

*Reunion East Community
Development District*

Agenda

August 10, 2023

AGENDA

Reunion East

Community Development District

219 E. Livingston Street, Orlando FL, 32801
Phone: 407-841-5524 – Fax: 407-839-1526

August 3, 2023

Board of Supervisors
Reunion East Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held **Thursday, August 10, 2023 at 1:00 PM** at the **Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.**

Zoom Information for Members of the Public:

Link: <https://us06web.zoom.us/j/81019901423>

Dial-in Number: (646) 876-9923

Meeting ID: 810 1990 1423

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Public Hearing
 - A. Open Public Hearing
 - B. Presentation of Fiscal Year 2024 Proposed Budget
 - C. Public Comments Regarding Budget and Special Assessments
 - D. Consideration of Resolution 2023-10 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
 - E. Consideration of Resolution 2023-11 Imposing Special Assessments and Certifying an Assessment Roll
 - F. Close Public Hearing
4. Approval of Minutes of the July 13, 2023 Meeting and the May 11, 2023 Workshop Meeting
5. Review of Kingwood Agreement and Compensation for Fitness Center Facilities at Heritage Crossings Community Center
6. Ratification of Agreement with Guardian Access System for RFID Reader
7. Consideration of Guardhouse Roof Proposals
 - A. Advantage Roofing
 - B. Don Schmidt Roofing
 - C. Steve Turbeville Roofing
8. Consideration of Acknowledgement and Consent with Encore and Work Print with Duke Energy

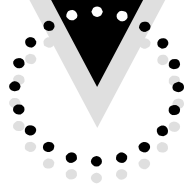
9. Review of Cost to Maintain Enhanced Landscape Design on CR 532
 - A. Annual Cost to Maintain CR 532 Median
 - B. Review of Interlocal Agreement with Osceola County
 - C. Consideration of Proposal for Landscape Replacement on Median
10. Consideration of Resolution 2023-12 Approving the Conveyance from EHOA Acquisitions II Borrower, LLC in Phases 1C, 4 and 5
11. Consideration of Proposals for Sign Post Updates
 - A. Fausnight
 - B. Onsite Industries
12. Consideration of Irrigation Water System Operating Agreement with Kingwood
13. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Action Items
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Consideration of Series 2021 Requisition 8
 - v. Replacement and Maintenance Plan
 - vi. Approval of Fiscal Year 2024 Meeting Schedule
 - D. Security Report
14. Other Business
15. Supervisor's Requests
16. Next Meeting Date: September 14, 2023
17. Adjournment

Sincerely,

Tricia L. Adams
District Manager

SECTION III

SECTION B



Reunion East
Community Development
District
Proposed Budget
FY 2024



Table of Contents

1-2	<u>General Fund</u>
3-11	<u>General Fund Narrative</u>
12	<u>Replacement & Maintenance Fund</u>
13	<u>Debt Service Fund Series 2015A</u>
14	<u>Amortization Schedule Series 2015A</u>
15	<u>Debt Service Fund Series 2021</u>
16	<u>Amortization Schedule Series 2021</u>

Reunion East
Community Development District

Proposed Budget

General Fund

Fiscal Year 2024

Description	Adopted Budget FY2023	Actual thru 6/30/23	Projected Next 3 Months	Total thru 9/30/23	Proposed Budget FY2024
Revenues					
Special Assessments - Tax Collector	\$1,899,342	\$1,926,809	\$0	\$1,926,809	\$1,967,895
Special Assessments - Direct	\$102,593	\$77,541	\$25,052	\$102,593	\$37,398
Interest	\$1,250	\$56,384	\$18,000	\$74,384	\$45,105
Rental Income	\$2,240	\$8,120	\$1,120	\$9,240	\$2,800
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$410,761
Total Revenues	\$2,005,425	\$2,068,855	\$44,172	\$2,113,027	\$2,463,958

Expenditures

Administrative

Supervisor Fees	\$12,000	\$7,800	\$3,000	\$10,800	\$12,000
FICA Expense	\$918	\$597	\$230	\$826	\$918
Engineering	\$15,000	\$20,514	\$4,486	\$25,000	\$30,000
Attorney	\$35,000	\$35,822	\$12,000	\$47,822	\$45,000
Trustee Fees	\$8,620	\$0	\$8,620	\$8,620	\$8,620
Arbitrage	\$2,400	\$600	\$900	\$1,500	\$1,350
Assessment Administration	\$5,000	\$5,000	\$0	\$5,000	\$7,500
Dissemination	\$10,000	\$7,600	\$2,600	\$10,200	\$10,000
Annual Audit	\$7,800	\$7,800	\$0	\$7,800	\$7,900
Management Fees	\$46,489	\$34,867	\$11,622	\$46,489	\$49,278
Information Technology	\$1,600	\$1,200	\$400	\$1,600	\$1,800
Website Maintenance	\$1,000	\$750	\$250	\$1,000	\$1,200
Telephone	\$300	\$0	\$25	\$25	\$150
Postage	\$1,500	\$378	\$147	\$525	\$1,500
Printing & Copies	\$500	\$546	\$54	\$600	\$500
General Liability Insurance	\$18,000	\$16,110	\$0	\$16,110	\$18,550
Legal Advertising	\$5,000	\$666	\$1,834	\$2,500	\$5,000
Other Current Charges	\$600	\$70	\$35	\$105	\$600
Office Supplies	\$500	\$11	\$4	\$15	\$250
Property Appraiser Fee	\$1,000	\$979	\$0	\$979	\$1,000
Property Taxes	\$400	\$124	\$0	\$124	\$400
Travel Per Diem	\$250	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175

Administrative Expenses	\$174,052	\$141,609	\$46,206	\$187,816	\$203,691
--------------------------------	------------------	------------------	-----------------	------------------	------------------

Maintenance - Shared Expenses

Field Maintenance	\$41,844	\$31,383	\$10,461	\$41,844	\$43,099 ¹
Management Services Agreement	\$18,200	\$6,825	\$2,275	\$9,100	\$9,100 ²
Telephone	\$8,400	\$5,367	\$1,800	\$7,167	\$8,400 ³
Electric	\$330,204	\$258,387	\$104,114	\$362,501	\$369,600 ⁴
Water & Sewer	\$40,538	\$27,149	\$8,411	\$35,560	\$40,538 ⁵
Gas	\$45,808	\$43,637	\$3,581	\$47,218	\$47,600 ⁶
Pool & Fountain Maintenance	\$165,200	\$156,040	\$42,000	\$198,040	\$201,824 ⁷
Pond Maintenance	\$8,960	\$10,311	\$2,666	\$12,977	\$14,000 ⁸
Property Insurance	\$41,454	\$37,844	\$0	\$37,844	\$56,766 ⁹
Irrigation Repairs & Maintenance	\$9,100	\$11,132	\$3,714	\$14,846	\$14,000 ¹⁰
Landscape Contract	\$656,079	\$442,770	\$130,676	\$573,446	\$630,053 ¹¹
Landscape Contingency	\$28,000	\$10,843	\$4,660	\$15,503	\$28,000 ¹²
Gate and Gatehouse Expenses	\$28,000	\$26,795	\$2,370	\$29,165	\$28,000 ¹³
Roadways/Sidewalks/Bridge	\$14,000	\$7,823	\$6,177	\$14,000	\$14,000 ¹⁴
Lighting	\$5,600	\$5,603	\$0	\$5,603	\$5,600 ¹⁵
Building Repairs & Maintenance	\$11,200	\$860	\$5,600	\$6,460	\$11,200 ¹⁶
Pressure Washing	\$19,600	\$25,827	\$0	\$25,827	\$28,000 ¹⁷
Maintenance (Inspections)	\$280	\$0	\$280	\$280	\$280 ¹⁸
Repairs & Maintenance	\$14,000	\$17,578	\$1,602	\$19,179	\$16,800 ¹⁹
Contract Cleaning	\$36,400	\$26,867	\$9,343	\$36,210	\$58,576 ²⁰
Fitness Center Repairs & Maintenance	\$2,800	\$5,778	\$504	\$6,282	\$7,784 ²¹
Operating Supplies	\$2,800	\$0	\$1,400	\$1,400	\$1,400 ²²
Signage	\$5,600	\$12,641	\$182	\$12,823	\$5,600 ²³
Security	\$110,992	\$71,312	\$23,639	\$94,951	\$119,766 ²⁴
Parking Violation Tags	\$280	\$187	\$280	\$467	\$280 ²⁵
Total Maintenance Shared	\$1,645,339	\$1,242,961	\$365,735	\$1,608,695	\$1,760,267

Reunion East
Community Development District

Proposed Budget

General Fund

Fiscal Year 2024

Description	Adopted Budget FY2023	Actual thru 6/30/23	Projected Next 3 Months	Total thru 9/30/23	Proposed Budget FY2024
<i>Maintenance - Direct Expenses</i>					
Irrigation System Operations	\$75,000	\$0	\$0	\$0	\$0
Transfer Out - R&M Fund	\$111,034	\$111,034	\$0	\$111,034	\$500,000
Total Maintenance Expenses	\$186,034	\$111,034	\$0	\$111,034	\$500,000
Total Expenses	\$2,005,425	\$1,495,604	\$411,941	\$1,907,545	\$2,463,958
Excess Revenues (Expenditures)	\$0	\$573,251	(\$367,769)	\$205,482	(\$0)

Net Assessments	\$2,005,292
Add: Discounts & Collections	\$128,399
Gross Assessments	\$2,133,691

Notes:

(1 thru 25) is 56% of the shared costs with the remaining 44% allocated to Reunion West for FY23. For FY24, (1 thru 25) the adopted allocation will be 56% of the shared costs for Reunion East with the remaining 44% allocated to Reunion West.

	Shared Costs				
	FY 2023 Budget	FY 2023 Projections	Total Proposed 2024 Budget	Reunion East 56%	Reunion West 44%
1 Field Maintenance	\$74,721	\$74,721	\$76,963	\$43,099	\$33,864
2 Management Services Agreement	\$32,500	\$16,250	\$16,250	\$9,100	\$7,150
3 Telephone	\$15,000	\$12,799	\$15,000	\$8,400	\$6,600
4 Electric	\$589,650	\$650,326	\$660,000	\$369,600	\$290,400
5 Water & Sewer	\$72,390	\$63,419	\$72,390	\$40,538	\$31,852
6 Gas	\$81,800	\$80,722	\$85,000	\$47,600	\$37,400
7 Pool & Fountain Maintenance	\$295,000	\$353,660	\$360,400	\$201,824	\$158,576
8 Pond Maintenance	\$16,000	\$23,174	\$25,000	\$14,000	\$11,000
9 Property Insurance	\$74,025	\$67,579	\$101,369	\$56,766	\$44,602
10 Irrigation Repairs & Maintenance	\$16,250	\$26,510	\$25,000	\$14,000	\$11,000
11 Landscape Contract	\$1,171,569	\$1,024,011	\$1,125,095	\$630,053	\$495,042
12 Landscape Contingency	\$50,000	\$27,684	\$50,000	\$28,000	\$22,000
13 Gate and Gatehouse Expenses	\$50,000	\$52,601	\$50,000	\$28,000	\$22,000
14 Roadways/Sidewalks/Bridge	\$25,000	\$25,302	\$25,000	\$14,000	\$11,000
15 Lighting	\$10,000	\$10,006	\$10,000	\$5,600	\$4,400
16 Building Repairs & Maintenance	\$20,000	\$11,535	\$20,000	\$11,200	\$8,800
17 Pressure Washing	\$35,000	\$46,120	\$50,000	\$28,000	\$22,000
18 Maintenance (Inspections)	\$500	\$500	\$500	\$280	\$220
19 Repairs & Maintenance	\$25,000	\$34,249	\$30,000	\$16,800	\$13,200
20 Contract Cleaning	\$65,000	\$64,661	\$104,600	\$58,576	\$46,024
21 Fitness Center & Repairs & Maintenance	\$5,000	\$11,217	\$13,900	\$7,784	\$6,116
22 Operating Supplies	\$5,000	\$1,543	\$2,500	\$1,400	\$1,100
23 Signage	\$10,000	\$24,076	\$10,000	\$5,600	\$4,400
24 Security	\$198,200	\$168,734	\$213,868	\$119,766	\$94,102
25 Parking Violation Tags	\$500	\$687	\$500	\$280	\$220
TOTAL	\$2,938,105	\$2,872,086	\$3,143,334	\$1,760,267	\$1,383,067

FISCAL YEAR 2024

Reunion East Projected EAU Administrative & Maintenance Calculation

Product Type	EAU	Units	Total EAU	% of EAU	Total Assessments	Per Unit Gross Assessments
Commercial	1.00	751	751.39	14.90%	\$317,863	\$423.03
Hotel/Condo	1.00	296	296.00	5.87%	\$125,218	\$423.03
Multi-Family	1.50	1297	1945.50	38.57%	\$823,011	\$634.55
Single-Family	2.00	1024	2048.00	40.60%	\$866,372	\$846.07
Golf	1.00	2.90	2.90	0.06%	\$1,227	\$423.03
		3,371	5043.79	100.00%	\$2,133,691	

FISCAL YEAR 2023

Reunion East Projected EAU Administrative & Maintenance Calculation

Product Type	EAU	Units	Total EAU	% of EAU	Total Assessments	Per Unit Gross Assessments
Commercial	1.00	751	751.38	14.90%	\$317,859	\$423.03
Hotel/Condo	1.00	296	296.00	5.87%	\$125,218	\$423.03
Multi-Family	1.50	1297	1945.50	38.57%	\$823,013	\$634.55
Single-Family	2.00	1024	2048.00	40.60%	\$866,374	\$846.07
Golf	1.00	2.90	2.90	0.06%	\$1,227	\$423.03
		3,371	5043.78	100.00%	\$2,133,691	

Reunion East
Community Development District
General Fund Budget
Fiscal Year 2024

REVENUES:

Special Assessments – Tax Collector

The District will levy a non-ad valorem special assessment on all taxable property within the District to fund all general operating and maintenance expenditures for the fiscal year. These assessments are billed on tax bills.

Special Assessments – Direct

The District will levy a non-ad valorem special assessment on all taxable property within the District to fund all general operating and maintenance expenditures for the fiscal year. The District levies these assessments directly to the property owners.

Interest

The District generates funds from invested funds.

Rental Income

The District charges rental fees for the special use of certain amenities throughout the District.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated \$200 per meeting, not to exceed \$4,800 per year to each Supervisor for the time devoted to District business and meetings. Amount is based on attendance of 5 Supervisors at 12 monthly Board meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer, Boyd Civil Engineering, will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, reviewing invoices, preparation of contract specifications and bid documents, and various projects assigned by the Board of Supervisors and District Manager.

Attorney

The District's legal counsel, Latham, Luna, Eden & Beaudine, LLP, will be providing general legal services to the District, e.g., attendance and preparation for monthly meetings, preparation and review of agreements and resolutions and other research as directed by the Board of Supervisors and the District Manager.

Trustee Fees

The District issued Series 2015A & 2021 Special Assessment Refunding Bonds, which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Reunion East
Community Development District
General Fund Budget
Fiscal Year 2024

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's the Series 2005 Special Assessment Bonds, the Series 2015A Special Assessment Refunding Bonds and the Series 2021 Special Assessment Bonds. The District will be contracting with AMTEC to calculate the rebate liability and submit a report to the District.

Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Dissemination

The District is required by the Securities and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with Governmental Management Services, LLC, the District's bond underwriter, to provide this service.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District hired Grau & Associates to audit the financials records.

District Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – Central Florida, LLC. ("Manager") These services include, but are not limited to, advertising, recording and transcribing of Board meetings, administrative services, budget preparation, financial reporting and assisting with annual audits.

Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, Adobe, Microsoft Office, etc.

Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of Board materials, overnight deliveries, checks for vendors and other required correspondence.

Printing & Copies

Printing and copies for Board meetings, printing of computerized checks, stationary, envelopes, etc.

Reunion East
Community Development District
General Fund Budget
Fiscal Year 2024

General Liability Insurance

The District's general liability and public officials' liability insurance coverage is provided by Florida Insurance Alliance (FIA) who specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Represents any miscellaneous expenses incurred the fiscal year such as bank fees, deposit slips, stop payments, etc.

Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

Property Appraiser Fee

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

Property Taxes

Represents estimated fees charged by the Osceola County Tax Collector's Office for all assessable property within the District.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity of \$175. This is the only expense under this category for the District.

Maintenance:

56% of the maintenance costs are allocated to Reunion East and 44% are allocated to Reunion West during Fiscal Year 2023. The District will propose the same split of 56% of the maintenance costs to Reunion East and 44% to Reunion West during Fiscal Year 2024. The maintenance costs are considered shared costs between the two districts and are allocated based on the number of platted equivalent assessment units (EAUs) in each district in accordance with the Interlocal Agreement between Reunion East and Reunion West regarding the joint maintenance and reciprocal usage of facilities.

Field Management

The District currently has a contract with Governmental Management Services-CF, LLC to provide onsite field management services. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Management Service Agreement

Management Service Agreement between the District and Kingwood Orlando Reunion Resort, LLC for management and operations of certain District facilities.

Reunion East
Community Development District
 General Fund Budget
 Fiscal Year 2024

Telephone

This is for service for phone lines to the pool houses and guard houses.

Account #	Centurylink Service Address
311194330	7621 Heritage Crossing Way
311194956	7500 Morning Dove Circle
312323516	7599 Gathering Drive
311906997	7475 Gathering Drive
425626040	1590 Reunion Boulevard
491122540	700 Tradition Boulevard
450054870	700 Tradition Boulevard

Electric

The District has electrical accounts with Duke Energy and OUC for the recreation facilities, streetlights and other District areas.

Account #	Duke Energy Service Address
9100 8652 2608	7722 Excitement Dr Spkl, Reunion
9100 8652 2830	7500 Mourning Dove Cir Bath (Terraces)
9100 8656 3318	7477 Excitement Dr Spkl
9100 8656 5972	1300 Reunion Blvd, Irrigation
9100 8656 6717	900 Assembly Ct Spkl 900 Blk
9100 8659 9815	7399 Gathering Dr, Irrigation
9100 8647 7931	7475 Gathering Dr, Pool (Homestead Pool)
9100 8647 8156	000 Heritage Xing Lite (98-Heritage Crossing St. Lights)
9100 8647 8354	7500 Gathering Dr, Irrigation Timer
9100 8647 8601	1535 Euston Dr Spkl
9100 8647 8784	1400 Titian Ct Spkl
9100 8651 9025	7400 Excitement Dr Security Control
9100 8651 9265	7200 Reunion Blvd, Irr Timer
9100 8651 9546	15221 Fairview Circle Fountain
9100 8651 9778	00 Excitement Dr Lite Light Ph2 Pr3 (40-Patriots Landing St. Lights)
9100 8652 0010	000 Centre Court Ridge Dr Lite (33-Centre Court Ridge St. Lights)
9100 8652 0268	1364 Seven Eagles Ct., Pool 50 Ft. Right of CB HS
9100 8652 0474	7400 Excitement Dr Lite
9100 8652 0763	000 Seven Eagles Ct, Seven Eagles Lights (21 Tenon Conc/24 HH Trdrop 12000L)
9100 8652 1011	1350 S Old Lake Wilson Rd (Spine Rd/Hwy 545 Gatehouse)
9100 8652 1235	7621 Heritage Crossing Way, Pool
9100 8652 1441	7300 Mourning Dove Cir, Irrigation (Terraces)
9100 8652 1673	7421 Devereaux St Spkl
9100 8652 1912	7600 Tradition Blvd, Irrigation Meter A
9100 8652 2145	7477 Gathering Dr Spkl
9100 8652 2377	000 Assembly Ct Lite, Carriage Point (27-Carriage Pointe Assembly Ct. St. Lights)

Reunion East
Community Development District

General Fund Budget
Fiscal Year 2024

Account #	Duke Energy Service Address
9100 8656 3079	7600 Heritage Crossing Way Pump
9100 8656 3590	7500 Seven Eagles Way Spkl
9100 8656 3847	7693 Heritage Cross. Way Poolhouse
9100 8656 4096	1400 Reunion Blvd Spkl, Irrigation
9100 8656 4319	000 Whitmarsh Way Lite (94-Masters Landing, Legends Corner St. Lights)
9100 8656 4583	7585 Assembly Ln, Pool (Carriage Pointe)
9100 8656 4781	7500 Mourning Dove Cir Irrig (Terraces)
9100 8656 5047	000 Old Lake Wilson Rd Lite, Ph2 Parcel 13
9100 8656 5302	0 Old Lake Wilson Rd Lite Ph2 Prcl 1A (26-Excitement Dr. St. Lights)
9100 8656 5534	1300 Seven Eagles Ct., Fountain
9100 8656 5766	0 Old Lake Wilson Rd Lite PH1 Parcel 1 (112-Homestead St. Lights)
9100 8656 6220	7427 Sparkling Ct. Spkl
9100 8656 6444	7700 Linkside Loop Spkl
9100 8656 6957	0 Old Lake Wilson Rd Lite PH2 Prcl 1 (10-Excitement Dr. St. Lights)
9100 8659 9170	7755 Osceola Polk Line Rd, Gatehouse (Main Gatehouse)
9100 8659 9378	7600 Tradition Blvd, Irrigation Meter C
9101 2363 2152	1491 Reunion Village Blvd., Gatehouse
9101 4491 5914	13201 Reunion Village Blvd., Irrigation
9100 8562 9753	000 Reunion Blvd Traditions Blvd (30-Traditions Blvd St. Lights)
9100 8562 8736	84401 Golden Bear Drive Fountain
9100 8562 8976	700 Tradition Blvd Guardhouse (Westside Gatehouse)
9100 8562 9224	000 Reunion Blvd Par78 (Grand Traverse Pkwy) (84-Westside of RW Streets)
9100 8562 9480	7615 Fairfax Rd. Gate
9100 8562 9993	7800 Tradition Blvd Irrig Meter B
9100 8568 0095	97201 Golden Bear Dr., Monument
9100 8563 0269	300 Sinclair Rd Irrig Meter A
9100 8563 0508	7800 Tradition Blvd Irrig Meter A

Account #	OUC Service Address
76305-72865	7855 Osceola Polk Line Rd
95820-59007	Sinclair Rd

Reunion East
Community Development District
 General Fund Budget
 Fiscal Year 2024

Water & Sewer

The District has accounts with Toho Water Authority for water and wastewater services to the pools, pool buildings, guardhouses and other District areas.

Account #	Toho Water Authority Service Address
2000680-33266729	1500 Euston ODD Drive
2000680-33276319	1491 Reunion Village Boulevard
2000680-818450	7755 Reunion Blvd Guardhouse
2000680-820140	1344 Seven Eagles Court Pool
2000680-823950	7300 Osceola Polk Line Rd Bldg 1
2000680-823960	7300 Osceola Polk Line Rd Bldg 2
2000680-887520	7475 Gathering Dr Pool
2000680-888050	7621 Heritage Crossing Way PoolB
2000680-888070	7693 Heritage Crossing Way Pool
2000680-888280	7585 Assembly Ln Pool
2000680-925360	7500 Mourning Dove Cir Irrig
2000680-940460	7500 Mourning Dove Cir Bath
2000680-942790	1350 S Old Lake Wilson Rd Grdhouse
2007070-33020489	7615 Fairfax Drive Guardhouse
2007070-942780	700 Tradition Blvd Guardhouse

Gas

This item represents utility service costs for gas service at the community pools. The District has accounts with Gas South and Teco Peoples Gas for this service.

Account #	Gas South Service Address
0861412280	Heritage Crossing Pool B
1965200079	1364 Seven Eagles Ct
5973225156	Heritage Crossing Pool A
6097984974	Homestead Pool
8086389354	Carriage Point Pool

Account #	Teco Peoples Gas Service Address
211010319849	7693 Heritage Crossing Way
211010400144	7621 Heritage Crossing Way
211010400342	7585 Assembly Ln
211010400532	7475 Gathering Dr
221003460526	7500 Morning Dove Circle
211022021771	1364 Seven Eagles Court

Reunion East
Community Development District
General Fund Budget
Fiscal Year 2024

Pool & Fountain Maintenance

Scheduled maintenance consists of regular cleaning and treatments of pools and fountains, cleaning of pool buildings and emergency phones. Pools are maintained in accordance to Osceola County Health Department codes. District has contracted with Roberts Pool for this service.

Description	Monthly	Annual
Pool Maintenance - Roberts Pool	\$7,000	\$84,000
Pool Chemicals - Spies Pool		\$180,000
Annual Fees - Kings III of America		\$3,000
Annual Permit Fees - Fl. Dept. of Health		\$3,550
Contingency - Misc. Repairs		\$89,850
Total		\$360,400

Pond Maintenance

The District currently has a contract with Applied Aquatic Management Inc., which provides lake maintenance to all the lakes inside the Reunion East and West CDDs. These services include monthly inspections and treatment of aquatic weeds and algae, herbicide spraying, and algae control and removal. The amount also includes unscheduled maintenance. In addition, there are budgeted cost for the future treatment and maintenance of Conservation Areas Easements including Wetland Preservation, Upland Preservation, and Upland Buffers of approximately 294 acres.

Description	Monthly	Annual
Aquatic Plant Management		
1 Pond - Patriots Landing	\$141	\$1,692
10 Stormwater Retention Ponds Reunion Village	\$1,115	\$13,380
1 Stormwater Retention Pond - Encore Reunion	\$219	\$2,628
1 Stormwater Retention Pond - Grand Traverse	\$153	\$1,836
Contingency		\$5,964
Total		\$25,500

Property Insurance

Represents the District's share of the annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance.

Irrigation Repairs & Maintenance

Represents the District expense for maintenance of the irrigation system.

Reunion East
Community Development District
General Fund Budget
Fiscal Year 2024

Landscape Contract

The District currently has a contract with Yellowstone Landscape for scheduled maintenance consisting of mowing, edging, blowing, applying pest and disease control chemicals to sod, mulching once per year, applying fertilizer and pest and disease control and chemicals.

Description	Monthly	Annual
Landscape Contract		
Common Area - Yellowstone Landscape	\$49,435	\$593,220
Reunion Village 1-3 - Yellowstone Landscape	\$6,138	\$73,656
Reunion Village 4-5 - Yellowstone Landscape	\$2,883	\$34,596
Bedding Plants/Bed Dressing/Palm Trimming		\$209,253
Encore Area - Creative North Inc.	\$15,133	\$181,600
Contingency		\$32,770
Total		\$1,125,095

Landscape Contingency

Represents estimated costs for any additional landscape maintenance not covered/outlined in the contract with Yellowstone Landscape.

Gate & Gatehouse Expenses

Amounts based upon estimated expenditures for any repairs and maintenance to entry gates and gatehouse.

Roadways/Sidewalks/Bridge

Represents estimated expenditures for any maintenance of roadways, sidewalks and bridge.

Lighting

Represents costs for lighting repair scheduled during the fiscal year.

Building Repairs & Maintenance

Repairs for properties covered under the Management Services Agreement.

Pressure Washing

Estimated cost to pressure wash certain buildings and guardhouses owned by the District.

Maintenance (Inspections)

Represents quarterly sprinkler inspections, annual fire backflow and domestic backflow inspections and any unforeseen maintenance at Seven Eagles.

Repairs & Maintenance

Represents estimated costs for any unforeseen repairs and maintenance to the common areas.

Contract Cleaning

Represents estimated costs for monthly janitorial services to the Amenity Centers. District has contracted with Reunion Club of Orlando, LLC for this service.

Reunion East
Community Development District
General Fund Budget
Fiscal Year 2024

Fitness Center Repairs & Maintenance

Represents costs for preventative maintenance for the Seven Eagles Fitness Centers. Services will consist of 24 visits during the fiscal year. District has contracted with Fitness Services of Florida, Inc. for this service.

Description	Monthly	Annual
Preventative Maintenance	\$600	\$7,200
Contingency - New Fitness Center/Misc. Repairs		\$6,700
Total		\$13,900

Operating Supplies

Represents estimated costs for cleaning/janitorial supplies for Seven Eagles.

Signage

Represents estimated costs for repairing/maintaining signs within the District.

Security

Security services throughout the District facilities. Costs are based upon the actual security agreements with the District.

Description	Monthly	Annual
Security		
Reunion Resort and Club Master Association	\$13,400	\$160,800
Reunion West Property Owners' Association, Inc.	\$2,276	\$27,308
Envera Security Services - Carriage Point	\$1,280	\$15,360
Contingency		\$10,400
Total		\$213,868

Parking Violation Tags

Represents estimated costs for purchase of parking violation tags.

Maintenance – Direct Expenses

Transfer Out – R&M Fund

Represents proposed amount to transfer to Replacement & Maintenance Fund.

Reunion East
Community Development District
Proposed Budget
Replacement & Maintenance Fund
Fiscal Year 2024

Description	Adopted Budget FY2023	Actual thru 6/30/23	Projected Next 3 Months	Total thru 9/30/23	Proposed Budget FY2024
Revenues					
Transfer In	\$111,034	\$111,034	\$0	\$111,034	\$500,000
Interest	\$12,000	\$99,443	\$25,000	\$124,443	\$92,500
Total Revenues	\$123,034	\$210,477	\$25,000	\$235,477	\$592,500
Expenditures					
Contingency	\$500	\$4,277	\$120	\$4,397	\$600
Building Improvements	\$176,145	\$30,070	\$146,075	\$176,145	\$30,800 ¹
Fountain Improvements	\$0	\$0	\$0	\$0	\$0
Gate/Gatehouse Improvements	\$251,705	\$16,515	\$251,705	\$268,220	\$0
Monument Improvements	\$0	\$0	\$0	\$0	\$0
Pool Furniture	\$8,400	\$10,923	\$0	\$10,923	\$10,080 ²
Pool Repair & Replacements	\$0	\$12,482	\$0	\$12,482	\$53,200 ³
Lighting Improvements	\$0	\$0	\$0	\$0	\$7,049 ⁴
Landscape Improvements	\$0	\$0	\$0	\$0	\$25,200 ⁵
Irrigation Improvements	\$0	\$0	\$0	\$0	\$0
Roadway Improvements	\$62,328	\$85,262	\$62,328	\$147,590	\$272,973 ⁶
Signage	\$28,000	\$14,851	\$0	\$14,851	\$56,000 ⁷
Stormwater Improvements	\$28,000	\$5,544	\$0	\$5,544	\$0
Capital Outlay	\$5,600	\$117,851	\$0	\$117,851	\$91,000 ⁸
Total Expenditures	\$560,678	\$297,775	\$460,228	\$758,003	\$546,902
Excess Revenues/(Expenditures)	(\$437,644)	(\$87,298)	(\$435,228)	(\$522,526)	\$45,598
Fund Balance - Beginning	\$3,425,949	\$3,538,873	\$0	\$3,538,873	\$3,016,347
Fund Balance - Ending	\$2,988,305	\$3,451,575	(\$435,228)	\$3,016,347	\$3,061,945

Notes:

(1) is 56% of the shared costs with the remaining 44% allocated to Reunion West for FY23. For FY24, (1-8) the adopted allocation will be 56% of the shared costs for Reunion East with the remaining 44% allocated to Reunion West.

Shared Costs					
	FY 2023 Budget	FY 2023 Projections	Total Proposed 2024 Budget	Reunion East 56%	Reunion West 44%
1 Building Improvements	\$314,544	\$314,544	\$55,000	\$30,800	\$24,200
Fountain Improvements	\$0	\$0	\$0	\$0	\$0
Gate/Gatehouse Improvements	\$449,474	\$478,965	\$0	\$0	\$0
Monuments Improvements	\$0	\$0	\$0	\$0	\$0
2 Pool Furniture	\$15,000	\$19,505	\$18,000	\$10,080	\$7,920
3 Pool Repair & Replacements	\$0	\$22,289	\$95,000	\$53,200	\$41,800
4 Lighting Improvements	\$0	\$0	\$12,588	\$7,049	\$5,539
5 Landscape Improvements	\$0	\$0	\$45,000	\$25,200	\$19,800
Irrigation Improvements	\$0	\$0	\$0	\$0	\$0
6 Roadway Improvements	\$111,300	\$263,554	\$487,451	\$272,973	\$214,478
7 Signage	\$50,000	\$26,520	\$100,000	\$56,000	\$44,000
Stormwater Improvements	\$50,000	\$9,900	\$0	\$0	\$0
8 Capital Outlay	\$10,000	\$210,449	\$162,500	\$91,000	\$71,500
TOTAL	\$1,000,318	\$1,345,725	\$975,539	\$546,302	\$429,237

Reunion East
Community Development District
Proposed Budget
Series 2015A Debt Service
Fiscal Year 2024

Description	Adopted Budget FY2023	Actual thru 6/30/23	Projected Next 3 Months	Total thru 9/30/23	Proposed Budget FY2024
-------------	-----------------------------	---------------------------	-------------------------------	--------------------------	------------------------------

Revenues

Special Assessments	\$2,568,595	\$2,594,371	\$0	\$2,594,371	\$2,568,595
Interest Income	\$450	\$50,486	\$12,622	\$63,108	\$35,000
Carry Forward Surplus	\$942,874	\$976,059	\$0	\$976,059	\$1,011,038
Total Revenue	\$3,511,919	\$3,620,916	\$12,622	\$3,633,538	\$3,614,633

Expenditures

Special Call 11/01	\$0	\$10,000		\$10,000	\$0
Interest Expense 11/01	\$543,875	\$543,875	\$0	\$543,875	\$505,500
Principal Expense 05/01	\$1,525,000	\$1,525,000	\$0	\$1,525,000	\$1,600,000
Interest Expense 05/01	\$543,875	\$543,625	\$0	\$543,625	\$505,500
Total Expenses	\$2,612,750	\$2,622,500	\$0	\$2,622,500	\$2,611,000

EXCESS REVENUES	\$899,169	\$998,416	\$12,622	\$1,011,038	\$1,003,633
------------------------	------------------	------------------	-----------------	--------------------	--------------------

11/1/2024 Interest	\$465,500
Net Assessments	\$2,568,595
Add: Discounts & Collections	\$163,953
Gross Assessments	<u>\$2,732,548</u>

Reunion East Projected EAU Calculation 2015A

Product Type	EAU	Units	Total EAU	% of EAU	Total Assessments	Per Unit Gross Assessments
Commercial	1.00	58.78	58.78	1.67%	\$45,680	\$777
Multi-Family	1.50	1,287.00	1,930.50	54.90%	\$1,500,260	\$1,166
Single-Family	2.00	762.00	1,524.00	43.34%	\$1,184,354	\$1,554
Golf	1.00	2.90	2.90	0.08%	\$2,254	\$777
		2,110.68	3,516.18	100.00%	\$2,732,548	

*SF unit reflects one lot payoff in FY22

Reunion East
Community Development District
Series 2015A Special Assessment Refunding Bonds
Debt Service Schedule (Term Bonds Due Combined)

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/23	\$20,220,000.00	\$0	\$505,500.00	\$505,500
05/01/24	\$20,220,000.00	\$1,600,000	\$505,500.00	
11/01/24	\$18,620,000.00	\$0	\$465,500.00	\$ 2,571,000.00
05/01/25	\$18,620,000.00	\$1,685,000	\$465,500.00	
11/01/25	\$16,935,000.00	\$0	\$423,375.00	\$ 2,573,875.00
05/01/26	\$16,935,000.00	\$1,765,000	\$423,375.00	
11/01/26	\$15,170,000.00	\$0	\$379,250.00	\$ 2,567,625.00
05/01/27	\$15,170,000.00	\$1,855,000	\$379,250.00	
11/01/27	\$13,315,000.00	\$0	\$332,875.00	\$ 2,567,125.00
05/01/28	\$13,315,000.00	\$1,955,000	\$332,875.00	
11/01/28	\$11,360,000.00	\$0	\$284,000.00	\$ 2,571,875.00
05/01/29	\$11,360,000.00	\$2,050,000	\$284,000.00	
11/01/29	\$9,310,000.00	\$0	\$232,750.00	\$ 2,566,750.00
05/01/30	\$9,310,000.00	\$2,155,000	\$232,750.00	
11/01/30	\$7,155,000.00	\$0	\$178,875.00	\$ 2,566,625.00
05/01/31	\$7,155,000.00	\$2,270,000	\$178,875.00	
11/01/31	\$4,885,000.00	\$0	\$122,125.00	\$ 2,571,000.00
05/01/32	\$4,885,000.00	\$2,385,000	\$122,125.00	
11/01/32	\$2,500,000.00	\$0	\$62,500.00	\$ 2,569,625.00
05/01/33	\$2,500,000.00	\$2,500,000	\$62,500.00	\$ 2,562,500.00
		\$20,220,000	\$5,973,500.00	\$ 26,193,500.00

Reunion East
Community Development District
Proposed Budget
Series 2021 Debt Service
Fiscal Year 2024

Description	Adopted Budget FY2023	Actual thru 6/30/23	Projected Next 3 Months	Total thru 9/30/23	Proposed Budget FY2024
-------------	-----------------------------	---------------------------	-------------------------------	--------------------------	------------------------------

Revenues

Special Assessments	\$1,116,155	\$998,785	\$125,013	\$1,123,799	\$1,116,155
Interest	\$500	\$44,123	\$8,823	\$52,946	\$29,120
Carry Forward Surplus	\$344,177	\$351,938	\$0	\$351,938	\$408,919
Total Revenue	\$1,460,832	\$1,394,846	\$133,836	\$1,528,682	\$1,554,194

Expenditures

Interest Expense 11/01	\$342,381	\$342,381	\$0	\$342,381	\$337,161
Principal Expense 05/01	\$435,000	\$435,000	\$0	\$435,000	\$445,000
Interest Expense 05/01	\$342,381	\$342,381	\$0	\$342,381	\$337,161
Total Expenses	\$1,119,763	\$1,119,763	\$0	\$1,119,763	\$1,119,323
Excess Revenues (Expenditures)	\$341,070	\$275,083	\$133,836	\$408,919	\$434,872

11/1/2024 Interest \$331,821

Net Assessments \$1,116,155
Add: Discounts & Collections \$71,244
Gross Assessments \$1,187,399

Reunion East Projected EAU Calculation 2021

Product Type	EAU	Units	Total Assessments	Per Unit Gross Assessments
Multi-Family	1.50	296.00	\$624,788	\$2,111
Single-Family	2.00	250.00	\$562,610	\$2,250
		546.00	\$1,187,399	

Reunion East
Community Development District
Series 2021 Special Assessment Bonds (Series 2021 Project)
Debt Service Schedule (Term Bonds Due Combined)

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/23	\$19,495,000.00	\$0	\$337,161.25	\$337,161.25
05/01/24	\$19,495,000.00	\$445,000	\$337,161.25	
11/01/24	\$19,050,000.00	\$0	\$331,821.25	\$1,113,982.50
05/01/25	\$19,050,000.00	\$455,000	\$331,821.25	
11/01/25	\$18,595,000.00	\$0	\$326,361.25	\$1,113,182.50
05/01/26	\$18,595,000.00	\$465,000	\$326,361.25	
11/01/26	\$18,130,000.00	\$0	\$320,781.25	\$1,112,142.50
05/01/27	\$18,130,000.00	\$480,000	\$320,781.25	
11/01/27	\$17,650,000.00	\$0	\$313,941.25	\$1,114,722.50
05/01/28	\$17,650,000.00	\$495,000	\$313,941.25	
11/01/28	\$17,155,000.00	\$0	\$306,887.50	\$1,115,828.75
05/01/29	\$17,155,000.00	\$505,000	\$306,887.50	
11/01/29	\$16,650,000.00	\$0	\$299,691.25	\$1,111,578.75
05/01/30	\$16,650,000.00	\$520,000	\$299,691.25	
11/01/30	\$16,130,000.00	\$0	\$292,281.25	\$1,111,972.50
05/01/31	\$16,130,000.00	\$535,000	\$292,281.25	
11/01/31	\$15,595,000.00	\$0	\$284,657.50	\$1,111,938.75
05/01/32	\$15,595,000.00	\$555,000	\$284,657.50	
11/01/32	\$15,040,000.00	\$0	\$275,916.25	\$1,115,573.75
05/01/33	\$15,040,000.00	\$570,000	\$275,916.25	
11/01/33	\$14,470,000.00	\$0	\$266,938.75	\$1,112,855.00
05/01/34	\$14,470,000.00	\$590,000	\$266,938.75	
11/01/34	\$13,880,000.00	\$0	\$257,646.25	\$1,114,585.00
05/01/35	\$13,880,000.00	\$610,000	\$257,646.25	
11/01/35	\$13,270,000.00	\$0	\$248,038.75	\$1,115,685.00
05/01/36	\$13,270,000.00	\$630,000	\$248,038.75	
11/01/36	\$12,640,000.00	\$0	\$238,116.25	\$1,116,155.00
05/01/37	\$12,640,000.00	\$650,000	\$238,116.25	
11/01/37	\$11,990,000.00	\$0	\$227,878.75	\$1,115,995.00
05/01/38	\$11,990,000.00	\$670,000	\$227,878.75	
11/01/38	\$11,320,000.00	\$0	\$217,326.25	\$1,115,205.00
05/01/39	\$11,320,000.00	\$690,000	\$217,326.25	
11/01/39	\$10,630,000.00	\$0	\$206,458.75	\$1,113,785.00
05/01/40	\$10,630,000.00	\$710,000	\$206,458.75	
11/01/40	\$9,920,000.00	\$0	\$195,276.25	\$1,111,735.00
05/01/41	\$9,920,000.00	\$735,000	\$195,276.25	
11/01/41	\$9,185,000.00	\$0	\$183,700.00	\$1,113,976.25
05/01/42	\$9,185,000.00	\$760,000	\$183,700.00	
11/01/42	\$8,425,000.00	\$0	\$168,500.00	\$1,112,200.00
05/01/43	\$8,425,000.00	\$795,000	\$168,500.00	
11/01/43	\$7,630,000.00	\$0	\$152,600.00	\$1,116,100.00
05/01/44	\$7,630,000.00	\$825,000	\$152,600.00	
11/01/44	\$6,805,000.00	\$0	\$136,100.00	\$1,113,700.00
05/01/45	\$6,805,000.00	\$860,000	\$136,100.00	
11/01/45	\$5,945,000.00	\$0	\$118,900.00	\$1,115,000.00
05/01/46	\$5,945,000.00	\$895,000	\$118,900.00	
11/01/46	\$5,050,000.00	\$0	\$101,000.00	\$1,114,900.00
05/01/47	\$5,050,000.00	\$930,000	\$101,000.00	
11/01/47	\$4,120,000.00	\$0	\$82,400.00	\$1,113,400.00
05/01/48	\$4,120,000.00	\$970,000	\$82,400.00	
11/01/48	\$3,150,000.00	\$0	\$63,000.00	\$1,115,400.00
05/01/49	\$3,150,000.00	\$1,010,000	\$63,000.00	
11/01/49	\$2,140,000.00	\$0	\$42,800.00	\$1,115,800.00
05/01/50	\$2,140,000.00	\$1,050,000	\$42,800.00	
11/01/50	\$1,090,000.00	\$0	\$21,800.00	\$1,114,600.00
05/01/51	\$1,090,000.00	\$1,090,000	\$21,800.00	\$1,111,800.00
		\$19,495,000	\$12,035,960.00	\$31,530,960.00

SECTION D

RESOLUTION 2023-10

THE ANNUAL APPROPRIATION RESOLUTION OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Reunion East Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 10, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF REUNION EAST COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Treasurer and the office of the Recording Secretary, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2023 and/or revised projections for Fiscal Year 2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Treasurer and the District Recording Secretary and identified as "The Budget for Reunion East Community Development District for the Fiscal Year Ending September 30, 2024", as adopted by the Board of Supervisors on August 10, 2023.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Reunion East Community Development District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL DEBT SERVICE FUND – 2015A	\$ _____
TOTAL DEBT SERVICE FUND – 2021	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 10th day of August, 2023.

