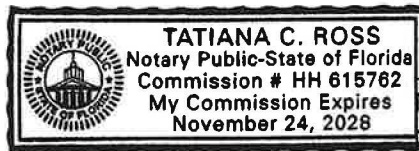
Executed this 26th day of December, 2024.

DREAM FINDERS HOMES LLC


Name: Gerry Boeneman
Title: vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26th day of December, 2024, by Gerry Boeneman as Vice president of Dream Finders Homes LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced NIA as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida
Name: Tatiana C. Ross
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Crossroads at Kelly Park Phase 1A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and "Utility Easements," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), and any "Drainage Easements" and "Maintenance, Drainage and Signage Easement," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Sanitary Sewer	\$514,884.15	\$514,884.15	\$0.00	\$0.00
Water	\$585,301.84	\$585,301.84	\$0.00	\$0.00
Reclaimed Water	\$401,123.87	\$401,123.87	\$0.00	\$0.00
Roadways	\$1,563,989.73	\$1,563,989.73	\$0.00	\$0.00
Surface Water Management	\$562,249.63	\$562,249.63	\$0.00	\$0.00
Totals:	\$3,627,549.22	\$3,627,549.22	\$0.00	\$0.00

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 30 day of December, 2024, by **Blue Ox Enterprises, LLC (“Contractor”)**, with an address of 500 North Way, Sanford, Florida 32773, in favor of the **Kelly Park Community Development District (“District”)**, which is a local unit of special-purpose government situated in the City of Apopka, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Agreement Between Owner and Contractor (“Contract”)* dated October 26, 2023, and between Contractor and Dream Finders Homes LLC (**“Developer”**), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

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

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements.

BLUE OX ENTERPRISES, LLC



By: MATHEW LEMBRICH

Its: CFO

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6TH day of JANUARY, 2025, by MATHEW LEMBRICH as CFO of BLUE OX ENTERPRISES, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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

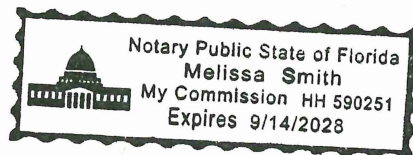


EXHIBIT A

Description of Crossroads at Kelly Park Phase 1A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and "Utility Easements," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), and any "Drainage Easements" and "Maintenance, Drainage and Signage Easement," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Sanitary Sewer	\$514,884.15	\$514,884.15	\$0.00	\$0.00
Water	\$585,301.84	\$585,301.84	\$0.00	\$0.00
Reclaimed Water	\$401,123.87	\$401,123.87	\$0.00	\$0.00
Roadways	\$1,563,989.73	\$1,563,989.73	\$0.00	\$0.00
Surface Water Management	\$562,249.63	\$562,249.63	\$0.00	\$0.00
Totals:	\$3,627,549.22	\$3,627,549.22	\$0.00	\$0.00

DISTRICT ENGINEER'S CERTIFICATE
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

December 16, 2024

Board of Supervisors
Kelly Park Community Development District

Re: Acquisition of Improvements

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 Dream Finders Homes LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

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

POULOS & BENNETT, LLC

M. D. Stehli
Marc D. Stehli, P.E.
Florida Registration No. 52781
District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of December, 2024, by Marc Stehli as District Engineer of Poulos & Bennett LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Crystal J. Garcia
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Crystal J. Garcia
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

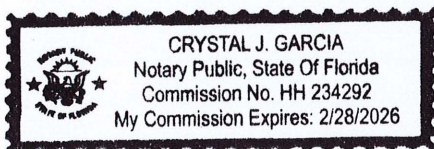


EXHIBIT A

Description of Crossroads at Kelly Park Phase 1A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and "Utility Easements," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), and any "Drainage Easements" and "Maintenance, Drainage and Signage Easement," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Sanitary Sewer	\$514,884.15	\$514,884.15	\$0.00	\$0.00
Water	\$585,301.84	\$585,301.84	\$0.00	\$0.00
Reclaimed Water	\$401,123.87	\$401,123.87	\$0.00	\$0.00
Roadways	\$1,563,989.73	\$1,563,989.73	\$0.00	\$0.00
Surface Water Management	\$562,249.63	\$562,249.63	\$0.00	\$0.00
Totals:	\$3,627,549.22	\$3,627,549.22	\$0.00	\$0.00

BILL OF SALE AND LIMITED ASSIGNMENT
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 20th day of December, 2024, by and between **Dream Finders Homes LLC**, a Florida limited liability company, with an address of 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 ("**Grantor**"), and **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 c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

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

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

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

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered by:

WITNESSES

DREAM FINDERS HOMES LLC

By: DM
Name: Dana Mitchell

Gemy Boeneman
Name: Gemy Boeneman
Title: Vice President

By: Diego Mangandi
Name: Diego Mangandi

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of December, 2024, by Gemy Boeneman as vice President of DreamFinders Homes LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.



(NOTARY SEAL)

Tatiana C. Ross
NOTARY PUBLIC, STATE OF Florida

Name: Tatiana C. Ross
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Crossroads at Kelly Park Phase 1A Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and "Utility Easements," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), and any "Drainage Easements" and "Maintenance, Drainage and Signage Easement," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
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Reclaimed Water	\$401,123.87	\$401,123.87	\$0.00	\$0.00
Roadways	\$1,563,989.73	\$1,563,989.73	\$0.00	\$0.00
Surface Water Management	\$562,249.63	\$562,249.63	\$0.00	\$0.00
Totals:	\$3,627,549.22	\$3,627,549.22	\$0.00	\$0.00

BILL OF SALE
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT (Grantor), in the City of Apopka, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto **THE CITY OF APOPKA, FLORIDA** (Grantee) the following:

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), and "Utility Easements," as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements the rights-of-way designated as Flameleaf Street, Star Rush Drive, Nickerbean Street, Marshelder Street, Pitch Apple Drive, Spaderdock Lane, Waypointe Boulevard, Firebush Drive, Blanket Flower Street, Flamleaf Street, and Coontie Place (Public Rights-of-Way), as identified on *Crossroads at Kelly Park Phase 1A*, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

To have and to hold the same to the City of Apopka, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE
[CROSSROADS AT KELLY PARK PHASE 1A IMPROVEMENTS]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 16th day of December, 2024.

WITNESSES

**KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT**

Crystal White
Name: Crystal White

By: Seth Bennett
Name: Seth Bennett
Title: Chairperson

Katy Bernal
Name: Katie Bernal

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 2024, by Seth Bennett as Chairperson of Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who appeared before me this day in person, who is personally known to me or has produced n/a as identification.



(NOTARY SEAL)

Stacey Ann Gray
NOTARY PUBLIC, STATE OF Florida
Name: Stacey Ann Gray
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[CROSSROADS AT KELLY PARK PHASE 1A]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 10TH day of JANUARY 2025, by and between:

JEN FLORIDA 51 LLC, a Florida limited liability company, with an address of 1750 West Broadway, Suite 111, Oviedo, Florida 32765 ("**Grantor**"); and

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

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

Tracts P1A-13, P1A-14, P1A-16, P1A-17, P1A-18, P1A-19, P1A-20, P1A-22 and P1A-28 (Parks) and Tracts A1A-6, A1A-7, A1A-8 and A1A-9 (Alleys), Crossroads at Kelly Park Phase 1A, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida.

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

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

Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

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

[CONTINUED ON FOLLOWING PAGE]

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

WITNESS

JEN FLORIDA 51 LLC

By: [Signature]
Name: B. D. A. Jernan
Address: 1750 W. Broadway
Ste 111 Oviedo, FL 32765

By: [Signature]
Name: Dan Edwards
Title: Vice President

By: [Signature]
Name: Trina D Dziejior
Address: 1750 W. BROADWAY STE 111
Oviedo, FL 32765

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10TH day of JANUARY 2025, by DAN EDWARDS, as VICE PRESIDENT of JEN FLORIDA 51 LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Trina D Dziejior
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