ATTEST:

**BOARD OF SUPERVISORS OF
THE REUNION EAST
COMMUNIT DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

SECTION E

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Reunion East Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2023-2024 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2023-2024; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, The District has previously levied an assessment for debt service, which the District desires to collect on the tax roll for platted lots pursuant to the Uniform Method and which is also indicated on Exhibit “A”; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

WHEREAS, the District has approved an Agreement with the Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance on platted lots as set forth in the budget; and

WHEREAS, the District desires to levy and directly collect on the unplatted lands special assessments reflecting their portion of the District's operations and maintenance budget; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Reunion East Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibits "A" and "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the previously levied debt service assessments and operation and maintenance special assessments on platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B." The previously levied debt services assessments and operations and maintenance assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due according to the following schedule: 50% due no later than November 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, such assessment and any future scheduled assessment

payments due for Fiscal Year 2024 shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event as assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified. That portion of the District's Assessment Roll which includes developed lands and platted lots is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds there from shall be paid to the Reunion East Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Reunion East Community Development District.

PASSED AND ADOPTED this 10th day of August, 2023.

ATTEST:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

By:_____

Its:_____

MINUTES

**MINUTES OF MEETING
REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, **July 13, 2023** at 1:00 p.m. via Zoom Communication Media Technology and at Reunion Grande, Room 1, 7593 Gathering Drive, Kissimmee, Florida.

Present and constituting a quorum:

Mark Greenstein	Chairman
Steven Goldstein	Vice Chairman
Trudy Hobbs	Assistant Secretary
John Dryburgh	Assistant Secretary
June Wispelwey (<i>via Zoom</i>)	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Kristen Trucco	District Counsel
Steve Boyd	Boyd Civil Engineering
Alan Scheerer	Field Manager
Garret Huegel	Yellowstone Landscape Services
Residents	

The following is a summary of the discussions and actions taken at the July 13, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 1:09 p.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Resident Jill Mulhere of 1211 Radiant Street thanked the Board for upgrades to the lattice at the entrance. Resident Lester Blades of 1530 Euston Drive did not see any information in the agenda package on The Stables. Ms. Adams would report on this item later when the Board reviewed Action Items. Mary Jean Blades of 1530 Euston Drive voiced concern with a developer

leaving trailers on the opposite side of the road, causing difficulties when she tried to back out of her driveway.

THIRD ORDER OF BUSINESS

Approval of Minutes of the June 8, 2023 Meeting

Ms. Adams presented the minutes from the June 8, 2023 meeting, which were reviewed by District Counsel and the District Manager.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor the Minutes of the June 8, 2023 Meeting was approved as presented.
--

FOURTH ORDER OF BUSINESS

Consideration of Proposal for County Road 532 Landscape Enhancement

Ms. Adams presented a proposal from Yellowstone Landscape (Yellowstone) for landscape enhancements in the amount of \$6,393.11. Mr. Scheerer worked with Yellowstone to secure this proposal for the area across from the Fire Station in the middle of County Road (CR) 532. The Loropetalum was old and Mr. Scheerer wanted permission from the Board to remove and replace it with Zoysia grass and adjust the irrigation system. Mr. Goldstein questioned whether there were any other options. Mr. Dryburgh recalled the Board preferring to rip out the Loropetalum to save money. Mr. Scheerer pointed out that the Board decided to be relieved from maintenance on the south side of CR 532, the Polk County side, which was turned over to Osceola County for maintenance. However, the CDD currently maintained the median from I-4 to Old Lake Wilson Road and the north side of CR 532 and the Board never discussed discontinuing the maintenance of CR 532. Ms. Adams recalled that the Board discussed it and ultimately decided it was worth the expense to continue maintaining it and have the ability to control the level of landscaping.

Mr. Goldstein questioned whether the District Engineer expected any issues with the county, if the CDD decided not to maintain the center median on CR 532. Mr. Boyd felt that if the CDD stopped maintaining it, it would cause a problem, but the county would not care if the CDD ripped everything out and replaced with grass. Ms. Adams stated the Interlocal Agreement between the District and Osceola County specified that the District was responsible to maintain the landscaping. The agreements requires the landscape to be restored to the original landscape

plan if the District wants to amend the Interlocal Agreement. For example, on the south side of CR 352, the county requested that the District remove landscaping and irrigation and re-sod it before the County assumed maintenance responsibilities. If the Board wanted to amend the Interlocal Agreement again, the Board needed to take action by vote. The County must agree to the amendment and there would be some legal expense go through the amendment process. Mr. Goldstein wanted to consider any cost savings at the next meeting. Mr. Greenstein did not want to remove the median as it was part of the look of Reunion, but would look at it if the Board wanted to look at other maintenance alternatives. Ms. Wispelwey wanted to review the situation further and possibly remove what was on the median and replace it with grass or keep it at the current standard. Mr. Greenstein noted sidewalk maintenance on CR 532 is a separate issue because the CDD is not responsible for the maintenance of the sidewalks in that area. Ms. Adams would include the median landscape maintenance item on the next agenda.

FIFTH ORDER OF BUSINESS

**Consideration of Proposals for Roof
Replacement at Seven Eagles**

A. Advantage Roofing, Inc.

B. Springer-Peterson Roofing & Sheet Metal, Inc.

Ms. Adams presented proposals from Advantage Roofing, Inc. (Advantage) in the amount of \$134,962 and from Springer-Peterson Roofing & Sheet Metal, Inc. (Springer-Peterson) in the amount of \$157,542 for replacement of the Seven Eagles Center roof. This was a Repair and Maintenance (R&M) project that the Board considered as part of the current fiscal year and provided funding for. In the budget, the Board allocated approximately \$172,010. Mr. Scheerer reached out to several vendors, but these were the only ones that provided a bid. They were equal in materials and warranties, utilizing a peel and stick versus felt paper. There was a new code requirement for six nails per shingle. The proposals also included the pool pump house roof, which had asphalt shingles. The main Seven Eagles building had asphalt and thermoplastic roof. Mr. Scheerer was familiar with both vendors. The facility must be closed, especially during the demolition work and cleanup. Mr. Goldstein noted a \$23,000 difference between the proposals. Mr. Greenstein pointed out that Advantage offered a five-year workmanship warranty on all leaks and defects, which was substantial versus the two-year warranty that Springer-Peterson offered. Mr. Greenstein asked if any CDDs used Advantage. None of the Districts that Mr. Scheerer was involved with used Advantage, but they were used by other Districts.

On MOTION Mr. Greenstein seconded by Mr. Goldstein with all in favor the proposal with Advantage Roofing, Inc. for roof replacement at Seven Eagles in the amount of \$134,962 was approved.

SIXTH ORDER OF BUSINESS

Review and Acceptance of Pavement Management Plan

Ms. Adams presented the Pavement Management Plan, which was prepared by the District Engineer. Mr. Boyd presented the report and noted typos that would be corrected. Moving forward to develop the scope for roadway repairs in the next two years, they were taking core samples. Once the work was completed, a scope of work would be prepared. Mr. Goldstein felt that it was a comprehensive report. Mr. Greenstein requested a quick synopsis of the tables in order for the Board to see the magnitude of the work and the order it would be accomplished. Mr. Boyd noted that Table 2 provided recommendations on the work to be completed as soon as possible. Table 3 provided recommendations on work to be completed within the next two years. Table 4 provided recommendations on work to be planned between 2025 and 2030 and Table 5 provided recommendations on work to be planned between 2030 and 2035. These dates could be pushed back further based on the pavement conditions. The following areas were addressed:

- **Urgent:** Tradition Boulevard from Spine Road to I-4, due to significant degradation.
- **Needing Attention:** The pavement approaching the water park from Spine Road.
- **Addressed Immediately:** Spine Road from CR 545 to the gatehouse, due to base degradation. The repair would involve removal of all asphalt and re-doing the base before re-surfacing.

Core samples were requested at those locations to determine the depth of the milling and resurfacing.

- **Recommended to be Completed Within Two Years:** Reunion Boulevard from CR 532 to the traffic circle. Portions appeared fine, but in many places the pavement was uneven with alligator cracking, especially exiting towards CR 532 where the asphalt was starting to separate.
- **To be Completed in Two Years:** Remaining portions of Spine Road
- **To be Re-surfaced Between 2025 and 2030:** Roads in good/fair condition.

➤ **To be Re-evaluated after 2030:** All remaining roads.

Mr. Boyd stated crosswalks and stop bars needed to be re-striped and portions of the main roadways; Tradition and Reunion Boulevard needed additional re-striping. Mr. Dryburgh voiced concern about the impact of inflation over a five-to-ten-year period because if they waited until later, it would be a more difficult process due to drivers using it as a cut through and questioned the percentage of roads to be done sooner versus later. Mr. Boyd stated once they obtained prices on the initial repairs that were urgent, they could roll the unit prices over the entire program, factoring in 5% or 7% for inflation. In the next two weeks, they would complete the core samples, prepare the specifications and obtain bids. Mr. Boyd would look at recent paving costs, as he wanted to be in the position for work to start after the first of the year so that the work could be completed in the Spring.

On MOTION Mr. Greenstein seconded by Ms. Hobbs with all in favor the Pavement Management Plan was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for
Geotechnical Services for Pavement
Evaluation**

A. UES

B. Intertek PSI

Ms. Adams presented proposals from UES in the amount of \$6,695 and from Intertek PSI (PSI) in the amount of \$15,920 for geotechnical services for the pavement evaluation. Mr. Boyd stated based on visual inspections that were performed, they identified 17 locations for core samples. Mr. Dryburgh questioned the major difference in the proposals. Mr. Boyd indicated that the written scope for UES excluded some items, but they had the required scope. They would not require extensive utility locates, but after obtaining the core samples, UES would restore the core with asphalt, which Mr. Boyd would obtain written clarification of and provide to Ms. Adams. Mr. Greenstein pointed out that Reunion West approved the same proposal.

On MOTION Mr. Greenstein seconded by Mr. Goldstein with all in favor the proposal with UES for Pavement Evaluation Geotechnical Services in the amount of \$6,695 was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Proposal for Increased
Preventative Maintenance Services at
Seven Eagles Fitness Centers**

Ms. Adams reported that there were two Fitness Centers at Seven Eagles, the Fitness Center and Functional Fitness Center. The Board currently had an agreement with Fitness Services of Florida Inc. for monthly preventative maintenance services of \$300 per visit or \$3,600 annually. Twice monthly visits were being recommended at the same rate for both Fitness Centers, due to increased usage at Seven Eagles because Reunion Resort Fitness Center was temporarily closed. The proposal included oiling, lubrication and deep cleaning of the equipment as well as an expedited repair time because with this frequency of service, they were not holding up repairs and installation of parts for the treadmills and other pieces of popular equipment. If the Board approved this, it would increase the Fiscal Year 2024 budget amount to \$7,200. Mr. Dryburgh questioned when Kingwood was re-opening the Reunion Resort Fitness Center because if it was of excessive duration, they should pay the additional expenses due to closing their facility. Ms. Adams noted that the Fitness Centers were owned by the District and the responsibility of the District to maintain. Ms. Hobbs did not see how they could go back to them and tell them to pay for the cleaning as people had the right to use it, whether there was another Reunion Resort gym or not. Ms. Wispelwey felt that the Board should do what they could to keep the people happy; however, this could go on for a long time and felt that it was not unreasonable to ask Kingwood to put that money towards the maintenance. Mr. Dryburgh was not happy with the way that Kingwood treated the Board. Mr. Greenstein agreed with Ms. Wispelwey as the District allowed Kingwood to move their fitness equipment into one half of the Heritage Crossing Community Center (HCCC) and could not recall if there was financial consideration in the agreement. Ms. Adams would include the item on next month's agenda for Board review.

<p>On MOTION Mr. Dryburgh seconded by Mr. Goldstein with all in favor the proposal for increased preventative maintenance services at Seven Eagles in the amount of \$7,200 annually was approved.</p>
--

Ms. Adams questioned the direction to staff in terms of communication with Kingwood and whether the Board wanted to wait until they reviewed the situation further and look at the terms. Ms. Wispelwey wanted to start discussions with Kingwood about the District receiving extra money because if they did not light a fire, they would be seeing an increase of people in

October or November. Mr. Greenwood stated they would discuss the agreement between now and the next meeting and GMS could have dialogue with Kingwood.

NINTH ORDER OF BUSINESS

**Consideration of Temporary Construction
Easement with IMF Developers, LLC.**

Ms. Adams presented a Temporary Construction Easement with IMF Developers, LLC. (IMF) and a diagram of the area being discussed, which was around The Terraces. They were proposing to add 102 new units to complete construction in that area. The CDD owned property around the construction site, including the roads. Ms. Trucco explained that the developer, IMF; landowner, 7500 Mourning Dove Reunion, LLC, and the General Contractor, LB Construction of South Florida, Inc. agreed to sign the Temporary Construction Easement in the Agenda and that it was in the best interest of the District to execute it. It was for the construction of 102 units at The Terraces at Reunion Resort and Club. The Development Plans, which was approved by the county, were also attached to the Temporary Construction Easement. At this time, they were planning to start construction on the southern parcel shown in the attachment, including the installation of a fence. The Temporary Construction Easement stated the District would be indemnified for any damages resulting from their construction. They also agreed to restore the District's property at their expense to its original condition, and if they failed to do so, within 30 days, the District could restore the property and they would be responsible for reimbursing the District for the restoration. It was anticipated that construction would take 18 months and would start in 60 days. The District Engineer already reviewed the Temporary Construction Easement and agreed with it. The developer planned to use a gravel road off of Osceola Polk Line Road that was outside of the District, but there was a sliver of District property that they must use. Discussion ensued and Ms. Trucco requested that the Board approve the Temporary Construction Easement in substantial final form and delegate authority for a Board Member to execute it. Mr. Goldstein requested that Mr. Greenstein be delegated authority.

On MOTION Mr. Goldstein seconded by Ms. Hobbs with all in favor the Temporary Construction Easement with IMF Developers, LLC. and delegating authority to the Chairman to execute it was approved.
--

Although Mr. Greenstein wanted to see The Terraces completed, there would be construction traffic and trusses on property being built on Excitement Drive. Ms. Adams requested that any unsafe roadway condition be reported to Security. Mr. Greenstein would drive around with Mr. Victor Vargas, Director of Reunion Security, in order to better manage it as well as other construction.

TENTH ORDER OF BUSINESS

**Consideration of Proposal from Guardian
Access Solutions for RFID Reader at
Reunion Village Gates**

Ms. Adams presented a proposal from Guardian Access Solutions (Guardian) for RFID Reader at the Reunion Village gates in the amount of \$16,320, which was requested by the Board. There was only one traffic lane staffed 24/7/365 by a security guard that must open the lane manually as vehicles stop at the gate. His proposal was presented so owners can have automatic access. Mr. Scheerer explained this was a TransCore RFID reader system, which the Board requested and would merge with the existing Smart Pass system at the other gates in Reunion. Guardian was formerly Access Control Technologies, which originally installed the Spine Road gates. The proposed amount of \$16,320 was a non-budgeted item for Fiscal Year 2023. Mr. Greenstein noted that residents did not have to roll their window down as the reader would pick up the transponder and cards. Mr. Goldstein was in favor of it. Ms. Adams pointed out that this gate would not be uniform as other gates had two entrance lanes versus this gate, which only one traffic lane, but there could be automatic access for residents. Mr. Goldstein noted that this gate would never get the traffic that others did and was not any shorter for people cutting through; therefore, they would not do it often.

On MOTION Mr. Goldstein seconded by Ms. Hobbs with all in favor the proposal with Guardian Access Solutions for RFID Reader at Reunion Village Gates in the amount of \$16,320 was approved.
--

Mr. Dryburgh questioned the technology as the gates at the entrance were down the last week-and-a-half. Mr. Scheerer explained that one of the eMerge panels failed, which he was working with ACT to resolve and did not realize that it was down for so long as he was out last week. Guardian was in the process of changing those out at several properties including this one and this system was approved by the Board at the Spine Road gates, which were currently under

construction. Since it had newer technology, they would not have this issue. Mr. Goldstein understood that Mr. Scheerer was out last week, but questioned who Security could contact in an emergency. Mr. Scheerer pointed out that he was always available 24/7 as part of his job, but Mr. Vargas had the authority to contact Guardian. When this issue occurred, Mr. Vargas contacted Guardian and they ordered the part.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

- **Approval to Engage District Engineer to Analyze Bond Requisitions Relative to Construction Costs for The Stables Parcel (*Item 11Aii*)**

Ms. Trucco reported an update on the sale of stables question. The District Engineer would need to complete a review of the requisitions for the bond issuances to determine the exact amount of bond proceeds used for the construction of the stables. Then District's Bond Counsel at Greenberg Traurig would perform a tax analysis to see if the bonds could be redeemed and then determine how much of the outstanding bonds needed to be redeemed. That amount would set the minimum purchase price and depending on that amount, the Board may want to order an appraisal to see if the property was worth more today than the amount of bonds to be redeemed. Greenberg Traurig estimated it would take 10-20 hours, costing \$10,000 to \$20,000, to determine the non-essential use, evaluate the options and calculate the needed remedial redemptions for the bonds in order to sell the stables. To determine the amount of bond proceeds used for the stables, Mr. Boyd indicated that it would take one day for the data collection and initial review of the requisitions, one day to break out the costs from those requisitions and two hours to prepare a brief report at a cost of \$4,000 to \$5,000. The total amount for both professionals was \$14,000 to \$25,000.

Mr. Greenstein questioned the percentage of the bonds that would have to be redeemed. Ms. Trucco stated that the bond issuance could not have more than 5% non-qualified private use. Mr. Greenstein believed that an estimate could be perceived from the Amortization Table and from the age of the infrastructure, which was the original series of bonds, but questioned whether there was any situation where they could not dispose of that property. Ms. Trucco confirmed that they could dispose of it, but the District could potentially end up spending more than the parcel was worth. Mr. Greenstein understood that the use of any asset may have changed over time and there could not be significant activity that removed the 5%, but disposing of it, did not factor into it. It was a matter of how many bonds were still outstanding and how the appraisal factored in. Ms.

Adams clarified it had to do with the amount needed to be redeemed and if it was more than the appraised value, the District could see if there was a willing buyer. If the redemption amount is less than what the parcel is likely to be worth, the CDD can get an appraisal and sell it at market value. Mr. Greenstein asked if there was any circumstance that would prevent the District from disposing of that asset. Ms. Trucco confirmed that the District could do it, but needed to find out what bond was used to finance it and what percentage of the bond needed to be redeemed. Ms. Adams pointed out that the District could not proceed until they had the analysis from the District Engineer. Ms. Trucco recalled seeing that approximately \$300,000 of bond proceeds may have been used to construct the stables and that the 5% non-qualified private use requirement was of the entire bond issuance. Mr. Greenstein expected it to be under the 5%.

The Board suggested leasing the stables, but Ms. Trucco indicated that a lease triggered the non-qualified and the District was likely already over the 5% based on the last review when the Management Services Agreement (MSA) with Kingwood was evaluated and could not lease it, but could enter into a type of management service agreement. Mr. Greenstein felt as part of comparative analysis, they could determine the ongoing costs to maintain it, renovate it and have it managed. Mr. Goldstein agreed that the simplest way was to have an MSA. A Resident asked if there were any time constraints on the MSA. Ms. Trucco noted no time constraints but the ones that she drafted had a termination clause to protect the District. The Resident asked if an improvement was made to the property, upon termination whether it would be paid back. Ms. Trucco explained that the non-qualified private use restriction could be triggered for a joint venture between the CDD and a private entity, which would not be permitted, but the CDD could put in any renovation with CDD money. If the District was going to spend \$20,000 to \$30,000 on an analysis, Mr. Goldstein proposed selling it because it was not benefitting the District or ask if Bond Counsel could split the difference and charge \$15,000. Ms. Wispelwey agreed. Mr. Boyd must extract the amount of money dedicated to the stables, since the requisitions covered multiple items. Mr. Goldstein did not want to spend the money and then having discussion a year later. Mr. Greenstein pointed out this was the reason that they were having this discussion now.

<p>On MOTION Mr. Greenstein seconded by Mr. Goldstein with all in favor engaging the District Engineer to review all requisitions for the bond issuances to determine the exact amount of bond proceeds used for the construction of the stables was approved.</p>
--

i. Presentation of Memo Regarding Ethics Training for Elected Officials and Other Legislative Updates

Ms. Trucco presented a Memorandum regarding the ethics training for all Supervisors and other legislative updates. There was an amendment to Section 112 of the Florida Statutes, requiring each Supervisor as of January 1, 2024, to complete four hours of ethics training each calendar year. The Florida Commission on Ethics stated that the training could be completed in 50-minute increments and that there were free videos that could be utilized on their website. Viewing four videos would satisfy the requirements. It was recommended that the Supervisors complete the requirements by July 1st since the self-certification was expected to be on the Form 1. There was a change in the Concealed Carry Law to allow for carrying without permit or instructional course, but carrying weapons to CDD meetings was still not permitted under a different statute. There was also a change to Section 112.23 of the Florida Statutes so that beginning July 1, 2023, a Supervisor was prohibited from requesting the removal of content or accounts from social media platforms, as well as initiating agreements or relationships with a social media platform for the purpose of content moderation. Lastly, there was a revision to Section 287, prohibiting any Supervisor from requesting documents or giving preference to a vendor based on their social, political or ideological interests, when considering government contracts.

ii. Approval to Engage District Engineer to Analyze Bond Requisitions Relative to Construction Costs for The Stables Parcel

This item was discussed.

Ms. Trucco reported that Bond Counsel reviewed the Irrigation System Operating Agreement with Kingwood and that it was circulated to staff. Ms. Adams had some questions, which were forwarded to Kingwood's counsel. Ms. Trucco just received the exhibits, which she wanted to review before distributing to the Board as she had some follow up questions for their attorney. It was fairly cumbersome and Ms. Trucco hoped to provide it to the Board a week before the next meeting.

B. Engineer

Mr. Boyd reported on the annual certification, the report on Spine Road and the gate improvements in Reunion Village. He received as-built drawings, test results, completed his

review, anticipated starting the final closeout and was working with Mr. Scheerer to get the gate contractor what they needed.

i. Review and Acceptance of Annual Engineer's Report - ADDED

Ms. Adams reported as part of the Bond Indenture, the District was required to have an Annual Engineer's Inspection. The report in the agenda package, identified that the District's master infrastructure was maintained in good condition, there was adequate funding in place to maintain the infrastructure and adequate insurance on the infrastructure.

On MOTION Mr. Dryburgh seconded by Mr. Goldstein with all in favor the Annual Engineer's Report was accepted.

C. District Manager's Report

i. Action Items List

Ms. Adams presented the Action Items List. Mr. Dryburgh asked if they stopped using the water and replacing with plants in the Seven Eagle fountain as an alternative. Mr. Scheerer would look into it. Six different vendors were contacted and there was one quote for two new four-tier fountains with color changing lights, tile on the outside and filtration system for \$46,992 versus \$100,000 for new fountains. Much of the cost was for the filtration system. Mr. Greenstein felt that the fountains were a key feature of Linear Park and wanted to see renderings. Mr. Scheerer would include the proposal in the next agenda package. Mr. Scheerer reported that the trees were trimmed. Mr. Dryburgh noted they look great. Ms. Adams would remove this item from the Action Items List. Mr. Greenstein reported that the residential trees were trimmed by Florida Commercial and they were doing a good job. By raising the canopies, they have definition, which provides for a different look. Ms. Hobbs questioned how the traffic calming was impacted by the Pavement Management Plan since they were not going to repave the road in front of the water park for two to three years. Ms. Adams asked if the Board wanted to add traffic calming to the scope for new construction or retrofit the existing roadways. Ms. Wispelwey wanted to look at traffic calming on Excitement Drive. Mr. Boyd stated depending on whether the Board wanted traffic calming, they could include it in the first repair package. Mr. Dryburgh felt that made sense. Ms. Adams provided a map of the property to the Director of Security and asked him to mark locations where traffic calming was recommended and if the Board agreed, forward it to the District

Engineer to provide recommendations on types of traffic calming. Mr. Boyd recommended a speed table that could slow vehicles to 25 miles-per-hour. Ms. Adams asked if the Board wanted to retrofit existing roads not being milled and resurfaced, designate as a new road resurfacing project or consider locations in the interim. Ms. Hobbs preferred to look at the roads that they wanted traffic calming to see how it worked to see if it was effective and proceed with the road repairs. Mr. Goldstein asked if Mr. Scheerer looked at the satellite dish. Mr. Scheerer confirmed that it was not the District's. Ms. Hobbs questioned the replacement of the air conditioners. Mr. Scheerer reported that the contractor was bringing in two at a time until all six were replaced. The first two were being set on July 18th.

ii. Approval of Check Register

Ms. Adams presented the Check Register from June 1, 2023 through June 30, 2023 in the amount of \$411,805.55.

On MOTION by Ms. Hobbs seconded by Mr. Dryburgh with all in favor the June Check Register was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through May 31, 2023, which was for informational purposes. There were no unusual items and the May bond payments were now populated.

iv. Replacement and Maintenance Plan

Ms. Adams presented the Replacement and Maintenance Plan, which showed projections and when projects would be completed in 2023. The dates were updated each month. It was provided for informational purposes. A preliminary project list was provided for Fiscal Year 2024 for feedback from the Board, which would affect the budget for Fiscal Year 2024. It was based on the field conditions within Reunion and recommendations from the Reserve Study. There were the following potential projects:

- Roof replacement at three pool houses for Homestead and Heritage Crossings.
- Seven Eagles exercise equipment to replace treadmills, ellipticals or bicycles. Would be phased out over several years.
- Asphalt pavement management. This was only an estimate.

- Concrete sidewalk replacements
- Tree trimming

Mr. Scheerer clarified that it was a Class 2 tree trimming, which was performed several years ago in stages. It was for thinning of all the trees, cleaning them and ensuring that they had a 14 feet clearance on the roadway side and 8 feet on pedestrian sidewalks, per the Department of Transportation. The purpose was to ensure that the trees were in good shape, healthy and provided the proper clearance on CDD property.

- Signage for Reunion Village – No Parking allowance. Proposals would be provided to the Board at the August meeting.
- Pool equipment allowance.
- Seven Eagles Linear Park bollard lighting, due to persistent requests, especially during Winter months.
- Seven Eagles restroom partitions as broken doors could not be replaced.
- Seven Eagles pool and spa resurfacing.
- The Stables refurbishment.

Ms. Hobbs suggested benches on the left side of Reunion Boulevard past the main gate. Mr. Scheerer would discuss having benches with a concrete pad with Ms. Hobbs. The benches in the butterfly park were \$780 each.

D. Security Report

Ms. Adams reported that Mr. Vargas was not present, but a Board Member wanted to discuss having a procedure at the entrance gates when someone had automatic access or when a visitor was approaching the gate. Mr. Goldstein voiced concern with security guards not greeting guests and residents and allowing cars through without scanning cards, especially ride share drivers. Several times, Mr. Goldstein had to wake the security guard in order to have them open the gate and requested that the Board discuss what they expected from the security guards. Mr. Greenstein felt that security guards opening the gate without having any interaction was a serious issue. Mr. Dryburgh pointed out it was a daily event and there was a failure in the system. Mr. Greenstein felt that the points brought up by Mr. Goldstein were good points as the proper protocol should be followed by the security guards when interacting with guests, but not with residents because they had prox cards. Ms. Adams pointed out that there was an agreement with the Master

Association to provide security services, but there was no specificity to the requirements for greeting owners, but the Board could formalize a procedure or discuss with the Director of Security. If an officer failed to follow the proper procedure, it was documented. Mr. Goldstein requested that the security guard scan guest identification and stand up and greet residents or guests, if they were not busy performing another duty. Ms. Adams felt it was okay to request identification, but could not require it since these were public roads. Mr. Greenstein suggested Mr. Vargas be informed about the Board's concerns and try to reinforce the procedures. Ms. Trucco suggested having a one-page addendum to the current agreement for the preferred Code of Conduct for security officers.

TWELFTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Next Meeting Date – August 10th, 2023

Ms. Adams stated the next meeting was scheduled for August 10, 2023 at 1:00 p.m. at this location.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the meeting was adjourned.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office for National Statistics 1999).

There is a growing awareness of the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

**SUMMARY OF JOINT WORKSHOP
REUNION EAST AND REUNION WEST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, **May 11, 2023** at 10:04 a.m. via Zoom Communication Media Technology and at Heritage Crossings Community Center, 7715 Heritage Crossings Way, Kissimmee, Florida.

Present and constituting a quorum:

Mark Greenstein
Steven Goldstein
Trudy Hobbs
John Dryburgh
June Wispelwey (*via Zoom*)

Chairman Reunion East
Vice Chairman Reunion East
Assistant Secretary Reunion East
Assistant Secretary Reunion East
Assistant Secretary Reunion East

Graham Staley
Sharon Harley
Bill Witcher
Mike Barry

Chairman Reunion West
Vice Chairman Reunion West
Assistant Secretary Reunion West
Assistant Secretary Reunion West

Also present were:

Tricia Adams
Kristen Trucco
Alan Scheerer
Residents

District Manager
District Counsel
Field Manager

No members of the public made a comment.

Ms. Adams recalled that the Boards directed staff to schedule a joint workshop for the purpose reviewing agreements between Reunion East Community Development District or Reunion West Community Development District and the Reunion Resort of Orlando Master Association or Kingwood entities.

A binder with all agreements was presented to Board members. A table was presented to the Boards that included details of type of agreement, organization, effective date of agreement, expiration date of agreement and terms or costs of agreement. Ms. Adams presented the table line by line with Reunion East agreements being presented first in the table.

Supervisor Staley noted that the agreements are in overall good shape but he did want clarification on a few issues. He noted that many agreements referred to ownership of books and records. Mr. Staley asked for legal clarification on what private records would be available to the CDD. For example, if the records calculating security fees would be provided to the CDD if requested?

Ms. Trucco advised that the CDD has a public records provision included in agreements which is in accordance with Florida law. CDD documents and financials are subject to public inspection and that applies to the vendors who the CDD does business with for documents that relate to those agreements. There are also indemnification provisions if they fail to maintain records and the CDD is damaged.

Mr. Dryburgh asked about requesting security records related to security patrols and Ms. Trucco advised that records related to the service being provided should be able to be obtained.

Mr. Greenstein asked about the right to see the security personnel expenses and Ms. Trucco advised that it would be subject to the exact public records language in that specific agreement.

Mr. Barry questioned the right to access vendor records. Ms. Adams noted that some of the older agreements refer to the CDD maintaining public records and the vendor is asked to acknowledge that the CDD records are public records. The language in newer agreements may be different.

Mr. Greenstein reiterated that the CDD is a government, and our records are public. He also noted that the CDD pays a portion of the overall security expenses. The Master Association also pays for a significant portion of security services.

Ms. Trucco reiterated the CDD can ask for records related to the provision of service.

Ms. Whispelwey stated that Reunion Security is run by Kingwood. Ms. Adams noted the CDD contracts with the Master Association and the Master Association hires Reunion Security which is a Kingwood entity. Ms. Whispelwey inquired if the CDD could hire a different security service provider. Ms. Adams said the Boards have the ability to terminate agreements.

Ms. Trucco said that an alternative to looking at the Reunion Security expenses is to obtain proposals from other service providers. Ms. Harley noted that other CDDs pay more than Reunion CDDs for security.

Ms. Adams presented other license agreements for mailboxes, improvements at Carriage Pointe, license agreements for upgraded security equipment. Mr. Staley noted a gap in the security agreement. She also presented a Management Service Agreement for Heritage Crossings Community Center and The Stables.

There was discussion about the dumpster at The Stables and who manages the dumpsters. Ms. Adams indicated the dumpsters are managed by the Master Association.

Ms. Adams presented a recreational easement for the dog park and playground area owned by Kingwood and used by Reunion East CDD. Agreements for custodial services at pool facilities and Seven Eagles with Reunion Club of Orlando which is a Kingwood entity. A roof replacement agreement with Kingwood was presented and Mr. Staley inquired about the qualifications of workers and Mr. Scheerer noted the bid was provided as a result of a competitive bid process and that they were subcontractors of Kingwood from Georgia. Discussion ensued regarding the qualifications of contractors and treating vendors equally. Ms. Trucco noted that the Board can demand information regarding subcontractors per the terms of the agreements.

Ms. Adams presented other service agreements such as painting, parking enforcement, amended security service provider agreements, and agreement extensions.

Reunion West agreements included security agreements, license agreement with the Master Association, license agreements, a monument signage construction easement agreement with Kingwood, and a parking enforcement agreement.

Mr. Staley inquired about other issues with Kingwood such as the irrigation matter at Reunion East and the encroachment matter at Reunion West. Ms. Adams noted there is also ongoing discussion with Reunion East Board regarding future use of The Stables and Kingwood may become involved in that.

Ms. Trucco advised that the matters regarding irrigation and the encroachment are with Kingwood and she has been updating the Boards. Kingwood's counsel is reviewing comments provided by District counsel.

Ms. Whispelwey inquired about mailbox kiosks. Discussion ensued about no postal service being available at Reunion West Encore neighborhood. Mr. Scheerer noted mailbox kiosks are installed in certain areas of Reunion Village. Board members asserted that the post office views Reunion as a rental community so mail service is a challenge for Reunion residents. Mr. Greenstein reiterated mail service is not a CDD matter but the CDD supports the efforts of residents to improve mail service.

Mr. Barry inquired about any overall concerns and Ms. Adams noted there were no concerns from a business perspective nor from a delivery of service perspective.

Mr. Greenstein felt the Board met its responsibilities to review the agreements with Kingwood and affiliates.

There was no public comment.

The workshop was adjourned by Ms. Adams at 11:07 a.m.

SECTION V

TEMPORARY LICENSE AGREEMENT

(Reunion East Community Development District and Kingwood Orlando Reunion Resort, LLC)

This **TEMPORARY LICENSE AGREEMENT** (the “Agreement”) is made on this ____ day of November, 2022 (the “Effective Date”), by and between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and **KINGWOOD ORLANDO REUNION RESORT, LLC**, Georgia limited liability company, whose principal address is 400 Curie Drive, Alpharetta, Georgia 30005 (the “Licensee”).

RECITALS

WHEREAS, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

WHEREAS, the District is the owner of a recreational amenity commonly referred to as the “Heritage Crossing Community Center,” as described in **Exhibit “A”** attached hereto (hereinafter, the “Community Center”);

WHEREAS, the Licensee desires to temporarily use a portion of the Community Center, as described in **Exhibit “B”** attached hereto (hereinafter, the “License Area”), while the Licensee’s fitness center undergoes construction/rehabilitation;

WHEREAS, the Licensee seeks to use the License Area as a fitness center; and

WHEREAS, the District and Licensee agree to enter into this Agreement regarding the License Area.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. Recitals. The recitals above are true and correct and are hereby incorporated by this reference.

2. Term. This Agreement shall be for an eighteen (18) month term (the “Term”), beginning on the date the District confirms in writing to the Licensee that the License Area is ready for the Licensee’s use and after Licensee has participated in the pre-use inspection detailed in paragraph 4 herein.

3. Use of License Area.

A. Licensee covenants and agrees that it shall use the License Area solely for the purpose of operating a fitness center (hereinafter, the “Permitted Use”).

B. Licensee shall have the non-exclusive right for such Permitted Use of the License Area. The District shall be permitted to issue certain exceptions to Licensee’s non-exclusive rights to operate and provide fitness center services, based on the District’s sole discretion. The District is not precluded from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this Agreement. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses.

C. Licensee agrees and consents to ensuring access to the fitness center and the License Area to: (1) the District’s residents and their guests, and the District’s “non-resident user fee” members, as defined in the District’s adopted Rules and amenity policies; and (2) Reunion Resort members.

D. Licensee agrees and consents to pay the District \$1,500 per month during the Term of this Agreement.

4. Pre-Use and Post-Use Inspections and Restoration Obligations.

A. Licensee agrees to participate in the District’s pre-use and post-use inspections in order to ensure complete restoration of the License Area to its original condition. Licensee agrees and consents to restore the License Area to its original condition, as such condition is determined by the District in the District’s sole discretion, and Licensee shall be responsible for all fees and costs to restore the License Area to its original condition.

B. Licensee agrees to replace the carpet flooring located in the Community Center at the cessation of the Term, or upon termination of this Agreement pursuant to the terms herein, at the discretion of the District; in such event, Licensee shall be responsible for the fees and costs associated with the carpet replacement.

5. Damage. In the event that the Licensee, its respective employees, agents, invitees and/or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to any property owned by the District, including the Community Center and the License Area, or any improvements located therein, in the exercise of the rights granted herein or as a result of this Agreement, the Licensee, at its sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to the original condition and grade, within twenty (20) days after receiving written notice of the occurrence of any such damage. In the event the Licensee does not fully repair damages or restoration under this Agreement within the twenty (20) day period specified herein, the Licensee hereby consents to the District repairing such damage at the sole cost of the Licensee, including fees for administration, interest charges, as applicable; such costs may be made a lien on the Licensee’s own property enforceable by the District.

6. **Indemnification.** Licensee agrees to indemnify and defend the District against, and to hold the District harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals and experts reasonably incurred by District (including said fees and expenses incurred upon any appeal), directly or indirectly arising out of, based upon, or resulting from Licensee's use of the License Area and/or this Agreement. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to any person or property caused by or sustained in connection with this Agreement. This indemnity shall survive the termination or cessation of this Agreement.

7. **Compliance with Laws, Rules and Regulations.** Licensee consents and agrees to (a) comply with all applicable laws, permits, approvals, codes and requirements of applicable governmental authorities; and (b) all Rules and amenity policies adopted by the District that are related to this Agreement. Nothing in this Agreement is intended or shall be construed as the District having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Agreement.

8. **Obligation.**

A. Notwithstanding anything contained herein, Licensee's and/or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the Community Center (or any of the District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.

B. Licensee shall promptly reimburse the District for the costs of repair of any damage to the License Area and/or Community Center, or any improvements located thereon, directly or indirectly caused Licensee's use of the License Area.

9. **Termination of Agreement.** The District or the Licensee may terminate this Agreement at any time by providing sixty (60) days advance written notice to the other party of its intent to so terminate this Agreement.

10. **Insurance.** Licensee shall maintain comprehensive general liability insurance, at the Licensee's sole expense, in the type and amount of coverage as considered customary and reasonable within its industry for this Agreement. The policy shall include the District as an additional insured. Licensee shall ensure that any contractors using the License Area shall be properly licensed and insured, sufficient to protect the interests of the District, and Licensee shall ensure all such contractors include the District as an additional insured. Licensee shall provide the District with proof of insurance upon request.

11. **Waiver.** Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to person or damage to property, including to the Licensee's fitness equipment, sustained by Licensee or by any occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing in the Community Center and/or or

from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants.

12. Governing Law and Construction of Agreement.

A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area.

13. Sovereign Immunity and Public Records.

A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to 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 could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

15. Notice.

A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District:	Reunion East Community Development District c/o Governmental Management Services- Central Florida, LLC 219 E. Livingston Street Orlando, Florida 32801 Attention: Tricia Adams, District Manager Telephone: (407) 841-5524
-----------------	--

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

If to Licensee: Kingwood Orlando Reunion Resort, LLC
1200 South Pine Island Road
Plantation, Florida 33324
Attention: _____
Telephone: _____

A. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

16. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

17. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

18. Disclaimer. The District makes no representations, statements, warranties or agreements in connection with this Agreement and/or the License Area, including without limitation that the Community Center and/or License Area is suitable for the Permitted Use. Licensee's use of the License Area is at its own risk.

19. Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

**CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN
REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND
KINGWOOD ORLANDO REUNION RESORT, LLC**

Witnesses:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

District:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

Sign: _____

Print: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by _____, as Chairman of the Board of Supervisors, of the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida. He is [] personally known to me, or [] has produced a valid driver's license as identification.

Notary Public
My Commission Expires: _____

**CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN
REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND
KINGWOOD ORLANDO REUNION RESORT, LLC**

Witnesses:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Licensee:

**KINGWOOD ORLANDO REUNION
RESORT, LLC**, a Georgia limited
liability company

Sign: _____

Print: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by _____, as _____ of the **KINGWOOD ORLANDO REUNION RESORT, LLC**, a Georgia limited liability company, on behalf of the company. She/he is [] personally known to me or [] has produced a Driver's License as identification.

Notary Public
My Commission Expires: _____

EXHIBIT “A”

“Community Center”

[See attached.]

EXHIBIT “B”

“License Area”

[See attached.]

SECTION VI

AGREEMENT FOR RFID READER INSTALLATION
(Reunion East Community Development District)

THIS AGREEMENT FOR RFID READER INSTALLATION (“Agreement”), effective as of the 13th day of July, 2023 (the “Effective Date”), between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and **ACCESS CONTROL SYSTEMS OF TENNESSEE, LLC**, a Tennessee limited liability company, d/b/a **ACCESS CONTROL SYSTEMS, LLC**, whose principal address is 7336 Cockrill Bend Blvd., Nashville, Tennessee, 37209 (the “Contractor”).

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of: (i) this Agreement for RFID Reader Installation; and (ii) the Contractor’s proposal for services, dated June 14, 2023, attached hereto as Exhibit “A” (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) **Services.** The term “Services” or “Work” as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions. If an addendum or additional work is agreed upon by the parties, the Contractor shall be subject to the terms of this Agreement.

2. **SCOPE OF SERVICES.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. **COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, until completion, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s payment to the Contractor.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Tricia Adams; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor a total as specified in the Proposal, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in

which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that

Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Inframark (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public 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*;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

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 DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT TADAMS@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to 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 could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion

of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll 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*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) 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.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Reunion East Community Development District
c/o Governmental Management Services – Central Florida,
LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: Tricia Adams, District Manager
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

If to Contractor: Access Control Systems of Tennessee, LLC
d/b/a Access Control Systems, LLC
201 E 4th Street
Cincinnati, Ohio 45202
Attention: Steven Guettler
Telephone: (407) 422-8850

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have 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, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

**SIGNATURE PAGE TO
AGREEMENT FOR RFID READER INSTALLATION**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
affective as of the day and year first above written.

DISTRICT:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

By: 

Name: Mark Greenstein

Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

**ACCESS CONTROL SYSTEMS OF
TENNESSEE, LLC**, a Tennessee limited
liability company, d/b/a Access Control
Systems, LLC

By: 

Print: Steve Guettler

Title: Sales Director

EXHIBIT “A”

PROPOSAL

[ATTACHED]



6/14/2023

Mr. Alan Scheerer
Reunion East CDD
219 East Livingston St.
Orlando, FL 32801
Phone: 407-841-5524 Mobile: 407-398-2890
ascheerer@gmscfl.com

RE: Reunion Village RFID Reader REVISION ONE (061423SG)

Dear Mr. Scheerer,

Thank you for giving us the opportunity to quote on your access control requirements for Reunion, a residential community located in Osceola County. Following is a description of the job to be performed and our cost quotation.

The cost information given should be considered budgetary at this time. When you have made your final decision as to the configuration of the job, we will be pleased to submit a final price.

WORK EFFORT

This effort will consist of furnishing and installing one (1) RFID reader to grant entry to residents. It will be installed on the right-hand side of the entrance lane. The RFID reader will be wirelessly connected to and controlled by (a web-based programmable entry controller located in the guardhouse. All **existing** access control devices will retain their current locations and functionalities.

NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, gate operators, access control devices detector loops, loop detectors, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.

Base System Equipment

- 1 ea Linear model “eMerge” web-based node
- 1 ea TransCore “SmartPass” integrated RFID reader
- 1 ea Surge suppression (power and control) for integrated RFID reader
- 1 ea Ground rod for integrated RFID reader
- 1 ea Guardian Access pedestal for integrated RFID reader
- 1 ea Wireless Wiegand bridge
- 1 ea Router

Base System Price

Total base system price including
equipment, installation, and freight, as quoted: **\$16,320.00**

OPTIONS

Option #1: To provide the labor and materials necessary to install one (1) pedestal-mounted proximity card reader adjacent to the guardhouse. The card reader will be controlled by controller in the base system.

ADD TO BASE SYSTEM:

- 1 ea HID proximity card reader
- 1 ea Surge suppression (power and control) for card reader
- 1 ea Guardian Access pedestal for card reader

Add to base system price: +\$2,785.00

INSTALLATION

Includes:

- Installing all equipment.
- Providing electrical power to system equipment.
- Providing of conduit and control wiring between equipment items.
- Concrete work required for device mounting.
- Making all power and electrical connections to equipment.
- Testing out system for proper operation.
- Training owner in operation of system.

Does Not Include:

- Installing loops in driveway.
- Grounding of fence, if required or applicable.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- Removal of trees or other landscaping that may be removed.
- Repair and/or replacement of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.
- Cost of installing, and monthly rental on, high-speed internet service with a Static IP address required by programmable entry device.

ADDITIONAL INFORMATION

Warranty

Our warranty covers **all parts, labor & travel**, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is **one year** from date of completed installation.

Annual Service Agreement

Equipment manufacturers recommend regular preventive maintenance, similar to automobiles and HVAC units. Consistent and professional service calls ensure your return on investment by enhancing equipment effectiveness, prolonging equipment longevity, and minimizing downtime. Service technicians from Guardian Access Systems will perform factory-trained work on all of our installed equipment.

Benefits included in the maintenance plan:

- 5% discount on parts not related to vandalism.
- 10% discount on parts for service related to vandalism.
- 10% discount on 24/7 emergency services after business hours and weekends.

Service Support

At Guardian Access, we are very proud of our service department. We have provided sales and service in Central Florida since **1942** and have been installing and maintaining gated entry systems for over **25** years. Guardian Access provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for most products sold. Because of this attention to service, calls are responded to the same or next working day with 95% of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, Guardian Access is the right choice.

Quotation Expiration

This quotation remains valid for 15 days from the submission date. Guardian Access reserves the right to requote after this time period elapses.

Terms of Sale

Normal terms of sale require that fifty percent (50%) of the quoted system cost is due at time of order. Forty percent (40%) is due when all equipment is installed on site and must be received before the system will be made operational. The remaining ten percent (10%) Net 30 after substantial completion.

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Steven Guettler
Guardian Access Solutions
dba Access Control Systems, LLC
Cell 407-274-7745 / Office 407-422-8850
steve.guettler@guardianaccess.com

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

ACCESS CONTROL SYSTEMS, LLC
dba GUARDIAN ACCESS SOLUTIONS
1028 WEST WASHINGTON STREET
ORLANDO, FL 32805
PHONE: 407-422-8850



CHANGE ORDER
NO. 1

Job#	
Date:	8/8/23
To:	Governmental Management Services
Attn:	Alan Sheerer
Phone#:	407-841-5524
Email:	ascheerer@gmscfl.com
Pages:	1
Re:	Addendums to scope of work for Reunion Village RFID reader

THE FOLLOWING AMENDMENTS HAVE BEEN MADE TO THE ORIGINAL BASE SYSTEM PROPOSAL:

SCOPE OF WORK: To provide the labor and materials necessary to replace the eMerge controller in the base system with PDK. The RFID reader will be installed on the guardhouse, at the left-hand side of the entrance lane.

REMOVE FROM BASE SYSTEM:

- 1 ea Linear model "eMerge" web-based node
- 1 ea Ground rod for integrated RFID reader
- 1 ea Guardian Access pedestal for integrated RFID reader

ADD TO BASE SYSTEM:

- 1 ea PDK model "RCNEW" cloud node

PRICE DECREASE: -\$1,125.00

Please sign, date, and return this form at your earliest convenience via email so that we may proceed. If you have any questions or if I can be of any other service to you in this matter, please do not hesitate to contact me at 407-422-8850 or steve.guettler@guardianaccess.com.

Signature: _____

Date: _____

Sincerely yours,

Steve Guettler
Access Control Systems, LLC
dba Guardian Access Solutions

RFID reader
location



SECTION VII

SECTION A

SHINGLE ROOF REPLACEMENT (CERTAINTEED)

Advantage Roofing Inc
6903 Partridge Lane
Orlando, FL 32807
(407) 678-9721

Sales Representative
Anthony Martell
(407) 219-0989
Anthony@roofingadvantage.com



**ADVANTAGE
ROOFING INC**

Proudly Serving Central Florida Since 1989

Allen Scheere (GH2)
700 Tradition Blvd.
Kissimmee, FL 34747
(407) 841-5524
ascheerer@gmscfl.com

Estimate #

E-559

Date

5/10/2022

Advantage Roofing Inc. is dedicated in combining its resources to ensure the highest quality of workmanship and commitment. We have familiarized all personnel with project conditions and are familiar with all local building codes. Thank you for the opportunity, time and attention in your process of choosing a qualified contractor.

RE-ROOF PREPARATION

- Cover all plants and shrubbery with tarps to eliminate damage and catch all loose trash and nails.
- Obtain and post all necessary permits in accordance with all local codes.
- Remove existing roof: **Shingle roof to wood decking** (Roof type).
- **Removal of extra shingle roof layers will be charged at an additional cost of \$25.00 Per SQ. (If Applicable)**

ROOFING SYSTEM

- **Re-nail decking per FL. Hurricane Mitigation Requirements.** (8D RING SHANK NAILS PER FL BUILDING CODES)
- Install new: **CertainTeed Architectural Landmark Shingles** in accordance with manufacturers specifications and all local codes. **(Lifetime 50 Yrs / 130 MPH Wind Rating)**

WOOD WORK

- Replace defected/rotten wood at an **Additional cost: \$95.00 per sheet plywood.**
- Replace defected/rotten wall, chimney flashing, plank and fascia boards at an **Additional cost: \$7.50 per Lin. Ft.**
- **(\$150.00 Wood Credit)**

UNDERLAYMENT/DRY-IN

- Install **Synthetic Double Layer (Shingle Underlayment)** throughout entire roof deck.
- Install **Peel & Stick Leak Secondary Water Barrier** in the following vulnerable areas that apply (Valleys, Penetrations, Skylights, and Chimneys).

EAVE DRIP, FLASHING & SKYLIGHTS

- Install New eave drip. **(White/Black/Brown)**
- Install new lead plumbing boots painted to match roof.
- Furnish and install new **valley metal over peel and stick membrane.**
- Remove and install new **glass double pane** curb mount skylights. (If Applicable)

VENTILATION, CAP & STARTER SHINGLES

- Furnish and install new **shingle over** ridge vents **OR** New **4 ft.** off ridge vents.
- Furnish and install new goose neck vents.
- Install CertainTeed Shadow ridge hip and ridge cap shingles.
- Install CertainTeed required starter shingles at eave.

JOB COMPLETION

- Clean job site thoroughly each day and remove all job related debris from premises. Magnetically drag job site for any loose nails.
- Request all necessary permit inspections **(Please do not remove any county permits until final inspections have been completed).**

WORKMANSHIP WARRANTY

- Workmanship warranted against **ALL LEAKS AND DEFECTS** for **Seven (7) Years** from date of completion.
- Manufacturers warranty applies to materials only. Warranties are transferable one time.

ADVANTAGE ROOFING INC. hereby propose to furnish labor, materials, insurance, permits and fees, dump fees, supervision, equipment, qualified installers, and **TAXES:** complete in accordance with the above specifications.

Item	Price
Shingle Roof Replacement	\$13,650.00

NOTES AND COMMENTS

- **Payment Due In Full at Completion. (3% Convenience fee for all credit Card Payments)**
- **This proposal is subject to acceptance within 30 days and is void thereafter at the option of the Licensed Contractor.**

Sub Total	\$13,650.00
Total	\$13,650.00

SPECIAL INSTRUCTIONS

* Optional: Upgrade to a Self-Ahered underlayment additional: \$1,320

TERMS & CONDITIONS

This contract and any agreement pursuant thereto is between **Advantage Roofing Inc.** hereinafter referred to as the "Co" or "Company" and the customer(s) named herein on the will be subject to all appropriate laws, regulations and ordinances of the state of Florida and the terms and conditions. The above proposal, specifications and conditions are satisfactory, and Advantage Roofing is hereby authorized to do the work as specified. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the Licensed Contractor. Should default be made in payment of this contract, charges should be added from the date their of completion at a rate of (1 ½) percent per month, 18% per year with a minimum charge of \$ 2.00 per month, and if placed in the hands of an attorney for collection, all attorney fees, legal, and filing fees shall be paid by customer accepting said contract.

1. According to Florida's Construction Lien Law (sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have the right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or subcontractor fails to pay subcontractors, sub-subcontractors, or materials supply or neglect to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed on your property it could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. Florida construction lien law is complex and is recommended that whenever a specific problem arises, you should consult an attorney.

2. **All Contracts** are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the company for this contract to be effective under any conditions. **THIS CONTRACT CAN NOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.**

3. **Owner Responsibilities:** Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment, small divots in the driveway from equipment such as roll-off containers and dump trailers. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work. The company shall have no responsibility from damages from fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowner's insurance or unless a specified written agreement be made therefore prior to commencement of the work. Company shall not be reliable for failure of performances due to labor controversies, strikes, fires, whether, in ability to obtain materials from usual sources, of any other circumstances beyond the control of the company, weather of a similar or dissimilar nature. Acts of extreme nature voids all warranties. "Co." cannot be held responsible for any form of mold damage. **Manufacturer's warranty applies to materials. Workmanship warranty does not apply to items that were not replaced (i.e. Skylights). Advantage will not be responsible for previous structural issues, plumbing line damage due to improper installation from re-piping, driveway damage, gutters, soffits, nor solar panels.**

4. **Defects:** Owner understands that there may be existing defects which may not be discoverable until work has commenced. Unless specifically included in the work description and specifications, the cost for labor and materials to repair such defects is not included in the Contract Price. Owner(s) and Contractor agree that the cost for labor and materials to repair such defects will be estimated in writing as needed at the time of discovery and, upon written acceptance, the cost for same will be in added to the Contract Price.

5. **Contractor Workmanship Warranty:** Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. **Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.**

6. If material has to be re ordered or re stocked because of cancellation by the customer there will be a restocking fee equal to twenty five percent (25%) of the contract price. If this contract is cancelled later than three days from execution, the customer shall pay to the Company twenty five percent (25%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as reasonable and just compensation for said cancellation.

7. Any representations, statements or other communication not written on this contract or agree to be in material, and not relied on by either party, and do not survive the execution of this contract. The company is not responsible for construction problems of your home.

8. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 North Monroe Street. Tallahassee, FL 32399-0783 Tele:850-487-1395 Website: www.myfloridalicense.com**

Customer Signature: _____ Date: _____

SHINGLE ROOF REPLACEMENT (CERTAINTEED)

Advantage Roofing Inc
6903 Partridge Lane
Orlando, FL 32807
(407) 678-9721

Sales Representative
Anthony Martell
(407) 219-0989
Anthony@roofingadvantage.com



Allen Scheerer (GH3)
1350 S. Old Wilson Rd.
Kissimmee, FL 34747
(407) 841-5524
ascheerer@gmscfl.com

Estimate #	E-560
Date	5/10/2022

Advantage Roofing Inc. is dedicated in combining its resources to ensure the highest quality of workmanship and commitment. We have familiarized all personnel with project conditions and are familiar with all local building codes. Thank you for the opportunity, time and attention in your process of choosing a qualified contractor.

RE-ROOF PREPARATION

- Cover all plants and shrubbery with tarps to eliminate damage and catch all loose trash and nails.
- Obtain and post all necessary permits in accordance with all local codes.
- Remove existing roof: **Shingle roof to wood decking** (Roof type).
- **Removal of extra shingle roof layers will be charged at an additional cost of \$25.00 Per SQ. (If Applicable)**

ROOFING SYSTEM

- **Re-nail decking per FL. Hurricane Mitigation Requirements.** (8D RING SHANK NAILS PER FL BUILDING CODES)
- Install new: **CertainTeed Architectural Landmark Shingles** in accordance with manufacturers specifications and all local codes. (**Lifetime 50 Yrs / 130 MPH Wind Rating**)

WOOD WORK

- Replace defected/rotten wood at an **Additional cost: \$95.00 per sheet plywood.**
- Replace defected/rotten wall, chimney flashing, plank and fascia boards at an **Additional cost: \$7.50 per Lin. Ft.**
- **(\$150.00 Wood Credit)**

UNDERLAYMENT/DRY-IN

- Install **Synthetic Double Layer (Shingle Underlayment)** throughout entire roof deck.
- Install **Peel & Stick Leak Secondary Water Barrier** in the following vulnerable areas that apply (Valleys, Penetrations, Skylights, and Chimneys).

EAVE DRIP, FLASHING & SKYLIGHTS

- Install New eave drip. (**White/Black/Brown**)
- Install new lead plumbing boots painted to match roof.
- Furnish and install new **valley metal over peel and stick membrane.**
- Remove and install new **glass double pane** curb mount skylights. (If Applicable)

VENTILATION, CAP & STARTER SHINGLES

- Furnish and install new **shingle over** ridge vents **OR** New **4 ft.** off ridge vents.
- Furnish and install new goose neck vents.
- Install CertainTeed Shadow ridge hip and ridge cap shingles.
- Install CertainTeed required starter shingles at eave.

JOB COMPLETION

- Clean job site thoroughly each day and remove all job related debris from premises. Magnetically drag job site for any loose nails.
- Request all necessary permit inspections (**Please do not remove any county permits until final inspections have been completed.**)

WORKMANSHIP WARRANTY

- Workmanship warranted against **ALL LEAKS AND DEFECTS** for **Seven (7) Years** from date of completion.
- Manufacturers warranty applies to materials only. Warranties are transferable one time.

ADVANTAGE ROOFING INC. hereby propose to furnish labor, materials, insurance, permits and fees, dump fees, supervision, equipment, qualified installers, and **TAXES:** complete in accordance with the above specifications.

Item	Price
Shingle Roof Replacement	\$13,650.00

NOTES AND COMMENTS

- **Payment Due In Full at Completion. (3% Convenience fee for all credit Card Payments)**
- **This proposal is subject to acceptance within 30 days and is void thereafter at the option of the Licensed Contractor.**

Sub Total	\$13,650.00
Total	\$13,650.00

SPECIAL INSTRUCTIONS

* Optional: Upgrade to a Self-Adhered underlayment additional: \$1,320

TERMS & CONDITIONS

This contract and any agreement pursuant thereto is between **Advantage Roofing Inc.** hereinafter referred to as the "Co" or "Company" and the customer(s) named herein on the will be subject to all appropriate laws, regulations and ordinances of the state of Florida and the terms and conditions. The above proposal, specifications and conditions are satisfactory, and Advantage Roofing is hereby authorized to do the work as specified. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the Licensed Contractor. Should default be made in payment of this contract, charges should be added from the date their of completion at a rate of (1 ½) percent per month, 18% per year with a minimum charge of \$ 2.00 per month, and if placed in the hands of an attorney for collection, all attorney fees, legal, and filing fees shall be paid by customer accepting said contract.

1. According to Florida's Construction Lien Law (sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have the right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or subcontractor fails to pay subcontractors, sub-subcontractors, or materials supply or neglect to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed on your property it could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. Florida construction lien law is complex and is recommended that whenever a specific problem arises, you should consult an attorney.

2. **All Contracts** are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the company for this contract to be effective under any conditions. **THIS CONTRACT CAN NOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.**

3. **Owner Responsibilities:** Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment, small divots in the driveway from equipment such as roll-off containers and dump trailers. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work. The company shall have no responsibility from damages from fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowner's insurance or unless a specified written agreement be made therefore prior to commencement of the work. Company shall not be reliable for failure of performances due to labor controversies, strikes, fires, whether, in ability to obtain materials from usual sources, of any other circumstances beyond the control of the company, weather of a similar or dissimilar nature. Acts of extreme nature voids all warranties. "Co." cannot be held responsible for any form of mold damage. **Manufacturer's warranty applies to materials. Workmanship warranty does not apply to items that were not replaced (i.e. Skylights). Advantage will not be responsible for previous structural issues, plumbing line damage due to improper installation from re-piping, driveway damage, gutters, soffits, nor solar panels.**

4. **Defects:** Owner understands that there may be existing defects which may not be discoverable until work has commenced. Unless specifically included in the work description and specifications, the cost for labor and materials to repair such defects is not included in the Contract Price. Owner(s) and Contractor agree that the cost for labor and materials to repair such defects will be estimated in writing as needed at the time of discovery and, upon written acceptance, the cost for same will be in added to the Contract Price.

5. **Contractor Workmanship Warranty:** Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. **Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.**

6. If material has to be re ordered or re stocked because of cancellation by the customer there will be a restocking fee equal to twenty five percent (25%) of the contract price. If this contract is cancelled later than three days from execution, the customer shall pay to the Company twenty five percent (25%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as reasonable and just compensation for said cancellation.

7. Any representations, statements or other communication not written on this contract or agree to be in material, and not relied on by either party, and do not survive the execution of this contract. The company is not responsible for construction problems of your home.

8. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 North Monroe Street. Tallahassee, FL 32399-0783 Tele:850-487-1395 Website: www.myfloridalicense.com**

Customer Signature: _____ **Date:** _____

SHINGLE ROOF REPLACEMENT (CERTAINTEED)

Advantage Roofing Inc
6903 Partridge Lane
Orlando, FL 32807
(407) 678-9721

Sales Representative
Anthony Martell
(407) 219-0989
Anthony@roofingadvantage.com



**ADVANTAGE
ROOFING INC**

Proudly Serving Central Florida Since 1989

Allen Scheerer (GH1)
7593 Gathering D.
Kissimmee, FL 34747
(407) 841-5524
ascheerer@gmscfl.com

Estimate #

E-1454

Date

5/17/2023

Advantage Roofing Inc. is dedicated in combining its resources to ensure the highest quality of workmanship and commitment. We have familiarized all personnel with project conditions and are familiar with all local building codes. Thank you for the opportunity, time and attention in your process of choosing a qualified contractor.

RE-ROOF PREPARATION

- Cover all plants and shrubbery with tarps to eliminate damage and catch all loose trash and nails.
- Obtain and post all necessary permits in accordance with all local codes.
- Remove existing roof: **Shingle roof to wood decking** (Roof type)
- **Removal of extra shingle roof layers will be additional charge of \$25.00 Per SQ.**

ROOFING SYSTEM

- **Re-nail decking per FL. Hurricane Mitigation Requirements.** (8D RING SHANK NAILS PER FL BUILDING CODES)
- **CertainTeed Landmark Architectural Shingles** in accordance with manufacturers specifications and all local codes.
- **Shingle Warranty (Lifetime / 130 MPH Wind Rating)**

WOOD WORK

- Replace defected/rotten wood at an **Additional cost: \$75.00 per sheet plywood.**
- Replace defected/rotten wall, chimney flashing, plank and fascia boards at an **Additional cost: \$7.50 per Lin. Ft.**
- **(\$150.00 Wood Credit)**

UNDERLAYMENT/DRY-IN

- Install **Synthetic Double Layer (Shingle Underlayment)** throughout entire roof deck.
- Install **Peel & Stick Leak Secondary Water Barrier** in the following vulnerable areas that apply (Valleys, Penetrations, Skylights, and Chimneys).

EAVE DRIP, FLASHING & SKYLIGHTS

- Install New eave drip. **(White/Black/Brown)**
- Install new lead plumbing boots painted to match roof.
- Furnish and install **New valley metal over peel & stick valley membrane.**
- Remove and install **New glass double pane** curb mount skylights. (If Applicable)

VENTILATION, CAP & STARTER SHINGLES

- Furnish and install with like material, New **shingle over** ridge vents **OR** New **4 ft.** off ridge vents.
- Furnish and install new goose neck vents.
- Install CertainTeed Shadow ridge hip and ridge cap shingles.
- Install CertainTeed required starter shingles at eave.

JOB COMPLETION

- Clean job site thoroughly each day and remove all job related debris from premises. Magnetically drag job site for any loose nails.
- Request all necessary permit inspections **(Please do not remove any county permits until final inspections have been completed).**

WORKMANSHIP WARRANTY

- Workmanship warranted against **ALL LEAKS AND DEFECTS** for **Seven (7) Years** from date of completion.
- Manufacturers warranty applies to materials only. Warranties are transferable one time.

ADVANTAGE ROOFING INC. hereby propose to furnish labor, materials, insurance, permits and fees, dump fees, supervision, equipment, qualified installers, and **TAXES**; complete in accordance with the above specifications.

Item	Price
Shingle Roof Replacement	\$13,650.00

NOTES AND COMMENTS

- **Payment Due In Full at Completion. (3% Convenience fee for all credit Card Payments)**
- **This proposal is subject to acceptance within 30 days and is void thereafter at the option of the Licensed Contractor.**

Sub Total	\$13,650.00
Total	\$13,650.00

SPECIAL INSTRUCTIONS

OPTIONAL: UPGRADE ON Self-Ahered underlayment additional \$1,320

TERMS & CONDITIONS

This contract and any agreement pursuant thereto is between **Advantage Roofing Inc.**, hereinafter referred to as the "Co" or "Company" and the customer(s) named herein on the will be subject to all appropriate laws, regulations and ordinances of the state of Florida and the terms and conditions. The above proposal, specifications and conditions are satisfactory, and Advantage Roofing is hereby authorized to do the work as specified. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the Licensed Contractor. Should default be made in payment of this contract, charges should be added from the date their of **completion** at a rate of (1 ½) percent per month, 18% per year with a minimum charge of \$ 2.00 per month, and if placed in the hands of an attorney for collection, all attorney fees, legal, and filing fees shall be paid by customer accepting said contract.

1. According to Florida's Construction Lien Law (sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have the right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or subcontractor fails to pay subcontractors, sub-subcontractors, or materials supply or neglect to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed on your property it could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. Florida construction lien law is complex and is recommended that whenever a specific problem arises, you should consult an attorney.

2. **All Contracts** are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the company for this contract to be effective under any conditions. **THIS CONTRACT CAN NOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.**

3. **Owner Responsibilities:** Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment, small divots in the driveway from equipment such as roll-off containers and dump trailers. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work. The company shall have no responsibility from damages from fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowner's insurance or unless a specified written agreement be made therefore prior to commencement of the work. Company shall not be reliable for failure of performances due to labor controversies, strikes, fires, whether, in ability to obtain materials from usual sources, of any other circumstances beyond the control of the company, weather of a similar or dissimilar nature. Acts of extreme nature voids all warranties. "Co." cannot be held responsible for any form of mold damage. **Manufacturer's warranty applies to materials. Workmanship warranty does not apply to items that were not replaced (i.e. Skylights). Advantage will not be responsible for previous structural issues, plumbing line damage due to improper installation from re-piping, driveway damage, gutters, soffits, nor solar panels.**

4. **Defects:** Owner understands that there may be existing defects which may not be discoverable until work has commenced. Unless specifically included in the work description and specifications, the cost for labor and materials to repair such defects is not included in the Contract Price. Owner(s) and Contractor agree that the cost for labor and materials to repair such defects will be estimated in writing as needed at the time of discovery and, upon written acceptance, the cost for same will be in added to the Contract Price.

5. **Contractor Workmanship Warranty:** Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. **Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.**

6. If material has to be re ordered or re stocked because of cancellation by the customer there will be a restocking fee equal to twenty five percent (25%) of the contract price. If this contract is cancelled later than three days from execution, the customer shall pay to the Company twenty five percent (25%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as reasonable and just compensation for said cancellation.

7. Any representations, statements or other communication not written on this contract or agree to be in material, and not relied on by either party, and do not survive the execution of this contract. The company is not responsible for construction problems of your home.

8. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 North Monroe Street. Tallahassee, FL 32399-0783 Tele:850-487-1395 Website: www.myfloridalicense.com**

Customer Signature: _____ **Date:** _____

STATE LICENSE CCC1328726

SECTION B

DON SCHMIDT CONTRACTING & ROOFING, INC.

COMMERCIAL * RESIDENTIAL * LICENSED * BONDED * INSURED

101 E. 13th St

Cert. Contractor No. CRC1331023

St. Cloud, FL 34769

Cert. Roofing No. CCC042852

Ph. No. (407) 892-9884 Fax No. (407) 892-8881

www.donschmidtroofing.com

PROPOSAL

info@donschmidtroofing.com

PAGE 1 OF 4

DATE: 5/10/23

PROPOSAL SUBMITTED TO:

PHONE #: 407-398-2890

Alan Scheerer

ADDRESS:

JOB NAME:

Guard Houses

CITY, STATE, AND ZIP CODE:

JOB LOCATION:

700 Tradition Blvd, Kissimmee, FL

1350 S. Old Lake Wilson Rd, Kissimmee, FL

Pull required roofing permit.

Remove, clean up and haul away one layer of old roofing materials.

Includes re-nail existing wood decking to bring up to new Florida Hurricane Code (as required).

Dry-in with **TWO** layers of **synthetic underlayment** or equiv.

Install new lead shields over plumbing stacks and replace all gn vents.

Includes new standard **drip edge**, Option to reuse existing drip edge _____ initial

Drag magnet to pick up nails.

Apply new 30year "**Limited lifetime**" Dimensional Fungus Resistant fiberglass shingles w/roof nails.

Includes **new ridge vents**

Includes modified rubberoid in low slope roof areas

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Fifty Three Thousand Nine Hundred Dollars

\$53,900.00

Replacement of any rotted wood not listed above will be on a time and material basis and is not included in the contract price.

FOR FINANCING INFORMATION PLEASE CONTACT OUR OFFICE AT 407-892-9884 OR ANN@DONSCHMIDTROOFING.COM

DUE AS FOLLOWS: 50% UPON DELIVERY MATERIAL. BALANCE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications necessitate an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. We are not responsible for damage from fire, wind, hail, storm or damage caused by animals or other natural causes, the owner is required to carry necessary insurance. Our workers are fully covered by workers' compensation insurance. Interest is due on all unpaid accounts at 15% per year, beginning with the date the account is due. The owner shall pay all expenses incurred in the collection and enforcement of this agreement, including reasonable attorney's fees. Owner agrees to provide access of our trucks to the roof. Contractor is not responsible for damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, and/or appurtenances. Our warranty excludes all consequential damages, as well as connections to attached aluminum roof areas. **Visa/Mastercard payments will require an additional 3% fee added to the total invoice.**

***Re-installation/adjustment of Satellite dishes not included and is the responsibility of the property owner. Does not include removal/replacement of solar panels (must be by others).** Water, a/c and electrical lines improperly installed in the attic are subject to damage from new roofing/decking nails. DSCRI is **NOT** responsible for damage resulting from said improper installation. Any existing lightning protection on the roof must be removed by owner, is **NOT** included in proposal unless otherwise stated above. **If existing underlayment is found to be fully adhered to the wood roof deck, additional charges may apply and contractor will not be responsible for condition or repair of wood decking and/or framing components. Homeowner responsible for securing HOA approval prior to job start (if applicable)**

Authorized Signature (Owner):

Authorized Signature (Contractor):

Note: Due to current unstable material and labor conditions, this proposal may be withdrawn by us if not accepted within 14 days.

WARRANTY TO OUR FUTURE CUSTOMER:

Our primary concern at Don Schmidt Contracting & Roofing is that your roofing job is done right. Our personal guarantee is that you are satisfied. With this in mind, we unconditionally warranty all workmanship supplied by us to the buyer for a period of five (5) years from the date of installation of your new roof. Installation of solar panels or other penetrations through the new roof during the warranty period will void the warranty of the affected roof area.

INSURANCE:

All work involved within the following proposal is fully covered by Workman's Compensation, Public Liability, Property Damage, and Products Liability Insurance. Copies of our insurance certificates are available on request, and you are welcome to check with our insurance carrier to verify that our policies are current. NOTE: Most homeowners insurance policies do not cover employing outside contractors doing work on the home. An "exemption certificate" is not insurance coverage and does not protect you, the homeowner, from liability for a company's employees.

To verify workers compensation coverage of any licensed roofer or contractor, call the State of Florida, Bureau of Compliance in Orlando at **(407) 245-0896**.

ACCESS OF VEHICLES TO ROOF: Homeowner agrees to provide access of ours and material delivery trucks to the roof, and we are not responsible for damage to driveways, lawns, shrubbery, or tree branches. Our warranty excludes all consequential damages.

ACCESS OF ELECTRICAL OUTLET: Homeowner agrees to provide contractor access to and use of at least 1 electrical outlet for use during the roof project.

CHANGE ORDERS: Any changes requested by the homeowner that are not included in or change the scope of the signed contract/proposal, must be approved by contractor prior to change being made. All change requests must be signed and submitted to contractor for approval. Any change in job cost caused by approved change will be applied to final invoice for the project.

ROTTED WOOD & FLASHING

The Florida building code as well as common sense require that any new roofing be installed on a solid foundation. **Replacement of any rotted wood and/or flashing not listed on page one will be on a time and material basis and is not included in the contract price. Time is based on a labor rate of \$40/man hour. ***If existing underlayment is found to be fully adhered to the wood roof deck, additional charges may apply and contractor will not be responsible for condition or repair of wood decking and/or framing components.***

STATUTORY WARNINGS

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37 FLORIDA STATUTES) THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A

Owner Initial _____

Contractor Initial _____

Page 3 of 4

LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU MAY STIPULATE IN THIS CONTRACT THAT AFTER RECEIPT OF YOUR 50% DEPOSIT, AND UPON FINAL PAYMENT YOUR CONTRACTOR IS TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER."

=====

CHAPTER 558, FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTEREST AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

Owner Initial _____

Contractor Initial _____

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND
PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850-487-1395, 1940 N. Monroe St., Tallahassee, FL 32399-2202.

***FOR INSURANCE CLAIMS ONLY:**

DIRECT PAYMENT AUTHORIZATION: I hereby authorize and unequivocally instruct direct payment of any benefits or proceeds for services rendered by Don Schmidt Roofing to be made payable to solely to Don Schmidt Roofing and sent exclusively to Don Schmidt Roofing. I agree that any portion of work, deductible(s), betterment, depreciation, or additional work requested by me, or otherwise not covered by insurance, is ultimately my responsibility.

HOMEOWNER PAYMENT SCHEDULE:

DEPOSIT:

1st Insurance Check (Endorsed by Homeowner and made payable to Don Schmidt Roofing)

Deductible per the Homeowner's policy (Made payable to Don Schmidt Roofing)

***DEDUCTIBLE:** The Homeowner's responsibility due to Don Schmidt Roofing per the terms of their Insurance Policy. **Insurance Fraud** is when a homeowner and/ or contractor conspire to waive or erase this fair-pay portion of a claim. Owner's out-of-pocket claim expense is the **DEDUCTIBLE**, as stated per the policy, plus any damaged wood are incurred, plus any homeowner requested change orders or upgrades.

FINAL PAYMENT:

Recoverable Depreciation (If Any)

Supplementals (If Any)

Owner's acceptance of proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature below authorizes contractor to use digital images of the subject property for advertisement purposes.

Date of acceptance _____

Signature _____

Please sign and return one copy. Keep the other for

your records.



DON SCHMIDT CONTRACTING & ROOFING, INC.

COMMERCIAL * RESIDENTIAL * LICENSED * BONDED * INSURED

101 E. 13th St

Cert. Contractor No. CRC1331023

St. Cloud, FL 34769

Cert. Roofing No. CCC042852

Ph. No. (407) 892-9884 Fax No. (407) 892-8881

www.donschmidtroofing.com

PROPOSAL

info@donschmidtroofing.com

PAGE 1 OF 4

DATE: 5/10/23

PROPOSAL SUBMITTED TO:

PHONE #: 407-398-2890

Alan Scheerer

ADDRESS:

JOB NAME:

Main Guard House

CITY, STATE, AND ZIP CODE:

JOB LOCATION:

7755 Reunion Blvd. Kissimmee, FL

Pull required roofing permit.

Remove, clean up and haul away one layer of old roofing materials.

Includes re-nail existing wood decking to bring up to new Florida Hurricane Code (as required).

Dry-in with **TWO** layers of **synthetic underlayment** or equiv.

Install new lead shields over plumbing stacks and replace all gn vents.

Includes new standard **drip edge**, Option to reuse existing drip edge _____ initial

Drag magnet to pick up nails.

Apply new 30year"**Limited lifetime**" Dimensional Fungus Resistant fiberglass shingles w/roof nails.

Includes **up to 120' of ridge vent**.

Includes installing modified rubberoid in low slope roof area

Foam trim on columns to be removed and installed back by others

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Twenty Eight Thousand Nine Hundred Fifty Dollars

\$28,950.00

Replacement of any rotted wood not listed above will be on a time and material basis and is not included in the contract price.