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

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT
[CROSSROADS AT KELLY PARK PHASE 1A]

THIS EASEMENT AGREEMENT is made and entered into this 13 day of January, 2024, by and among:

CROSSROADS AT KELLY PARK OWNERS ASSOCIATION, INC., a Florida non-for-profit corporation, and whose mailing address is 121 Snell Isle Blvd NE, St. Petersburg, Florida 33704 ("**Association**"); and

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, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

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

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

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

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

WHEREAS, the District has requested that the Association each grant to the District a perpetual easement over the Easement Areas and the Association is agreeable to granting such

an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

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

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

The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within **all drainage easement areas including those labeled “Drainage Easements” and “Maintenance, Drainage and Signage Easement,” as identified on Crossroads at Kelly Park Phase 1A, as recorded in Plat Book 116, Pages 47 - 52, of the Official Records of Orange County, Florida; and**

The parties agree that, absent a separate agreement between the Association and District, the District shall be responsible for the ownership, operation, maintenance, repair and replacement of the master stormwater system within the District.

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

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

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

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

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

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Association and counsel(s) for Grantee may deliver Notice on behalf of the Association and Grantee, respectively.

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

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

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

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions

of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

WITNESSES

CROSSROADS AT KELLY PARK OWNERS
ASSOCIATION, INC.

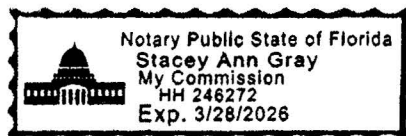
By: Crystal White
 Name: Crystal White
 Address: 2602 E. Livingston St.
Orlando, FL 32803

By: Seth Bennett
 Name: Seth Bennett
 Title: President

By: Katie Bernal
 Name: Katie Bernal
 Address: 2602 E. Livingston St.
Orlando, FL 32803

STATE OF Florida
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of December, 2024, by Seth Bennett as President of Crossroads at Kelly Park Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Stacey Ann Gray
 NOTARY PUBLIC, STATE OF Florida
 Name: Stacey Ann Gray
 (Name of Notary Public, Printed, Stamped
 or Typed as Commissioned)

WITNESSES

KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT

By: [Signature]
 Name: Emily VanHorn
 Address: 123 Oak Grove Cir,
Lake Mary, FL 32746

By: [Signature]
 Name: Seth Bennett
 Title: Chairperson

By: [Signature]
 Name: Marlee Timmes
 Address: 2205 Coldstream Dr
Winter Park, FL 32792

STATE OF Florida
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of January, 2025 by Seth Bennett as Chairperson of the Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

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

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

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-03

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 2024/2025 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 2024/2025 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 2024/2025 MEETING SCHEDULE. The Fiscal Year 2024/2025 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 12th day of February, 2025.

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 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Poulos & Bennett, LLC, 2602 E. Livingston Street, Orlando, Florida 32803</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March __, 2025	Regular Meeting	__:__ AM/PM
April __, 2025	Regular Meeting	__:__ AM/PM
May __, 2025	Regular Meeting	__:__ AM/PM
June __, 2025	Regular Meeting	__:__ AM/PM
July __, 2025	Regular Meeting	__:__ AM/PM
August __, 2025	Regular Meeting	__:__ AM/PM
September __, 2025	Regular Meeting	__:__ AM/PM

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 12,091	\$ -	\$ -	\$ 12,091
Investments				
Revenue	-	242,139	-	242,139
Reserve	-	610,338	-	610,338
Prepayment	-	2,207,149	-	2,207,149
Construction	-	-	21,466	21,466
Interest	-	42	-	42
Undeposited funds	28,266	-	-	28,266
Due from debt service fund	100	-	-	100
Total assets	<u>\$ 40,457</u>	<u>\$ 3,059,668</u>	<u>\$ 21,466</u>	<u>\$ 3,121,591</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 10,457	\$ -	\$ -	\$ 10,457
Contracts payable	-	-	1,157	1,157
Retainage payable	-	-	649,166	649,166
Due to Landowner	-	13,144	1,561	14,705
Due to general fund	-	100	-	100
Landowner advance	11,227	-	-	11,227
Total liabilities	<u>21,684</u>	<u>13,244</u>	<u>651,884</u>	<u>686,812</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	28,266			28,266
Total deferred inflows of resources	<u>28,266</u>	<u>-</u>	<u>-</u>	<u>28,266</u>
Fund balances:				
Restricted for:				
Debt service	-	3,046,424	-	3,046,424
Capital projects	-	-	(630,418)	(630,418)
Unassigned	(9,493)	-	-	(9,493)
Total fund balances	<u>(9,493)</u>	<u>3,046,424</u>	<u>(630,418)</u>	<u>2,406,513</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 40,457</u>	<u>\$ 3,059,668</u>	<u>\$ 21,466</u>	<u>\$ 3,121,591</u>