FOR FINANCING INFORMATION PLEASE CONTACT OUR OFFICE AT 407-892-9884 OR ANN@DONSCHMIDTROOFING.COM

DUE AS FOLLOWS: 50% UPON DELIVERY MATERIAL. BALANCE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications necessitate an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. We are not responsible for damage from fire, wind, hail, storm or damage caused by animals or other natural causes, the owner is required to carry necessary insurance. Our workers are fully covered by workers' compensation insurance. Interest is due on all unpaid accounts at 15% per year, beginning with the date the account is due. The owner shall pay all expenses incurred in the collection and enforcement of this agreement, including reasonable attorney's fees. Owner agrees to provide access of our trucks to the roof. Contractor is not responsible for damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, and/or appurtenances. Our warranty excludes all consequential damages, as well as connections to attached aluminum roof areas. **Visa/Mastercard payments will require an additional 3% fee added to the total invoice.**

***Re-installation/adjustment of Satellite dishes not included and is the responsibility of the property owner. Does not include removal/replacement of solar panels (must be by others).** Water, a/c and electrical lines improperly installed in the attic are subject to damage from new roofing/decking nails. DSCRI is NOT responsible for damage resulting from said improper installation. Any existing lightning protection on the roof must be removed by owner, is NOT included in proposal unless otherwise stated above. **If existing underlayment is found to be fully adhered to the wood roof deck, additional charges may apply and contractor will not be responsible for condition or repair of wood decking and/or framing components. Homeowner responsible for securing HOA approval prior to job start (if applicable)**

Authorized Signature (Owner):

Authorized Signature (Contractor):

Note: Due to current unstable material and labor conditions, this proposal may be withdrawn by us if not accepted within 14 days.

WARRANTY TO OUR FUTURE CUSTOMER:

Our primary concern at Don Schmidt Contracting & Roofing is that your roofing job is done right. Our personal guarantee is that you are satisfied. With this in mind, we unconditionally warranty all workmanship supplied by us to the buyer for a period of five (5) years from the date of installation of your new roof. Installation of solar panels or other penetrations through the new roof during the warranty period will void the warranty of the affected roof area.

INSURANCE:

All work involved within the following proposal is fully covered by Workman's Compensation, Public Liability, Property Damage, and Products Liability Insurance. Copies of our insurance certificates are available on request, and you are welcome to check with our insurance carrier to verify that our policies are current. NOTE: Most homeowners insurance policies do not cover employing outside contractors doing work on the home. An "exemption certificate" is not insurance coverage and does not protect you, the homeowner, from liability for a company's employees.

To verify workers compensation coverage of any licensed roofer or contractor, call the State of Florida, Bureau of Compliance in Orlando at **(407) 245-0896**.

ACCESS OF VEHICLES TO ROOF: Homeowner agrees to provide access of ours and material delivery trucks to the roof, and we are not responsible for damage to driveways, lawns, shrubbery, or tree branches. Our warranty excludes all consequential damages.

ACCESS OF ELECTRICAL OUTLET: Homeowner agrees to provide contractor access to and use of at least 1 electrical outlet for use during the roof project.

CHANGE ORDERS: Any changes requested by the homeowner that are not included in or change the scope of the signed contract/proposal, must be approved by contractor prior to change being made. All change requests must be signed and submitted to contractor for approval. Any change in job cost caused by approved change will be applied to final invoice for the project.

ROTTED WOOD & FLASHING

The Florida building code as well as common sense require that any new roofing be installed on a solid foundation. **Replacement of any rotted wood and/or flashing not listed on page one will be on a time and material basis and is not included in the contract price. Time is based on a labor rate of \$40/man hour. ***If existing underlayment is found to be fully adhered to the wood roof deck, additional charges may apply and contractor will not be responsible for condition or repair of wood decking and/or framing components.***

STATUTORY WARNINGS

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37 FLORIDA STATUTES) THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A

Owner Initial _____

Contractor Initial _____

Page 3 of 4

LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU MAY STIPULATE IN THIS CONTRACT THAT AFTER RECEIPT OF YOUR 50% DEPOSIT, AND UPON FINAL PAYMENT YOUR CONTRACTOR IS TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER."

=====

CHAPTER 558, FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTEREST AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

Owner Initial _____

Contractor Initial _____

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND
PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850-487-1395, 1940 N. Monroe St., Tallahassee, FL 32399-2202.

***FOR INSURANCE CLAIMS ONLY:**

DIRECT PAYMENT AUTHORIZATION: I hereby authorize and unequivocally instruct direct payment of any benefits or proceeds for services rendered by Don Schmidt Roofing to be made payable to solely to Don Schmidt Roofing and sent exclusively to Don Schmidt Roofing. I agree that any portion of work, deductible(s), betterment, depreciation, or additional work requested by me, or otherwise not covered by insurance, is ultimately my responsibility.

HOMEOWNER PAYMENT SCHEDULE:

DEPOSIT:

1st Insurance Check (Endorsed by Homeowner and made payable to Don Schmidt Roofing)

Deductible per the Homeowner's policy (Made payable to Don Schmidt Roofing)

***DEDUCTIBLE:** The Homeowner's responsibility due to Don Schmidt Roofing per the terms of their Insurance Policy. **Insurance Fraud** is when a homeowner and/ or contractor conspire to waive or erase this fair-pay portion of a claim. Owner's out-of-pocket claim expense is the **DEDUCTIBLE**, as stated per the policy, plus any damaged wood are incurred, plus any homeowner requested change orders or upgrades.

FINAL PAYMENT:

Recoverable Depreciation (If Any)

Supplementals (If Any)

Owner's acceptance of proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature below authorizes contractor to use digital images of the subject property for advertisement purposes.

Date of acceptance _____

Signature _____

Please sign and return one copy. Keep the other for

your records.



SECTION C



Steve Turbeville Roofing, Inc.

"your metal & tile roof specialists"

111 East 17th Street
St. Cloud, FL 34769
407-891-7080, Fax; 407-891-7086
turbevilleroofing1@gmail.com

State License #CCC057668

DATE: 5/30/2023

OWNER: Alan Scheerer

Phone: 407-398-2890

JOB ADDRESS: 1408 Hamlin Ave Unit E, St. Cloud, FL 34771

Material and labor to perform the following work:

- Tear off 1 LAYER of shingle roofing and 1 LAYER of existing roof underlayment to haul all debris away. Any extra layers will be an additional cost above the contract price.
- Replace bad wood as needed. Any extra woodwork will be on a time and material base above the contract price.
- Install fiberglass 30 YEAR ARCHITECTURAL SHINGLES (COLOR: T.B.D) LIFETIME LIMITED MANUFACTURER WARRANTY AND 10 YEAR NON-PRORATED SHINGLE WARRANTY. Over SYNTHETIC underlayment. Includes roof sealant on all flashings and perimeters, new eave drip, 36" valley membrane, lead pipe boots, basic exhaust vents, ridge vents, fasteners, mastic, and six nails per shingle. Includes daily clean up and magnetic sweep of work areas.
- Nailing of decking to current code requirements if needed is included in bid.
- Satellite dishes, solar, cable boxes, wires or items not part of roofing will be the homeowner's responsibility to contact their service provider for removing and reinstallation.
- 7755 Osceola Polk Line Road- \$15,345.00 MAIN
- ~~7755 Osceola Polk Line Road- \$4,700.00~~
- ~~7755 Osceola Polk Line Road- \$4,700.00~~
- ~~7755 Osceola Polk Line Road- \$4,700.00~~
- ~~7755 Osceola Polk Line Road- \$4,700.00~~
- 700 Tradition Blvd- \$13,135.00 Sinclair
- 1350 S Old Lake Wilson Road- \$13,135.00 Spine

We hereby propose to furnish material and labor-complete in accordance with the above specifications for the contract price. Payment to be made as follows 50% AT SIGNING, BALANCE DUE UPON COMPLETION. Contractor's final affidavit release to be given when final payment is received.

Notes:

1. Contract includes all material and labor as specifically stated. Replacement of deteriorated decking, fascia boards, or other materials, unless otherwise stated in this contract, are not included in this price, and will be charged as extras on a time and material basis.
2. All workmanship will be guaranteed for five years.
3. Any changes to be made in writing for materials except for woodwork.
4. Roofing contractor will apply for permits and inspections.
5. Price to be increased 3% for credit card payments of invoices.
6. Material prices are subject to change without notice and is the homeowner responsibility to pay for any increases.
7. Contract is subject to a 25% cancellation fee.
8. Homeowners are responsible for paying any fines or fees accrued from removal of permit from view of Inspectors, or any fines or fees that the homeowner acquired on their own.

The above prices specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Estimate will be good for 7 days from date of proposal.

Print: _____

Signature _____ Date: _____

STEVE TURBEVILLE ROOFING cannot be held liable for any weather related or coincidental damage to the interior or exterior that occurs while the job is in progress or after completion. We are only responsible for any damage that occurs because of negligence related to the services outlined in the above job description. In the rare instance that a leak may persist after repairs are made, this must be reported within 24 hrs to avoid additional damage that may result. Owner is to carry all necessary insurance (fire, tornado, flood, etc.) during the time when work is done. Disputes arising out of the terms and / or conditions of this contract are subject to Mediation and Binding Arbitration by both parties. Customer is responsible for all attorney fees related to their dispute. Invoices or balances due, not paid within 30 days of date of invoice will be assessed a late fee of \$25.00 or a finance charge of 1.5% per month, whichever amount is greater. STEVE TURBEVILLE ROOFING retains title to any equipment or material furnished until full and final payment is made. There is a \$35.00 N.S.F. fee for all returned checks. These terms and conditions will be enforced. _____

ACCEPTANCE OF PROPOSAL- By signing this contract, I am authorizing STEVE TURBEVILLE ROOFING to do the work as described above. The above specifications, conditions and prices are satisfactory and hereby accepted. I understand that payment will be made in full upon completion of the work. _____

PLEASE READ THE FOLLOWING AND INITIAL: I UNDERSTAND THAT STEVE TURBEVILLE ROOFING cannot be held liable for damaged to any electrical wires or cable wires, damage to screens, damaged lawns, septic and/or drain field, walkways, or driveways since access to and from the structure is essential for materials to be delivered and for work to be completed. We are not responsible for any damages that are caused by our vendors or sub-contractors. They are responsible for any damages that accrue during delivery of products to job or during work on job. We strive to avoid any damage at all and will seek to access the structure with the least impact. I also understand that final payment is due immediately upon completion. I am responsible for notifying STEVE TURBEVILLE ROOFING of any re-piping that is present in the structure of water lines or A/C Freon lines of older buildings. Also please mow yard to help with magnetic nail removal prior to starting work. _____

Revised Mandatory Provision for residential construction contracts per Florida Statute 713.015:
Any direct contract greater than \$2,500.00 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES,) THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IN MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

SECTION VIII

**ACKNOWLEDGEMENT AND CONSENT REGARDING IMPROVEMENTS
BY DUKE ENERGY IN REUNION VILLAGE PHASE 5**

This **ACKNOWLEDGEMENT AND CONSENT REGARDING IMPROVEMENTS BY DUKE ENERGY IN REUNION VILLAGE PHASE 5** (the “**Consent**”), is made this 26th day of July, 2023, by **EHOF ACQUISITIONS II BORROWER, LLC**, a Delaware limited liability company, whose address is 1 Town Center Road, Suite 600, Boca Raton, Florida 33486 (“**EHOF**”).

W I T N E S S E T H:

WHEREAS, the Reunion East Community Development District (the “**District**”) is an independent special district and a local unit of special purpose government, created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Duke Energy has requested the District’s consent to the construction, installation and maintenance of certain improvements related to electrical energy and service and communication systems on real property currently owned by the District, in accordance with the terms of that certain Distribution Easement, dated May 26, 2005, recorded in Official Records Book 2884, Page 2540 of the Official Records of Osceola County, Florida, and as further detailed in the “Work Print” attached hereto as **Exhibit “A”** (collectively referred to herein as the “Improvements”); and

WHEREAS, the District desires EHOF’s acknowledgement and consent to indemnify and hold the District harmless from losses or damages sustained by the District as a result of the Improvements, in the event that Duke Energy fails to indemnify and/or hold the District harmless for such losses or damages.

NOW, THEREFORE, the EHOF acknowledges, consents and agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. EHOF acknowledges and consents to indemnify and hold the District harmless from losses or damages sustained by the District as a result of the Improvements, in the event that Duke Energy fails to indemnify and/or hold the District harmless for such losses or damages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, EHOFF has executed this Consent as of the date first written above.

By: **EHOFF ACQUISITIONS II BORROWER, LLC**, a Delaware limited liability company, its sole member

By: EHOFF ACQUISITIONS II, LLC, a Delaware limited liability company, its sole member

By: Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, its Manager

By: AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member

By: _____
Arthur J. Falcone, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Arthur J. Falcone, as Manager of AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member of Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, Manager of EHOFF Acquisitions II, LLC, a Delaware limited liability company, sole member of EHOFF Acquisitions II Borrower, LLC, a Delaware limited liability company. He/she [] is personally known to me, or [] has produced _____ as identification.

(SEAL)

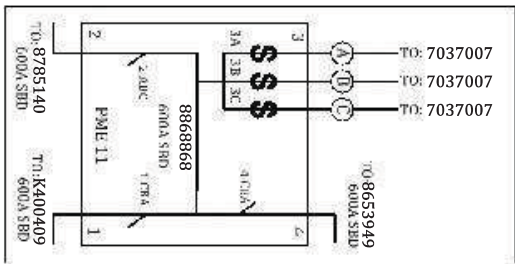
Notary Public; State of Florida
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

Exhibit “A”
“Work Print”

[See attached.]

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P4 - PME-11
FIELD SIDE



P4 GPS: 28.273346, -81.594644
911 ADDRESS:
7662 WHISPER WAY
REUNION, FL 34747

SCOPE OF WORK:
INSTALL LARGE PULLBOXES AT P1 & P5.
INSTALL 1000 AL IN 6" CONDUIT AT SPANS S1 & S2.
CONSTRUCTION NOTES:
SAFETY MEETING IS REQUIRED BEFORE WORK BEGINS.
ALL INSTALLS BY DIRECTIONAL BORE.
SPAN ACROSS BRIDGE TO BE ATTACHED WITH CONDUIT FASTENERS.
CHECK FOR WATER AND GAS LINES BEFORE WORK BEGINS.
P3 IS OMITTED FROM THIS WO.

I / We, REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, the owner/s at property ID 2725272985TRAC0S20 acknowledge that Duke Energy is installing new facilities on my property at mutually agreeable locations under easement recorded at Official Record Book 2884, Page 25-40.

Printed Name: _____
Printed Name: _____
Date: _____

S1 - 692'
1 - 1000 AL UG (ABC)
1 - 6" TRENCHLESS

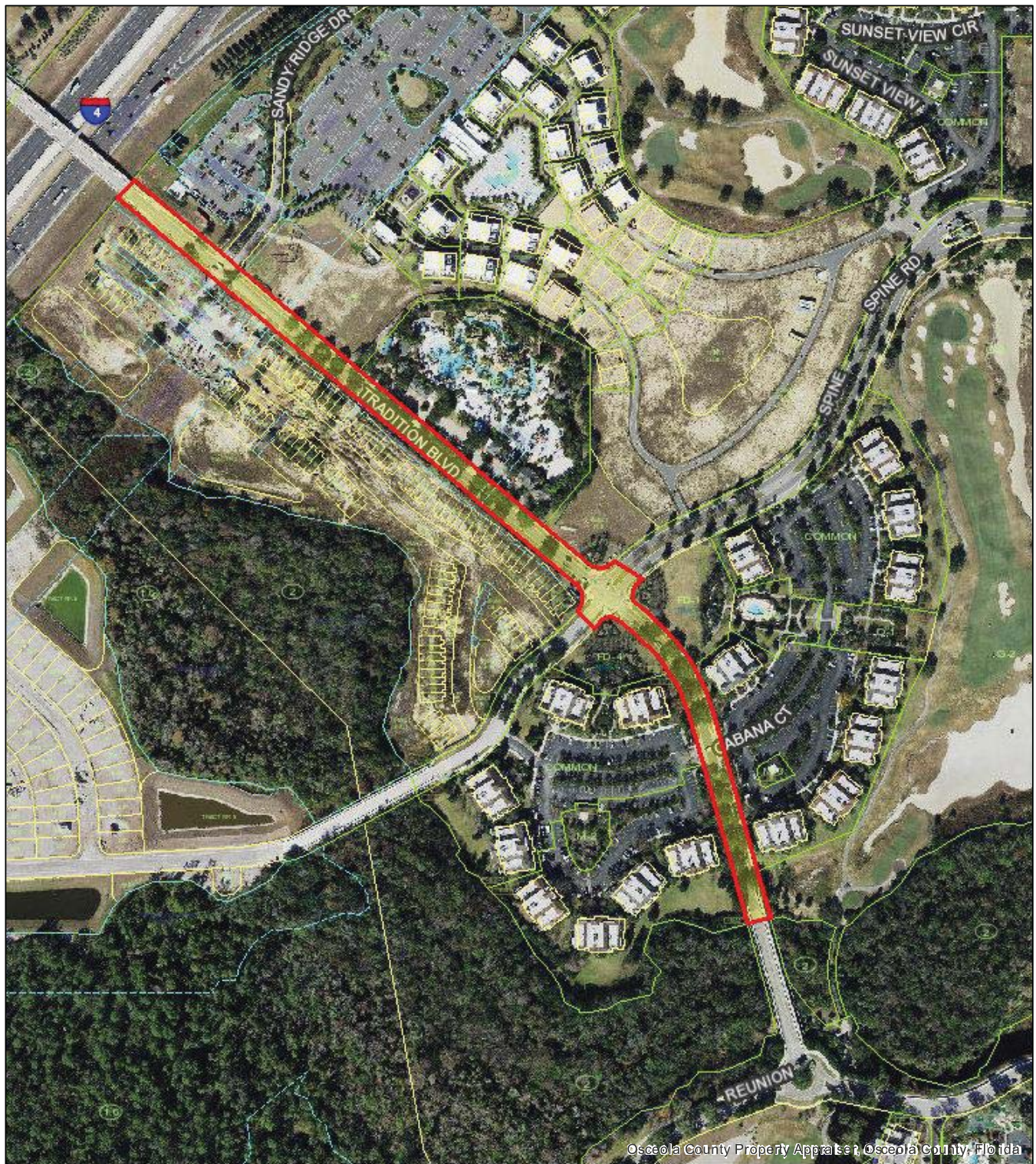
P4
8868868, E - PME-11 (ABC)
WAS RE TAGGED IN WO 45589576
PREVIOUSLY K400410

P4
8868868
E - PME-11 (ABC)
E - PAD

P4
K400409
E - PME-9 (ABC)
DUKE TO BORE

CONTACTS:
DUKE ENERGY
NOMAR YSABEL
704-249-5072

Work Order Number:	38175274
Customer/Contact:	RICHARD FEATHER
Contact Phone:	954-661-8541
Job Site Address:	REUNION VILLAGE BLVD
City:	DAVENPORT
County:	OSCEOLA
State, Zip:	FL, 33896
Designer:	Nomar Ysabel
Designer Phone:	704-249-5072
Circuit ID:	K1761, K1764
Primary Voltage:	12,477.2 KV
Permit Required:	Yes _____ No _____
Permit Type/No.:	
Permit Type/No. 2:	
Permit Type/No. 3:	
Permit Type/No. 4:	



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Date Generated: 6/16/2023

0 160 320 ft



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

USP: SG 8868868 BREAKER K1764
 SG 8785140 BREAKER K1761

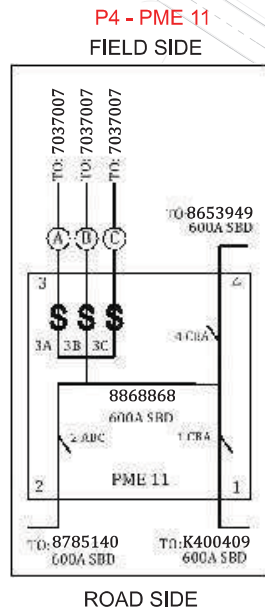


Safety Reminders / Adverse Conditions



REUNION VILLAGE PH 5 FEEDER EXTENSION

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P4 GPS: 28.273346,-81.594644
911 ADDRESS:
7662 WHISPER WAY
REUNION, FL 34747

SCOPE OF WORK:

INSTALL LARGE PULLBOXES AT P1 & P5.
 INSTALL 1000 AL IN 6" CONDUIT AT SPANS S1 & S2.

CONSTRUCTION NOTES:

SAFETY MEETING IS REQUIRED BEFORE WORK BEGINS.
 ALL INSTALLS BY DIRECTIONAL BORE.
 SPAN ACROSS BRIDGE TO BE ATTACHED WITH CONDUIT FASTENERS.
 CHECK FOR WATER AND GAS LINES BEFORE WORK BEGINS.
 P3 IS OMITTED FROM THIS WO.

I / We, REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, the owner/s at property ID 2725272985TRAC0S20 acknowledge that Duke Energy is installing new facilities on my property at mutually agreeable locations under easement recorded at Official Record Book 2884, Page 2540.

Printed Name: _____

Printed Name: _____

Date _____

P4
 8868868, E - PME-11 (ABC)
 WAS RE TAGGED IN WO 45589576
 PREVIOUSLY K400410

P4
 8868868
 E - PME-11 (ABC)
 E - PAD

K400409
 E - PME-9 (ABC)

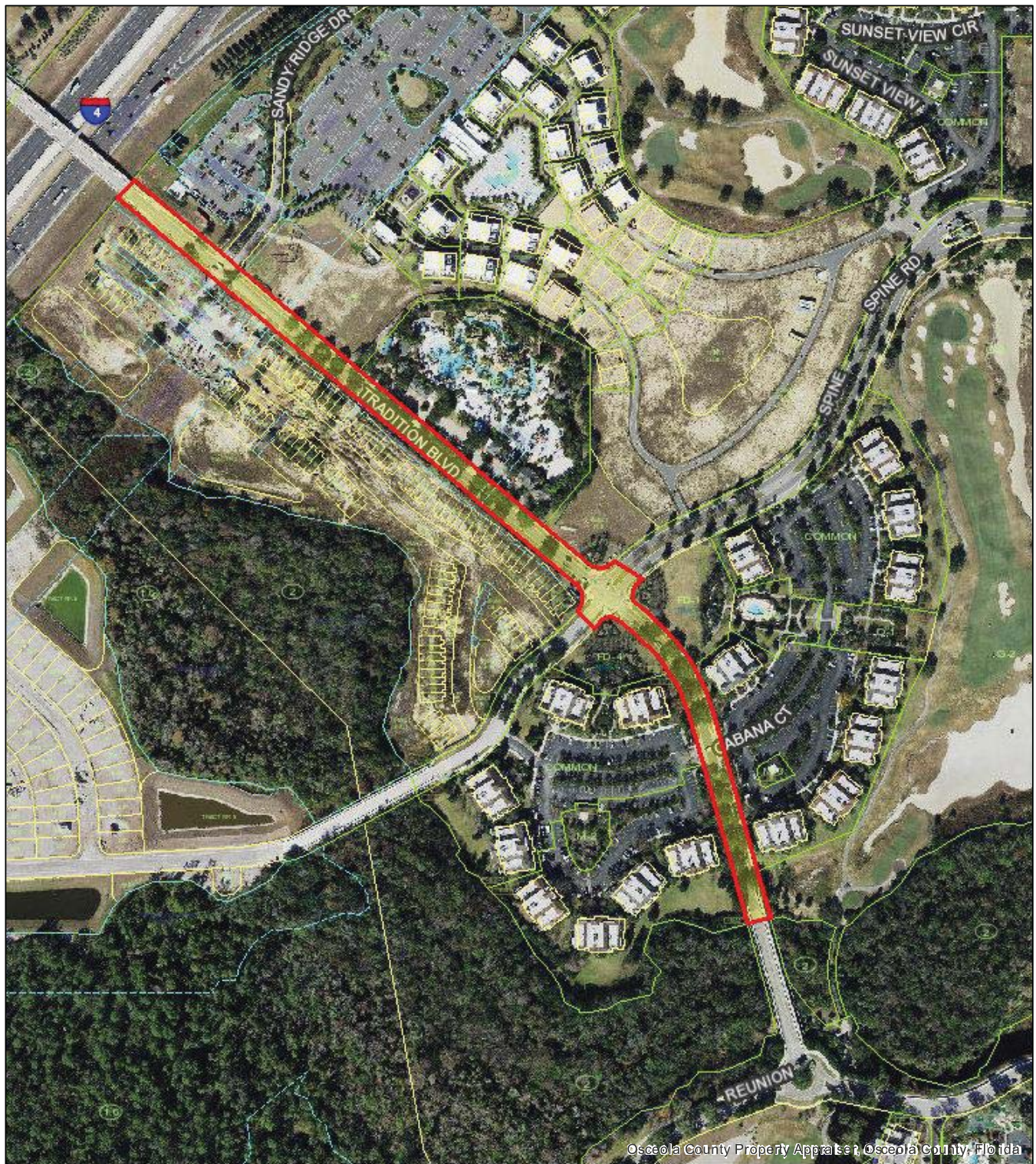
DUKE TO BORE

S1 - 692'
I - 1000 AL UG (ABC)
I - 6" TRENCHLESS

CONTACTS:
DUKE ENERGY
NOMAR YSABEL
704-249-5072

Work Order Number	38175274
Customer/Contact	RICHARD FEATHER
Contact Phone	954-661-8541
Job Site Address	REUNION VILLAGE BLVD
City	DAVENPORT
County	OSCEOLA
State, Zip	FL, 33896
Designer	Nomar Ysabel
Designer Phone	704-249-5072

Circuit ID	K1761, K1764
Primary Voltage	12.47/7.2 kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Date Generated: 6/16/2023

0 160 320 ft



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

SECTION IX

SECTION A

REUNION 532 VALUATION

Section	Cost	Value Assigned	Reasoning
Center Median	\$ 103,997.00	60% of Overall Value	Most mowing, Palm Trimming, more shrubs to prune, Ligustrum trees
North Side (Reunion)	\$ 41,598.00	24% of Overall Value	Has the sidewalk so requires more edging and more turf than South
South Side	\$ 27,733.00	16% of Overall Value	Smaller side, not much plant, and least amount of turf
\$ 173,328.00			



Proposal #336187

Date: 08/01/2023

From: Garrett Huegel

Proposal For

Reunion East & West CDD

c/o GMS-CF, LLC
1408 Hamlin Avenue
Unit E
St Cloud, FL 34771

main: 407-841-5524
mobile: 407-398-2890

Location

1590 Reunion Blvd
Kissimmee, FL 34747

Property Name: Reunion East & West CDD

CR 532 Median Turnover Project

Terms: Net 30

DESCRIPTION	AMOUNT
General Labor	\$5,423.92
Irrigation Labor	\$911.99
Irrigation Parts	\$1,428.55
Green Waste Dump Fee (Shubs and Trees)	\$800.00
Fert/Chem Labor	\$750.00
Non Selective Herbicide Material	\$1,000.00
Bahia Sod Installation, 200,000 Sq Ft	\$248,000.00

Client Notes

This proposal includes

- Cleaning and taking out all of the plant material in 11 landscape beds
- Spraying all of the Zoysia turf with round up
- Cutting and tearing out all of the Zoysia turf
- Installing 200,000 sq. ft. of Bahia sod
- Capping Irrigation mainlines that serve the median once new Bahia grass is established

Signature

X

SUBTOTAL	\$258,314.46
----------	--------------

SALES TAX	\$0.00
-----------	--------

TOTAL	\$258,314.46
-------	--------------

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Garrett Huegel

Office:

ghuegel@yellowstonelandscape.com

SECTION B

**OSCEOLA COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

DEPT/OFFICE:	PUBLIC WORKS	MEETING DATE:	11/7/2022
DIRECTOR/MANAGER:	TAWNY OLORE	REQUEST TYPE:	Consent

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign the First Amendment to the Interlocal Agreement modifying the maintenance responsibility with Reunion East Community Development District (CDD) to remove the south side portion of County Road 532 right-of-way (ROW), Osceola Polk Line Road, from their maintenance responsibility. At this time, there is no Financial Impact other than staff time. Should the Board approve the amendment, the County will be responsible for regular maintenance of the ROW. The annual cost of maintenance is currently estimated at \$21,075.00 for Fiscal Year 2023.

STRATEGIC PLAN GOAL

Efficient and High Performing County Government

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$21075.00

At this time, there is no Financial Impact other than staff time. Should the Board approve the amendment, the County will be responsible for regular maintenance of the Right of Way. The annual cost of maintenance is currently estimated at \$21,075 for FY23.

A total of \$4,123,561 is appropriated in Fund 001 – General Fund, account number 0014158541-5340000, Mowing Units – Other Contractual Services, of which \$21,075 can be used for this purpose.

APPROVING DEPARTMENTS

OMB:	Matthew J Fuhrer
Procurement:	
Attorney:	Shannon M Charles

BACKGROUND INFORMATION

- In 2007 an Interlocal Agreement was executed defining maintenance requirements with Osceola County and Reunion East Community Development District (CDD), East of Interstate I-4 along 532 and 545.
- The 2007 agreement allowed for the District to install, construct, and maintain certain improvements within the Right of Way that could consist of trees and other plantings.
- In the 2007 agreement the maintenance responsibility was defined, and the County retained absolute authority to remove the improvements or cause the improvements to be removed.
- Per the original Interlocal Agreement, either Party had the right to cancel the agreement upon sixty (60) days written notice.
- As development has occurred along the corridor, the maintenance of the landscaping has become difficult.
- The Reunion CDD is requesting to remove the south side portion of County Road 532 Right-of-Way from their maintenance responsibility. This request was reviewed by various departments, and

the Reunion CDD was asked to remove the landscaping and replace with sod for ease of County maintenance.

- The estimated cost to the County for accepting maintenance responsibility under the terms of this agreement is \$21,075.00 annually.
- Project Manager: Mahmoud Najda PE, County Engineer



CFN 2022167135
Bk 6316 Pgs 1479-1485 (7 Pgs)
DATE: 11/17/2022 09:52:15 AM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR MAINTENANCE OF ROAD RIGHTS-OF-WAY**

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MAINTENANCE OF ROAD RIGHTS-OF-WAY** (the "Amendment"), shall be effective as of September 8, 2022 (the "Effective Date"), is made by and between OSCEOLA COUNTY, FLORIDA a political subdivision of the State of Florida (the "County"), and the REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district created pursuant to the provisions of Chapter 190, Florida Statutes (the "District"), located at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

This Amendment amends the Interlocal Agreement for Maintenance of Road Rights-of-Way, dated March 5, 2007, between the County and the District and recorded at Official Records Book 3432, Page 1507 of the Official Records of Osceola County (the "Interlocal Agreement").

WITNESSETH:

WHEREAS, the County allowed the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities, as specified herein, within certain portions of the rights-of-way of County Road 532 (also known as Osceola Polk Line Road) and County Road 545 (also known as Old Lake Wilson Road) where those rights-of-way are located near, or adjacent to, the District boundaries, as said portions of the rights-of-way are depicted in the Interlocal Agreement; and

WHEREAS, pursuant to the Interlocal Agreement the District has installed, constructed and maintained certain Improvements within the rights-of-ways since the effective date of the Interlocal Agreement; and

WHEREAS, the parties have the right to amend the Interlocal Agreement upon approval by a majority of the Osceola County Board of County Commissioners and the District; and

WHEREAS, the District no longer desires to maintain Improvements under the Interlocal Agreement as to the south side portion of right-of-way of County Road 532 (also known as Osceola

Polk Line Road), as such area is depicted on "Amended Exhibit "A," attached hereto and made a part of this Amendment; and

WHEREAS, the County and the District desire to amend the Interlocal Agreement to change the definition of Rights-of-Way to remove the south side portion of County Road 532 right-of-way, as depicted on the "Amended Exhibit A" and to modify the Interlocal Agreement accordingly.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. RECITALS & EFFECTIVENESS

1. The foregoing recitals are true, correct and are hereby incorporated by reference as terms.

2. The County and the District acknowledge and agree that the Interlocal Agreement is in full force and effect. To the extent the terms of this Amendment are inconsistent with the terms of the Interlocal Agreement, the terms of this Amendment shall control. No prior or contemporaneous agreements, oral or written, shall be of any force and effect, it being presumed that the same have merged in this Amendment.

SECTION 2. AMENDMENTS

Exhibit "A" of the Interlocal Agreement is hereby amended by deleting the south side portion of County Road 532 (also known as the Osceola Polk Line Road) in its entirety from the definition of "Right-Of-Way" in the Interlocal Agreement. The County, District and Contractor hereby agree that the District shall only maintain the portions of the County Road 545 right-of-way (also known as Old Lake Wilson Road) depicted on the attached Amended Exhibit "A." The County shall hereinafter be obligated and responsible for the installation, construction and maintenance of the south side portion of County Road 532 right-of-way (also known as Osceola Polk Line Road).

SECTION 3. NOTICE

The Notice provisions of the Interlocal Agreement are hereby deleted in their entirety and replaced with the following:

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any addressee may change its address

by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

To the County: Osceola County
 1 Courthouse Square, Suite 4200
 Kissimmee, Florida 34741
 Attention: County Attorney

To the District: Reunion East community Development District
 c/o Governmental Management Services - Central Florida, LLC.
 219 E. Livingston Street
 Orlando, Florida 32801
 Attention: Tricia Adams, District Manager

with copy to: Latham, Luna, Eden & Beaudine, LLP
 201 S. Orange Ave., Suite 1400
 Orlando, Florida 32801
 Attention: Jan A. Carpenter, District Counsel

SECTION 4. MISCELLANEOUS

1. This Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

2. Except as specifically modified and/or amended herein, all provisions of the Interlocal Agreement shall remain in full force and effect.

3. This Amendment shall become effective upon the Effective Date.

4. This Amendment shall be recorded in the Public Records of Osceola County, Florida after due execution by the parties, and the District shall be responsible for the cost of such recording.

[Signatures on following page.]

**COUNTER-PART SIGNATURE PAGE TO THE
FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR MAINTENANCE OF ROAD RIGHTS-OF-WAY**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____

Print Name: Brandon Arrington

Title: Chairman

ATTESTED BY:

Allison Seibel

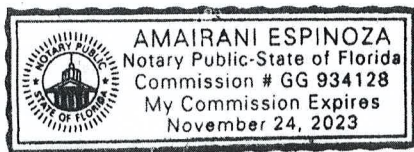
Print Name: Allison Seibel

Title: Deputy Clerk of the Board



STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of November, 2022, by Brandon Arrington and Deputy Clerk of the Board, as the Board Chairman and Deputy Clerk of the Board, respectively, of the Board of County Commissioners of Osceola County, Florida, and who have acknowledged that they executed the same on behalf of Osceola County, Florida and that each was authorized to do so. They ☒ are both personally known to me or ☐ have each produced a valid driver's license as identification.



Amairani Espinoza
Notary Public; State of Florida

Print Name: Amairani Espinoza

My Commission Expires: 11/29/2023

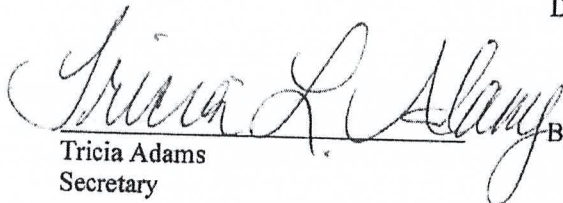
My Commission No.: GG 934128

**COUNTER-PART SIGNATURE PAGE TO THE
FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR MAINTENANCE OF ROAD RIGHTS-OF-WAY**

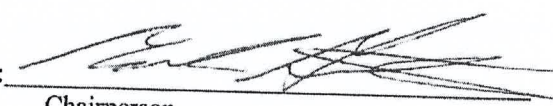
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

ATTEST:

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT


Tricia Adams
Secretary

By:


Chairperson
Board of Supervisors

Address: c/o Governmental Management
Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of September 2022 by Mark Greenstein, as Chairperson of the Board of Supervisors, and by Tricia Adams, as Secretary, of **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the community development district. They ☒ are both personally known to me or ☐ have each produced a valid driver's license as identification.



MONICA VIRGEN
Notary Public
State of Florida
Comm# HH184554
Expires 10/10/2025

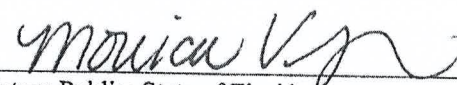
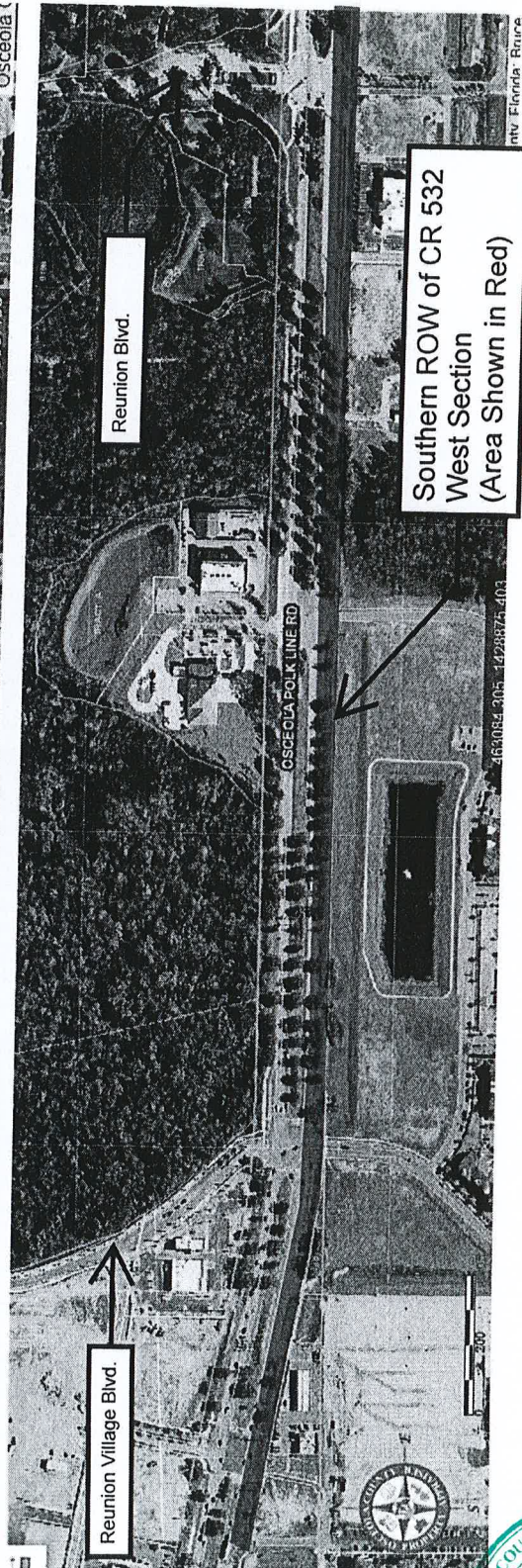
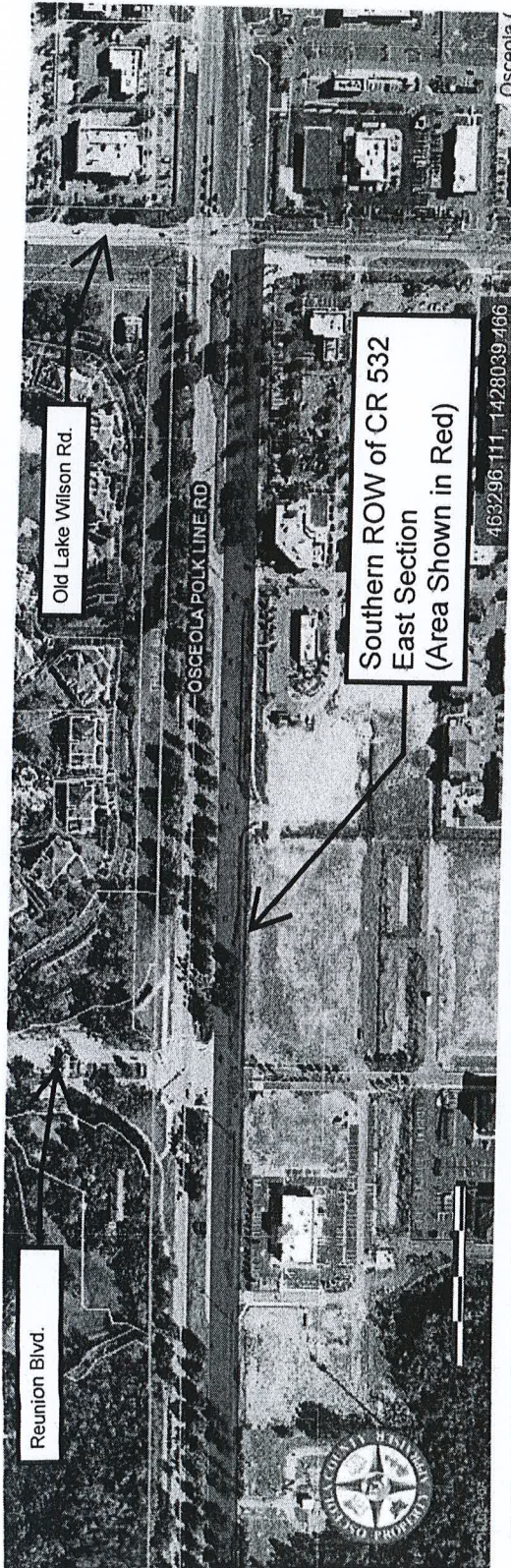

Notary Public; State of Florida
Print Name: MONICA VIRGEN
My Commission Expires: 10/10/2025
My Commission No.: HH184554

Exhibit "A"

[Please see attached.]