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	-	-	248,354	0%
Cost share DHIC	-	-	10,622	0%
Cost share PRM	-	-	4,552	0%
Total revenues	-	-	263,528	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	-	1,482	20,000	7%
Engineering	-	-	15,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
EMMA Software Service	-	1,500	1,500	100%
Dissemination agent	83	250	1,000	25%
Trustee	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	55	66	250	26%
Printing & binding	42	125	500	25%
Legal advertising	-	934	6,500	14%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,500	98%
Contingencies/bank charges	89	268	750	36%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	4,286	22,258	111,790	20%
Excess/(deficiency) of revenues over/(under) expenditures	(4,286)	(22,258)	151,738	
Fund balances - beginning	(5,207)	12,765	-	
Fund balances - ending	\$ (9,493)	\$ (9,493)	\$ 151,738	

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	191,760	191,760	610,325	31%
Assessment prepayments	2,238,826	2,238,826	-	N/A
Interest	2,241	7,737	-	N/A
Total revenues	<u>2,432,827</u>	<u>2,438,323</u>	<u>610,325</u>	400%
EXPENDITURES				
Debt service				
Principal	-	100,000	100,000	100%
Interest	-	248,997	495,431	50%
Total debt service	<u>-</u>	<u>348,997</u>	<u>595,431</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	2,432,827	2,089,326	14,894	14028%
Fund balances - beginning	613,597	957,098	956,663	
Fund balances - ending	<u>\$ 3,046,424</u>	<u>\$ 3,046,424</u>	<u>\$ 971,557</u>	

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 76	\$ 205
Total revenues	<u>76</u>	<u>205</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	76	205
Beginning fund balance	(630,494)	(630,623)
Ending fund balance	<u>\$ (630,418)</u>	<u>\$ (630,418)</u>

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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**MINUTES OF MEETING
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Kelly Park Community Development District held a Special Meeting on November 25, 2024 at 8:00 a.m., at the offices of Poulos & Bennett, LLC, 2602 E Livingston Street, Orlando, Florida 32803.

Present were:

Seth Bennett	Chair
Quint "Robert" Noordstar	Vice Chair
Alex Gross	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jere Earlywine (via telephone)	District Counsel
Marc Stehli	District Engineer
Brian Crumbaker (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 8:06 a.m.

Supervisors Bennett, Noordstar and Gross were present. Supervisor Avelli was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Presentation of Second Supplemental
Engineer's Report**

Mr. Stehli presented the Second Supplemental Engineer's Report dated November 2024, which describes Assessment Area Two, which includes Spine Road Phases 1-3 & 2 Master Infrastructure and Master Entry Signage.

Mr. Earlywine stated that the Report will be updated to include any Master Costs that were completed earlier, as part of the overall project, but not funded from the prior bonds, such as Spine Road, the Amenity, etc. An extra line item for these items will be added to the Report.

Mr. Crumbaker stated that Footnote d., regarding contractor agreements with the private party, will be added. Mr. Stehli stated that was added subsequent to preparation of the version of the Report in the agenda.

Mr. Earlywine stated the Report has all the findings necessary to levy assessments; the Report states that the costs are reasonable, that the project is feasible and required by development approvals, etc. He stated that any Impact Fee Credits that may or may not be due to the CDD must still be tracked and reported to himself and to Mr. Stehli.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, the Second Supplemental Engineer's Report dated November 2024, in substantial form for the purposes of the bond issue, was approved.

FOURTH ORDER OF BUSINESS

Presentation of Second Supplemental Special Assessment Methodology Report

Mr. Torres presented the Second Supplemental Special Assessment Methodology Report dated November 25, 2024. He reviewed the pertinent information and discussed the Development Program, CIP, Financing Program, Assessment Methodology, lienability tests, special and peculiar benefits to the units, True-up Mechanism and the Appendix Tables. He noted the following:

- Phases 2A and 2B of Assessment Area Two envision 249 residential units.
- The anticipated total CIP costs are estimated at \$4,775,068.
- The total par amount of bonds, including the costs of financing, capitalized interest and debt service reserve, is \$5,460,000 to finance a portion of the 2024 Project costs in the estimated total amount of \$4,775,068.
- No bond assessments are allocated to any private amenities or governmental property.

Mr. Earlywine noted that the Methodology includes the two necessary findings, that there is sufficient benefit from the project to justify the assessments and that the assessments are fairly and reasonably allocated; the assessments are allocated consistently with the prior bonds and with the master Equivalent Residential Units (ERUs).

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, the Second Supplemental Special Assessment Methodology Report, in substantial form, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Authorizing the Issuance of its Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the

**Proper Officials to do All Things Deemed
Necessary in Connection with the Issuance,
Sale and Delivery of the Series 2024 Bonds;
Making Certain Declarations; Providing an
Effective Date and for Other Purposes**

Mr. Crumbaker presented Resolution 2025-01, which accomplishes the following:

- Authorizes the Series 2024 principal amount of bonds not exceeding \$7,000,000 to finance a portion of the public infrastructure necessary for the development of the Assessment Area Two Project.
- Approves the forms of documents including the Second Supplemental Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum (PLOM) and Continuing Disclosure Agreement.
- Sets forth certain parameters for the sale of the Series 2024 bonds.
- Sets forth that the interest rate on the Series 2024 bonds shall not exceed the maximum statutory rate, the principal installments cannot exceed 30 years and the compensation to the Underwriter is 2% of the aggregate face amount of the Series 2024 bonds.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, Resolution 2025-01, Authorizing the Issuance of its Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to do All Things Deemed Necessary in Connection with the Issuance, Sale and

Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-02 Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2024 ("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

Mr. Earlywine presented Resolution 2025-02.

On MOTION by Mr. Gross and seconded by Mr. Bennett, with all in favor, Resolution 2025-02 Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2024 ("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, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Issuer's Counsel Documents

Mr. Earlywine presented the following and recommended approval in substantial form:

A. Acquisition Agreement

Mr. Earlywine presented Acquisition Agreements for Dream Finders and for the Galvin Group.

B. Collateral Assignment Agreement**C. Completion Agreements****D. Declarations of Consent****E. Disclosure of Public Finance****▪ True-Up Agreements**

This item was an addition to the agenda.

▪ Notice of Special Assessments

This item was an addition to the agenda.

On MOTION by Mr. Gross and seconded by Mr. Bennett, with all in favor, the Acquisition Agreements, Collateral Assignment Agreement, Completion Agreements, Declarations of Consent, Disclosure of Public Finance, True-Up Agreements and Notice of Special Assessments, all in substantial form, were approved.

EIGHTH ORDER OF BUSINESS**Consideration of FMSbonds, Inc. Rule G-17 Disclosure Letter**

Mr. Earlywine presented the FMSbonds, Inc. Rule G-17 Disclosure Letter.

On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the FMSbonds, Inc., Rule G-17 Disclosure Letter, and authorizing the Chair to execute, was approved.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date**

224 This item was deferred.

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226 **TENTH ORDER OF BUSINESS**

**Ratification of Acquisition of Phase 1-2
Utilities Improvements**

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229 Mr. Earlywine presented the Acquisition of Phase 1-2 Utilities Improvements.