EXHIBIT A

AREAS REMOVED FROM LANDSCAPE MAINTENANCE AGREEMENT



STATE OF FLORIDA, COUNTY OF OSCEOLA - I HEREBY CERTIFY
that the above and foregoing is a true copy of the original document recorded in public records.
Clerk of the Board of County Commissioners

Date 11/30/2022 By Wilson Seibert



SECTION C



Proposal #302103

Date: 04/12/2023

From: Garrett Huegel

Proposal For

Reunion East & West CDD

c/o GMS-CF, LLC
1408 Hamlin Avenue
Unit E
St Cloud, FL 34771

main: 407-841-5524
mobile: 407-398-2890

Location

1590 Reunion Blvd
Kissimmee, FL 34747

Plant Removal and Sod Install on CR 532

Terms: Net 30

This proposal includes removing the existing plant material and adding zoysia turf in the island across from the fire station on CR 532. Also we will be modifying the irrigation and changing the spray heads to rotors for the new turf.





ITEM DESCRIPTION		Quantity
General Labor		40.00
Zoysia Sod		4.00
6" Rotor		6.00
1" PVC Pipe		8.00
1" PVC Fittings		20.00

Client Notes

Signature x	SUBTOTAL	\$6,393.11
	SALES TAX	\$0.00
	TOTAL	\$6,393.11

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Assigned To

Print Name: _____

Garrett Huegel
ghuegel@yellowstonelandscape.com

Title: _____

Date: _____

SECTION X

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM EHO OF ACQUISITIONS II BORROWER, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Reunion East 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”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, EHO OF Acquisitions II Borrower, LLC, a Delaware limited liability company (hereinafter “EHO OF”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from EHO OF to the District; and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from EHO OF, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for accepting the conveyances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the “Board”), as follows:

1. **Incorporation of Recitals.** The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit “A,” from EHOF to the District, and approves and accepts the documents evidencing such conveyances in Exhibit “A.”

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit “A,” and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. 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.

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Reunion East Community Development District, this 10th day of August, 2023.

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT “A”

CONVEYANCE DOCUMENTS

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner’s Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
Post Office Box 3353
Orlando, Florida 32802

Parcel Nos.: 34252749360001RW10; 34252749360001OS10; 34252749360001OS30; 34252749360001OS40;
34-25-27-5019-0001-RW05; 34-25-27-5019-0001-RP08; 34-25-27-5019-0001-RP09; 34-25-27-5019-0001-RP11

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this _____ day of August, 2023, by **EHOF ACQUISITIONS II BORROWER, LLC**, a Delaware limited liability company (the “Grantor”), whose principal address is 1 Town Center Road, Suite 600, Boca Raton, Florida 33486, to **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE.**

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants that title to the Property is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2023 and subsequent years, and that the Grantor will defend title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

“GRANTOR”

EHO OF ACQUISITIONS II BORROWER, LLC, a Delaware limited liability company, its sole member

(Signature)

(Print Name)

By: EHO OF ACQUISITIONS II, LLC,
a Delaware limited liability company,
its sole member

(Signature)

(Print Name)

By: Encore Housing Opportunity Fund
II General Partner, LLC,
a Delaware limited liability
company, its Manager

By: AF Encore Management,
LLC, a Florida limited
liability company,
Executive Managing Member

By: _____
Arthur J. Falcone, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Arthur J. Falcone, as Manager of AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member of Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, Manager of EHO OF Acquisitions II, LLC, a Delaware limited liability company, sole member of EHO OF Acquisitions II Borrower, LLC, a Delaware limited liability company. He/she [] is personally known to me, or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT “A”

Description of the Property

Tract RW-5, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-8, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-9, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-11, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RW-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-3, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-4, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT

Reunion East Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this _____ day of August, 2023, by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **EHOF ACQUISITIONS II BORROWER, LLC**, a Delaware limited liability company (hereinafter referred to as “Developer”) whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486.

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of the Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and

agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

5. The above recitals are true and correct and are incorporated herein by reference.

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Signature)

(Print Name)

(Signature)

(Print Name)

EHOF ACQUISITIONS II BORROWER, LLC, a Delaware limited liability company, its sole member

By: EHO ACQUISITIONS II, LLC, a
a Delaware limited liability company,
its sole member

By: Encore Housing Opportunity
Fund II General Partner, LLC, a
Delaware limited liability
company, its Manager

By: AF Encore Management,
LLC, a Florida limited
liability company,
Executive Managing Member

By: _____
Arthur J. Falcone, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Arthur J. Falcone, as Manager of AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member of Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, Manager of EHO ACQUISITIONS II, LLC, a Delaware limited liability company, sole member of EHO ACQUISITIONS II Borrower, LLC, a Delaware limited liability company. He/she ☐ is personally known to me, or ☐ has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

COUNTERPART SIGNATURE PAGE TO BILL OF SALE

Reunion East Community Development District

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Mark Greenstein

Title: Chairman

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by Mark Greenstein, as Chairman of the Board of Supervisors, of the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT “A”

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. Mass Grading
2. Public Roadways
3. Landscape, Hardscape & Irrigation
4. Professional Design, County, Legal & Bond Fees

The foregoing Improvements are located on the following real property tracts:

Tract RW-5, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-8, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-9, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-11, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RW-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-3, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-4, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

OWNER'S AFFIDAVIT

Reunion East Community Development District

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Arthur J. Falcone ("Affiant"), as President of EHOAcquisitions II Borrower, LLC, a Delaware limited liability company, authorized to do business in Florida, whose principal address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (the "Owner"), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the Reunion Village Phase 4 & 5 Plat, as recorded in Plat Book 31, Page 75 and the Reunion Village 1C Replat, as recorded in Plat Book 27, Page 178 of the Official Records of Osceola County, Florida (collectively, the "Plat").

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Reunion East Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 84-3641210; (v) has a mailing address of One Town Center Road, Suite 600, Boca Raton, Florida 33486. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2023**

Signed, sealed and delivered in our presence:

“GRANTOR”

EHO ACQUISITIONS II BORROWER, LLC, a Delaware limited liability company, its sole member

(Signature)

(Print Name)

By: EHO ACQUISITIONS II, LLC, a
a Delaware limited liability company,
its sole member

(Signature)

(Print Name)

By: Encore Housing Opportunity Fund
II General Partner, LLC, a
Delaware limited liability
company, its Manager

By: AF Encore Management,
LLC, a Florida limited
liability company,
Executive Managing Member

By: _____
Arthur J. Falcone, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Arthur J. Falcone, as Manager of AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member of Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, Manager of EHO ACQUISITIONS II, LLC, a Delaware limited liability company, sole member of EHO ACQUISITIONS II Borrower, LLC, a Delaware limited liability company. He/she ☐ is personally known to me, or ☐ has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract RW-5, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-8, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-9, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-11, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RW-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-3, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-4, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. Mass Grading
2. Public Roadways
3. Landscape, Hardscape & Irrigation
4. Professional Design, County, Legal & Bond Fees

AGREEMENT REGARDING TAXES
Reunion East Community Development District

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this _____ day of August, 2023, by and between **EHOF ACQUISITIONS II BORROWER, LLC**, a Delaware limited liability company, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (the “Developer”), and the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2022 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2023.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Reunion East Community Development District

WITNESSES:

EHOF ACQUISITIONS II BORROWER, LLC,
a Delaware limited liability company

X _____

Print: _____

By: EHOF ACQUISITIONS II, LLC, a
a Delaware limited liability company,
its sole member

X _____

Print: _____

By: Encore Housing Opportunity Fund
II General Partner, LLC, a Delaware
limited liability company, its Manager

By: AF Encore Management, LLC, a
Florida limited liability company,
Executive Managing Member

By: _____
Arthur J. Falcone, Manager

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: Mark Greenstein

Title: Chairman

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract RW-5, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-8, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-9, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-11, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RW-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-3, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-4, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. Mass Grading
2. Public Roadways
3. Landscape, Hardscape & Irrigation
4. Professional Design, County, Legal & Bond Fees

CERTIFICATE OF DISTRICT ENGINEER
Reunion East Community Development District

I, **Steve Boyd, P.E. of Boyd Civil Engineering, Inc.**, a Florida limited liability company, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 43225, with offices located at 6816 Hanging Moss Road, Orlando, Florida 32807 (“Boyd”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Boyd, currently serve as District Engineer to the Reunion East Community Development District (the “District”).

2. That the District proposes to accept from **EHOF ACQUISITIONS II BORROWER, LLC**, a Delaware limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. The approximate value of the Property and Improvements is _____.

5. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. Infrastructure construction required by the plans and permits has been completed. Additional landscape maintenance is required in accordance with the “Post Closing Agreement” prior to the District assuming maintenance responsibilities of Retention Ponds and Open Space Tracts.

6. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Boyd are being held by Boyd as records of the District on its behalf.

7. That the District shall pay no more than the actual cost incurred for the Improvements built or constructed by or at the direction of the Developer, or the current value thereof, whichever is less, as determined by the District Engineer.

[Signatures provided on the following page.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Reunion East Community Development District – Reunion Village

DATED: August _____, 2023

Witness: _____

Print: _____

Steve Boyd, P.E.

State of Florida License No.: **43225**

on behalf of the company,

Boyd Civil Engineering, Inc.

Witness: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of August, 2023 by **STEVE BOYD** of Boyd Civil Engineering, Inc., a Florida limited liability company authorized to transact business in Florida, on behalf of said corporation. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract RW-5, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-8, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-9, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RP-11, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof, as recorded in Plat Book 31, Page 75, Public Records of Osceola County, Florida.

Tract RW-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-1, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-3, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

Tract OS-4, REUNION VILLAGE 1C REPLAT, according to the plat thereof, as recorded in Plat Book 27, Page 178, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. Mass Grading
2. Public Roadways
3. Landscape, Hardscape & Irrigation
4. Professional Design, County, Legal & Bond Fees

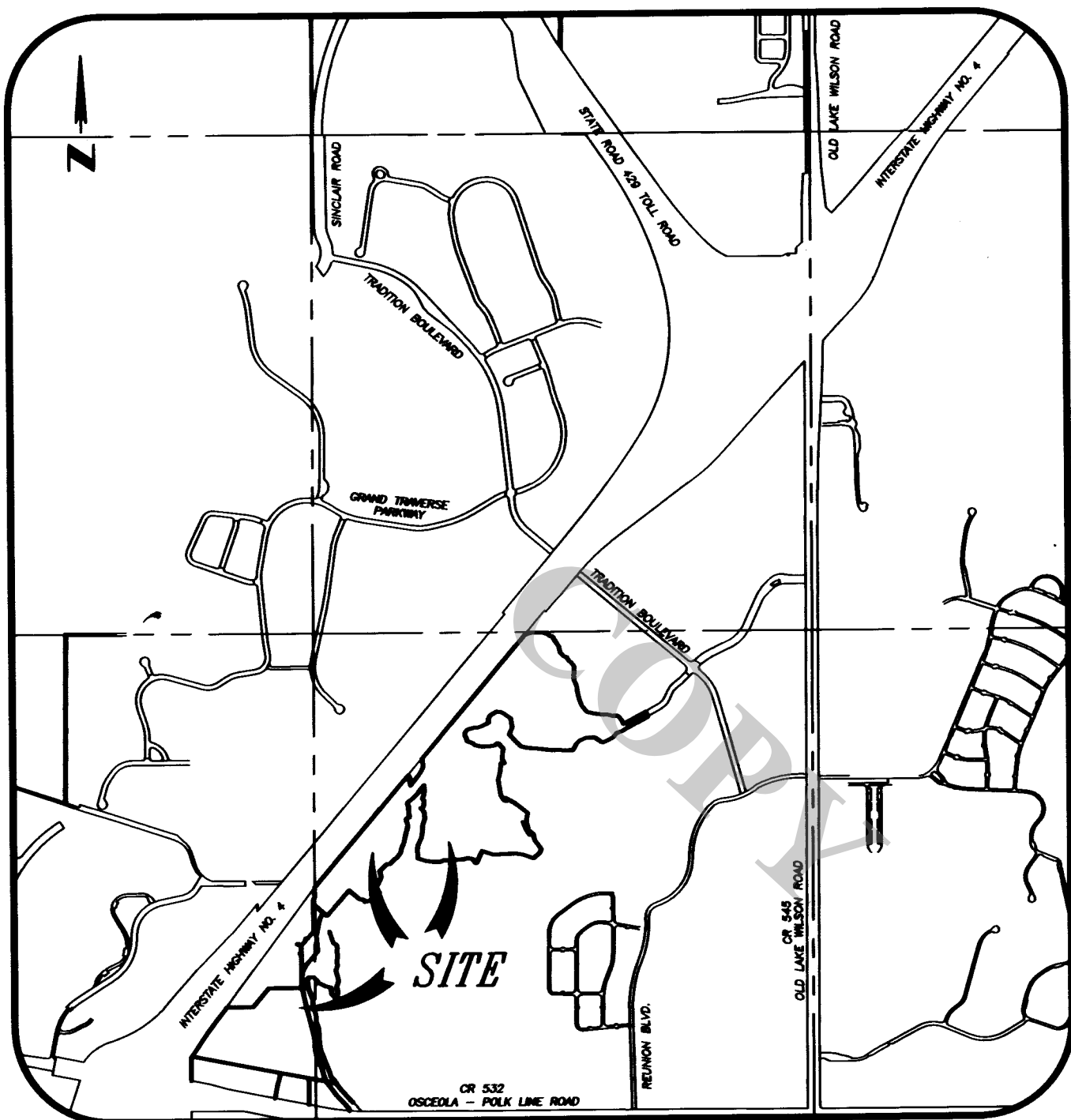
"REUNION VILLAGE 1C REPLAT"

BEING A REPLAT OF ALL OF PARCEL 1-C, REUNION VILLAGE 1C, AS FILED AND RECORDED IN PLAT BOOK 16, PAGES 100 THROUGH 103, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

BEING A PORTION OF SECTIONS 27, 33 & 34 - TOWNSHIP 25 SOUTH - RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA

PLAT NOTES:

1. BEARINGS BASED ON THE RECORD PLAT OF REUNION VILLAGE 1C, BEING 578°51'57"E, ALONG NORTH RIGHT OF WAY LINE OF C.R. 532, PER PLAT BOOK 16, PAGES 100-103, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (SECTION 177.091 (28), FLORIDA STATUTES).
3. OSCEOLA COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, TRACTS "RP-1" AND "RP-2" AND THE POND 3 DRAINAGE EASEMENT SHOWN ON THIS PLAT, INCLUDING WITHOUT LIMITATION, THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, AND THE UNDERGROUND STORMWATER DRAINAGE PIPES AND FACILITIES AND ABOVE GROUND INLET STRUCTURES TO BE CONSTRUCTED IN OR ON TRACTS "RW-1", "RW-2" AND "RW-3". THE ACCESS AND DRAINAGE EASEMENT SHOWN ON THIS PLAT AND THE DRAINAGE AND MAINTENANCE EASEMENT SHOWN ON THIS PLAT, PURSUANT TO THE DRAINAGE EASEMENTS REFERENCED IN NOTE 13 HEREON, A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF OSCEOLA COUNTY FOR SAID PURPOSE OVER SAID TRACTS "RP-1", "RP-2", "RW-1", "RW-2" AND "RW-3". THE ACCESS AND DRAINAGE EASEMENT SHOWN ON THIS PLAT, THE DRAINAGE AND MAINTENANCE EASEMENT SHOWN ON THIS PLAT, AND THE POND 3 DRAINAGE EASEMENT SHOWN ON THIS PLAT.
4. TRACTS "RW-1", "RW-2" AND "RW-3" ARE RIGHT OF WAY TRACTS. TRACTS "RW-1" AND "RW-2" SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT. TRACT "RW-3" SHALL BE MAINTAINED BY THE OWNER OF SAID TRACT "RW-3". THE PUBLIC USE RIGHTS OVER AND ACROSS TRACTS "RW-1", "RW-2" AND "RW-3" INCLUDE A PERPETUAL EASEMENT AND RIGHT OF INGRESS/EGRESS TO, AND FOR, THE BENEFIT OF DELIVERY AND PICKUP SERVICES, FIRE PROTECTION SERVICES, POLICE SERVICES, AMBULANCE SERVICES AND OTHER AUTHORITIES OF LAW, UNITED STATES MAIL CARRIERS AND REPRESENTATIVES OF UTILITIES. THE STREETS WITHIN TRACTS "RW-1", "RW-2" AND "RW-3" SHALL BE SUBJECT TO THE JURISDICTION OF OSCEOLA COUNTY IN ESTABLISHING SPEED LIMITS AND TRAFFIC CONTROL DEVICES DEEMED NECESSARY AND APPROPRIATE BY OSCEOLA COUNTY.
5. TRACT "LS-1" IS DESIGNATED AS A LIFT STATION TRACT AND SHALL BE OWNED AND MAINTAINED BY THE TOHOPEKAUGA WATER AUTHORITY AND DEDICATED BY SEPARATE INSTRUMENT.
6. TRACTS "OS-1", "OS-2", AND "OS-3" AND "OS-4" ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.
7. TRACTS "RP-1" AND "RP-2" ARE STORM WATER TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.
8. ALL LANDSCAPING ELEMENTS, INCLUDING TREES, WITHIN THE RIGHT OF WAY DESIGNATED AS TRACTS "RW-1" AND "RW-2" SHALL BE MAINTAINED BY THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND SUCH TRACTS "RW-1" AND "RW-2" WILL BE CONVEYED BY SEPARATE INSTRUMENT.
9. ALL LANDSCAPING ELEMENTS, INCLUDING TREES, WITHIN THE RIGHT OF WAY DESIGNATED AS TRACT "RW-3" SHALL BE MAINTAINED BY THE OWNER OF SAID TRACT "RW-3".
10. THE STREET LIGHTS WITHIN TRACTS "RW-1" AND "RW-2" SHALL BE OWNED AND MAINTAINED BY THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, OR THE UTILITY PROVIDER, WHICHEVER MAY APPLY, AND SUCH TRACTS "RW-1" AND "RW-2" WILL BE CONVEYED BY SEPARATE INSTRUMENT.
11. THE STREET LIGHTS WITHIN TRACT "RW-3" SHALL BE OWNED AND MAINTAINED BY THE OWNER OF SAID TRACT "RW-3", OR THE UTILITY PROVIDER, WHICHEVER MAY APPLY.
12. A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED OVER TRACTS "RP-1", "RP-2" AND THE POND 3 DRAINAGE EASEMENT SHOWN ON THIS PLAT, FOR THE BENEFIT OF ALL PROPERTY WITHIN THIS PLAT.
13. A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED OVER TRACTS "RW-1", "RW-2" AND "RW-3". THE ACCESS AND DRAINAGE EASEMENT SHOWN ON THIS PLAT AND THE DRAINAGE AND MAINTENANCE EASEMENT SHOWN ON THIS PLAT, FOR USE OF UNDERGROUND STORMWATER DRAINAGE PIPES AND FACILITIES AND ABOVE GROUND INLET STRUCTURES TO BE CONSTRUCTED THEREIN OR THEREON, FOR THE BENEFIT OF ALL PROPERTY WITHIN THIS PLAT.
14. A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED OVER TRACTS "RP-1", "RP-2" AND THE POND 3 DRAINAGE EASEMENT SHOWN ON THIS PLAT, FOR THE BENEFIT OF OSCEOLA COUNTY FOR DRAINAGE OF COUNTY ROAD 532.
15. A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED OVER TRACTS "RW-1", "RW-2" AND "RW-3". THE ACCESS AND DRAINAGE EASEMENT SHOWN ON THIS PLAT AND THE DRAINAGE AND MAINTENANCE EASEMENT SHOWN ON THIS PLAT, FOR USE OF UNDERGROUND STORMWATER DRAINAGE PIPES AND FACILITIES AND ABOVE GROUND INLET STRUCTURES TO BE CONSTRUCTED THEREIN OR THEREON, FOR THE BENEFIT OF OSCEOLA COUNTY FOR DRAINAGE OF COUNTY ROAD 532.
16. A NON-EXCLUSIVE EASEMENT FOR ACCESS AND DRAINAGE IS HEREBY DEDICATED OVER THE ACCESS AND DRAINAGE EASEMENT SHOWN ON THIS PLAT AND THE POND 3 DRAINAGE EASEMENT SHOWN ON THIS PLAT, TO THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT. THE AREAS OF SUCH ACCESS AND DRAINAGE EASEMENT, SUCH DRAINAGE AND MAINTENANCE EASEMENT, AND SUCH POND 3 DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.
17. A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT IS HEREBY DEDICATED OVER TRACTS "RW-1", "RW-2" AND "RW-3" FOR THE BENEFIT OF ALL PROPERTY OWNERS OF PROPERTY WITHIN THIS PLAT.
18. A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT IS HEREBY DEDICATED OVER THE OUTPARCEL ROAD ACCESS & UTILITY EASEMENT SHOWN ON THIS PLAT FOR THE BENEFIT OF ALL PROPERTY OWNERS OF PROPERTY WITHIN THIS PLAT. THERE ARE PUBLIC USE RIGHTS OVER AND ACROSS THE OUTPARCEL ROAD ACCESS & UTILITY EASEMENT SHOWN ON THIS PLAT, INCLUDING A PERPETUAL EASEMENT AND RIGHT OF INGRESS/EGRESS TO, AND FOR, THE BENEFIT OF DELIVERY AND PICKUP SERVICES, FIRE PROTECTION SERVICES, POLICE SERVICES, AMBULANCE SERVICES AND OTHER AUTHORITIES OF LAW, UNITED STATES MAIL CARRIERS AND REPRESENTATIVES OF UTILITIES.
19. THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS PLAT HEREBY DEDICATES AND GRANTS TO TOHOPEKAUGA WATER AUTHORITY (TWA), ITS SUCCESSORS AND ASSIGNS, PERPETUAL NON-EXCLUSIVE UTILITY EASEMENTS IN, TO, OVER, ACROSS AND UNDER TRACTS "RW-1", "RW-2" AND "RW-3" AS DEPICTED ON THIS PLAT AND THE OUTPARCEL ROAD ACCESS & UTILITY EASEMENT SHOWN ON THIS PLAT FOR THE PURPOSE OF INGRESS AND EGRESS TO, AND INSTALLING, MAINTAINING, REPAIRING, RECONFIGURING, AND RECONSTRUCTING WATER, WASTEWATER AND REUSE WATER UTILITIES AND ASSOCIATED FACILITIES WITHIN SAID EASEMENTS. THE OWNER MAY CONTINUE TO USE THE SURFACE OF THE EASEMENT AREAS FOR ANY LAWFUL PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE EASEMENT RIGHTS GRANTED HEREIN INCLUDING THE RIGHT TO IMPROVE THE EASEMENT AREAS, WHICH IMPROVEMENTS MAY INCLUDE A ROADWAY, PARKING, PAVING, SIDEWALKS, LIGHTING, LANDSCAPING, GREEN SPACES, RECREATIONAL AREAS, AND DRIVE AISLES FOR MOTOR VEHICLES UPON WRITTEN NOTICE TO AND WRITTEN APPROVAL FROM TWA. NO PERMANENT STRUCTURES OR IMPROVEMENTS, SUCH AS BUILDINGS, WALLS OR FOUNDATIONS, SHALL BE CONSTRUCTED, INSTALLED OR PLACED ON, OVER OR ACROSS SUCH UTILITY EASEMENTS. TWA, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT AND AUTHORITY TO CLEAR THE EASEMENT AREAS OF TREES, LIMBS, VEGETATION, AND OTHER PHYSICAL OBJECTS WHICH ENDANGER OR INTERFERE WITH THE SAFE OR EFFICIENT INSTALLATION, OPERATION OR MAINTENANCE OF FACILITIES EXISTING WITHIN THE UTILITY EASEMENTS.
20. THE DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 547, PAGE 441 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, IMPACTS PORTIONS OF THE LANDS WITHIN TRACT "FD-1" SHOWN HEREON, BUT IS NOT PLOTTABLE. THE REFERENCE TO THE FOREGOING INSTRUMENT IS NOT INTENDED TO REMITPOSE SAME.
21. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REUNION RESORT & CLUB OF ORLANDO, RECORDED IN OFFICIAL RECORDS BOOK 1990, PAGE 1654, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AS AMENDED.



VICINITY MAP
NOT TO SCALE

SHEET INDEX

- SHEET 1 - COVER
SHEET 2 & 3 - OVERALL REFERENCE BOUNDARY
SHEET 4 - TRACTS OS-1, OS-2 & Lots 1-6
SHEET 5 - TRACTS RW-1, RW-2, RW-3 & LS-1
SHEET 6 - TRACTS RP-1, RP-2, OS-3 & OS-4
SHEET 7 - POND 3 DRAINAGE EASEMENT
SHEET 8 - TRACT FD-1
SHEET 9 - TRACT FD-1

LEGAL DESCRIPTION:

PARCEL 1-C, REUNION VILLAGE 1C, AS FILED AND RECORDED IN PLAT BOOK 16, PAGES 100 THROUGH 103, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
CONTAINS 108.85 ACRES MORE OR LESS.

PLAT

BOOK 27

PAGE 178

"REUNION VILLAGE 1C REPLAT"

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the limited liability company named below, being the owner in fee simple of the lands shown hereon, does hereby dedicate said lands and plat for the uses and purposes herein expressed, and hereby dedicates to Osceola County (i) the Blanket Ingress/Egress Easements over Tracts "RP-1", "RP-2", "RW-1", "RW-2", "RW-3", the Access and Drainage Easement shown hereon, the Drainage and Maintenance Easement shown hereon and the Pond 3 Drainage Easement shown hereon, as described in Note 3 hereon; (ii) each Drainage Easement as described in Notes 14 and 15 hereon; and (iii) the Public Use Rights over Tracts "RW-1", "RW-2" and "RW-3" and the Outparcel Road Access & Utility Easement shown hereon, as described in Notes 4 and 18 hereon.

IN WITNESS WHEREOF, the undersigned has executed this Dedication on the 21 day of Jan, 2019.

EHOF ACQUISITIONS II, LLC,
a Delaware limited liability company

By: Encore Housing Opportunity Fund II
General Partner, LLC,
a Delaware limited liability company,
Manager

By: AF Encore Management, LLC,
a Florida limited liability company,
Executive Managing Member

By: Arthur J. Falcone
Arthur J. Falcone, Manager

SIGNED IN THE PRESENCE OF:

Alfred Phillips
SIGNATURE
PRINTED NAME

Arthur J. Falcone
SIGNATURE
PRINTED NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this 21 day of Jan, 2019, by Arthur J. Falcone, Manager of AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member of Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, Manager of EHOF Acquisitions II, LLC, a Delaware limited liability company, on behalf of said limited liability company. He is personally known to me.

NOTARY PUBLIC
My Commission Expires 5/7/2022

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, IS A LICENSED AND REGISTERED SURVEYOR AND MAPPER, THAT THE FOREGOING PLAT WAS PREPARED BY HIM UNDER HIS DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN FOUND OR PLACED AND PERMANENT CONTROL POINTS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND OSCEOLA COUNTY LAND DEVELOPMENT CODE. THE LAND DESCRIBED HEREON LIES IN SECTION 27, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA.

KTM FRANKLIN
CERTIFICATE OF AUTHORIZATION NUMBER LB 6605
1368 EAST VINE STREET
KISSIMEE, FLORIDA 34744
PHONE: (407) 846-1218

DATE: 1/29/2019 BY: Barry W. Prewitz, P.S.M.
FLORIDA REGISTERED SURVEYOR AND MAPPER
REGISTRATION NO. PSM 5267

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING OSCEOLA COUNTY

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER. PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE: Barry W. Prewitz DATED: 2-20-2019
PRINT NAME: Barry W. Prewitz REGISTRATION NO: PSM 5267

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO OSCEOLA COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT ON March 04, 2019 THAT THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF OSCEOLA COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA.

CHAIRMAN OF THE BOARD: Walter
CLERK OF THE BOARD: Rachael Wilderworth

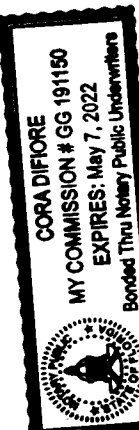
CERTIFICATE OF APPROVAL COUNTY ENGINEER

EXAMINED ON 2/19/2019
AND
APPROVED BY: Armando Ramirez
COUNTY ENGINEER

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE OSCEOLA COUNTY LAND DEVELOPMENT CODE AND WAS FILED FOR RECORD ON

March 11, 2019 AT 02:31:43 PM
FILE NO. 2019030980
Armando Ramirez By: Armando Ramirez Deputy Clerk
CLERK OF THE CIRCUIT COURT IN AND FOR OSCEOLA COUNTY, FLORIDA



Franklin
ENGINEERS & PLANNERS

ABBREVIATIONS:

FCM NOD = FOUND CONCRETE MONUMENT NO IDENTIFICATION
— — — — — DENOTES CENTERLINE
A.E. = ACCESS EASEMENT
BLVD. = BOULEVARD
CA = COMMON AREA
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CDD = COMMUNITY DEVELOPMENT DISTRICT
CL = CENTERLINE
(C) = CALCULATED
(D) = DESCRIBED
C = CHORD DISTANCE
CM = CONCRETE MONUMENT
COR = CORNER
CONSV. = CONSERVATION
CR = COUNTY ROAD
D.E. = DRAINAGE EASEMENT
DUE = DRAINAGE & UTILITY EASEMENT
ESMT = EASEMENT
EX = EXISTING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIP = FOUND IRON PIPE
FND = FOUND
GOV'T = GOVERNMENT
ID = IDENTIFICATION
J.A.E. = JOINT ACCESS EASEMENT
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
NR = NON-RADIAL
NTS = NOT TO SCALE

RP = RADIUS POINT
RAD = DENOTES RADIAL
RGE = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
S.E. = SIDEWALK EASEMENT
S.E. & U.E. = SIDEWALK & UTILITY EASEMENT
SR = STATE ROAD
SUE = SIDEWALK & UTILITY EASEMENT
TWP = TOWNSHIP
TYP = TYPICAL
UE = UTILITY EASEMENT
N = NORTH
E = EAST
S = SOUTH
W = WEST

- DENOTES FOUND PERMANENT REFERENCE MONUMENTS (5/8" REBAR & CAP - CAP STAMPED: "LB 6383")
□ DENOTES FOUND PERMANENT REFERENCE MONUMENTS (4"x4" CM - CAP STAMPED "LB 6383")
● DENOTES SET PERMANENT CONTROL POINT (NAIL & DISC - DISC STAMPED: "LB 6605")
● DENOTES SET 5/8" REBAR & CAP (UNLESS NOTED) (CAP STAMPED: "LB 6605") (PRM)
- △ DENOTES CENTRAL ANGLE
✱ DENOTES SECTION CORNER
▶▶ DENOTES 1/4 SECTION CORNER
✱ DENOTES SECTION CORNER ● RANGE LINE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

REUNION VILLAGE PHASE 4 & 5

BEING A REPLAT OF TRACT FD-2, REUNION VILLAGE PHASE 3, AS
RECORDED IN PLAT BOOK 29, PAGES 53 THROUGH 60, OF THE PUBLIC
RECORDS OF OSCEOLA COUNTY, FLORIDA

BEING A PORTION OF SECTIONS 27 & 34 - TOWNSHIP 25
SOUTH - RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA

PLAT NOTES:

1. BEARINGS BASED ON THE RECORD PLAT OF REUNION VILLAGE 1C REPLAT, BEING N40°08'26"E, ALONG THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 4, PER THE REUNION VILLAGE 1C REPLAT, RECORDED IN PLAT BOOK 27, PAGES 178 THROUGH 186, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA (THE "REUNION VILLAGE 1C REPLAT").

2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (SECTION 177.081 (28), FLORIDA STATUTES).

3. OSCEOLA COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, TRACTS RP-4, RP-5, RP-6, RP-7, RP-8, RP-9, RP-10 and RP-11, ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND ALL DRAINAGE & UTILITY EASEMENTS SHOWN ON THIS PLAT, INCLUDING WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, AND THE UNDERGROUND STORMWATER DRAINAGE PIPES AND FACILITIES AND ABOVE GROUND INLET STRUCTURES TO BE CONSTRUCTED IN OR ON TRACT RW-5. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF OSCEOLA COUNTY FOR SAID PURPOSE OVER SAID TRACTS RP-4, RP-5, RP-6, RP-7, RP-8, RP-9, RP-10, RP-11 and RW-5, ALL OF SAID DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND ALL OF SAID DRAINAGE & UTILITY EASEMENTS SHOWN ON THIS PLAT.

4. TRACT RW-5 IS A RIGHT OF WAY TRACT. TRACT RW-5 SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT. THE PUBLIC USE RIGHTS OVER AND ACROSS TRACT RW-5 INCLUDE A PERPETUAL EASEMENT AND RIGHT OF INGRESS/EGRESS TO, AND FOR, THE BENEFIT OF DELIVERY AND PICKUP SERVICES, FIRE PROTECTION SERVICES, POLICE SERVICES, AMBULANCE SERVICES AND OTHER AUTHORITIES OF LAW, UNITED STATES MAIL CARRIERS AND REPRESENTATIVES OF UTILITIES. THE STREETS WITHIN TRACT RW-5 SHALL BE SUBJECT TO THE JURISDICTION OF OSCEOLA COUNTY IN ESTABLISHING SPEED LIMITS AND TRAFFIC CONTROL DEVICES DEEMED NECESSARY AND APPROPRIATE BY OSCEOLA COUNTY.

5. TRACTS OS-9, OS-10, OS-11, OS-12, OS-13, OS-14, OS-15, OS-16, OS-17, OS-18, OS-19 and OS-20 ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.

6. TRACTS RP-4, RP-5, RP-6, RP-7, RP-8, RP-9, RP-10 and RP-11 ARE STORM WATER TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.

7. TRACTS R-2, R-3, R-4, R-5, R-6, R-7, R-8 and R-9 ARE RECREATION TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.

8. ALL LANDSCAPING ELEMENTS, INCLUDING TREES, WITHIN THE RIGHT OF WAY DESIGNATED AS TRACT RW-5 SHALL BE MAINTAINED BY THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT. TRACT RW-5 WILL BE CONVEYED BY SEPARATE INSTRUMENT.

9. THE STREET LIGHTS WITHIN TRACT RW-5 SHALL BE OWNED AND MAINTAINED BY THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, OR THE UTILITY PROVIDER, WHICHEVER MAY APPLY. TRACT RW-5 WILL BE CONVEYED BY SEPARATE INSTRUMENT.

10. THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS PLAT HEREBY DEDICATES AND GRANTS TO TOHOPEKA/KA WATER AUTHORITY (TWA), ITS SUCCESSORS AND ASSIGNS, A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT IN, TO, OVER, ACROSS AND UNDER TRACT RW-5 AS DEPICTED ON THIS PLAT FOR THE PURPOSE OF INGRESS AND EGRESS TO AND INSTALLING, MAINTAINING, REPAIRING, RECONFIGURING, AND RECONSTRUCTING WATER, WASTEWATER AND REUSE WATER UTILITIES AND ASSOCIATED FACILITIES WITHIN SAID EASEMENT. THE OWNER MAY CONTINUE TO USE THE SURFACE OF THE EASEMENT AREA FOR

ANY LAWFUL PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE EASEMENT RIGHTS GRANTED HEREIN INCLUDING THE RIGHT TO IMPROVE THE EASEMENT AREA, WHICH IMPROVEMENTS MAY INCLUDE A ROADWAY, PARKING, PAVING, SIDEWALKS, LIGHTING, LANDSCAPING, GREEN SPACES, RECREATIONAL AREAS, AND DRIVE AISLES FOR MOTOR VEHICLES UPON WRITTEN NOTICE TO AND WRITTEN APPROVAL FROM TWA. NO PERMANENT STRUCTURES OR IMPROVEMENTS, SUCH AS BUILDINGS, WALLS OR FOUNDATIONS, SHALL BE CONSTRUCTED, INSTALLED OR PLACED ON, OVER OR ACROSS SUCH UTILITY EASEMENT. TWA, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT AND AUTHORITY TO CLEAR THE EASEMENT AREA OF TREES, LIMBS, VEGETATION, AND OTHER PHYSICAL OBJECTS WHICH ENDANGER OR INTERFERE WITH THE SAFE OR EFFICIENT INSTALLATION, OPERATION OR MAINTENANCE OF FACILITIES EXISTING WITHIN THE UTILITY EASEMENT.

11. A NON-EXCLUSIVE UTILITY EASEMENT OVER TRACT RW-5 IS HEREBY DEDICATED TO THE PUBLIC. EACH INDIVIDUAL UTILITY PROVIDER SHALL MAINTAIN THEIR RESPECTIVE UTILITY FACILITIES LYING WITHIN EACH SUCH TRACT RW-5.

12. NON-EXCLUSIVE UTILITY EASEMENTS OVER, ACROSS, UNDER AND THROUGH ALL DRAINAGE & UTILITY EASEMENTS SHOWN ON THIS PLAT AND ALL UTILITY EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO (A) THE PUBLIC FOR THE INSTALLATION, MAINTENANCE AND USE OF UTILITIES; (B) DUKE ENERGY FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D/B/A DUKE ENERGY, ITS SUCCESSORS OR ASSIGNS FOR THE INSTALLATION, MAINTENANCE AND USE OF ELECTRIC UTILITY FACILITIES; AND (C) PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS OR ASSIGNS, FOR THE INSTALLATION, MAINTENANCE AND USE OF NATURAL GAS THROUGH 10.3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. EACH INDIVIDUAL UTILITY PROVIDER SHALL MAINTAIN THEIR RESPECTIVE UTILITY FACILITIES LYING WITHIN SUCH UTILITY EASEMENT AREAS.

13. NON-EXCLUSIVE EASEMENTS FOR DRAINAGE, MAINTENANCE AND ACCESS ARE HEREBY DEDICATED OVER, ACROSS, UNDER AND THROUGH ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND ALL DRAINAGE & UTILITY EASEMENTS SHOWN ON THIS PLAT TO THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT. THE EASEMENT AREAS SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE RESPECTIVE TRACT UPON WHICH EACH SUCH EASEMENT IS LOCATED.

14. ALL OF THE PROPERTY IN THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REUNION RESORT & CLUB OF ORLANDO, RECORDED IN OFFICIAL RECORDS BOOK 1990, PAGE 1854, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AS AMENDED, PURSUANT TO THAT CERTAIN THIRD SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REUNION RESORT & CLUB OF ORLANDO, RECORDED IN OFFICIAL RECORDS BOOK 2908, PAGE 1853, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("THIRD SUPPLEMENTAL DECLARATION"), WHICH THIRD SUPPLEMENTAL DECLARATION INCLUDED ALL OF THE PROPERTY WITHIN THE PLAT OF REUNION VILLAGE 1C, RECORDED IN PLAT BOOK 16, PAGES 100 THROUGH 103, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA (THE "REUNION VILLAGE 1C PLAT"). ALL OF THE PROPERTY WITHIN THE REUNION VILLAGE 1C PLAT WAS REPLATED IN THE REUNION VILLAGE 1C REPLAT. A PORTION OF THE PROPERTY WITHIN THE REUNION VILLAGE 1C REPLAT WAS REPLATED IN THE PLAT OF REUNION VILLAGE PHASE 3, RECORDED IN PLAT BOOK 29, PAGES 53 THROUGH 60, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA (THE "PHASE 3 PLAT"). THIS PLAT IS A REPLAT OF A PORTION OF THE PROPERTY WITHIN THE PHASE 3 PLAT.

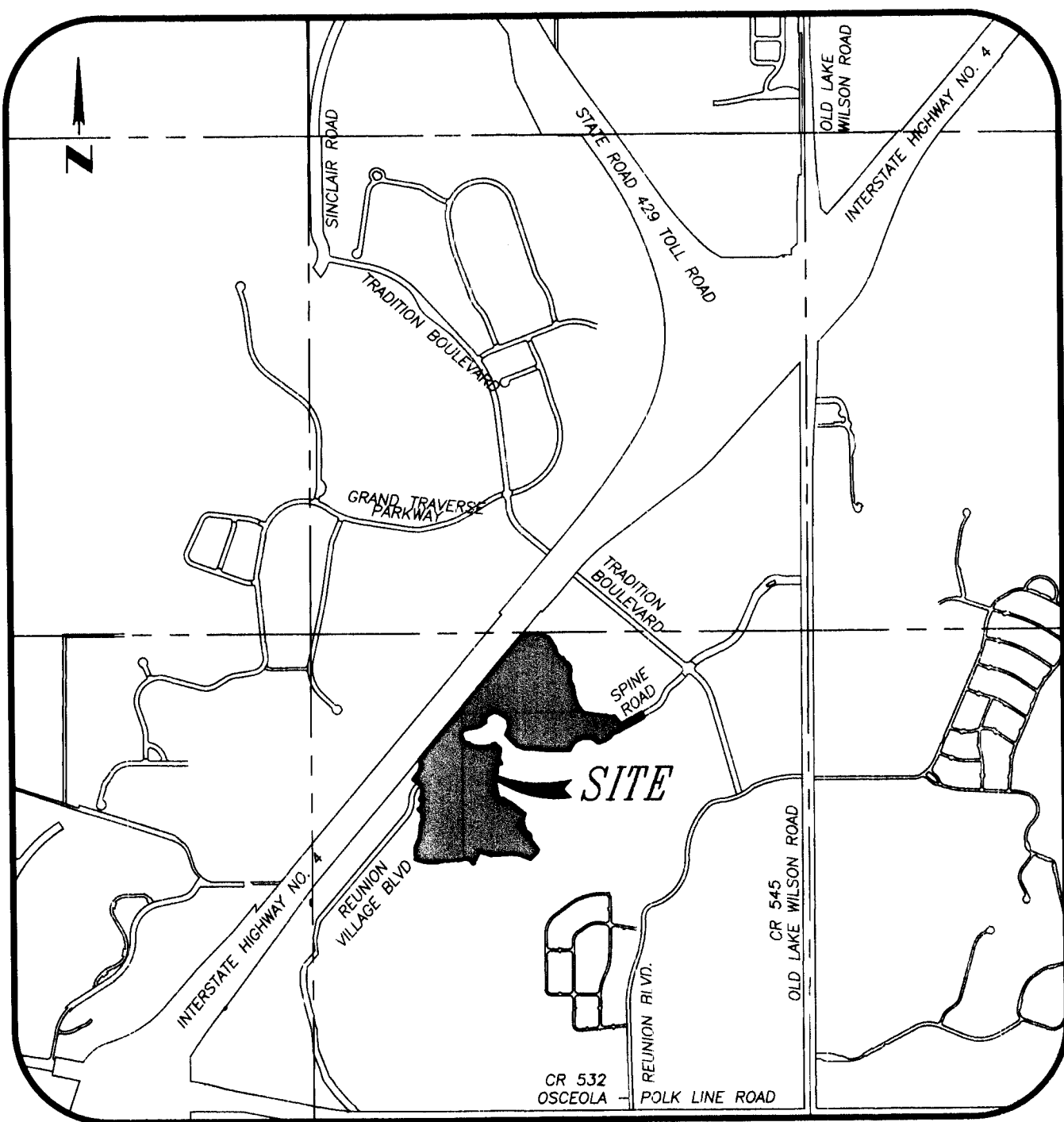
15. THERE SHALL BE A 5.00 FOOT WIDE DRAINAGE & UTILITY EASEMENT ALONG ALL SIDE LOT LINES OF ALL PLATTED LOTS ON THIS PLAT.

16. TRACT LS-2 IS DESIGNATED AS A LIFT STATION TRACT AND SHALL BE OWNED AND MAINTAINED BY THE TOHOPEKA/KA WATER AUTHORITY, AND WILL BE CONVEYED BY SEPARATE INSTRUMENT.

17. THE PROPERTY WITHIN THIS PLAT IS LOCATED WITHIN THE BOUNDARIES OF, AND SUBJECT TO THE ASSESSMENTS LEVIED BY, THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT.

18. NON-EXCLUSIVE EASEMENTS FOR ACCESS AND MAINTENANCE, INCLUDING FOR THE PLACEMENT AND MAINTENANCE OF IRRIGATION LINES, ARE HEREBY DEDICATED OVER, ACROSS, UNDER AND THROUGH ALL ACCESS, WALL & MAINTENANCE EASEMENTS SHOWN ON THIS PLAT TO THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT. THE EASEMENT AREAS SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE RESPECTIVE LOT UPON WHICH EACH SUCH EASEMENT IS LOCATED.

19. NON-EXCLUSIVE EASEMENTS FOR ACCESS AND MAINTENANCE, INCLUDING FOR THE PLACEMENT AND MAINTENANCE OF A RETAINING WALL, ARE HEREBY DEDICATED OVER, ACROSS, UNDER AND THROUGH ALL ACCESS, WALL & MAINTENANCE EASEMENTS SHOWN ON THIS PLAT TO THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT. THE EASEMENT AREAS SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE RESPECTIVE LOT UPON WHICH EACH SUCH EASEMENT IS LOCATED.



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET 1 - COVER
SHEET 2-3 - OVERALL REFERENCE BOUNDARY
SHEETS 4-9 - RESIDENTIAL LOT GEOMETRY

ABBREVIATIONS:

AME = ACCESS & MAINTENANCE EASEMENT
AMME = ACCESS, WALL & MAINTENANCE EASEMENT
BLVD. = BOULEVARD
----- DENOTES CENTERLINE
C = CHORD DISTANCE
CA = COMMON AREA
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CDD = COMMUNITY DEVELOPMENT DISTRICT
CL = CENTERLINE
CM = CONCRETE MONUMENT
CONSV. = CONSERVATION
COR = CORNER
CR = COUNTY ROAD
(C) = CALCULATED

(D) = DESCRIBED
DE = DRAINAGE EASEMENT
DUE = DRAINAGE & UTILITY EASEMENT
ESMT = EASEMENT
EX = EXISTING
FCM NOID = FOUND CONCRETE MONUMENT NO IDENTIFICATION
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIP = FOUND IRON PIPE
FND = FOUND
GOV'T = GOVERNMENT
ID = IDENTIFICATION
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
NR = NON-RADIAL
NTS = NOT TO SCALE

NOID = NO IDENTIFICATION
OA = OVERALL
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PRM = PERMANENT REFERENCE MONUMENT
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PNT = POINT OF NON-TANGENCY
PRC = POINT OF REVERSE CURVATURE
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
R = RADIUS
RD = ROAD

RP = RADIUS POINT
RAD = DENOTES RADIAL
RGE = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
SR = STATE ROAD
TWP = TOWNSHIP
TYP = TYPICAL
UE = UTILITY EASEMENT
N = NORTH
E = EAST
S = SOUTH
W = WEST

LEGEND:

- DENOTES FOUND PERMANENT REFERENCE MONUMENTS (5/8" REBAR & CAP - CAP STAMPED: "LB 6393")
- △ DENOTES CENTRAL ANGLE
- DENOTES SET 5/8" REBAR & CAP (CAP STAMPED: "PRM LB 6605")
- ✦ DENOTES SECTION CORNER
- DENOTES FOUND PERMANENT REFERENCE MONUMENTS (4"x4" CM -CAP STAMPED "LB 6393")
- ✧ DENOTES 1/4 SECTION CORNER
- ⊙ DENOTES SET PERMANENT CONTROL POINT (NAIL & DISC - DISC STAMPED: "LB 6605")
- DENOTES SET 5/8" REBAR & CAP (UNLESS NOTED) (CAP STAMPED: "LB 6605")
- ✶ DENOTES SECTION CORNER ● RANGE LINE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

PLAT
BOOK **31** PAGE **75**

REUNION VILLAGE PHASE 4 & 5 DEDICATION

Know all me by these presents that EHO Acquisitions II Borrower, L.L.C., a Delaware limited liability company, being the owner in fee simple of the lands shown hereon, does hereby dedicate said lands and plat for the uses and purposes herein expressed, and hereby dedicates to the Public: (i) the Blanket Ingress/Egress Easement over Tracts RP-4, RP-5, RP-6, RP-7, RP-8, RP-9, RP-10, RP-11 and RW-5, the Drainage Easements and the Drainage & Utility Easements shown hereon, as described in Note 3 hereon; (ii) the Public Use Rights over Tract RW-5, as described in Note 4 hereon; (iii) the Utility Easement over Tract RW-5, as described in Note 11 hereon; and (iv) the Utility Easements over all Drainage & Utility Easements shown hereon, as described in Note 12 hereon.

IN WITNESS WHEREOF, the undersigned has executed this Dedication on the 17 day of September, 2021.

EHO ACQUISITIONS II BORROWER, L.L.C.,
a Delaware limited liability company

By: EHO ACQUISITIONS II, L.L.C., a Delaware limited liability company, its sole member

By: Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, its Manager

By: AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member

By: Arthur J. Falcone, Manager

Signed in the presence of:

WITNESS SIGNATURE
REBECCA KOEK

PRINTED NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

WITNESS SIGNATURE
STEVEN DOUGHERTY

PRINTED NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of lines and/or physical presence, on the 17 day of September, 2021, by Arthur J. Falcone, Manager of AF Encore Management, LLC, a Florida limited liability company, Executive Managing Member of Encore Housing Opportunity Fund II General Partner, LLC, a Delaware limited liability company, Manager of EHO Acquisitions II, LLC, a Delaware limited liability company, the sole member of EHO Acquisitions II Borrower, L.L.C., a Delaware limited liability company, on behalf of said limited liability companies. He is personally known to me.

Notary Public
Printed Name or Stamp: Anna Landman

Commission # G623550

My Commission Expires 11/13/22

ANNA LANDMAN
MY COMMISSION # G623550
EXPIRES November 13, 2022

Commission # G623550

My Commission Expires 11/13/22

QUALIFICATION AND STATEMENT
OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, IS A LICENSED AND REGISTERED SURVEYOR AND MAPPER, THAT THE FOREGOING PLAT WAS PREPARED BY HIM UNDER HIS DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN FOUND OR PLACED AND PERMANENT REFERENCE POINTS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND OSCEOLA COUNTY LAND DEVELOPMENT CODE, THE LAND DESCRIBED HEREON LIES IN SECTIONS 27 & 34, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA.

KPM FRANKLIN
CERTIFICATE OF AUTHORIZATION NUMBER LB 6605
1012 EMMETT STREET, SUITE A
KISSIMMEE, FLORIDA 34741
PHONE: (407) 846-1216
DATE: 9-21-2021 BY: JOHN M. POLICE, P.S.M.
FLORIDA REGISTERED SURVEYOR AND MAPPER
REGISTRATION NO. PSM 6811

CERTIFICATE OF APPROVAL BY
SURVEYOR REPRESENTING OSCEOLA COUNTY

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE: [Signature] DATED: 10/20/2021

PRINT NAME: PAULY HANSON REGISTRATION NO: 629

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO OSCEOLA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY
DEVELOPMENT REVIEW COMMITTEE

THIS IS TO CERTIFY, THAT ON 11/9/2018 THE PRECEDING PRELIMINARY SUBDIVISION PLAN WAS APPROVED BY THE BOARD OF COUNTY COMMISSION AND THAT THE FOREGOING PLAT IS SUBSTANTIALLY CONSISTENT WITH THE BOARD OF COUNTY COMMISSION APPROVED PRELIMINARY SUBDIVISION PLAN AND THEREBY AS AUTHORIZED BY OSCEOLA COUNTY ORDINANCE #18-10 AND FLORIDA STATUTES 177.071(2) WAS APPROVED ON 10/20/2021 BY THE OSCEOLA COUNTY DEVELOPMENT REVIEW COMMITTEE OF OSCEOLA COUNTY, FLORIDA.

CHAIRMAN OF THE DEVELOPMENT REVIEW COMMITTEE
ATTEST: DRG COORDINATOR

CERTIFICATE OF APPROVAL
COUNTY ENGINEER

EXAMINED ON 10/20/2021
AND APPROVED BY [Signature]
COUNTY ENGINEER

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE OSCEOLA COUNTY LAND DEVELOPMENT CODE AND WAS FILED FOR RECORD ON October 25, 2021 AT 01:24:05 PM

FILE NO. 2021165821

KELVIN SOLO, ESQ. BY: [Signature] D.C.

CLERK OF THE CIRCUIT COURT IN AND FOR OSCEOLA COUNTY, FLORIDA



1012 EMMETT STREET-SUITE A
KISSIMMEE, FL 34741 | PHONE (407) 846-1216
CERTIFICATE OF AUTHORIZATION: 32059
EB NO. 8336 | LB NO. 6605
E-MAIL: SURVEY@KPMFRANKLIN.COM



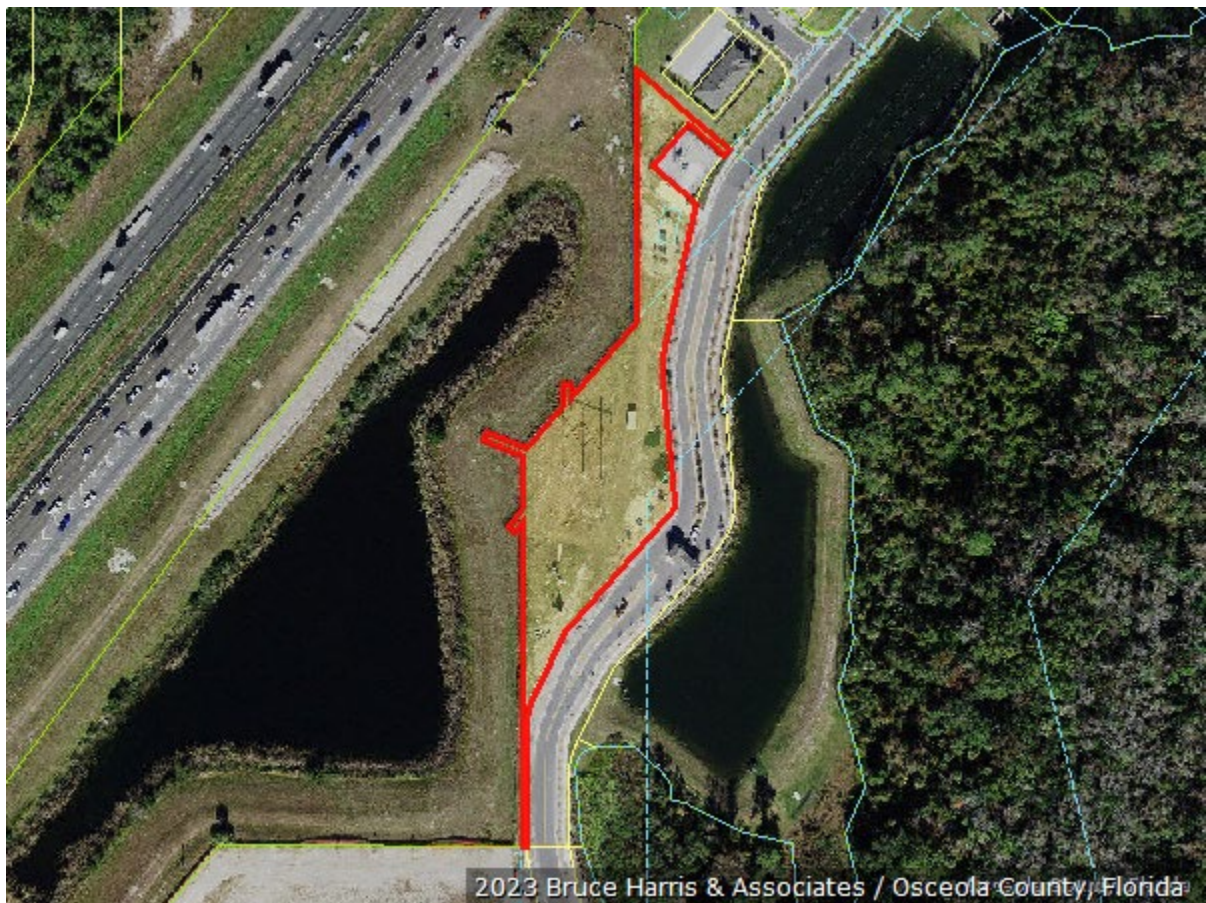
RW-1 of Reunion Village Phase 1C Replat (Right of Way)



Tract OS-1 of Reunion Village 1C Replat (Open Space)



Tract OS-3 of Reunion Village 1C Replat (Open Space)



Tract OS-4 of Reunion Village 1C Replat (Open Space)



Tract RW-5 of Reunion Village 4 & 5 Plat (Right of Way)



Tract RP-8 of Reunion Village 4 & 5 Plat (Storm Water)



Tract RP-9 of Reunion Village 4 & 5 Plat (Storm Water)



Tract RP-11 of Reunion Village 4 & 5 Plat (Storm Water)

SECTION XI

SECTION A



910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

TO Reunion CDD
c/o GMS

Attention: Alan
ascheerer@gmscfl.com

PHONE	FAX	DATE 04/06/23
PROPOSAL #		23-0142-01
JOB NAME/LOCATION Reunion Decorative Signs 2023		
Stop Signs		

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
<u>Stop Sign & Street Name Sign Combinations</u>					
	Grand Traverse Pkwy/Tradition Blvd	1	AS	\$ 2,100.00	\$ 2,100.00
	Tradition Blvd/Golden Bear Dr	1	AS	\$ 2,100.00	\$ 2,100.00
	Tradition Blvd/Whitemarsh Way	1	AS	\$ 2,100.00	\$ 2,100.00
	Tradition Blvd/Nicklaus Clubhouse	1	AS	\$ 2,100.00	\$ 2,100.00
	30" Stop Sign	2	AS	\$ 1,150.00	\$ 2,300.00
	30" Stop Sign (Sign Only) and Backer Plate	2	AS	\$ 600.00	\$ 1,200.00

Includes:

3" Fluted Round Poles - Black
Decorative Base - Black
Pineapple Finial - Gold
Backplate - Reunion Style
Removal of Existing Standard Signs/Poles

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Qualification: In the event that any vaccination requirements are a part of the project, then we withdraw our proposal.

Total:	\$ 11,900.00
Authorized Signature Chris Neal	Terms: Net 30 Proposal Valid for 90 Days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature

CONTACTS:	Estimating Department Phil Fausnight, President/Contracts Administrator John Bruce, Project Coordinator/Scheduling Cris Mercedes, Gen Admin, Insurance, Submittals	estimating@fausnight.com phil@fausnight.com john.bruce@fausnight.com cris@fausnight.com
------------------	---	--



910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

TO Reunion CDD
c/o GMS

Attention: Alan
ascheerer@gmscfl.com

PHONE	FAX	DATE
		04/06/23
PROPOSAL #		23-0142-02
JOB NAME/LOCATION		
Reunion Decorative Signs 2023		
Other Signs		

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
	Speed Limit 25 Sign 24"x30"	4	AS	\$ 1,150.00	\$ 4,600.00
	Golf Cart Crossing Symbol Sign 30"x30"	4	AS	\$ 1,150.00	\$ 4,600.00
	Stop Ahead Symbol Sign 30"x30"	5	AS	\$ 1,150.00	\$ 5,750.00
	Stop Ahead Symbol Sign 30"x30"with 1250 Ft Sign 24"x12" Under Stop Ahead	1	AS	\$ 1,275.00	\$ 1,275.00
	Right Lane Must Turn Right Sign 30"x30" with Right Arrow Plaque	1	AS	\$ 1,375.00	\$ 1,375.00
	Yield Ahead Sign 30"x30"	1	AS	\$ 1,150.00	\$ 1,150.00
	Pedestrian Sign 30"x30" with Arrow Sign 24"x12"	8	AS	\$ 1,275.00	\$ 10,200.00
	Pedestrian Sign 30"x30" with Ahead Sign 24"x12"	5	AS	\$ 1,275.00	\$ 6,375.00

Includes:

3" Fluted Round Poles - Black
Decorative Base - Black
Pineapple Finial - Gold
Backplate - Standard Style (no Reunion Logo)
Removal of Existing Standard Signs/Poles

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Qualification: In the event that any vaccination requirements are a part of the project, then we withdraw our proposal.

Total:	\$ 35,325.00
Authorized Signature	Terms: Net 30
Chris Neal	Proposal Valid for
	90 Days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature

CONTACTS: Estimating Department
Phil Fausnight, President/Contracts Administrator
John Bruce, Project Coordinator/Scheduling
Cris Mercedes, Gen Admin, Insurance, Submittals

estimating@fausnight.com
phil@fausnight.com
john.bruce@fausnight.com
cris@fausnight.com

Yellow- Ped/Arrow

Orange- Stop with IDs

Blue- Stop Ahead

Red- Ped/Ahead

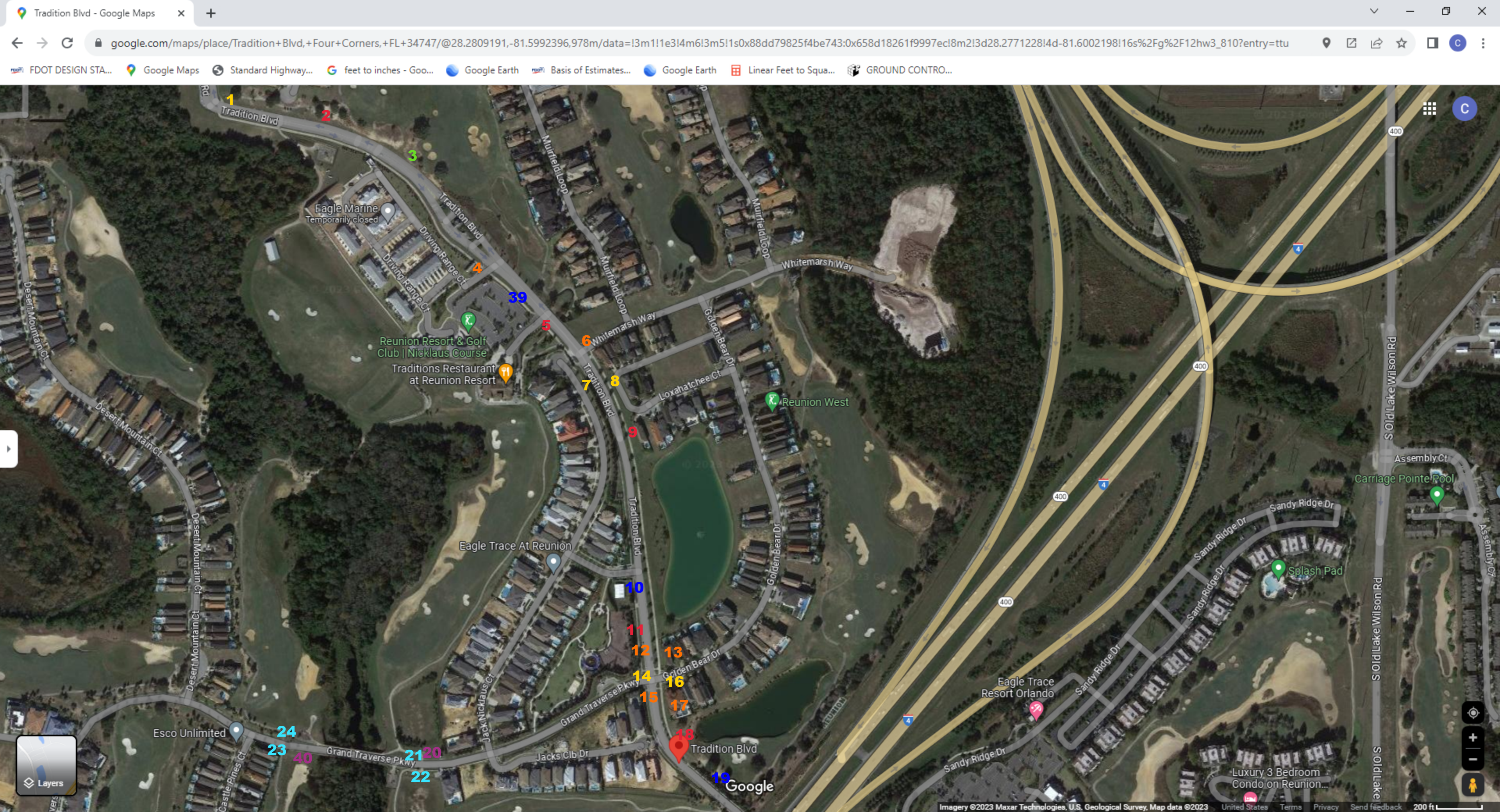
Green- Right Turn Must Turn Right

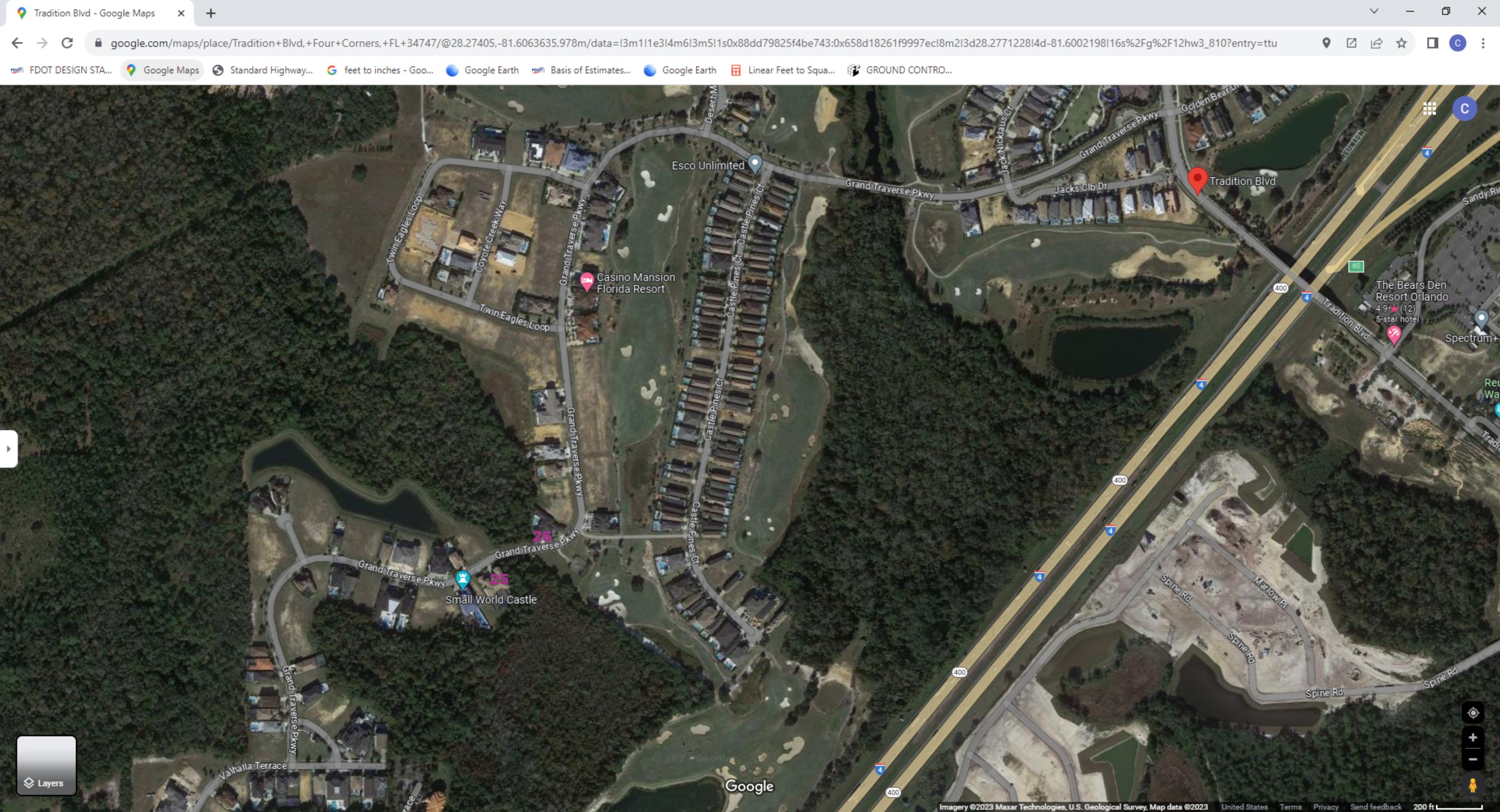
Teal- Golf Cart Xing

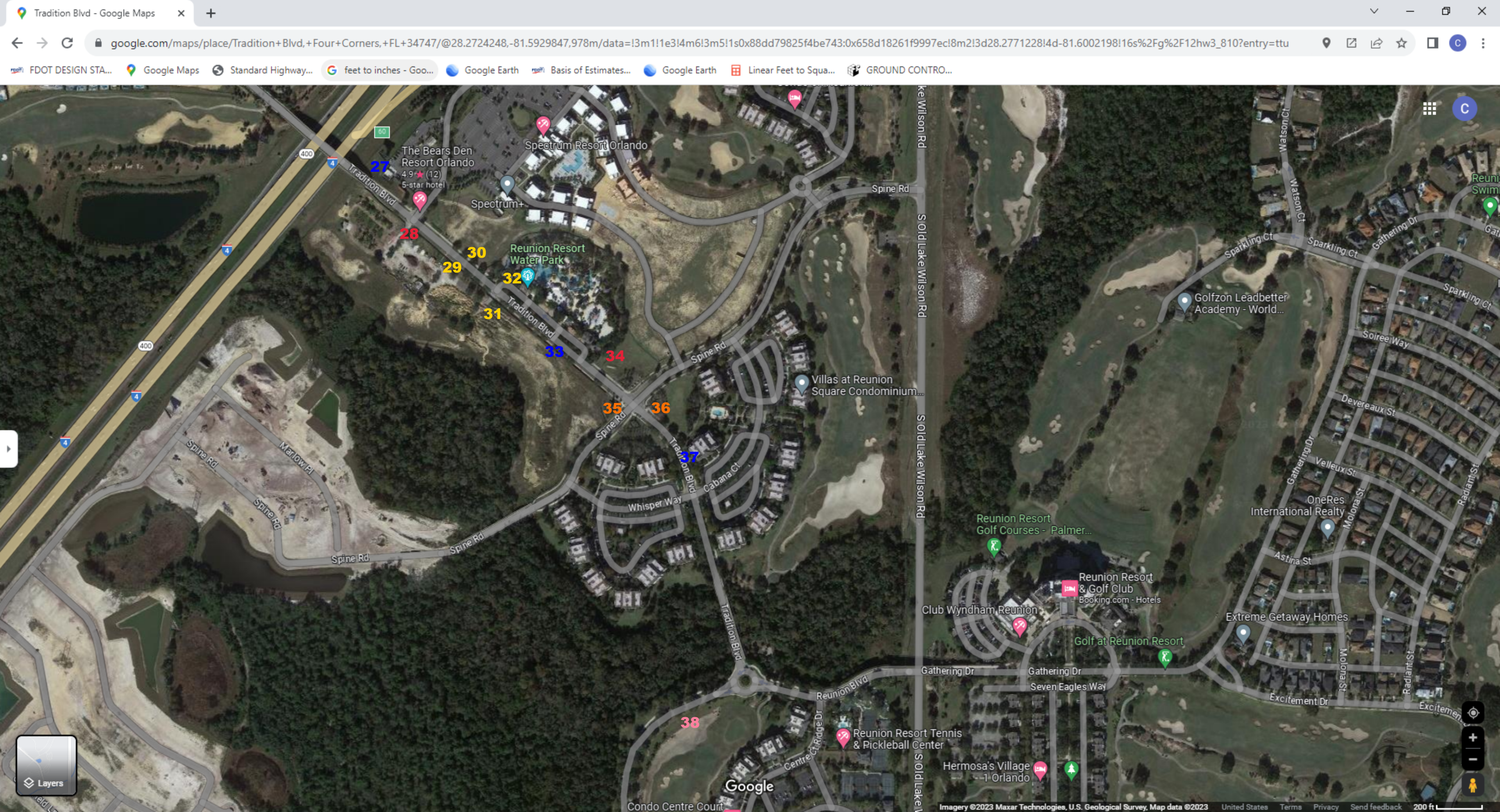
Purple- Speed Limit 25

Pink- Yield Ahead

- 1. Ped/Arrow**
- 2. Ped/Ahead**
- 3. Right Turn Must Turn Right**
- 4. Stop/ With ID's**
- 5. Ped/Ahead**
- 6. Stop/ With ID's**
- 7. Ped/Arrow**
- 8. Ped/Arrow**
- 9. Ped/Ahead**
- 10. Stop Ahead**
- 11. Ped/Ahead**
- 12. Stop/ 4 Way- No ID's**
- 13. Stop/ 4 Way/ ID's**
- 14. Ped/Arrow**
- 15. Stop/4 Way/ID's**
- 16. Ped/Arrow**
- 17. Stop/ 4 Way-No ID's**
- 18. Ped/Ahead**
- 19. Stop Ahead/ With Distance Panel 350'- mounted to pole**
- 20. Speed Limit 25**
- 21. Golf Cart Xing**
- 22. Golf Cart Xing**
- 23. Golf Cart Xing**
- 24. Golf Cart Xing**
- 25. Speed Limit 25**
- 26. Speed Limit 25**
- 27. Stop Ahead/With Distance Panel 1250'**
- 28. Ped/Ahead**
- 29. Ped/Arrow**
- 30. Ped/Arrow**
- 31. Ped/Arrow**
- 32. Ped/Arrow**
- 33. Stop Ahead**
- 34. Ped/Ahead**
- 35. New Stop Panel, New Backer Plate- use existing black pole**
- 36. New Stop Panel, New Backer Plate- use existing black pole**
- 37. Stop Ahead**
- 38. Yield Ahead**
- 39. Stop Ahead**
- 40. Speed Limit 25**







SECTION B

PROPOSAL 344741

REUNION EAST CDD



Submitted to

CONTACT ALAN SHEERER
ADDRESS 1408 HAMLIN AVE. UNIT E
ST. CLOUD FL 34771

PHONE
EMAIL ascheerer@gmscfl.com FAX

ESTIMATE # 001-23-344741
DATE 6/19/2023
WRITTEN BY DARREN UNER
REFERENCE

Project Detail - Page 1

LOCATION REUNION WEST CDD DISTANCE 50 COORDINATES
PROJECT NAME CUSTOM STREET SIGNS -TRADITION BLVD.

Items

		PRICE EACH	QTY	TOTAL
1	STREET SIGNAGE, CUSTOM A: DECORATIVE STOP SIGN WITH 2 BLADES	\$1,838.00	1	\$1,838.00
2	STREET SIGNAGE, CUSTOM B: DECORATIVE STOP SIGN WITH 2 BLADES AND 4-WAY	\$1,988.80	4	\$7,955.20
3	STREET SIGNAGE, CUSTOM C: DECORATIVE STOP SIGN ONLY	\$1,013.40	2	\$2,026.80
4	STREET SIGNAGE, CUSTOM D: DECORATIVE STOP SIGN ONLY AND 4-WAY	\$1,152.90	4	\$4,611.60
5	STREET SIGNAGE, CUSTOM E: DECORATIVE STOP AHEAD WITH STRAIGHT ARROW	\$1,040.75	3	\$3,122.25
6	STREET SIGNAGE, CUSTOM E1 AND E2: DECORATIVE STOP AHEAD WITH ARROW AND FEET INDICATION	\$1,236.50	2	\$2,473.00
7	STREET SIGNAGE, CUSTOM F: DECORATIVE PED XING AND AHEAD	\$1,236.50	7	\$8,655.50
8	STREET SIGNAGE, CUSTOM G: DECORATIVE PED XING AND ARROW	\$1,236.50	7	\$8,655.50
9	STREET SIGNAGE, CUSTOM H: DECORATIVE RIGHT LANE MUST TURN RIGHT	\$1,040.75	1	\$1,040.75
10	LABOR / INSTALLATION, INSTALL, ORLANDO, LOCAL 45+ ESTIMATED INSTALLATION	\$4,285.00	1	\$4,285.00

PRE-TAX TOTAL \$44,663.60
EST TAX (.065) \$0.00

TOTAL \$44,663.60

Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requested for customer approval.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

ONSIGHT INDUSTRIES, LLC.

DARREN UNER

NAME

6/26/2023

DATE

Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



SIGNATURE

NAME

DATE

Items	PRICE EACH	QTY	TOTAL
900 CENTRAL PARK DR., SANFORD, FL 32771-6634 P: 407.830.8861 • F: 407.830.5569			

SECTION XII



To: Reunion East Community Development District Board of Supervisors

From: District Counsel (Jan Albanese Carpenter, Esq. and Kristen Trucco, Esq.)

Re: Irrigation Water System Operating Agreement

Date: August 2, 2023

For a number of years we have worked with counsel for Kingwood Orlando Reunion Resort, LLC (“Kingwood”) and the District’s bond counsel to implement an operating agreement for the irrigation water system throughout the community (the “Agreement”). Although residents will not notice any changes stemming from this Agreement on a day-to-day basis, it is in the best interest of the District to memorialize the parties’ obligations and understanding of legal interests in the system, including maintenance and operation duties, in order to provide clarity and in order to ensure compliance with law. As background, the developer of Reunion, through the Master HOA, had operated the system but there was a dispute at one time about the District’s legal interests in portions of the irrigation system (which were funded, at least in part, by tax-exempt bonds).

Attached is a copy of the draft Agreement for your review. Under the Agreement, Kingwood acknowledges the District’s legal interests in public portions of the system and states that Kingwood will continue to manage the sourcing, storage and supply of irrigation water (both through the use of groundwater and reclaimed water, as permitted by Tohopekaliga Water Authority (“TOHO”)) and will continue to manage, operate, maintain, repair, replace and monitor the interconnected irrigation system for the community and ensure compliance with the South Florida Water Management District’s consumptive use permit. Kingwood further agrees to follow a rate making process, as set forth in Paragraph 4 of the Agreement, including furnishing the District with proposed cost and rate changes for irrigation services for review and approval at least 90 days prior to the time proposed changes are intended to take effect, and agrees to use good faith and commercially reasonable measures for any future cost modifications, including Consumer Price Index percentage changes for “Water and Sewer Maintenance,” and percentage changes in the retail rate for reclaimed water published by TOHO, etc. Under Paragraph 4 of the Agreement, Kingwood also agrees that the rates set forth in the Agreement are similar or equivalent to rates of other TOHO supplied communities in Central Florida and that Kingwood has retained a professional rate-making consultant to provide support for such rates. Attached as Exhibit “A” is a data comparison worksheet showing the blended average rates (for the “Base Assessment” plus “Services Area Assessment”) for other providers. For comparison purposes: the District’s blended average is **\$38.42**; TOHO’s blended average is **\$39.23**; and TOHO’s Encore Club’s blended average in 2019 was **\$81.66**.

Kingwood further agrees that the District will not be charged for irrigation services, in exchange for Kingwood’s use of the District’s portions of the irrigation system (for the sole purpose of providing irrigation services to the community) and that Kingwood is responsible for obtaining and paying for all necessary permits and other governmental approvals related to the system.

Kingwood is further required to indemnify, hold harmless and defend the District against any and all liabilities, claims, penalties, suits, fines, losses and liabilities, and all costs and expenses incident to such, arising out of Kingwood's breach of any provision of the Agreement and/or any negligent or intentional act or omission of Kingwood related to the Agreement, and Kingwood agrees to promptly repair any damage caused to property and/or improvements owned by the District.

The first step is to approve the Agreement to memorialize the operation and use of the District's system by Kingwood/Association. The next step is procedural: to schedule a public hearing for the District to confirm the 2023 Rate Schedule attached to the Agreement as Exhibit "A." We have requested any additional back-up on the 2023 rates and we will make that available to you prior to the actual public hearing.

As always, please contact one of us prior to the meeting, by email at jcarpenter@lathamluna.com or ktrucco@lathamluna.com or by telephone at 407-481-5872 or 407-481-5806, if you have any questions or would like to discuss this Agreement further.

Irrigation Water System Operating Agreement

This Irrigation Water System Operating Agreement (this “**Agreement**”) is made and entered into as of _____, 2023 by and among **Kingwood Orlando Reunion Resort, LLC**, a Florida limited liability company (“**Kingwood**”), as successor to GINN-LA ORLANDO, LLP, a Georgia limited partnership, and the **Reunion East Community Development District**, a special purpose unit of local government pursuant to Chapter 190, *Florida Statutes* (the “**Reunion East CDD**”) and their successors and assigns.

Background Information

1. The Reunion East CDD was established pursuant to the Board of County Commissioners for Osceola County Ordinance Number 01-31 and Chapter 190, *Florida Statutes*, and has been expanded to include approximately 1,279 acres located in unincorporated Osceola County, Florida (“**Community**”).
2. Within the Community it is estimated that there is a total of approximately 576 irrigated acres comprised of approximately 323 acres of golf course turf and 253 acres of landscaping within residential communities, road rights of way, amenity areas, condominium associations areas, commercial parcels, buffer areas, and other properties within the Community.
3. Kingwood owns the golf courses and resort areas within the Community and conducts operations on a daily basis, 24 hours per day, 7 days per week, employing a team of over 400 service professionals, including experts in irrigation and horticulture, landscape management, as well as engineering and utility systems.
4. Costs related to the Community’s irrigation system include its design, construction, and installation, including certain ponds, piping, wells, permits, control systems, monitoring systems and pumping systems (collectively, the “**Overall Irrigation System**”), as well as consulting fees and easement costs. The Reunion East CDD has a legal interest in certain public elements of the Overall Irrigation System used to provide irrigation services to residential, commercial and common landscaping areas within the Community, including those which may be located on Reunion East CDD property, within easements in favor of the Reunion East CDD, and within certain right-of way tracts within the Community. The Reunion East CDD’s contributions are evidenced by the use of tax-exempt bond funds for its portion of the construction of the Overall Irrigation System, developer contributions, and the District Engineer’s Reports. For ease of reference, and solely for the purposes of this Agreement, components of the Overall Irrigation System for which the Reunion East CDD has a legal interest shall be referred to as the “**District’s Irrigation System**.” Kingwood has a legal interest in certain private elements of the Overall Irrigation System, including those located on private property, within easements in favor of Kingwood on other properties, and within certain roadway tracts or public properties. Since installation, Kingwood has expended substantial funds on the Overall Irrigation System, including to procure the maintenance of permits and the replacement and maintenance of components of the Overall Irrigation System.

5. The parties agree that for the Term of this Agreement Kingwood shall manage the sourcing, storage, and supply of irrigation water (both groundwater and reclaimed water), and shall also continue to manage, operate, maintain, repair, replace (including capital repairs), and monitor the interconnected Overall Irrigation System for the Community and to do so, shall manage the District's Irrigation System, in accordance with the terms herein and applicable regulations/Florida law (the "**Irrigation Services**"). Individual property owners shall not maintain or operate any component of the Overall Irrigation System. Notwithstanding Kingwood's management of the District's Irrigation System under the terms of this Agreement, the Reunion East CDD retains its legal interest and associated rights (including, but not limited to, the ability to manage and control the District's Irrigation System) with respect to the District's Irrigation System.

6. Kingwood is the permittee for the consumptive use of irrigation water within the Community, as evidenced by the South Florida Water Management District ("**SFWMD**") Water Use Permit #49-01107-W ("**Permit**") and has maintained and renewed the Permit, submitted all monitoring reports, studies, and compliance data, and coordinated with the SFWMD and other interested parties. Kingwood has absorbed considerable cost associated with the Permit, compliance thereto, and its repeated renewal, efforts to cause changes in the source of irrigation water, along with other regulatory and governmental approvals and permits related to the Overall Irrigation System and Irrigation Services. Kingwood, as the successor to the master developer of the Community, and as declarant of the Reunion Resort & Club of Orlando Master Association, Inc., a Florida not for profit corporation (the "**Association**"), together with the Reunion East CDD, planned and designed the Community to be master managed with respect to landscape maintenance and Irrigation Services. Kingwood has implemented the management of privately and publicly landscaped and irrigation properties within the Community through self-performance and engagement of service providers to assist in the Overall Irrigation System operations.

7. The Reunion East CDD consents to Kingwood assigning and/or sharing its maintenance and billing obligations related to the Overall Irrigation System with the Association, in accordance with the terms herein. In the event Kingwood desires to use another entity for maintenance and billing obligations for the Overall Irrigation System, the prior written consent of the Reunion East CDD is required, which shall not be unreasonably withheld or delayed. Kingwood may assign to the Association the duty of assessing property owners (other than the Reunion East CDD) on a monthly basis, in accordance with the terms herein, through the rights, authorities and responsibilities granted by the Reunion Resort of Orlando Declaration of Covenants, Conditions, Restrictions, and Easements (the "**Declaration**"), which includes funds for the cost of landscaping and irrigation management.

8. The SFWMD had previously permitted the Community to continue to use groundwater as the primary source of irrigation water for the Community. Kingwood's predecessor and the Reunion East CDD planned, designed, and permitted the supply of irrigation water such that the Community could be self-sufficient and allowed the delivery of irrigation water at economically feasible rates.

9. The SFWMD has mandated that the Community use reclaimed water as the primary source of irrigation water when available instead of groundwater. The Tohopekaliga Water Authority ("**Toho**") is the entity responsible for treating and delivering reclaimed water to the

Community. Because of the mandate, Kingwood and Toho evaluated the existing reclaimed water infrastructure and determined it is inadequate to serve the entire Community and deliver the requisite irrigation water required for the landscaped and irrigated areas.

10. Kingwood, facilitated by the SFWMD, negotiated with Toho the supply of reclaimed water at levels approved in the existing Permit and to account for seasonal and diurnal variations in demand and water supply. Negotiations regarding the Permit and Toho reclaimed water supply culminated in the execution of an *Agreement Between the Tohopekaliga Water Authority and Kingwood Orlando Reunion Resort, LLC Regarding Reclaimed Water Delivery* (the “**2019 Toho Agreement**”), recorded in the public records of Osceola County, Florida (CFN#2019070175). The 2019 Toho Agreement includes the following provisions:

- i. Kingwood agreed to provide a new reclaimed water transmission line and associated infrastructure to provide reclaimed water to the Community using existing irrigation water facilities. Upon completion, Kingwood shall retain the new transmission line and associated infrastructure and shall convey to Toho the improvements upstream of the meter, and which are within public County Road 545.
- ii. The Community will be provided reclaimed water at a substantial reduction from Toho’s current market rates, a benefit that will translate into lower costs of Irrigation Services to property owners within the Community.
- iii. Specific acknowledgement of existing agreements which initially set forth options for service to the Community for potable water, wastewater, and reclaimed water; the 2019 Toho Agreement, represents that it does not in any way amend or modify the existing agreements:
 1. City of Kissimmee/Ginn-LA Orlando II, LLP, Water, Wastewater, and Reclaimed Water System Developer’s Service Agreement.
 2. Reunion Reclaimed Water Master Planning Interlocal Agreement.
 3. Reunion East Water Delivery Interlocal Agreement.
 4. Reunion West Easement and Reclaimed Water Delivery Interlocal Agreement.

11. SFWMD issued Kingwood a modified Permit that provides for the construction of the new reclaimed water transmission line, a period of testing and confirmation of performance for Toho’s delivery of reclaimed water, a transition of sources for irrigation water from groundwater as the primary source to reclaimed as the primary source, and ultimately for groundwater to be used as a supplemental and backup source of irrigation for the Community. The SFWMD also issued Toho modified water use permits related to the allocation of groundwater

withdrawal once Toho satisfies the requirements of delivery of reliable and quality service of reclaimed water to Kingwood of use as irrigation water for the Community.

12. Kingwood agrees to cooperatively assist in establishing rates to pay for Irrigation Services, with input and approval from the Reunion East CDD as set forth herein, which Kingwood will incorporate into the Association's billing/assessment of property owners, and which will satisfy applicable provisions of Chapter 190, *Florida Statutes*, including Section 190.035, *Florida Statutes*.

13. The Parties agree that it is in the best interest of the Community for (a) Kingwood to provide the Irrigation Services to a part of the Overall Irrigation System (now with the primary supply of irrigation coming from reclaimed water and use of supplemental groundwater as needed), and for (b) Kingwood to maintain, retain the Association or other approved management company, to exercise its governance to provide billing/assessment for the Irrigation Services provided by Kingwood to the Community, and (c) the Reunion East CDD to continue to contribute the use of the District's Irrigation System facilities in exchange for no charges to the Reunion East CDD for Irrigation Services; therefore, the Parties desire to enter into this Agreement to formalize their respective rights and responsibilities.

Operative Provisions

1. **Incorporation of Background Information.** The background information stated above is true and correct and is incorporated by reference as a material part of this Agreement. The parties have entered into this Agreement for the management of the Overall Irrigation System in an appropriate, cost-effective, and legally sufficient manner, to provide the Community with Irrigation Services and to assure compliance with Florida law.

2. **Control and Management Responsibility.** The parties agree that Kingwood shall manage and operate the District's Irrigation System in accordance with the standards set forth herein, applicable regulations and permits, and Florida law. Kingwood hereby accepts such duties. Notwithstanding the foregoing, the parties agree that the Reunion East CDD retains legal interest to the District's Irrigation System.

3. **License to Use and Access Reunion East CDD Infrastructure and Property.** Subject to the terms and conditions of this Agreement, the Reunion East CDD hereby grants Kingwood, its employees, agents, and contractors, a license to use and access Reunion East CDD irrigation infrastructure on Reunion East CDD's property or within the Reunion East CDD's easements for the sole purpose of providing Irrigation Services to the Community. Kingwood shall not cause damage to or materially and unnecessarily interfere, on a continuing and unmitigated basis, with the use, operation or maintenance of any property or improvements owned by the Reunion East CDD. Kingwood shall promptly repair any damage that Kingwood or its agents cause to property and/or improvements owned by the Reunion East CDD and shall maintain all property and/or improvements in a commercially reasonable, working condition.

4. Fee Schedule for Irrigation Services and Process for Increases.

a. Kingwood hereby acknowledges and agrees that the Reunion East CDD must adhere to the requirements of Chapter 190, *Florida Statutes*, as applicable, including the requirement that the Reunion East CDD must approve any rates charged for the District's Irrigation System, in accordance with the public hearing requirements for setting rates in Section 190.035, *Florida Statutes*. The costs for managing irrigation are to be borne by Kingwood, and shared by property owners through irrigation rates, excluding the Reunion East CDD.

b. The "**Rate Schedule Irrigation Service (2023 Rates)**" attached hereto as **Exhibit "A"**, details costs for Irrigation Services (the "**Rate Schedule**") for the calendar year 2023. Such rates remain in effect until approved by Reunion East CDD at a scheduled meeting. Kingwood warrants that the costs of the Irrigation Service bear a reasonable relationship to all costs Kingwood anticipates will be incurred in the following calendar year with respect to the provision of Irrigation Services (including adequate and prudent reserves).

c. Kingwood will use good faith commercially reasonable efforts to consider the following in developing future Irrigation Service cost modifications to propose to the Reunion East CDD:

- i. The percentage change in the Consumer Price Index for "Water and Sewerage Maintenance" as published by the United States Government Bureau of Labor Statistics;
- ii. The percentage change in the retail rate for reclaimed water as published by Toho;
- iii. The amount of irrigation water delivered relative to projected use amounts; and
- iv. Expected life cycles of District's Irrigation System components, reasonable and prudent extension of useful life, and associated plans for maintenance, repair and replacement and related reserves.
- v. Commercially reasonable management fees payable to the Association and to Kingwood for their services.

d. Kingwood will furnish the Reunion East CDD a copy of the proposed costs and rate changes for Irrigation Services for review and approval, at least 90 days prior to the time the proposed changes are intended to take effect.

e. Kingwood has acknowledged and agreed that all rates set forth reflect rates for the Irrigation Services rendered by Kingwood as outlined in this Agreement, are similar or equivalent rates of other Toho supplied communities in Central Florida; Kingwood will retain a rate-making

consultant to provide to the Reunion East CDD a detailed rate report to support Kingwood's proposed rates. The Reunion East CDD shall insure that the District's Irrigation System service rates are advertised to comply with the applicable provisions of Chapter 190, *Florida Statutes*.

f. Given the nature of the Overall Irrigation System, Capital Expenses will be included in the rates charged to the landowners. Kingwood will notify the Reunion East CDD, if, in the best judgment of Kingwood, any Capital Expense cannot be included in the rates charged to the landowners. Such notification must include a description of the Capital Expense and an explanation regarding why it cannot be included in the rates charged for the Overall Irrigation System to landowners. A "Capital Expense" is defined as any capital expenditure (not normal operational maintenance and repairs), upgrade or long-term repair that is in excess of \$50,000.

5. Duties of Kingwood.

a. Kingwood agrees to provide the Irrigation Services to the Community; including (without limitation) the timely payment to Toho for all reclaimed water supplied under the 2019 Toho Agreement. Kingwood shall be solely responsible for staffing, budgets, financing, billing and collection of fees, charges, etc., necessary to perform the operation and maintenance of responsibilities in this Agreement.

b. Kingwood shall cause all work related to the Irrigation Services to be done, furnished, and performed in a workmanlike manner and in accordance with the best management practices in the industry.

c. Kingwood shall use due care to protect and maintain the District's Irrigation System, other property of the Reunion East CDD and residents and landowners of the Community from damage. Kingwood shall make, or cause to be made, routine repair work and normal maintenance of the District's Irrigation System as required for the operation of and physical protection of the District's Irrigation System, or as required under applicable permits. Kingwood shall make or cause to be made, emergency repairs necessary for preservation of the District's Irrigation System and safety of persons or property, or to avoid any suspension of service.

d. Kingwood shall be responsible for obtaining and paying for all necessary permits and other governmental approvals relating to the Overall Irrigation System.

e. In connection with the Overall Irrigation System and Irrigation Services, Kingwood shall comply, and shall cause the Association to comply, with all applicable laws, statutes, regulations, rules, ordinances, policies, permits, orders, including operational, safety, insurance, and other requirements imposed by federal, state, county, or other regulatory agencies.

f. Kingwood acknowledges that the District is a special purpose government which must comply with all requirements of Florida law, including Chapter 190, *Florida Statutes*, and Chapters 119 and 286.

g. Kingwood shall promptly and properly (or shall cause) pay for all contractors retained, labor employed, materials purchase and equipment hired by, to perform under this

Agreement. Kingwood shall cause the District's Irrigation System to be free from any materialmen or mechanic liens and claims or notices in respect to such liens and claims which arise by reason of Kingwood's (or its agents including the Association) performance under this Agreement and Kingwood shall immediately discharge any such claim of lien.

h. Kingwood shall promptly investigate and provide a full written report to the District for all accidents or claims for damage relating to the operation and/or maintenance of the District's Irrigation System. The report shall include a description of any damage or destruction of property and the estimated cost of repair. Kingwood shall and shall cause the Association to cooperate and make any and all reports required by any insurance company of the District. Kingwood or the Association shall not file any claims or reports with the District's insurers, without the District's prior written consent.

i. Kingwood covenants and agrees that it does not and will not through the Term of this Agreement, hold more than 20% of the voting power on the Reunion East CDD's Board of Supervisors.

6. Initial Term, Renewal and Termination.

a. The initial term of this Agreement is 20 years from the date of this Agreement.

b. This Agreement shall automatically renew for three successive 20-year renewal periods, unless either party gives 180 days' notice of its intent not to renew unless earlier terminated pursuant to Section 6 below.

7. Early Termination. If Kingwood fails to provide Irrigation Services for 90 days (subject to the force majeure provisions below), and such failure jeopardizes adequate Irrigation Services to the Community that results in continuing, unmitigated, and material damages to Reunion East CDD or the property owners in the Community, and after the conclusion of the dispute resolution process described below, then the Reunion East CDD may elect to unilaterally terminate this Agreement prior to the end of the current term, with (90 day) prior written notice. The District shall have all rights to operate the District Irrigation System and Kingwood agrees to cooperate with the District in such efforts to prevent waste, damage, and to ensure efficient operations of the Overall Irrigation System.

8. Events of Default. Subject to the force majeure provisions below, any breach of the obligations in this Agreement which is not cured within 90 days after receipt of written notice thereof, will constitute an "Event of Default" or "Default" under this Agreement. In the event that any party is under an Event of Default the non-defaulting party's sole remedy is the right to seek specific performance of the defaulting party's obligations under this Agreement. In no event shall any party be entitled to seek or be awarded damages of any kind, including but not limited to special, consequential, or punitive damages.

9. Dispute Resolution. In the event of an Event of Default or other dispute arising out of or related to this Agreement, the parties mutually agree to undertake the following informal

settlement process to resolve their differences as a condition precedent to the initiation of any litigation:

a. Notice by the initiating party shall be given of any dispute between it and the other party or parties, as applicable, in writing, within 10 business days of the initiating party's discovery of the dispute.

b. Within 30 calendar days of receipt of the notice, or in the case of the Reunion East CDD, within 30 calendar days of the Reunion East CDD duly authorizing its representative at a Reunion East CDD Meeting, representatives of each party with the authority to recommend a settlement will meet and attempt to reach an agreement which can be taken for final approval by the parties.

c. If the parties' representatives cannot reach agreement, then within 45 calendar days of the meeting, or the first Reunion East CDD meeting after the 45 day period terminates, the parties shall convene a formal mediation with a mediator of their mutual choosing to undertake a settlement. If the parties cannot mutually agree to a mediation within 30 days after the 45-day period expires, the mediation shall be deemed to have failed and litigation may proceed as provided in subsection (d) hereof.

d. If the parties cannot reach settlement through the mediation process, any party may then initiate litigation no sooner than 45 calendar days after the notice of the parties' failure to settle has been sent by the mediator.

Other than the District's obligations to comply with Chapters 119 and 286, *Florida Statutes* all allegations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. The parties understand and agree that the Reunion East CDD will have to have any mediated settlement approved by its Board of Supervisors, which the Reunion East CDD shall seek to do at the next regular meeting following such mediation.

10. Collateral Assignment of Permit. If Kingwood is given written notice of any Event of Default in its obligation to provide the Irrigation Services, fails to cure such default within 90 days, and after the conclusion of the dispute resolution process set forth in Section 8 above, the Default is not cured, and after receipt of a written request by the Reunion East CDD, then Kingwood shall immediately assign to the Reunion East CDD, to the extent assignable, Kingwood's rights under the Permit related to the District's Irrigation System. This collateral assignment shall only be effective upon the Reunion East CDD's exercise of its rights hereunder and any regulatory and governmental jurisdiction having authority providing consent to the assignment. Kingwood shall complete and execute all documents and shall cooperate with all efforts to assign the Permit. This section shall survive termination of this Agreement.

11. Force Majeure.

a. Any delay or failure in the performance by any party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement,

Force Majeure shall mean an act of God, strikes, lockouts, act of public enemy, lightning, fire, storm, flood, governmental restraints or any other cause of delay beyond the reasonable control of the party claiming the applicability of the Force Majeure doctrine (financial inability is excepted).

b. In the event that Toho is unable to provide adequate reclaimed water due to conditions outside the control of the parties and Kingwood is unable to supply sufficient groundwater pursuant to Permit restrictions imposed by SFWMD then such eventuality would be considered Force Majeure relieving the parties of the obligation to fully perform during the period of water shortage such Force Majeure occurrence.

12. Insurance.

a. Kingwood, and its successors, shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$2,000,000 single limit per occurrence, protecting it and the Reunion East CDD from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Kingwood's services under this Agreement or from or out of any act or omission of Kingwood, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

b. Kingwood shall cause the Association or its successor, throughout the performance of its services pursuant to this Agreement, to procure and maintain professional liability insurance with a minimum limit of \$1,000,000 protecting it and the Reunion East CDD from claims which may arise from or in connection with the performance of the Association's services under this Agreement or from or out of any act or omission of the Association, its officers, directors, agents, and employees.

c. All such insurance shall be with companies and on forms acceptable to the Reunion East CDD and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to the Reunion East CDD; the insurance required under subsection (a)(i) and (b) shall name the Reunion East CDD as an additional insured. Certificates of insurance (and copies of all policies, if required by the Reunion East CDD) shall be furnished to the Reunion East CDD. In the event of any cancellation or reduction of coverage,

Kingwood shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to the Reunion East CDD whatsoever.

d. The minimum levels of insurance shall be adjusted based on consumer price indices, risk metrics, and asset value every ten (10) years this Agreement is in force.

13. Indemnification. Kingwood shall indemnify, save harmless and defend the Reunion East CDD, their officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Reunion East CDD, its officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Kingwood's breach of any term or provision of this Agreement, and/or (ii) any negligent or intentional act or omission of Kingwood, its agents, employees or sub-contractors, including the Association or other management company retained by Kingwood, related to or in the performance of this Agreement.

14. No Inconsistent Tax Position. Kingwood agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Reunion East CDD with respect to the District's Irrigation System. For example, Kingwood agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment made to Kingwood with respect to the District's Irrigation System.

15. Safe Harbor Provisions. The parties intend that this Agreement comply with the safe-harbor provisions of Rev. Proc. 2017-13 and agree that the provisions thereof should be interpreted to allow for such compliance to the fullest extent possible given principles of legal construction.

16. Reunion East CDD.

a. The Reunion East CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Kingwood agrees that nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Reunion East CDD's immunity or limitations on liability granted pursuant to 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 could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

b. Nothing in this Agreement shall be construed as a waiver or relinquishment of any rights, remedies, claims or defenses held by the Reunion East CDD.

17. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by all parties.

18. Governing Law and Venue. This Agreement shall be governed by the Laws of the State of Florida. Any action to enforce any provisions of this Agreement shall be undertaken in the Circuit Court for Osceola County, Florida.

19. Attorney's Fees and Costs. In the event that any party is required to enforce this Agreement by court proceedings, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial and appellate proceedings.

20. Relationship Between the Parties. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the parties.

21. Public Records Act & Compliance with E-Verify System.

I. Compliance with Public Records Act

Kingwood understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Kingwood agrees, and shall cause the Association, to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Kingwood acknowledges and agrees that the public records custodian of the Reunion East CDD is the District Manager, which is currently Governmental Management Services – Central Florida, LLC (the “**Public Records Custodian**”). Kingwood shall, and shall cause the Association, to the extent applicable by law:

- a. Keep and maintain public records required by the Reunion East CDD to perform services.
- b. Upon request by the Reunion East CDD, provide Reunion East CDD with the requested public 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*;
- c. Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Kingwood does not transfer the records to the Public Records Custodian of the Reunion East CDD; and
- d. Upon completion of the Agreement, transfer to the Reunion East CDD, at no cost, all public records in Kingwood's or the Association's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws.

II. Compliance with E-Verify System.

a. Kingwood shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, to the extent required by Section 448.095, *Florida Statutes*, Kingwood shall enroll 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 Reunion East CDD may terminate

this Agreement immediately for cause if there is a good faith belief that Kingwood has knowingly violated Section 448.091, *Florida Statutes*.

b. If Kingwood anticipates entering into agreements with a subcontractor to perform the Irrigation Services, Kingwood will not enter into the agreement without first receiving an affidavit from the entity regarding compliance with Section 448.095, *Florida Statutes*, and stating that the entity does not employ, contract with, or subcontract with an unauthorized alien. Kingwood shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Reunion East CDD upon request. In the event that the Reunion East CDD has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Kingwood has otherwise complied with its obligations hereunder, the District shall promptly notify Kingwood. Kingwood agrees to immediately terminate the agreement with the subcontractor upon notice from the Reunion East CDD. Further, absent such notification from the Reunion East CDD, Kingwood or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

c. By entering into this Agreement, Kingwood represents that no public employer has terminated a contract with Kingwood under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

22. Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

23. Arm's Length Transaction and Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. In the case of any ambiguity or a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. Authority. Each individual executing this Agreement represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of that party.

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

26. Notices. Whenever any party desires to give notice to the other parties, it must be given by written notice sent by certified United States mail with return receipt requested or a nationally recognized overnight delivery service to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To Kingwood:

Attn: Fred Zohouri
400 Curie Drive
Alpharetta, Georgia 30005

To the Reunion East CDD:

Reunion East Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager
Telephone: (407) 841-5524
Email: gflint@gmscfl.com

With a copy to:

Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: District Counsel, Jan A. Carpenter
Telephone: (407) 481-5800
Email: jcarpenter@lathamluna.com

Notice by email shall be ineffective under this Agreement.

27. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Florida, the provision that appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such statutory provision.

28. Entire Agreement. This Agreement contains the entire agreement and no party is to rely upon any oral representations made by the other parties. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[Signature page to follow.]

Signature Page of Irrigation Water System Operating Agreement

IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Agreement as of the date above.

Witness:

Kingwood Orlando Reunion Resort, LLC
a Florida limited liability company

Name: _____

Fred Zohouri
Manager

Name: _____

**Reunion East Community Development
District**, a Florida Community Development
District

Attest:

Name: _____

Mark Greenstein
Chairman

Title: _____

EXHIBIT “A”

**Rate Schedule Irrigation Service (2023 Rates)
and
Association adopted 2023 Budget**

[See attached]

Reunion Resort & Club of Orlando

Irrigation Water Fees

The Reunion Resort & Club of Orlando Master Homeowner Association (Association) assesses property owners for various costs associated with managing and maintaining the master planned development. These costs include services for landscape and hardscape maintenance, including the cost of irrigation water. The Association budget reflects separate line items for different expense types related to landscape management. Irrigation water costs are allocated by two types of fees: base fees and service area assessments.

Base Assessment (*Access Fee*)

The base fee covers the anticipated water required to irrigate the common areas of the community and a uniform unit-based appropriation of water for each development parcel. Each unit owner pays the same base fee. The base fee for 2023 budget year is 34.92 per unit per month. Per the Association budget, this is reflected under the Utilities category, individual line item - Base Irrigation Water Access Fees.

Service Area Assessments (*Use Fee*)

Service area assessments cover the anticipated water required to irrigate specific development parcels beyond the base fee appropriated volume. For units with the lowest anticipated water requirements, there is no service area assessment, since the base fee is intended to cover the water cost for the lowest irrigable area for any unit. Units that are within specific development parcels having greater amounts of irrigable area have higher service area assessments. The service area assessment for irrigation water in the 2023 Association budget year follow:

<i>Community</i>	<i>Use Fee</i>
<i>Carriage Pointe</i>	0.00
<i>Center Court Ridge</i>	0.00
<i>Heritage Crossing</i>	0.00
<i>Homestead</i>	7.90
<i>Liberty Bluff</i>	0.00
<i>Patriots Landing</i>	6.90
<i>Reunion Grande</i>	0.00
<i>Reunion Village</i>	13.00
<i>Seven Eagles</i>	0.00
<i>Spectrum</i>	0.00
<i>Terraces</i>	0.00
<i>Villas at Reunion Square</i>	0.00

The amount of water anticipated for the community is based on the approved water use permit volumes. The amount of irrigation water projected for specific development parcels is based on the characteristics of each development described and detailed per filed permit documentation. Units within a specific development parcel are allocated the same irrigation water (e.g. irrigable water for the specific development parcel divided by the number of units within the development parcel).

Several factors influence the amount of irrigation water actually used in maintaining landscape within the community, including the amount and frequency of rainfall, landscape management practices employed by the service companies engaged to perform maintenance, climatic variables (e.g. humidity, cloud cover, temperature, etc.), new vegetation and types of planted vegetation, level of service and expected quality of supported vegetation, along with several other variables. Irrigation water patterns and usage typically change throughout the year, season to season, and even year to year. The projected use is based on the 2 in 10 year drought, which is the metric used by permitting agencies for water use allocations, along with consideration for historic use patterns, efficiencies and implementation of BMPs, etc.

SECTION XIII

SECTION C

SECTION 1

Reunion East Action Items

Meeting Assigned	Action Item	Assigned To	Status	Comments
3/14/11	Irrigation Management	Kingwood/ Trucco	In Process	Draft agreement for Operation of Irrigation System under legal review and revision.
2/13/20	Access to Reunion Village/Davenport Creek Bridge	Boyd/Scheerer	In Process	Meyer construction portion of project completed July 2023. ACT agreement executed.
	Traffic Calming			Suggested speed table locations need to be determined.
	Road Replacement and Maintenance	Boyd	In Process	Geotechnical investigation approved 07.13.2023. DE will determine scope for repairs based on results.
1/9/23	Seven Eagles Fountain Replacement	Scheerer		Proposal to be presented for consideration 08.10.2023.
5/22/23	RFID & Transponder at Reunion Village Gate	Scheerer		Approved 07.13.2023 - agreement in process
7/13/23	Seven Eagles Roof Replacement	Scheerer		Proposal approved 07.13.2023. Date pending.

Reunion West Action Items

Meeting Assigned	Action Item	Assigned To	Status	Comments
1/13/22	Monitor Residential/ Industrial/Commercial Development Nearby Reunion	Adams		https://permits.osceola.org/CitizenAccess/Default.aspx Parcel Numbers: 282527000000600000 51.02 acres 332527000000500000 52.55 acres 3325273160000A0090 19.04 acres
12/9/21	Monitor Sinclair Road Extension Project	Adams		www.Osceola.org/go/sinclairroad
	Monitor Old Lake Wilson Road Improvement Project	Adams		www.improveoldlakewilsonroad.com
	Traffic Calming		In Process	Radar Display Signs approved for RW/Encore neighborhood 02.09.2023. Signs received and installation pending as of 08.03.2023.
	Pavement Management Plan	Boyd		Report to be accepted 08.10.2023.
1/9/23	Sign Upgrades	Scheerer		Street signs to be upgraded to Reunion standard where needed.

SECTION 2

Reunion East

Community Development District

Summary of Check Register

July 1, 2023 to July 31, 2023

Fund	Date	Check No.'s		Amount
General Fund	7/12/23	5733-5742	\$	46,789.51
	7/13/23	5743	\$	8,445.82
	7/19/23	5744-5749	\$	82,006.51
	7/25/23	5750-5751	\$	1,669.08
			\$	138,910.92
Replacement & Maintenance	7/12/23	219	\$	9,900.00
	7/19/23	220-221	\$	138,404.72
	7/25/23	222	\$	3,500.00
			\$	151,804.72
Payroll	<u>July 2023</u>			
	John Dryburgh	50715	\$	184.70
	June Wispelwey	50716	\$	184.70
	Mark Greenstein	50717	\$	184.70
	Steven Goldstein	50718	\$	184.70
	Trudy Hobbs	50719	\$	184.70
			\$	923.50
			\$	291,639.14

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/12/23	00074	6/30/23 212344	202306 320-53800-47000	AQUATIC PLANT MGMT JUN23	*	74.48	
		6/30/23 212344	202306 300-13100-10100	AQUATIC PLANT MGMT JUN23	*	58.52	
		6/30/23 212513	202306 320-53800-47000	AQUATIC MGMT 11POND JUN23	*	624.40	
		6/30/23 212513	202306 300-13100-10100	AQUATIC MGMT 11POND JUN23	*	490.60	
APPLIED AQUATIC MANAGEMENT, INC.							1,248.00 005733
7/12/23	00129	6/23/23 5314	202306 320-53800-46200	CP-RPLC BROKEN UMBRELLA	*	154.00	
		6/23/23 5314	202306 300-13100-10100	CP-RPLC BROKEN UMBRELLA	*	121.00	
		6/28/23 5315	202306 320-53800-46200	STABLE-STORE POOL FURNIT	*	159.60	
		6/28/23 5315	202306 300-13100-10100	STABLE-STORE POOL FURNIT	*	125.40	
BERRY CONSTRUCTION INC.							560.00 005734
7/12/23	00134	7/10/23 3741	202306 310-51300-31100	CDD MEETING VIA CALL IN	*	215.00	
		7/10/23 3742	202306 310-51300-31100	SITE INSP/RPT/PAVEMNT PLN	*	1,931.33	
BOYD CIVIL ENGINEERING							2,146.33 005735
7/12/23	00106	3/23/23 332-5477	202303 320-53800-53200	6-MAX.DEPTH NUMBERS DECAL	*	42.00	
		3/23/23 332-5477	202303 300-13100-10100	6-MAX.DEPTH NUMBERS DECAL	*	33.00	
		3/28/23 332-5482	202303 320-53800-53200	7-MAX DEPTH NUMBERS DECAL	*	49.00	
		3/28/23 332-5482	202303 300-13100-10100	7-MAX DEPTH NUMBERS DECAL	*	38.50	
		3/30/23 332-5484	202303 320-53800-53200	13-ALUM PANEL MAX DEPTH	*	160.16	
		3/30/23 332-5484	202303 300-13100-10100	13-ALUM PANEL MAX DEPTH	*	125.84	
		5/18/23 332-5525	202305 320-53800-53200	OUTDOOR FIT/PLYGRND SIGNS	*	237.16	
		5/18/23 332-5525	202305 300-13100-10100	OUTDOOR FIT/PLYGRND SIGNS	*	186.34	
		5/24/23 332-5534	202305 320-53800-53200	ASSORTED POOL RULES SIGNS	*	2,451.40	
		5/24/23 332-5534	202305 300-13100-10100	ASSORTED POOL RULES SIGNS	*	1,926.10	

REUE REUNION EAST TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		5/30/23	332-5539 202306 320-53800-53200	4-TEMP.PARK PLYGRND/MAIL	*	57.12	
		5/30/23	332-5539 202306 300-13100-10100	4-TEMP.PARK PLYGRND/MAIL	*	44.88	
				FASTSIGNS SOUTH ORLANDO			5,351.50 005736
7/12/23	00187	6/29/23	143491 202306 320-53800-46500	2-WEATHERTRAK OPTI-CTRLER	*	375.20	
		6/29/23	143491 202306 300-13100-10100	2-WEATHERTRAK OPTI-CTRLER	*	294.80	
				HYDROPOINT DATA SYSTEMS INC			670.00 005737
7/12/23	00054	7/01/23	2023JUL 202307 320-53800-34500	SECURITY SERVICES JUL23	*	6,533.33	
		7/01/23	2023JUL 202307 300-13100-10100	SECURITY SERVICES JUL23	*	5,133.33	
				REUNION RESORT & CLUB MASTER ASSOC.			11,666.66 005738
7/12/23	00175	7/01/23	8963 202307 320-53800-46200	POOL MAINTENANCE JUL23	*	8,680.00	
		7/01/23	8963 202307 300-13100-10100	POOL MAINTENANCE JUL23	*	6,820.00	
				ROBERTS POOL SERVICE AND REPAIR INC			15,500.00 005739
7/12/23	00060	6/20/23	402681 202306 320-53800-46200	HS-QTRLY SAFETY INSP/GRAT	*	142.69	
		6/20/23	402681 202306 300-13100-10100	HS-QTRLY SAFETY INSP/GRAT	*	112.11	
		6/20/23	402682 202306 320-53800-46200	TER-RPR SPA AUTOFILL SYST	*	246.65	
		6/20/23	402682 202306 300-13100-10100	TER-RPR SPA AUTOFILL SYST	*	193.80	
		6/20/23	402683 202306 320-53800-46200	HS-INST.4" FLOWMETER POOL	*	232.37	
		6/20/23	402683 202306 300-13100-10100	HS-INST.4" FLOWMETER POOL	*	182.58	
		6/20/23	402684 202306 320-53800-46200	TER-QTRLY SAFE INSP/GRATE	*	137.12	
		6/20/23	402684 202306 300-13100-10100	TER-QTRLY SAFE INSP/GRATE	*	107.73	
		6/20/23	402685 202306 320-53800-46200	HC B-QTRLY SAFETY INSPECT	*	100.80	
		6/20/23	402685 202306 300-13100-10100	HC B-QTRLY SAFETY INSPECT	*	79.20	
		6/20/23	402686 202306 320-53800-46200	CP-QTRLY SAFETY INSPECT	*	120.40	

REUE REUNION EAST TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		6/20/23	402686 202306 300-13100-10100 CP-QTRLY SAFETY INSPECT		*	94.60	
		6/23/23	402752 202306 320-53800-46200 HS-RMV TANK/INST.VLV/PTCH		*	550.36	
		6/23/23	402752 202306 300-13100-10100 HS-RMV TANK/INST.VLV/PTCH		*	432.42	
		6/26/23	402890 202306 320-53800-46200 HS-RPLC 32 FILTR GRIDS		*	658.00	
		6/26/23	402890 202306 300-13100-10100 HS-RPLC 32 FILTR GRIDS		*	517.00	
		6/26/23	402891 202306 320-53800-46200 HS-INST 2-C9002 TANKS		*	1,022.00	
		6/26/23	402891 202306 300-13100-10100 HS-INST 2-C9002 TANKS		*	803.00	
		6/28/23	402966 202306 320-53800-46200 TER-RPLC TORO VALVE/BASIN		*	248.89	
		6/28/23	402966 202306 300-13100-10100 TER-RPLC TORO VALVE/BASIN		*	195.56	
		6/28/23	402967 202306 320-53800-46200 HC B-RPR 2 POPOFFS POOL		*	256.20	
		6/28/23	402967 202306 300-13100-10100 HC B-RPR 2 POPOFFS POOL		*	201.30	
SPIES POOL LLC							6,634.78 005741
7/12/23 00030		6/26/23	OS 54810 202306 320-53800-46500 RPR MAINLINE-LUG/GSKT KIT		*	1,026.93	
		6/26/23	OS 54810 202306 300-13100-10100 RPR MAINLINE-LUG/GSKT KIT		*	806.87	
		6/27/23	OS 54875 202306 320-53800-46500 RPLC VALVE-SLIPFIX/ADAPTR		*	397.96	
		6/27/23	OS 54875 202306 300-13100-10100 RPLC VALVE-SLIPFIX/ADAPTR		*	312.69	
		6/27/23	OS 54875 202306 320-53800-47400 CP-INST.20-3GAL DWARF IXO		*	261.96	
		6/27/23	OS 54875 202306 300-13100-10100 CP-INST.20-3GAL DWARF IXO		*	205.83	
YELLOWSTONE LANDSCAPE							3,012.24 005742
7/13/23 00049		7/01/23	592 202307 310-51300-34000 MANAGEMENT FEES JUL23		*	3,874.08	
		7/01/23	592 202307 310-51300-35200 WEBSITE ADMIN JUL23		*	83.33	
		7/01/23	592 202307 310-51300-35100 INFORMATION TECH JUL23		*	133.33	
		7/01/23	592 202307 310-51300-31300 DISSEMINATION FEE JUL23		*	833.33	
REUE REUNION EAST TVISCARRA							

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/01/23 592	202307 310-51300-51000		*	1.17	
		OFFICE SUPPLIES					
		7/01/23 592	202307 310-51300-42000		*	31.33	
		POSTAGE					
		7/01/23 592	202307 310-51300-42500		*	2.25	
		COPIES					
		7/01/23 593	202307 320-53800-12000		*	3,487.00	
		FIELD MANAGEMENT JUL23					
				GOVERNMENTAL MANAGEMENT SERVICES			8,445.82 005743
7/19/23 00074		7/15/23 212673	202307 320-53800-47000		*	74.48	
		AQUATIC PLANT MGMT JUL23					
		7/15/23 212673	202307 300-13100-10100		*	58.52	
		AQUATIC PLANT MGMT JUL23					
				APPLIED AQUATIC MANAGEMENT, INC.			133.00 005744
7/19/23 00129		7/06/23 5321	202307 320-53800-46200		*	1,652.00	
		STORE UMBRELLA/INST.8UMBR					
		7/06/23 5321	202307 300-13100-10100		*	1,298.00	
		STORE UMBRELLA/INST.8UMBR					
		7/06/23 5322	202306 320-53800-46200		*	492.80	
		INSP.POOL FURN/RPLC PAVER					
		7/06/23 5322	202306 300-13100-10100		*	387.20	
		INSP.POOL FURN/RPLC PAVER					
		7/06/23 5323	202307 320-53800-48100		*	1,601.60	
		REPAINT PARK BENCHES/PRIM					
		7/06/23 5323	202307 300-13100-10100		*	1,258.40	
		REPAINT PARK BENCHES/PRIM					
		7/06/23 5324	202307 320-53800-53200		*	182.00	
		RELOCATE NO PARK SIGN-P.L					
		7/06/23 5324	202307 300-13100-10100		*	143.00	
		RELOCATE NO PARK SIGN-P.L					
				BERRY CONSTRUCTION INC.			7,015.00 005745
7/19/23 00119		7/05/23 118701	202306 310-51300-31500		*	4,851.99	
		MTG/IRRG AGR/VILLAGE PLAT					
		7/05/23 118701	202306 310-51300-31500		V	4,851.99-	
		MTG/IRRG AGR/VILLAGE PLAT					
				LATHAM,LUNA,EDEN & BEAUDINE,LLP			.00 005746
7/19/23 00092		6/30/23 872	202306 320-53800-12100		*	758.33	
		MANAGEMENT FEES JUN23					
		6/30/23 872	202306 300-13100-10100		*	595.83	
		MANAGEMENT FEES JUN23					
		6/30/23 873	202306 320-53800-46200		*	1,848.00	
		POOL CLEANING JUN23					

REUE REUNION EAST TVISCARRA

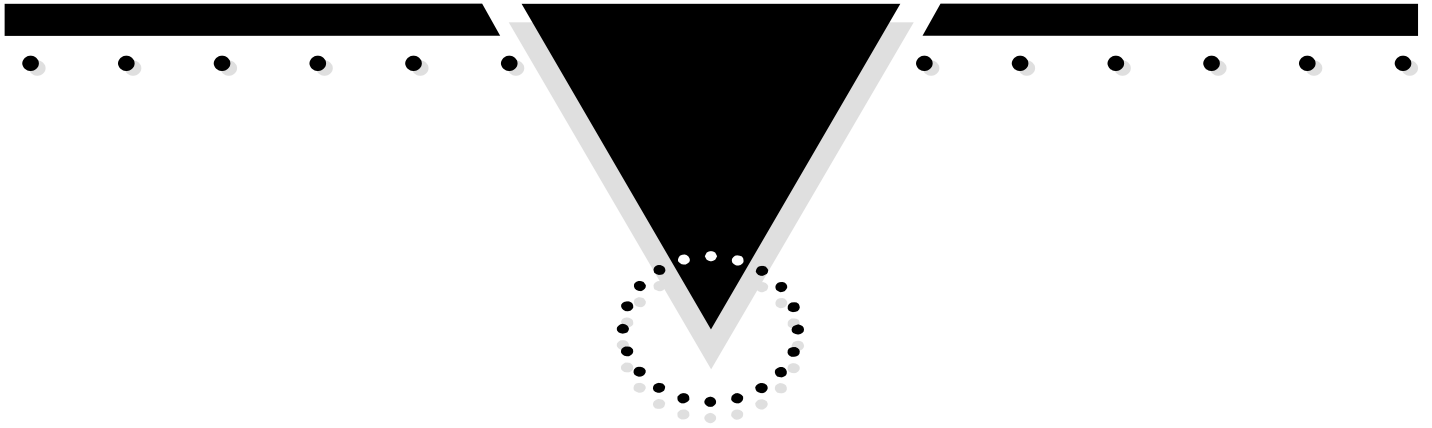
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/30/23	873	202306 300-13100-10100		POOL CLEANING JUN23	*	1,452.00	
6/30/23	874	202306 320-53800-43300		SE CONTRACT CLEAN JUN23	*	2,284.80	
6/30/23	874	202306 300-13100-10100		SE CONTRACT CLEAN JUN23	*	1,795.20	
6/30/23	874	202306 320-53800-43300		SE CLEANING SUPPLY JUN23	*	753.32	
6/30/23	874	202306 300-13100-10100		SE CLEANING SUPPLY JUN23	*	591.89	
6/30/23	905	202306 320-53800-43000		DUKEENERGY#9100 8323 9862	*	130.27	
6/30/23	906	202306 320-53800-43000		DUKEENERGY#9100 8324 0443	*	1,003.13	
6/30/23	907	202306 320-53800-43100		TOHO METER#62644090 JUN23	*	114.74	
REUNION RESORT							11,327.51 005747
7/19/23	00175	7/01/23 8964	202307 320-53800-46200	CP FLTR RPLC/SE SAND FLTR	*	3,133.20	
		7/01/23 8964	202307 300-13100-10100	CP FLTR RPLC/SE SAND FLTR	*	2,461.80	
ROBERTS POOL SERVICE AND REPAIR INC							5,595.00 005748
7/19/23	00030	7/01/23 OS 54884	202307 320-53800-47300	LANDSCAPE MAINT JUL23	*	27,392.40	
		7/01/23 OS 54884	202307 300-13100-10100	LANDSCAPE MAINT JUL23	*	21,522.60	
		7/01/23 OS 54884	202307 320-53800-47300	LANDSCAPE PH 1-5 JUL23	*	5,051.76	
		7/01/23 OS 54884	202307 300-13100-10100	LANDSCAPE PH 1-5 JUL23	*	3,969.24	
YELLOWSTONE LANDSCAPE							57,936.00 005749
7/25/23	00095	7/17/23 S95859	202307 320-53800-57400	RESET UNIT/CYCLE ARM/TEST	*	126.00	
		7/17/23 S95859	202307 300-13100-10100	RESET UNIT/CYCLE ARM/TEST	*	99.00	
		7/17/23 S95860	202307 320-53800-57400	ADJ.LIMIT/TIGHT ARM BRCKT	*	98.00	
		7/17/23 S95860	202307 300-13100-10100	ADJ.LIMIT/TIGHT ARM BRCKT	*	77.00	
ACCESS CONTROL SYSTEMS, LLC							400.00 005750
7/25/23	00186	7/03/23 730021	202307 300-15500-10000	ALARM MONITOR SRVC AUG23	*	710.68	

REUE REUNION EAST TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/03/23 730021	202307 300-13100-10100		*	558.40	
		ALARM MONITOR SRVC AUG23		HIDDEN EYES LLC DBA ENVERA SYSTEMS			1,269.08 005751
-----							-----
TOTAL FOR BANK A						138,910.92	
TOTAL FOR REGISTER						138,910.92	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/12/23	00025	6/22/23	23-330 202306 320-53800-53300 CUT STRUCTURE/HOSE/GROUT		*	5,544.00	
		6/22/23	23-330 202306 300-13100-10100 CUT STRUCTURE/HOSE/GROUT		*	4,356.00	
ALL TERRAIN TRACTOR SERVICE INC							9,900.00 000219
7/19/23	00038	6/30/23	APP#1 202306 320-53800-60000 SPINE ROAD GATES-SDWLKS		*	73,325.95	
		6/30/23	APP#1 202306 300-13100-10100 SPINE ROAD GATES-SDWLKS		*	57,613.25	
MEYER PAVING & CONSTRUCTION CORP							130,939.20 000220
7/19/23	00036	5/11/23	PTP23-03 202305 320-53800-60000 FINAL-INST.PLAYGRND SWING		*	4,180.69	
		5/11/23	PTP23-03 202305 300-13100-10100 FINAL-INST.PLAYGRND SWING		*	3,284.83	
PLAYTOPIA, INC.							7,465.52 000221
7/25/23	00001	7/14/23	5329 202306 320-53800-53000 RECOMPACT 8'X10'SECT.SDWK		*	1,960.00	
		7/14/23	5329 202306 300-13100-10100 RECOMPACT 8'X10'SECT.SDWK		*	1,540.00	
BERRY CONSTRUCTION INC.							3,500.00 000222
TOTAL FOR BANK C						151,804.72	
TOTAL FOR REGISTER						151,804.72	

SECTION 3



Reunion East

Community Development District

Unaudited Financial Reporting

June 30, 2023



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Replacement & Maintenance Income Statement</u>
4	<u>Debt Service Series 2002A-2 Income Statement</u>
5	<u>Debt Service Series 2005 Income Statement</u>
6	<u>Debt Service Series 2015A Income Statement</u>
7	<u>Debt Service Series 2021 Income Statement</u>
8	<u>Capital Projects Series 2005 Income Statement</u>
9	<u>Capital Projects Series 2021 Income Statement</u>
10-11	<u>Month to Month</u>
12	<u>Long Term Debt</u>
13	<u>FY23 Assessment Receipt Schedule</u>

Reunion East
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
June 30, 2023

	General	Replacement & Maintenance	Debt Service	Capital Projects	(Memorandum Only) 2023
ASSETS:					
CASH	\$998,714	\$1,237,461	---	---	\$2,236,176
CUSTODY ACCOUNT	\$472,312	---	---	---	\$472,312
STATE BOARD OF ADMINISTRATION	\$1,308,336	\$2,244,480	---	---	\$3,552,816
DUE FROM GENERAL FUND	---	---	\$5,000	---	\$5,000
DUE FROM REUNION WEST	\$401,455	\$134,582	---	---	\$536,037
PREPAID EXPENSES	\$711	---	---	---	\$711
INVESTMENTS					
SERIES 2002A-2					
Reserve	---	---	\$3	---	\$3
Revenue	---	---	\$103,636	---	\$103,636
SERIES 2005					
Reserve	---	---	\$4	---	\$4
Revenue	---	---	\$199,562	---	\$199,562
Construction	---	---	---	\$10	\$10
SERIES 2015A					
Reserve	---	---	\$175,000	---	\$175,000
Revenue	---	---	\$993,380	---	\$993,380
Prepayment	---	---	\$36	---	\$36
SERIES 2015-1					
Revenue	---	---	---	---	\$0
SERIES 2015-2					
Revenue	---	---	---	---	\$0
SERIES 2015-3					
Revenue	---	---	---	---	\$0
SERIES 2021					
Reserve	---	---	\$1,116,155	---	\$1,116,155
Revenue	---	---	\$275,083	---	\$275,083
Construction	---	---	---	\$596,938	\$596,938
TOTAL ASSETS	\$3,181,528	\$3,616,523	\$2,867,859	\$596,948	\$10,262,858
LIABILITIES:					
ACCOUNTS PAYABLE	\$36,682	\$151,805	---	---	\$188,487
CONTRACTS PAYABLE	\$1,323	---	---	---	\$1,323
DUE TO DEBT 2015A	\$5,000	---	---	---	\$5,000
DUE TO REUNION WEST	\$123,452	\$13,143	---	---	\$136,595
ACCRUED INTEREST PAYABLE 2002A-2	---	---	\$3,486,512	---	\$3,486,512
ACCRUED PRINCIPAL PAYABLE 2002A-2	---	---	\$4,040,000	---	\$4,040,000
ACCRUED INTEREST PAYABLE 2005	---	---	\$2,789,994	---	\$2,789,994
ACCRUED PRINCIPAL PAYABLE 2005	---	---	\$3,575,000	---	\$3,575,000
FUND EQUITY:					
FUND BALANCES:					
ASSIGNED	\$242,752	\$3,451,575	---	---	\$3,694,327
UNASSIGNED	\$2,772,320	---	---	---	\$2,772,320
RESTRICTED FOR DEBT SERVICE 2002A-2	---	---	(\$7,422,873)	---	(\$7,422,873)
RESTRICTED FOR DEBT SERVICE 2005	---	---	(\$6,165,428)	---	(\$6,165,428)
RESTRICTED FOR DEBT SERVICE 2015A	---	---	\$1,173,416	---	\$1,173,416
RESTRICTED FOR DEBT SERVICE 2021	---	---	\$1,391,238	---	\$1,391,238
RESTRICTED FOR CAPITAL PROJECTS 2005	---	---	---	\$10	\$10
RESTRICTED FOR CAPITAL PROJECTS 2021	---	---	---	\$596,938	\$596,938
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	\$3,181,528	\$3,616,523	\$2,867,859	\$596,948	\$10,262,858

Reunion East

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
REVENUES:				
Special Assessments - Tax Roll	\$1,899,342	\$1,899,342	\$1,926,809	\$27,468
Special Assessments - Direct	\$102,593	\$102,593	\$77,541	(\$25,052)
Interest	\$1,250	\$938	\$56,384	\$55,447
Rental Income	\$2,240	\$1,680	\$8,120	\$6,440
TOTAL REVENUES	\$2,005,425	\$2,004,553	\$2,068,855	\$64,302
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$12,000	\$9,000	\$7,800	\$1,200
FICA	\$918	\$689	\$597	\$92
Engineering	\$15,000	\$11,250	\$20,514	(\$9,264)
Attorney	\$35,000	\$26,250	\$35,822	(\$9,572)
Trustee Fees	\$8,620	\$0	\$0	\$0
Arbitrage	\$2,400	\$600	\$600	\$0
Collection Agent	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$10,000	\$7,500	\$7,600	(\$100)
Property Appraiser Fee	\$1,000	\$979	\$979	\$0
Property Taxes	\$400	\$400	\$124	\$276
Annual Audit	\$7,800	\$7,800	\$7,800	\$0
District Management Fees	\$46,489	\$34,867	\$34,867	\$0
Information Technology	\$1,600	\$1,200	\$1,200	\$0
Website Maintenance	\$1,000	\$750	\$750	\$0
Telephone	\$300	\$225	\$0	\$225
Postage	\$1,500	\$1,125	\$378	\$747
Printing & Binding	\$500	\$375	\$546	(\$171)
Insurance	\$18,000	\$18,000	\$16,110	\$1,890
Legal Advertising	\$5,000	\$3,750	\$666	\$3,084
Other Current Charges	\$600	\$450	\$70	\$380
Office Supplies	\$500	\$375	\$11	\$364
Travel Per Diem	\$250	\$188	\$0	\$188
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$174,052	\$130,947	\$141,609	(\$10,663)
MAINTENANCE-SHARED EXPENSES:				
Field Management	\$41,844	\$31,383	\$31,383	\$0
Management Services Agreement	\$18,200	\$13,650	\$6,825	\$6,825
Telephone	\$8,400	\$6,300	\$5,367	\$933
Electric	\$330,204	\$247,653	\$258,387	(\$10,734)
Water & Sewer	\$40,538	\$30,404	\$27,149	\$3,255
Gas	\$45,808	\$34,356	\$43,637	(\$9,281)
Pool & Fountain Maintenance	\$165,200	\$123,900	\$156,040	(\$32,140)
Environmental	\$8,960	\$6,720	\$10,311	(\$3,591)
Property Insurance	\$41,454	\$41,454	\$37,844	\$3,610
Irrigation Repairs	\$9,100	\$6,825	\$11,132	(\$4,307)
Landscape Contract	\$656,079	\$492,059	\$442,770	\$49,289
Landscape Contingency	\$28,000	\$21,000	\$10,843	\$10,157
Gate and Gatehouse Expenses	\$28,000	\$21,000	\$26,795	(\$5,795)
Roadways/Sidewalks	\$14,000	\$10,500	\$7,823	\$2,677
Lighting	\$5,600	\$4,200	\$5,603	(\$1,403)
MSA Building Repairs	\$11,200	\$8,400	\$860	\$7,540
Pressure Washing	\$19,600	\$14,700	\$25,827	(\$11,127)
Maintenance (Inspections)	\$280	\$210	\$0	\$210
Repairs & Maintenance	\$14,000	\$10,500	\$17,578	(\$7,078)
Contract Cleaning	\$36,400	\$27,300	\$26,867	\$433
Fitness Center Repairs & Maintenance	\$2,800	\$2,100	\$5,778	(\$3,678)
Operating Supplies	\$2,800	\$2,100	\$0	\$2,100
Signage	\$5,600	\$4,200	\$12,641	(\$8,441)
Security	\$110,992	\$83,244	\$71,312	\$11,932
Parking Violation Tags	\$280	\$210	\$187	\$23
MAINTENANCE-DIRECT EXPENSES:				
Irrigation System Operations	\$75,000	\$56,250	\$0	\$56,250
Contingency	\$0	\$0	\$0	\$0
Transfer Out	\$111,034	\$111,034	\$111,034	\$0
TOTAL MAINTENANCE	\$1,831,373	\$1,411,652	\$1,353,995	\$57,657
TOTAL EXPENDITURES	\$2,005,425	\$1,542,599	\$1,495,604	\$46,995
EXCESS REVENUES (EXPENDITURES)	\$0		\$573,251	
FUND BALANCE - Beginning	\$0		\$2,441,821	
FUND BALANCE - Ending	\$0		\$3,015,072	

Reunion East
COMMUNITY DEVELOPMENT DISTRICT
REPLACEMENT & MAINTENANCE FUND

Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

REVENUES:

Transfer In	\$111,034	\$111,034	\$111,034	\$0
Interest	\$12,000	\$9,000	\$99,443	\$90,443

TOTAL REVENUES

\$123,034	\$120,034	\$210,477	\$90,443
-----------	-----------	-----------	----------

EXPENDITURES:

Contingency	\$500	\$375	\$4,277	(\$3,902)
Building Improvements	\$176,145	\$132,109	\$30,070	\$102,039
Fountain Improvements	\$0	\$0	\$0	\$0
Gate/Gatehouse Improvements	\$251,705	\$188,779	\$16,515	\$172,264
Landscape Improvements	\$0	\$0	\$0	\$0
Irrigation Improvements	\$0	\$0	\$0	\$0
Lighting Improvements	\$0	\$0	\$0	\$0
Monument Improvements	\$0	\$0	\$0	\$0
Pool Furniture	\$8,400	\$6,300	\$10,923	(\$4,623)
Pool Repair & Replacements	\$0	\$0	\$12,482	(\$12,482)
Roadways/Sidewalks Improvement	\$62,328	\$46,746	\$85,262	(\$38,516)
Signage	\$28,000	\$21,000	\$14,851	\$6,149
Stormwater Improvement	\$28,000	\$21,000	\$5,544	\$15,456
Capital Outlay	\$5,600	\$4,200	\$117,851	(\$113,651)

TOTAL EXPENDITURES

\$560,678	\$420,509	\$297,775	\$122,733
-----------	-----------	-----------	-----------

EXCESS REVENUES (EXPENDITURES)

(\$437,644)	(\$87,298)
-------------	------------

FUND BALANCE - Beginning

\$3,392,439	\$3,538,873
-------------	-------------

FUND BALANCE - Ending

\$2,954,795	\$3,451,575
-------------	-------------

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2002A-2

Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$2,525	\$2,525
TOTAL REVENUES	\$0	\$0	\$2,525	\$2,525
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$2,525	
FUND BALANCE - Beginning	\$0		(\$7,425,398)	
FUND BALANCE - Ending	\$0		(\$7,422,873)	

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2005

Statement of Revenues & Expenditures

For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$4,862	\$4,862
TOTAL REVENUES	\$0	\$0	\$4,862	\$4,862
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
<u>OTHER FINANCING SOURCES (USES)</u>				
Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,862	
FUND BALANCE - Beginning	\$0		(\$6,170,290)	
FUND BALANCE - Ending	\$0		(\$6,165,428)	

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015A

Statement of Revenues & Expenditures

For The Period Ending June 30, 2023

REVENUES:

Special Assessments	\$2,568,595	\$2,568,595	\$2,594,371	\$25,776
Interest	\$450	\$338	\$50,486	\$50,148

TOTAL REVENUES

\$2,569,045	\$2,568,933	\$2,644,857	\$75,924
-------------	-------------	-------------	----------

EXPENDITURES:

Special Call 11/01	\$0	\$0	\$10,000	(\$10,000)
Interest Expense 11/01	\$543,875	\$543,875	\$543,875	\$0
Principal Expense 05/01	\$1,525,000	\$1,525,000	\$1,525,000	\$0
Interest Expense 05/01	\$543,875	\$543,625	\$543,625	\$0

TOTAL EXPENDITURES

\$2,612,750	\$2,612,500	\$2,622,500	(\$10,000)
-------------	-------------	-------------	------------

EXCESS REVENUES (EXPENDITURES)

(\$43,705)	\$22,357
------------	----------

FUND BALANCE - Beginning

\$942,874	\$1,151,059
-----------	-------------

FUND BALANCE - Ending

\$899,169	\$1,173,416
-----------	-------------

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2021

Statement of Revenues & Expenditures

For The Period Ending June 30, 2023

REVENUES:

Special Assessments	\$1,116,155	\$1,116,155	\$998,785	(\$117,370)
Interest	\$500	\$375	\$44,123	\$43,748

TOTAL REVENUES

\$1,116,655	\$1,116,530	\$1,042,908	(\$73,622)
-------------	-------------	-------------	------------

EXPENDITURES:

Interest Expense 11/01	\$342,381	\$342,381	\$342,381	\$0
Principal Expense 05/01	\$435,000	\$435,000	\$435,000	\$0
Interest Expense 05/01	\$342,381	\$342,381	\$342,381	\$0

TOTAL EXPENDITURES

\$1,119,763	\$1,119,763	\$1,119,763	\$0
-------------	-------------	-------------	-----

EXCESS REVENUES (EXPENDITURES)

(\$3,108)	(\$76,855)
-----------	------------

FUND BALANCE - Beginning

\$344,177	\$1,468,093
-----------	-------------

FUND BALANCE - Ending

\$341,070	\$1,391,238
-----------	-------------

Reunion East

COMMUNITY DEVELOPMENT DISTRICT

Capital Projects 2005

Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		\$10	
FUND BALANCE - Ending	\$0		\$10	

Reunion East

COMMUNITY DEVELOPMENT DISTRICT

Capital Projects 2021

Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$67,679	\$67,679
TOTAL REVENUES	\$0	\$0	\$67,679	\$67,679
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$8,273,609	\$8,273,609
TOTAL EXPENDITURES	\$0	\$0	\$8,273,609	\$8,273,609
EXCESS REVENUES (EXPENDITURES)	\$0		(\$8,205,931)	
FUND BALANCE - Beginning	\$0		\$8,802,868	
FUND BALANCE - Ending	\$0		\$596,938	

Reunion East CDD

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues													
Special Assessments - Tax Roll	\$0	\$221,512	\$1,224,222	\$60,441	\$66,213	\$50,395	\$121,903	\$79,838	\$102,286	\$0	\$0	\$0	\$1,926,809
Special Assessments - Direct	\$2,386	\$50,104	\$0	\$0	\$0	\$25,052	\$0	\$0	\$0	\$0	\$0	\$0	\$77,541
Interest	\$4,621	\$5,045	\$5,394	\$5,808	\$6,219	\$8,417	\$6,511	\$7,184	\$7,186	\$0	\$0	\$0	\$56,384
Rental Income	\$2,240	\$2,100	\$0	\$0	\$280	\$980	\$560	\$0	\$1,960	\$0	\$0	\$0	\$8,120
Total Revenues	\$9,246	\$278,760	\$1,229,616	\$66,249	\$72,712	\$84,844	\$128,975	\$87,022	\$111,432	\$0	\$0	\$0	\$2,068,855
Expenditures													
Administrative													
Supervisor Fees	\$800	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$7,800
FICA	\$61	\$0	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$0	\$0	\$0	\$597
Engineering	\$1,505	\$3,764	\$565	\$669	\$538	\$4,980	\$4,151	\$2,197	\$2,146	\$0	\$0	\$0	\$20,514
Attorney	\$6,691	\$3,081	\$2,217	\$2,425	\$3,728	\$4,741	\$4,442	\$3,646	\$4,852	\$0	\$0	\$0	\$35,822
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Collection Agent	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissemination	\$933	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$0	\$0	\$0	\$7,600
Property Appraiser Fee	\$0	\$0	\$0	\$0	\$0	\$979	\$0	\$0	\$0	\$0	\$0	\$0	\$979
Property Taxes	\$0	\$124	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124
Annual Audit	\$0	\$0	\$2,500	\$0	\$3,975	\$1,325	\$0	\$0	\$0	\$0	\$0	\$0	\$7,800
District Management Fees	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$0	\$0	\$0	\$34,867
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$1,200
Website Maintenance	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$750
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$83	\$16	\$15	\$64	\$34	\$22	\$48	\$72	\$24	\$0	\$0	\$0	\$378
Printing & Binding	\$8	\$11	\$0	\$29	\$8	\$9	\$5	\$4	\$473	\$0	\$0	\$0	\$546
Insurance	\$16,110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,110
Legal Advertising	\$0	\$0	\$0	\$364	\$0	\$0	\$144	\$159	\$0	\$0	\$0	\$0	\$666
Other Current Charges	\$0	\$35	\$0	\$0	\$0	\$0	\$0	\$35	\$0	\$0	\$0	\$0	\$70
Office Supplies	\$1	\$1	\$1	\$3	\$1	\$1	\$1	\$1	\$1	\$0	\$0	\$0	\$11
Travel Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
	\$35,459	\$11,955	\$11,298	\$9,554	\$14,285	\$18,057	\$15,391	\$12,114	\$13,496	\$0	\$0	\$0	\$141,609

**Reunion East CDD
Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Maintenance													
Field Management	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$0	\$0	\$0	\$31,383
Management Services Agreement	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$0	\$0	\$0	\$6,825
Telephone	\$595	\$595	\$562	\$748	\$470	\$599	\$599	\$727	\$471	\$0	\$0	\$0	\$5,367
Electric	\$27,176	\$30,866	\$27,035	\$27,678	\$28,562	\$31,701	\$30,134	\$24,585	\$30,651	\$0	\$0	\$0	\$258,387
Water & Sewer	\$3,988	\$2,510	\$1,950	\$3,070	\$2,979	\$2,325	\$3,157	\$2,658	\$4,511	\$0	\$0	\$0	\$27,149
Gas	\$1,069	\$2,109	\$2,886	\$6,497	\$9,693	\$7,196	\$4,126	\$7,096	\$2,966	\$0	\$0	\$0	\$43,637
Pool & Fountain Maintenance	\$14,889	\$17,951	\$16,187	\$18,398	\$19,472	\$13,111	\$16,800	\$19,811	\$19,422	\$0	\$0	\$0	\$156,040
Environmental	\$2,468	\$2,440	\$480	\$480	\$889	\$889	\$889	\$889	\$889	\$0	\$0	\$0	\$10,311
Property Insurance	\$37,437	\$408	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,844
Irrigation	\$1,030	\$2,489	\$1,009	\$1,249	\$182	\$1,613	\$785	\$629	\$2,145	\$0	\$0	\$0	\$11,132
Landscape Contract	\$35,867	\$73,071	\$58,759	\$40,919	\$40,919	\$52,638	\$40,919	\$40,919	\$58,759	\$0	\$0	\$0	\$442,770
Landscape Contingency	\$3,730	\$1,216	\$0	\$269	\$718	\$0	\$0	\$1,915	\$2,996	\$0	\$0	\$0	\$10,843
Gatehouse and Gatehouse Expenses	\$3,353	\$2,689	\$3,274	\$477	\$8,894	\$1,388	\$2,547	\$2,927	\$1,246	\$0	\$0	\$0	\$26,795
Roadways/Sidewalks	\$0	\$3,150	\$3,746	\$546	\$381	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,823
Lighting	\$1,243	\$0	\$2,157	\$0	\$448	\$0	\$0	\$1,756	\$0	\$0	\$0	\$0	\$5,603
MSA Building Repairs	\$0	\$0	\$0	\$468	\$392	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$860
Pressure Washing	\$0	\$0	\$12,034	\$10,601	\$3,192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,827
Maintenance (Inspections)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$10,681	\$5,459	\$255	\$132	\$182	\$0	\$514	\$0	\$356	\$0	\$0	\$0	\$17,578
Contract Cleaning	\$2,854	\$2,854	\$2,930	\$3,114	\$2,886	\$3,114	\$3,038	\$3,038	\$3,038	\$0	\$0	\$0	\$26,867
Fitness Center Repairs & Maintenance	\$0	\$634	\$0	\$0	\$0	\$168	\$1,645	\$239	\$3,092	\$0	\$0	\$0	\$5,778
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$1,282	\$2,836	\$967	\$459	\$988	\$456	\$392	\$3,109	\$2,152	\$0	\$0	\$0	\$12,641
Security	\$7,736	\$7,880	\$7,808	\$7,807	\$7,807	\$8,852	\$7,807	\$7,807	\$7,807	\$0	\$0	\$0	\$71,312
Parking Violation Tags	\$0	\$0	\$0	\$0	\$0	\$187	\$0	\$0	\$0	\$0	\$0	\$0	\$187
Maintenance-Direct													
Irrigation System Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0	\$111,034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111,034
	\$159,643	\$163,401	\$146,285	\$127,157	\$244,335	\$128,482	\$117,598	\$122,348	\$144,746	\$0	\$0	\$0	\$1,353,995
Total Expenditures	\$195,102	\$175,356	\$157,583	\$136,711	\$258,619	\$146,539	\$132,989	\$134,462	\$158,242	\$0	\$0	\$0	\$1,495,604
Excess Revenues (Expenditures)	(\$185,856)	\$103,404	\$1,072,032	(\$70,463)	(\$185,907)	(\$61,695)	(\$4,014)	(\$47,440)	(\$46,810)	\$0	\$0	\$0	\$573,251

Reunion East
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT

SERIES 2015A, SPECIAL ASSESSMENT REFUNDING BONDS		
INTEREST RATES:	4.000%, 5.000%, 5.000%	
MATURITY DATE:	5/1/2033	
RESERVE FUND REQUIREMENT	\$175,000	
RESERVE FUND BALANCE	\$175,000	
BONDS OUTSTANDING - 09/30/20		\$24,585,000
LESS: SPECIAL CALL 11/1/20		(\$5,000)
LESS: PRINCIPAL PAYMENT 05/1/21		(\$1,375,000)
LESS: PRINCIPAL PAYMENT 05/1/22		(\$1,450,000)
LESS: SPECIAL CALL 11/1/22		(\$10,000)
LESS: PRINCIPAL PAYMENT 05/1/23		(\$1,575,000)
CURRENT BONDS OUTSTANDING		\$20,170,000

SERIES 2021, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.400%, 2.850%, 3.150%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND REQUIREMENT	\$1,116,155	
RESERVE FUND BALANCE	\$1,116,155	
BONDS OUTSTANDING - 8/18/21		\$20,355,000
LESS: PRINCIPAL PAYMENT 05/1/22		(\$425,000)
LESS: PRINCIPAL PAYMENT 05/1/23		(\$435,000)
CURRENT BONDS OUTSTANDING		\$19,495,000

**REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2023

TAX COLLECTOR

Gross Assessments \$ 5,405,898 \$ 2,024,545 \$ 2,725,969 \$ 655,384
Net Assessments \$ 5,081,544 \$ 1,903,073 \$ 2,562,411 \$ 616,061

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	2015A		2021	
							General Fund 37.45%	Debt Svc Fund 50.43%	Debt Svc Fund 12.12%	Total 100%
11/18/22	ACH	\$ 34,961.54	\$ 1,852.14	\$ 662.19	\$ -	\$ 32,447.21	\$ 12,151.70	\$ 16,361.77	\$ 3,933.74	\$ 32,447.21
11/22/22	ACH	\$ 594,205.46	\$ 23,768.08	\$ 11,408.74	\$ -	\$ 559,028.64	\$ 209,359.99	\$ 281,894.81	\$ 67,773.83	\$ 559,028.64
12/9/22	ACH	\$ 2,824,367.20	\$ 112,973.77	\$ 54,227.88	\$ -	\$ 2,657,165.55	\$ 995,126.41	\$ 1,339,897.70	\$ 322,141.44	\$ 2,657,165.55
12/9/22	ACH	\$ 1,362.25	\$ -	\$ 27.24	\$ -	\$ 1,335.01	\$ 499.97	\$ 673.19	\$ 161.85	\$ 1,335.01
12/22/22	ACH	\$ 647,699.55	\$ 24,851.81	\$ 12,456.95	\$ -	\$ 610,390.79	\$ 228,595.47	\$ 307,794.60	\$ 74,000.72	\$ 610,390.79
1/10/23	ACH	\$ 147,832.59	\$ 4,435.00	\$ 2,867.96	\$ -	\$ 140,529.63	\$ 52,629.29	\$ 70,863.23	\$ 17,037.11	\$ 140,529.63
1/10/23	ACH	\$ 18,944.26	\$ 542.64	\$ 368.03	\$ -	\$ 18,033.59	\$ 6,753.70	\$ 9,093.59	\$ 2,186.30	\$ 18,033.59
1/24/23	ACH	\$ -	\$ -	\$ -	\$ 2,824.66	\$ 2,824.66	\$ 1,057.85	\$ 1,424.36	\$ 342.45	\$ 2,824.66
2/9/23	ACH	\$ 1,613.93	\$ 14.43	\$ 31.99	\$ -	\$ 1,567.51	\$ 587.04	\$ 790.43	\$ 190.04	\$ 1,567.51
2/9/23	ACH	\$ 182,861.82	\$ 4,052.10	\$ 3,576.19	\$ -	\$ 175,233.53	\$ 65,626.14	\$ 88,362.96	\$ 21,244.44	\$ 175,233.53
3/10/23	ACH	\$ 138,737.94	\$ 1,429.39	\$ 2,746.17	\$ -	\$ 134,562.38	\$ 50,394.52	\$ 67,854.19	\$ 16,313.67	\$ 134,562.38
4/11/23	ACH	\$ 311,464.79	\$ 23.98	\$ 6,228.81	\$ -	\$ 305,212.00	\$ 114,303.95	\$ 153,905.67	\$ 37,002.37	\$ 305,212.00
4/11/23	ACH	\$ 19,882.62	\$ -	\$ 397.66	\$ -	\$ 19,484.96	\$ 7,297.25	\$ 9,825.45	\$ 2,362.26	\$ 19,484.96
4/24/23	ACH	\$ -	\$ -	\$ -	\$ 805.97	\$ 805.97	\$ 301.84	\$ 406.42	\$ 97.71	\$ 805.97
5/10/23	ACH	\$ 216,070.89	\$ -	\$ 4,321.42	\$ -	\$ 211,749.47	\$ 79,301.60	\$ 106,776.42	\$ 25,671.44	\$ 211,749.47
5/10/23	ACH	\$ 1,461.13	\$ -	\$ 29.22	\$ -	\$ 1,431.91	\$ 536.26	\$ 722.05	\$ 173.60	\$ 1,431.91
6/12/23	ACH	\$ 502.08	\$ -	\$ 10.05	\$ -	\$ 492.03	\$ 184.27	\$ 248.11	\$ 59.65	\$ 492.03
6/12/23	ACH	\$ 66,828.55	\$ -	\$ 1,336.57	\$ -	\$ 65,491.98	\$ 24,527.19	\$ 33,024.87	\$ 7,939.92	\$ 65,491.98
6/16/23	ACH	\$ 211,366.12	\$ -	\$ 4,227.32	\$ -	\$ 207,138.80	\$ 77,574.88	\$ 104,451.45	\$ 25,112.47	\$ 207,138.80
Totals		\$ 5,420,162.72	\$ 173,943.34	\$ 104,924.39	\$ 3,630.63	\$ 5,144,925.62	\$ 1,926,809.33	\$ 2,594,371.29	\$ 623,745.00	\$ 5,144,925.62

DIRECT BILLED

Ehof II - Spectrum LLC \$600,261.03 \$100,207.35 \$500,053.68

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2021
11/30/22	11/1/22	WIRE	\$ 300,130.51	\$ 300,130.51	\$ 50,103.67	\$ 250,026.84
3/24/23	2/1/23	6869	\$ 150,065.26	\$ 150,065.26	\$ 25,051.84	\$ 125,013.42
7/5/23	5/1/23	7923	\$ 150,065.26	\$ 150,065.26	\$ 25,051.84	\$ 125,013.42
			\$ 600,261.03	\$ 600,261.03	\$ 100,207.35	\$ 500,053.68

Orlando Reunion Development LLC \$2,385.91 \$2,385.91

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
10/28/22	11/1/22	142522	\$ 1,192.95	\$ 1,192.95	\$ 1,192.95
10/28/22	2/1/23	142522	\$ 596.48	\$ 596.48	\$ 596.48
10/28/22	5/1/23	142522	\$ 596.48	\$ 596.48	\$ 596.48
			\$ 2,385.91	\$ 2,385.91	\$ 2,385.91

SUMMARY		
		GENERAL FUND
		DEBT SERVICE SERIES 2021
TOTAL DIRECT BILLED		\$102,593.26
TOTAL RECEIVED		\$ 102,593.26
VARIANCE		\$ -

SECTION 4

FORM OF REQUISITION

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (SERIES 2021 PROJECT)

The undersigned, a Responsible Officer of Reunion East Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as successor trustee (the "Trustee"), dated as of March 1, 2002, as supplemented by that certain Eighth Supplemental Trust Indenture, dated as of August 1, 2021 (collectively, the "Series 2021 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2021 Indenture):

(A) Requisition Number: **8**

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement

Governmental Management Services, LLC

(D) Amount Payable: **\$ 3,500.00**

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Invoice #594 – FY2023 Construction Accounting for Series 2021.

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. Obligations in the stated amount set forth above have been incurred by the District,
2. Each disbursement set forth above is a proper charge against Series 2021 Acquisition and Construction Fund; and
3. Each disbursement set forth above was incurred in connection with the Cost of the Series 2021 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or services rendered as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2021 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2021 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2021 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2021 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 594
Invoice Date: 6/29/23
Due Date: 6/29/23
Case:
P.O. Number:

Bill To:
Reunion East CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Construction Accounting FY2023 - Series 2021		3,500.00	3,500.00
		Total	\$3,500.00
		Payments/Credits	\$0.00
		Balance Due	\$3,500.00

SECTION 5

Reunion East and West R&M

FY2023 Budgeted Projects	Budget Amount	RE 56%	RW 44%	Estimated Date	Projected Total
Gate House Roof Replacement (Sinclair, Spine, Reunion Blvd)	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00	August	\$ 45,000.00
HVAC Replacement (Heritage Crossings Community Center)	\$ 132,862.00	\$ 74,402.72	\$ 58,459.28	In Process	\$ 161,090.00
Asphalt/Pavement Management Plan (Engineer's Report)	\$ 33,500.00	\$ 18,760.00	\$ 14,740.00	Completed	\$ 21,200.00
Reunion Resort/Reunion Village Gate Access	\$ 349,474.00	\$ 195,705.44	\$ 153,768.56	In Process	\$ 331,000.00
No Parking Signs (Reunion Village) and Sign Allowance	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00	may upgrade below	
Pool Furniture (Inventory)	\$ 15,000.00	\$ 8,400.00	\$ 6,600.00	Completed	\$ 15,000.00
Roadway Improvements (Restriping Reunion West Tradition Circle to Sinclair Gate)	\$ 27,800.00	\$ 15,568.00	\$ 12,232.00	DEFER	\$ 10,000.00
Traffic Calming (Signage, Radar Display Signage, Speed Humps)	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00	Completed & DEFER	\$ 8,302.00
Stormwater Repairs Allowance	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00		\$ 40,000.00
Repair/Rebuild Two Roadway Arbors	\$ 9,672.00	\$ 5,416.32	\$ 4,255.68	Completed	\$ 10,000.00
Seven Eagles Roof Replacement	\$ 172,010.00	\$ 96,325.60	\$ 75,684.40	September	\$ 160,000.00
Upgrade Access Control for Carriage Pointe	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00	Completed	\$ 8,400.00
RW Amenity Development Playground & Outdoor Fitness Center	\$ 10,000.00	\$ 5,600.00	\$ 4,400.00	Completed	\$ 18,000.00
Subtotal Budgeted R&M	\$ 1,000,318.00	\$ 560,178.08	\$ 440,139.92		
FY2023 Not Budgeted - Under Consideration	Estimated Amount	RE 56%	RW 44%	Estimated Date	
RE Playground Enhancement - Swing Set	\$ 14,931.05	\$ 8,361.39	\$ 6,569.66	Completed	\$ 14,932.00
Pool Furniture - Seven Eagles	\$ 6,950.00	\$ 3,892.00	\$ 3,058.00	Completed	\$ 7,000.00
Upgrade Sign Posts	\$ 47,000.00			August	\$ 47,500.00
Seven Eagles Fountain Replacement	\$ 45,000.00			August	\$ 45,000.00
Access Control System at Reunion Village Gate	\$ 20,000.00			In Process	\$ 20,000.00
Subtotal Not Budgeted R&M	\$ 133,881.05	\$ 74,973.39	\$ 9,627.66		
Other R&M Work					
sidewalk/building					\$ 50,607.40
playground/outdoor fitness area					\$ 31,699.00
pool					\$ 9,810.00
Total R&M	\$ 1,134,199.05	\$ 635,151.47	\$ 449,767.58		\$ 1,054,540.40

SECTION VI

**NOTICE OF MEETING DATES
REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Reunion East Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2024** at **1:00 pm at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida 34747**, on the **second Thursday** of each month as follows:

October 12, 2023
November 9, 2023
December 14, 2023
January 11, 2024
February 8, 2024
March 14, 2024
April 11, 2024
May 9, 2024
June 13, 2024
July 11, 2024
August 8, 2024
September 12, 2024

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating at that meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Tricia L. Adams
Governmental Management Services – Central Florida, LLC
District Manager