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231 **On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, the**
232 **Acquisition of Phase 1-2 Utilities Improvements, was ratified.**

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235 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-04,
Ratifying the Actions of the District
Manager in Redesignating the Date, Time
and Location for Landowners' Meeting;
Providing for Publication, Providing for an
Effective Date [November 25, 2024, 10:00
AM, American Lawyers International PLLC,
6909 Old Hwy 441, Suite 109, Mt. Dora,
Florida 32757]**

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245 Mr. Torres presented Resolution 2025-04.

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247 **On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor,**
248 **Resolution 2025-04, Ratifying the Actions of the District Manager in**
249 **Redesignating the Date, Time and Location for Landowners' Meeting; Providing**
250 **for Publication, Providing for an Effective Date [November 25, 2024, 10:00 AM,**
251 **American Lawyers International PLLC, 6909 Old Hwy 441, Suite 109, Mt. Dora,**
252 **Florida 32757], was adopted.**

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255 **TWELFTH ORDER OF BUSINESS**

**Consideration of Amended and Restated
Resolutions Relating to the Fiscal Year
2024/2025 Budget and Assessments**

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259 **A. Resolution 2025-05, Amending and Restating Resolution 2024-10; Relating to the**
260 **Annual Appropriations and Adopting the Budget(S) for the Fiscal Year Beginning**
261 **October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments;**
262 **and Providing an Effective Date**

Mr. Torres presented Resolution 2025-05. It is necessary to amend the Fiscal Year 2025 budget to properly reflect off-roll assessments.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, Resolution 2025-05, Amending and Restating Resolution 2024-10; Relating to the Annual Appropriations and Adopting the Budget(S) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

B. Resolution 2025-06, Amending and Restating Resolution 2024-11; Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2025-06.

On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, 2025-06, Amending and Restating Resolution 2024-11; Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of October 31, 2024

On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the Unaudited Financial Statements as of October 31, 2024, were accepted.

FOURTEENTH ORDER OF BUSINESS

Approval of August 21, 2024 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Bennett and seconded by Mr. Gross, with all in favor, the August 21, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

FIFTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Earlywine stated the bond issuance will be authorized today; he expects that bonds will be issued in January 2025.

B. District Engineer: Poulos & Bennett, LLC**C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no District Engineer or District Manager reports.

- **NEXT MEETING DATE: TBD**

- **QUORUM CHECK**

SIXTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

SEVENTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Bennett and seconded by Mr. Noordstar, with all in favor, the meeting adjourned at 8:30 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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**MINUTES OF MEETING
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Kelly Park Community Development District was held on November 25, 2024 at 10:00 a.m., at American Lawyers International, PLLC, 6909 Old Hwy 441, Suite 109, Mt. Dora, Florida 32757.

Present at the meeting:

Ernesto Torres District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:08 a.m.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Torres served as Chair to conduct the Landowners' meeting. He stated that he is the designated Proxy Holder for multiple Landowners, as follows:

LANDOWNER	ACRES	VOTES
HARRISKP LLC 50% INT	13.445	14
Galvin Land Services, LLC	60.525	61
Kelly Park Land Investments, LLC	<u>58.872</u>	<u>59</u>
TOTALS	132.842	134

Based on the number of acres and rounding up, Mr. Torres is eligible to cast up to 134 votes per Seat.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4, 5]

A. Nominations

Mr. Torres nominated the following:

Seat 3 No nomination

Seat 4 No nomination

Seat 5 Alex Gross

No other nominations were made.

B. Casting of Ballots

- **Determine Number of Voting Units Represented**

A total of 134 voting units were represented.

- **Determine Number of Voting Units Assigned by Proxy**

All 134 voting units were assigned by proxy to Mr. Torres.

Mr. Torres cast the following votes:

Seat 5 Alex Gross 130 Votes

C. Ballot Tabulation and Results

Mr. Torres reported the following ballot tabulation, results and term lengths:

Seat 5 Alex Gross 130 Votes 4-Year Term

Seats 3 and 4 will remain vacant.

FIFTH ORDER OF BUSINESS**Landowners' Questions/Comments**

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS**Adjournment**

The meeting adjourned at 10:09 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair