

***Kepler Road
Community Development District***

Agenda

June 8, 2026

AGENDA

Kepler Road
Community Development District

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

REVISED AGENDA

June 1, 2026

Board of Supervisors
Kepler Road
Community Development District

Dear Board Members:

The special meeting of the Board of Supervisors of the Kepler Road Community Development District will be held **Monday, June 8, 2026, at 11:00 AM the Gateway Center of the Arts, 880 Hwy 17, DeBary, FL 32713**. Following is the advance agenda for the regular meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 26, 2025, Board of Supervisors Meeting
4. Consideration of Acquisition Items:
 - A. Acquisition of Remaining Phase 1 Master Improvements
 - B. Acquisition of Phase 2 Master Improvements
 - C. Consideration of Acquisition Agreement for Series 2026 Project
 - D. Acquisition of Phase 3 Master Improvements
5. Consideration of Maintenance Map
6. Consideration of Cost Share Agreement with HOA
7. Consideration of Resolution 2026-01 Approving the Fiscal Year 2027 Proposed Budget and Setting a Public Hearing to Adopt
8. Consideration of Resolution 2026-02 Setting Date, Time and Location of Landowners' Election and Meeting
9. Consideration of Resolution 2026-03 Updating Registered Agent
10. Presentation of Series 2024 Arbitrage Rebate Report
11. Ratification of Agreement for Collection of Non- Ad Valorem Assessments with Volusia County Property Appraiser

12. Consideration of Form of Letter Agreement Authorizing Private Fence Connection to District Fence
13. **Ratification of Recorded Disclosure of Public Financing Report – Added**
14. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager’s Report
 - i. Approval of Check Registers Oct - May
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Series 2024 Requisition No. 4
 - iv. Presentation of Registered Voters - 17
 - D. Field Manager
 - i. Blade Runners Landscaping Proposals
 - a. Consideration of Revised Phase 1 Landscape Services Proposal with Scope of Services
 - b. Consideration of Extra Mulch and Pine Straw
 - c. Ratification of Conservation Pole for Signs
 - d. Ratification of Dead Tree (2) Removal
 - ii. Consideration of Proposal for Dog Station Installation
15. Other Business
16. Supervisors Requests
17. Adjournment

MINUTES

**MINUTES OF MEETING
KEPLER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Kepler Road Community Development District was held Tuesday, **August 26, 2025** at 10:30 a.m. at the Gateway Center for the Arts, 880 Highway 17, DeBary, Florida.

Present and constituting a quorum:

Tony Iorio	Chairman
Doug Beasley	Vice Chairman
Rocky Owen	Assistant Secretary
Tom Franklin	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Michelle Rigoni <i>by phone</i>	District Counsel
Sean Fortier <i>by phone</i>	District Engineer, Kelly, Collins & Gentry, Inc.
Rob Szozda	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Iorio called the meeting to order at 10:30 a.m. and called roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint stated there were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the April 14,
2025 Board of Supervisors Meeting**

Mr. Flint presented the minutes from the April 14, 2025, Board of Supervisors meeting and asked for any comments or corrections.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Minutes of the April 14, 2025 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2025-06
Resetting the Date, Time, and Location of
the Fiscal Year 2026 Budget Public
Hearing**

Mr. Flint stated this resolution resets the date and time for the FY26 budget public hearing. He noted that the location will stay the same.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2025-06 Resetting the Date & Time of the Fiscal Year 2026 Budget Public Hearing – the Location Stays the Same, was approved.

FIFTH ORDER OF BUSINESS

Public Hearings

Mr. Flint asked for a motion to open the budget public hearings.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Opening the Public Hearing, was approved.

Mr. Flint stated the public hearing is open. There are no members of the public present to provide comment.

A. Consideration of Resolution 2025-07 Adopting the District’s Fiscal Year 2026 Budget and Appropriating Funds

Mr. Flint stated the budget is attached to Resolution 2025-07. A portion of this budget is admin only; a portion is admin and maintenance and there is a developer contribution component to balance it. This is the first time O&M assessments will be levied. Mailed notice was sent out to all of the property owners notifying them of the date, time and place of the public hearing. It was also advertised in accordance with the statutes. He asked for any questions on the resolution or the budget.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2025-07 Adopting the District’s Fiscal Year 2026 Budget and Appropriating Funds, was approved.

B. Consideration of Resolution 2025-08 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated two exhibits are attached to Resolution 2025-08. The first resolution is the budget that was just approved and the second resolution is the assessment roll. There are no members of the public present to provide comment.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2025-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Closing the Public Hearings, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2026 Budget Funding Agreement

Mr. Flint stated the form of this agreement is similar to what the Board has seen in the past. Ms. Rigoni stated because of the District’s ability to levy at a targeted assessment amount and the developer contribution, dependent on the assurance that the related landowners buy out this funding agreement would agree to pay those funds as necessary. This form is in final form and has already been fully executed so looking for a motion to ratify the agreement.

On MOTION by Mr. Franklin, seconded by Mr. Beasley, with all in favor, the Fiscal Year 2026 Budget Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2024 Financial Audit Report

Mr. Flint stated the CDD is a government entity that is required to have an annual independent audit. Grau & Associates was selected as the auditor. This was completed and filed

with the state by June 30th. He asked for acceptance of the report and ratification of its transmittal. It is a clean audit.

On MOTION by Mr. Franklin, seconded by Mr. Beasley, with all in favor, Accepting the Fiscal Year 2024 Financial Audit Report, was approved.

EIGHTH ORDER OF BUSINESS

Presentation of Series 2024 Arbitrage Rebate Proposal

Mr. Flint stated the IRS requires the District to demonstrate they haven't earned more interest than they have paid. The Board retained AMTEC to perform that calculation. AMTEC was asked to provide pricing for five years. It is \$450 per year. He asked for any questions on the proposal.

On MOTION by Mr. Franklin, seconded by Mr. Beasley, with all in favor, the Series 2024 Arbitrage Rebate Proposal, was approved.

NINTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025 Audit Engagement Letter with Grau & Associates

Mr. Flint stated this is the engagement for Grau to perform the Fiscal Year 2025 audit. FY25 ends on September 30th. When audit services were bid out, Grau provided five years of fees. There fee is a NTE \$4,400.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Fiscal Year 2025 Audit Engagement Letter from Grau & Associates, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni had nothing to report but offered to answer any questions.

B. Engineer

Mr. Fortier updated the Board on status of construction. Mr. Iorio asked for a quick update on Phases 2 & 3. Mr. Fortier stated Phases 2 & 3 are about to commence any day.

C. District Manager’s Report

i. Balance Sheet & Income Statement

Mr. Flint presented the unaudited financials. There is no action required by the Board.

ii. Ratification of Funding Request No. 21

Mr. Flint noted funding request No. 21 was submitted under the developers funding agreement.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Funding Request No. 21, was ratified.

iii. Presentation of Registered Voters – 0

Mr. Flint noted each year the District is required to announce the number of registered voters. As of April 15th, Kepler Road had zero registered voters.

iv. Approval of Fiscal Year 2026 Meeting Schedule

Mr. Flint stated a meeting schedule was prepared that is consistent with the current practice of meeting on the second Monday of each month at 11:00 a.m. in this location.

On MOTION by Mr. Beasley, seconded by Mr. Franklin, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

v. District Goals and Objectives

a. Adoption of Fiscal Year 2026 Goals & Objectives

Mr. Flint stated legislature adopted a requirement that Special Districts approve goals and objectives annually. Fiscal Year 2026 goals & objectives are the same as Fiscal Year 2025 with the exception of adding infrastructure and facilities maintenance. The two goals under the category deal with the field manager site inspections and the annual District Engineers information that they are required to do under the Indenture.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Adoption of Fiscal Year 2026 Goals & Objectives, was approved.

b. Presentation of Fiscal Year 2025 Goals & Objectives Authorizing Chair to Execute

Mr. Flint stated for the current year the District is required to report on their performance on the goals & objectives for FY25. The fiscal year is not over. This item asks that the Board delegate authority to the Chair to execute that report once the fiscal year is over. It will be brought back for ratification.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Accepting the Fiscal Year 2025 Goals & Objectives Authorizing Chair to Execute, was approved.

D. Field Manager’s Report

Mr. Szozda reviewed the Field Managers Report. He reviewed quotes from Blade Runners and Juniper. Blade Runners was about \$10K cheaper than Juniper for maintaining. He recommended staying with Blade Runners going forward.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, to Continue with Blade Runners & Direct Counsel to Prepare a Contract, was approved.

Mr. Szozda reviewed quotes from Applied Aquatics and Solitude. Both had similar bids. Applied Aquatics is \$375 per month.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, the Applied Aquatics Proposal, was approved.

ELEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Supervisors Requests

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Beasley seconded by Mr. Franklin with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION C

**ACQUISITION AGREEMENT
(Phases 3 and 4)**

THIS ACQUISITION AGREEMENT (PHASES 3 AND 4) (“Agreement”) is made and entered into by the following parties, and to be effective as of June 8, 2026 (“**Effective Date**”):

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within the City of DeLand, Volusia County, Florida (“**District**”); and

RISEWELL HOMES FLORIDA LLC, a Delaware limited liability company, an owner and developer of a portion of lands within the boundaries of the District, whose local office address is 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814 (the “**Risewell**”); and

TLC TRINITY GARDENS, LLC, a Florida limited liability company, an owner and master developer of the lands within the boundaries of the District, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 (“**TLC**” and together with Risewell, the “**Developer**” and together District, the “**Parties**” and individually, “**Party**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2023-27, enacted by the City Commission of the City of DeLand, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to onsite and offsite master utilities system, including potable water, reclaimed water, and sanitary sewer systems, master stormwater management system, electrical service system (underground), conservation/mitigation areas, onsite and offsite public roadway improvements, multi-modal trails, trails, landscape, hardscape, and irrigation improvements; and other infrastructure; and

WHEREAS, Risewell is the owner and developer of certain lands within the boundaries of the District known as Phase 3; and

WHEREAS, TLC is and owner and/or developer of certain lands within the boundaries known as Phase 4; and

WHEREAS, the District presently intends to finance a portion of the planning, design, acquisition, construction, and/or installation of infrastructure improvements, facilities, and services (collectively, “**District Improvements**”) comprising the District’s capital improvement plan for Phases 3 and 4 (“**Project**”) as detailed in the *Master Engineer’s Report* dated February 12, 2024 (attached to this Agreement as **Exhibit A**, as may be further amended and supplemented (including applicable amendment and supplemental report, the “**Engineer’s Report**”); and

WHEREAS, the anticipated costs of the District Improvements are identified in the Engineer’s Report, which may be further supplemented from time to time (“**Project Costs**”); and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and

related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (“**Work Product**”); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in **Exhibit A** until such time as the District has closed on the sale of its proposed Kepler Road Community Development District Capital Improvement Revenue Bonds, in one or more series (“**Bonds**”), the proceeds of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), the Developer desires to convey, or cause to be conveyed, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in **Exhibit A**, if any such conveyances are appropriate (“**Real Property**”), upon the terms and conditions contained herein; and

WHEREAS, the District and the Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the Parties may jointly agree upon (each an “**Acquisition Date**”), but all must be no later than the end of a reasonable time period for acquisition considering the type of Work Product, Real Property and District Improvements to be conveyed, or such other time period required to maintain the tax-exempt status of the Bonds as determined by an opinion of the District’s bond counsel. The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts (“**Construction Contracts**”). Such acceptance is predicated upon meeting the District’s requirements, including but not limited to: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with Section 255.05, F.S., if required, (ii) receipt by the District of a release from each general contractor

acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, F.S., if any, and waiving any and all claims against the District arising as a result of or connected with such assignment of Construction Contracts. The Developer hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public, in each case only as such claims relate to the period of time prior to the District's acceptance of the assignment of Construction Contracts.

4. ACQUISITION OF WORK PRODUCT. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide, or cause to be provided, copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product acquired with proceeds from the Bonds. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's trustee for the Bonds ("**Trustee**"). In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for Bond funds from the Trustee. The foregoing engineering review and certification process shall hereinafter be referred to as the "**Review Process.**" The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements.

- A. The Developer agrees to convey or cause to be conveyed to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third-party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the Board pursuant to and as set forth in this Agreement.
- B. Except as otherwise provided for in this Agreement, the Developer agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of the Developer in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by the Developer. To the extent determined necessary by the District, the Developer shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to,

any architectural, engineering, or other professional services.

- C. Notwithstanding anything to the contrary contained herein: (i) the Developer's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and the Developer shall not be held liable for the Work Product or any defect therein and (ii) the Developer reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 4.D. of this Agreement.
- D. The Developer agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of the Developer that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.
- E. The District hereby grants to the Developer, and the Developer hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Developer agrees to pay such cost or expense.

5. **ACQUISITION OF DISTRICT IMPROVEMENTS.** Subject to any applicable legal requirements (e.g., including, but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to acquire completed District Improvements. When a portion of the District Improvements are completed and ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, or cause to be provided, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the District Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or the Developer in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 6. The District Engineer in consultation with counsel and the Developer shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 4 above. The District's Manager ("**District Manager**") shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the

reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.

- B. The District Engineer shall certify as to the actual cost of any District Improvement. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Developer agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

6. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Developer agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and the Developer, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the Board together with a metes and bounds or other description, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District Improvements. The Parties agree that all Real Property shall be provided to the District at no cost unless the costs for the Real Property are expressly included as part of the Project Costs. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by the Developer of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Developer conveys all said lands to the District, as applicable. At the time of conveyance, and if desired by the District, the Developer shall provide, or cause to be provided, at its expense, an owner's title insurance policy or obtain an opinion of title in a form satisfactory to the District.
- B. Boundary or Other Adjustments. The Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by

both Parties in order to accurately describe lands conveyed to the District and lands which remain in the Developer's ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

7. TAXES, ASSESSMENTS, AND COSTS.

- A. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Developer's property or property interest. As to any parcel of Real Property conveyed by the Developer pursuant to this Agreement, the potential obligations of the Developer to pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.
- B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2026, the applicable Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2026. If any additional taxes are imposed on the District's property in 2026 for a period which property was owned by the Developer, then the Developer agrees to reimburse the District for that additional amount.
 2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

- C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments or costs imposed on the property acquired by the District as described in subsection B above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

8. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and the Developer hereby agree that an acquisition pursuant to this Agreement ("**Acquisition**") by the District may be completed prior to the District obtaining proceeds from Bonds. The District agrees to pursue the issuance of the Bonds in good faith; provided however, nothing herein shall cause or be construed to require the District to issue Bonds or other forms of indebtedness to provide funds for any unfunded Acquisition. In the event that the District issues Bonds and has Bond proceeds available to pay for any portion of the Acquisitions acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, District Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or, further, in the event the District's bond counsel determines that any such Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Acquisitions. Interest shall not accrue on the amounts owed for any prior Acquisitions. In the event the District does not or cannot issue the sufficient Bonds within six (6) years from the Effective Date of this Agreement to pay for all Acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever for those unfunded Acquisitions, except as otherwise designated in writing by the District as Unpaid Requisitions pursuant to, and as defined in, the applicable Supplemental Trust Indenture. The Developer acknowledges that the District may convey some or all of the District Improvements, Work Product, or Real Property described in the Engineer's Report to a general purpose unit of local government or certain utility providers and consents to such conveyance(s) prior to payment being made to the Developer for any prior Acquisitions.

9. DEFAULT. A default by either Party under this Agreement, which continues for a period of

thirty (30) days after notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance.

10. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other Party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

11. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

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

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

14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- A. If to the Risewell: Risewell Homes Florida LLC
2420 S. Lakemont Avenue, Suite 450
Orlando, Florida 32814
Attn: Dan Kaiser
- With a copy to: Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Attn: Elesa Sowell
- If to TLC: TLC Trinity Gardens, LLC
605 Commonwealth Avenue
Orlando, Florida 32803
Attn: Andrew Orosz
- B. If to District: Kepler Road Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: George Flint
- With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

Attn: Michelle Rigoni

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

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

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

17. ASSIGNMENT; RESERVATION OF RIGHT TO DIRECT PAYMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign its right to payment hereunder from Bond proceeds for the Acquisitions acquired by the District pursuant to this Agreement without further consent of the Parties hereto.

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

19. [RESERVED]

20. TERMINATION. This Agreement may be terminated by the District or the Developer without penalty in the event that the District does not issue its proposed Bonds.

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

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

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

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

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

Attest:

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Name: Tony Iorio
Its: Chairman

RISEWELL HOMES FLORIDA LLC, a Delaware limited liability company

Witness

By: _____
Name: _____
Its: _____

TLC TRINITY GARDENS LLC, a Delaware limited liability company

Witness

By: _____
Name: _____
Its: _____

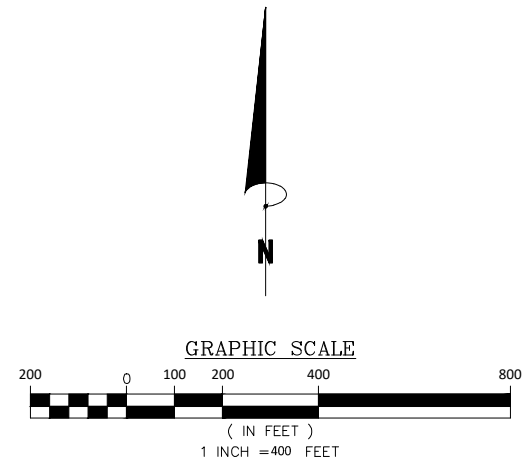
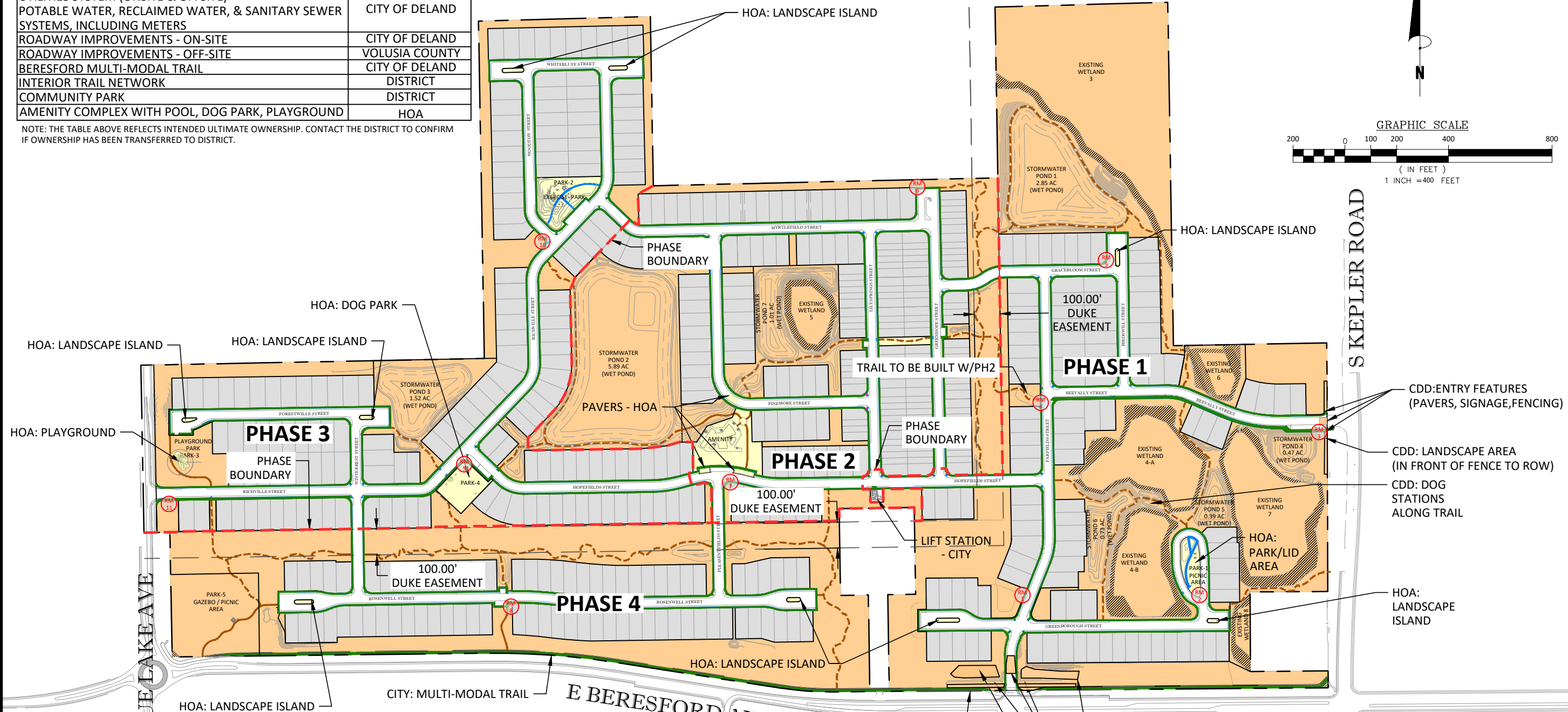
Exhibit A: *Engineer's Report*

**Exhibit A:
Engineer's Report**

SECTION V

Improvement	OWNERSHIP
STORMWATER & CONSERVATION / MITIGATION AREAS	DISTRICT
UTILITIES SYSTEM (ONSITE & OFFSITE)	
POTABLE WATER, RECLAIMED WATER, & SANITARY SEWER SYSTEMS, INCLUDING METERS	CITY OF DELAND
ROADWAY IMPROVEMENTS - ON-SITE	CITY OF DELAND
ROADWAY IMPROVEMENTS - OFF-SITE	VOLUSIA COUNTY
BERESFORD MULTI-MODAL TRAIL	CITY OF DELAND
INTERIOR TRAIL NETWORK	DISTRICT
COMMUNITY PARK	DISTRICT
AMENITY COMPLEX WITH POOL, DOG PARK, PLAYGROUND	HOA

NOTE: THE TABLE ABOVE REFLECTS INTENDED ULTIMATE OWNERSHIP. CONTACT THE DISTRICT TO CONFIRM IF OWNERSHIP HAS BEEN TRANSFERRED TO DISTRICT.



LEGEND	
	PROJECT BOUNDARY
	CDD MAINTENANCE RESPONSIBILITY
	HOA MAINTENANCE RESPONSIBILITY
	CITY MAINTAINED MULTIMODAL TRAIL/SIDEWALK* *HOA RESPONSIBLE FOR SIDEWALK REPAIRS WITHIN SUBDIVISION RELATED TO STREET TREES
	CDD: MULCH TRAILS
	CDD: PAVED TRAILS
	HOA: PAVED TRAILS / SIDEWALK
	CDD: RECLAIM IRRIGATION METER

KCG
 KELLY, COLLINS & GENTRY, INC.
 1500 NORFOLK ORANGE AVENUE, SUITE 400
 ORLANDO, FLORIDA 32804
 (407) 898-7858 FAX (407) 898-1488

NO.	REVISION	DATE
6		
5		
4		
3		
2		
1		

PREPARED FOR:
HANOVER LAND COMPANY

PROJECT:
TRINITY GARDENS

MAINTENANCE RESPONSIBILITY

DRAWN: DSR
DESIGN: DSR
CHECKED: SEF
JOB NO.: 1503.00
DATE: 01/23/2025
SHEET
1-1

SECTION VI

COST SHARE AGREEMENT BETWEEN THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT AND THE TRINITY GARDENS HOME OWNERS ASSOCIATION, INC., FOR IRRIGATION SERVICES

THIS COST SHARE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2026 (“**Effective Date**”) by and between:

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Kissimmee, Florida 32801 (hereinafter, the “**District**”), and

TRINITY GARDENS HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 801 N. Main Street, Kissimmee, Florida 34744 (hereinafter “**Association**” and, together with District, “**Parties**” or individually, “**party**”).

RECITALS:

WHEREAS, the District was established by an ordinance adopted by the City Commission of City of Deland, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, neighborhood infrastructure (landscaping, hardscaping, monumentation, and fencing), and stormwater management; and

WHEREAS, Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in the District; and

WHEREAS, there is an irrigation system serving the development within the District which has mainline connections with meters (“**Irrigation Meters**”); and

WHEREAS, there is an electricity system serving the development within the District which has certain meters (“**Power Meters**” and together with Irrigation Meters, “**Meters**”); and

WHEREAS, the irrigation water utility accounts (“**Irrigation Accounts**”) and the electricity power accounts (“**Electricity Accounts**” and together with Irrigation Accounts, “**Accounts**”) are in the name of the District and the District pays the associated invoices; and

WHEREAS, certain Meters measure irrigation provided to landscaping improvements that are located on Association property (the “**Association Property**”) as well as District property (“**District Property**”), the general locations of which are depicted in the attached **Exhibit A**; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits received by the property owners and residences within the District, the District and Association desire to enter into this Agreement to provide for the allocation of costs associated with the irrigation so that each party pays its respective share.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. **Meter Cost Allocation.** Each party shall be responsible for its proportionate share of the utility costs on the Accounts associated with the Meters. Beginning with the effective date of this Agreement, the Association shall pay its proportionate share of the irrigation water usage costs incurred to the District based on the percentage of usage attributed to the Meters to be calculated as described in **Exhibit B** attached hereto. As a point of clarity, the Meters described on Exhibit B are:

a. Irrigation Meters

i. [Irrigation Meter numbers]: ___% District and ___% Association [REPEAT AS NECESSARY]

b. Power Meters

i. [Power Meter numbers]: ___% District and ___% Association [REPEAT AS NECESSARY]

3. **Billing and Payment.** The Accounts associated with the Meters are set up in the name of the District and utility bills associated with the Association will be sent to the Association. Once the District receives a monthly bill on the Account, the District shall calculate the amount due from Association for usage attributable to the Meters as set forth in Sections 2 above and shall send an invoice to the Association at the address listed in this Agreement. Association will then have twenty-five (25) days to submit payment to the District at the address listed in this Agreement. Failure of the Association to make timely payment of its proportionate share shall constitute a default under Section 4 of this Agreement.

4. **True-Up Payment.** The Parties acknowledge and agree that the Meters were held by the District prior to the effective date and that the District, on behalf of the Parties, has made certain payments for the Accounts benefiting both Association Property and District Property. Within fifteen (15) days of the Effective Date of this Agreement, the Association shall pay to the District a one-time true-up payment of \$_____ for costs incurred by the District which the Parties agree are attributable to the Association as its prorated share for prior use of Accounts.

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

6. **Enforcement of Agreement.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

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

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

10. **Notices.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to District: Kepler Road Community Development District
219 East Livingston Street
Kissimmee, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Association: Trinity Gardens Home Owners Association, Inc.
801 N. Main Street
Kissimmee, Florida 34744
Attn: Community Associations Manager

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

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

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

13. **Controlling Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties agree that the exclusive venue for any litigation or dispute arising hereunder shall be in a court of appropriate jurisdiction, in and for Volusia County, Florida.

14. **Effective Date and Term.** The Agreement shall be effective after execution by both Parties hereto as of the Effective Date and shall remain in effect unless terminated by either of the Parties hereto in accordance with the provisions of Section 15 of this Agreement.

15. **Termination.** The District shall have the right, but not the obligation, to terminate this Agreement for default by the Association if the Association shall become more than ninety (90) days delinquent on its payment obligations as set forth above. In addition, either Party may terminate this Agreement without cause upon sixty (60) days' notice to the other. However, as a condition precedent to the Association being released from its obligations hereunder, the Association must cause the Association Property to be placed on a separate Irrigation Meter(s) and Power Meter(s), as applicable, connected to an account in its own name and must pay for all expenses associated with such re-metering. The Association shall remain obligated by the terms and conditions of this Agreement until such time as the new meter and account is established and all payments due under this Agreement are made, which obligation shall survive the termination of this Agreement.

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

IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GFLINT@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

18. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:

**KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____
Its: _____

Attest:

TRINITY GARDENS HOME OWNERS ASSOCIATION, INC.

By: _____
Its: _____

Exhibit A: Description of District Property and Association Property

Exhibit B: Meters Cost Share Allocation

EXHIBIT A

EXHIBIT B

SECTION VII

RESOLUTION 2026-01
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Kepler Road Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 10, 2026

TIME: 11:00 AM

LOCATION: 880 Highway 17, DeBary, FL 32713

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

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

PASSED AND ADOPTED THIS 8th DAY OF JUNE 2026.

ATTEST:

**KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Kepler Road
Community Development District

Proposed Budget
FY2027



Table of Contents

1-2 General Fund

3-6 General Fund Narrative

7 Series 2024 Debt Service Fund

8-9 Series 2024 Amortization Schedule

Kepler Road
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY2027
Revenues					
Assessments - Admin & Maintenance	\$ 59,000	\$ 59,193	\$ -	\$ 59,193	\$ 233,373
Assessments - Admin Only	\$ 85,593	\$ 64,195	\$ 21,398	\$ 85,593	\$ 15,314
Developer Contributions	\$ 104,354	\$ 51,802	\$ 35,626	\$ 87,429	\$ 122,913
HOA Cost Share Revenue	\$ -	\$ -	\$ 42,331	\$ 42,331	\$ 10,000
Interest	\$ -	\$ 560	\$ 350	\$ 910	\$ -
Total Revenues	\$ 248,947	\$ 175,751	\$ 99,706	\$ 275,456	\$ 381,600
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 1,600	\$ -	\$ 667	\$ 667	\$ 1,600
FICA Expenditures	\$ 122	\$ -	\$ 51	\$ 51	\$ 122
Engineering	\$ 10,000	\$ 4,513	\$ 6,000	\$ 10,513	\$ 5,000
Attorney	\$ 15,000	\$ 10,326	\$ 5,000	\$ 15,326	\$ 15,000
Annual Audit	\$ 5,000	\$ 4,400	\$ -	\$ 4,400	\$ 6,500
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Arbitrage	\$ 450	\$ 450	\$ -	\$ 450	\$ 900
Dissemination	\$ 5,000	\$ 2,917	\$ 2,083	\$ 5,000	\$ 6,150
Trustee Fees	\$ 4,500	\$ 3,185	\$ 1,062	\$ 4,246	\$ 9,000
Management Fees	\$ 40,000	\$ 23,333	\$ 16,667	\$ 40,000	\$ 40,000
Information Technology	\$ 1,800	\$ 1,050	\$ 750	\$ 1,800	\$ 1,854
Website Maintenance	\$ 1,200	\$ 700	\$ 500	\$ 1,200	\$ 1,236
Postage & Delivery	\$ 750	\$ 39	\$ 313	\$ 351	\$ 750
Insurance	\$ 5,750	\$ 5,300	\$ -	\$ 5,300	\$ 6,095
Printing & Binding	\$ 600	\$ 4	\$ 250	\$ 254	\$ 600
Legal Advertising	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Other Current Charges	\$ 3,500	\$ 631	\$ 225	\$ 856	\$ 1,000
Office Supplies	\$ 300	\$ 1	\$ 125	\$ 126	\$ 100
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 110,747	\$ 62,022	\$ 38,692	\$ 100,714	\$ 106,082

Kepler Road

Community Development District

Proposed Budget

General Fund

Description	Adopted Budget FY2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY2027
Operation and Maintenance					
<i>Field Expenditures</i>					
Property Insurance	\$ 3,500	\$ 881	\$ -	\$ 881	\$ 2,500
Field Management	\$ 15,000	\$ 8,750	\$ 6,250	\$ 15,000	\$ 16,500
Landscape Maintenance	\$ 75,000	\$ 34,142	\$ 21,168	\$ 55,311	\$ 151,132
Landscape Contingency	\$ 5,000	\$ -	\$ 2,083	\$ 2,083	\$ 13,500
Lake Maintenance	\$ 11,500	\$ 2,625	\$ 1,875	\$ 4,500	\$ 14,760
Electric	\$ 1,200	\$ -	\$ 500	\$ 500	\$ 3,000
Water & Sewer	\$ 15,000	\$ 75,066	\$ 15,000	\$ 90,066	\$ 45,126
Irrigation Repairs	\$ 3,500	\$ 1,402	\$ 1,458	\$ 2,860	\$ 7,000
General Repairs & Maintenance	\$ 5,000	\$ -	\$ 2,083	\$ 2,083	\$ 15,500
Contingency	\$ 3,500	\$ -	\$ 1,458	\$ 1,458	\$ 6,500
Total Operations & Maintenance	\$ 138,200	\$ 122,866	\$ 51,877	\$ 174,742	\$ 275,518
Total Expenditures	\$ 248,947	\$ 184,888	\$ 90,568	\$ 275,456	\$ 381,600
Excess Revenues/(Expenditures)	\$ -	\$ (9,137)	\$ 9,137	\$ -	\$ -

Product	ERU	Assessable Units	Total ERU's	Net Assessment	Net Per Unit	Gross Per Unit
Townhome	0.64	118	75.52	\$39,648	\$336.00	\$357.45
Single Family 50'	1.00	255	255.00	\$133,875	\$525.00	\$558.51
Single Family 60'	1.20	95	114.00	\$59,850	\$630.00	\$670.21
Unplatted Units		75		\$15,314	N/A	N/A
Developer Contribution				\$122,913	N/A	N/A
Total ERU's		543	369.00	\$371,600		

Product	FY27 Gross Per Unit	FY26 Gross Per Unit	Increase/ (Decrease)
Townhome	\$357.45	\$145.14	\$212.31
Single Family 50'	\$558.51	\$531.91	\$26.60
Single Family 60'	\$670.21	\$638.30	\$31.91

Kepler Road Community Development District General Fund Narrative

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

Developer Contributions

The District will also enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expenditures

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

Engineering

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District is 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.

Kepler Road Community Development District General Fund Narrative

Arbitrage

The District has contracted with AMTEC to annually calculate the District's Arbitrage Rebate Liability on the Series 2024 bonds.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. Governmental Management Services – Central Florida, LLC completes these reporting requirements.

Trustee Fees

The District issued the Series 2024 Capital Improvement Revenue Bonds that are deposited with a Trustee at USBank.

Management Fees

The District will receive Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs with Governmental Management Services – Central Florida, LLC related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC 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.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Kepler Road Community Development District General Fund Narrative

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

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Field Expenditures

Property Insurance

Represents insurance that covers the districts property.

Field Management

The District will contract for onsite field management of contracts for the District such as landscape and lake maintenance. Services include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The district is currently contracted with Blade Runners Commercial Landscaping Orlando, LLC.

Landscape Contingency

Represents estimated costs related to the replacement of any landscaping needed throughout the fiscal year.

Lake Maintenance

Represents the costs of aquatic management services for the District's lakes. Services may include monthly inspections and/or treatments needed to maintain control of noxious vegetation growth within the lakes. The district is currently contracted with Applied Aquatic Management, Inc.

Electric

Represents current and estimated electric charges of common areas throughout the District.

**Kepler Road
Community Development District
General Fund Narrative**

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any standard category.

Kepler Road
Community Development District
Proposed Budget
Series 2024 Debt Service Fund

	Adopted Budget FY2026	Actuals Thru 4/30/26	Projected Next 5 Months	Total Projected 9/30/26	Proposed Budget FY2027
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Revenues

Assessments	\$ 342,511	\$ 290,071	\$ 52,440	\$ 342,511	\$ 340,115
Assessments - Prepayments	\$ -	\$ 35,245	\$ -	\$ 35,245	\$ -
Interest	\$ 4,000	\$ 6,464	\$ 2,500	\$ 8,964	\$ 4,000
Carry Forward Surplus	\$ 141,121	\$ 143,585	\$ -	\$ 143,585	\$ 141,909
Total Revenues	\$ 487,632	\$ 475,365	\$ 54,940	\$ 530,305	\$ 486,024

Expenditures

Interest - 11/1	\$ 133,101	\$ 133,101	\$ -	\$ 133,101	\$ 130,544
Interest - 2/1		\$ 453	\$ -	\$ 453	\$ -
Special Call - 2/1		\$ 35,000	\$ -	\$ 35,000	\$ -
Principal - 5/1	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	\$ 80,000
Interest - 5/1	\$ 133,101	\$ -	\$ 132,194	\$ 132,194	\$ 130,544
Total Expenditures	\$ 341,201	\$ 168,554	\$ 207,194	\$ 375,748	\$ 341,089

Other Financing Sources/(Uses)

Transfer In/(Out)	\$ -	\$ (12,647)	\$ -	\$ (12,647)	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ (12,647)	\$ -	\$ (12,647)	\$ -

Excess Revenues/(Expenditures)	\$ 146,431	\$ 294,163	\$ (152,254)	\$ 141,909	\$ 144,936
---------------------------------------	-------------------	-------------------	---------------------	-------------------	-------------------

Interest - 11/1/27 \$ 128,784.38

Net Assessments \$ 340,115

Collection Cost (6%) \$ 21,709

Gross Assessments \$ 361,824

Property Type	Platted Units	Maximum Annual	
		Debt Service	Net Per Unit
Townhome	118	\$116,377	\$986
Single Family 50'	150	\$176,116	\$1,174
Single Family 60'	39	\$47,622	\$1,221
	307	\$340,115	

Kepler Road
Community Development District
Series 2024 Special Assessment Bonds
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
11/01/26	\$ 5,005,000.00	\$ -	\$ 130,544.38	\$ 337,738.75
05/01/27	\$ 5,005,000.00	\$ 80,000.00	\$ 130,544.38	
11/01/27	\$ 4,925,000.00	\$ -	\$ 128,784.38	\$ 339,328.75
05/01/28	\$ 4,925,000.00	\$ 80,000.00	\$ 128,784.38	
11/01/28	\$ 4,845,000.00	\$ -	\$ 127,024.38	\$ 335,808.75
05/01/29	\$ 4,845,000.00	\$ 85,000.00	\$ 127,024.38	
11/01/29	\$ 4,760,000.00	\$ -	\$ 125,154.38	\$ 337,178.75
05/01/30	\$ 4,760,000.00	\$ 90,000.00	\$ 125,154.38	
11/01/30	\$ 4,670,000.00	\$ -	\$ 123,174.38	\$ 338,328.75
05/01/31	\$ 4,670,000.00	\$ 95,000.00	\$ 123,174.38	
11/01/31	\$ 4,575,000.00	\$ -	\$ 121,084.38	\$ 339,258.75
05/01/32	\$ 4,575,000.00	\$ 100,000.00	\$ 121,084.38	
11/01/32	\$ 4,475,000.00	\$ -	\$ 118,521.88	\$ 339,606.25
05/01/33	\$ 4,475,000.00	\$ 105,000.00	\$ 118,521.88	
11/01/33	\$ 4,370,000.00	\$ -	\$ 115,831.25	\$ 339,353.13
05/01/34	\$ 4,370,000.00	\$ 110,000.00	\$ 115,831.25	
11/01/34	\$ 4,260,000.00	\$ -	\$ 113,012.50	\$ 338,843.75
05/01/35	\$ 4,260,000.00	\$ 115,000.00	\$ 113,012.50	
11/01/35	\$ 4,145,000.00	\$ -	\$ 110,065.63	\$ 338,078.13
05/01/36	\$ 4,145,000.00	\$ 120,000.00	\$ 110,065.63	
11/01/36	\$ 4,025,000.00	\$ -	\$ 106,990.63	\$ 337,056.25
05/01/37	\$ 4,025,000.00	\$ 125,000.00	\$ 106,990.63	
11/01/37	\$ 3,900,000.00	\$ -	\$ 103,787.50	\$ 335,778.13
05/01/38	\$ 3,900,000.00	\$ 135,000.00	\$ 103,787.50	
11/01/38	\$ 3,765,000.00	\$ -	\$ 100,328.13	\$ 339,115.63
05/01/39	\$ 3,765,000.00	\$ 140,000.00	\$ 100,328.13	
11/01/39	\$ 3,625,000.00	\$ -	\$ 96,740.63	\$ 337,068.75
05/01/40	\$ 3,625,000.00	\$ 150,000.00	\$ 96,740.63	
11/01/40	\$ 3,475,000.00	\$ -	\$ 92,896.88	\$ 339,637.50
05/01/41	\$ 3,475,000.00	\$ 155,000.00	\$ 92,896.88	
11/01/41	\$ 3,155,000.00	\$ -	\$ 88,925.00	\$ 336,821.88
05/01/42	\$ 2,800,000.00	\$ 165,000.00	\$ 88,925.00	
11/01/42	\$ 2,800,000.00	\$ -	\$ 84,696.88	\$ 338,621.88
05/01/43	\$ 2,800,000.00	\$ 175,000.00	\$ 84,696.88	
11/01/43	\$ 2,800,000.00	\$ -	\$ 80,212.50	\$ 339,909.38
05/01/44	\$ 2,800,000.00	\$ 180,000.00	\$ 80,212.50	
11/01/44	\$ 2,800,000.00	\$ -	\$ 75,600.00	\$ 335,812.50
05/01/45	\$ 2,800,000.00	\$ 190,000.00	\$ 75,600.00	
11/01/45	\$ 2,610,000.00	\$ -	\$ 70,470.00	\$ 336,070.00
05/01/46	\$ 2,610,000.00	\$ 200,000.00	\$ 70,470.00	
11/01/46	\$ 2,410,000.00	\$ -	\$ 65,070.00	\$ 335,540.00
05/01/47	\$ 2,410,000.00	\$ 215,000.00	\$ 65,070.00	
11/01/47	\$ 2,195,000.00	\$ -	\$ 59,265.00	\$ 339,335.00
05/01/48	\$ 2,195,000.00	\$ 225,000.00	\$ 59,265.00	
11/01/48	\$ 1,970,000.00	\$ -	\$ 53,190.00	\$ 337,455.00
05/01/49	\$ 1,970,000.00	\$ 240,000.00	\$ 53,190.00	
11/01/49	\$ 1,730,000.00	\$ -	\$ 46,710.00	\$ 339,900.00
05/01/50	\$ 1,730,000.00	\$ 250,000.00	\$ 46,710.00	
11/01/50	\$ 1,480,000.00	\$ -	\$ 39,960.00	\$ 336,670.00
05/01/51	\$ 1,480,000.00	\$ 265,000.00	\$ 39,960.00	

Kepler Road
Community Development District
Series 2024 Special Assessment Bonds
Amortization Schedule

Date	Balance	Prinicpal	Interest	Total
11/01/51	\$ 1,215,000.00	\$ -	\$ 32,805.00	\$ 337,765.00
05/01/52	\$ 1,215,000.00	\$ 280,000.00	\$ 32,805.00	
11/01/52	\$ 935,000.00	\$ -	\$ 25,245.00	\$ 338,050.00
05/01/53	\$ 935,000.00	\$ 295,000.00	\$ 25,245.00	\$ -
11/01/53	\$ 640,000.00	\$ -	\$ 17,280.00	\$ 337,525.00
05/01/54	\$ 640,000.00	\$ 310,000.00	\$ 17,280.00	\$ -
11/01/54	\$ 330,000.00	\$ -	\$ 8,910.00	\$ 336,190.00
05/01/55	\$ 330,000.00	\$ 330,000.00	\$ 8,910.00	\$ 338,910.00
		\$ 5,005,000.00	\$ 4,924,561.25	\$ 10,136,755.63

SECTION VIII

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Kepler Road Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Deland, Volusia County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Anthony Iorio	November 2028
2	Doug Beasley	November 2028
3	Jason Lonas	November 2026
4	Rocky Owen	November 2026
5	Tom Franklin	November 2026

This year, Seat 3, currently held by Jason Lonas, Seat 4, currently held by Rocky Owen, and Seat 5, currently held by Tom Franklin, are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 3rd day of November 2026, at _____ a.m./ p.m., and located at the Gateway Center of the Arts, 880 Highway 17, DeBary, FL 32713.

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its April 13, 2026, meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, located at 219 East Livingston Street, Orlando, Florida 32801.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 8th DAY OF JUNE 2026.

**KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chair/Vice Chair, Board of Supervisors

Secretary / Assistant Secretary

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Kepler Road Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 183.926 acres located south of State Road 44, west of S. Kepler Road/ Dr. Martin Luther King Jr Beltway, east of S. Blue Lake Avenue, and north of E. Beresford Avenue extension, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”).

DATE: November 3, 2026
TIME: _____ a.m./ p.m.
PLACE: Gateway Center of the Arts
880 Highway 17
DeBary, FL 32713

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Ph: (407) 841-5524 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: _____ A.M./ P.M.

LOCATION: Gateway Center of the Arts
880 Highway 17
DeBary, FL 32713

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Kepler Road Community Development District to be held at the Gateway Center of the Arts, 880 Highway 17, DeBary, FL 32713 on November 3, 2026, at _____ a.m./ p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

SECTION IX

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING THE CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED OFFICE OF KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, the Kepler Road Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of DeLand, Florida; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Michelle K. Rigoni of Kutak Rock LLP is hereby designated as the Registered Agent for the District.

SECTION 2. The District’s Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301, Phone: 850-692-7300; Fax: 850-692-7319; e-mail Michelle.Rigoni@KutakRock.com.

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

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

PASSED AND ADOPTED this 8th day of June 2026.

ATTEST:

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SECTION X

REBATE REPORT

\$5,115,000

Kepler Road Community Development District

(City of DeLand, Florida)

**Capital Improvement Revenue Bonds, Series 2024
(2024 Assessment Area)**

**Dated: December 23, 2024
Delivered: December 23, 2024**

**Rebate Report to the Computation Date
December 23, 2029
Reflecting Activity To
December 31, 2025**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

January 29, 2026

Kepler Road Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$5,115,000 Kepler Road Community Development District (City of DeLand, Florida), Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Kepler Road Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of December 31, 2026. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the December 23, 2029 Computation Date
Reflecting Activity from December 23, 2024 through December 31, 2025

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	0.000000%	0.00	0.00
Debt Service Reserve Fund	4.177359%	7,249.41	(2,376.22)
Capitalized Interest Fund	4.250027%	6,470.29	(1,986.87)
Costs of Issuance Account	4.274363%	206.76	(62.14)
Totals	4.212345%	\$13,926.46	\$(4,425.23)
Bond Yield	5.288831%		
Rebate Computation Credit			(2,612.27)
Net Rebatable Arbitrage			\$(7,037.50)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from December 23, 2024, the date of the closing, to December 31, 2025, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of December 23, 2029.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 23, 2024 and December 31, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

December 23, 2029.

7. Computation Period

The period beginning on December 23, 2024, the date of the closing, and ending on December 31, 2025.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Funds / Accounts	
Revenue Account	290828000
Interest Account	290828001
Capitalized Interest Fund	290828006
Sinking Fund Account	290828002
Prepayment Account	290828003
Debt Service Reserve Fund	290828004
Acquisition & Construction Fund	290828005
Costs of Issuance Account	290828007

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of December 31, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to December 23, 2029. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on December 23, 2029, is the Rebateable Arbitrage.

\$5,115,000
Kepler Road Community Development District
(City of DeLand, Florida)
Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)
Delivered: December 23, 2024

Sources of Funds

Par Amount	\$5,115,000.00
Total	\$5,115,000.00

Uses of Funds

Acquisition & Construction Fund	\$4,380,969.41
Debt Service Reserve Fund	171,255.63
Capitalized Interest Fund	227,749.96
Costs of Issuance Account	232,725.00
Underwriter's Discount	102,300.00
Total	\$5,115,000.00

PROOF OF ARBITRAGE YIELD

\$5,115,000

Kepler Road Community Development District
(City of DeLand, Florida)

Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)

Date	Debt Service	Present Value to 12/23/2024 @ 5.2888311915%
05/01/2025	94,649.33	92,908.81
11/01/2025	133,100.63	127,287.01
05/01/2026	208,100.63	193,884.04
11/01/2026	131,450.63	119,315.26
05/01/2027	211,450.63	186,985.10
11/01/2027	129,690.63	111,730.38
05/01/2028	214,690.63	180,194.05
11/01/2028	127,820.63	104,518.45
05/01/2029	212,820.63	169,539.32
11/01/2029	125,950.63	97,751.11
05/01/2030	215,950.63	163,282.83
11/01/2030	123,970.63	91,320.76
05/01/2031	218,970.63	157,145.25
11/01/2031	121,880.63	85,214.75
05/01/2032	221,880.63	151,134.68
11/01/2032	119,318.13	79,180.06
05/01/2033	224,318.13	145,023.53
11/01/2033	116,627.50	73,458.11
05/01/2034	226,627.50	139,064.43
11/01/2034	113,808.75	68,036.78
05/01/2035	228,808.75	133,261.72
11/01/2035	110,861.88	62,904.21
05/01/2036	230,861.88	127,618.71
11/01/2036	107,786.88	58,048.73
05/01/2037	237,786.88	124,761.15
11/01/2037	104,455.63	53,393.45
05/01/2038	239,455.63	119,246.57
11/01/2038	100,996.25	48,999.40
05/01/2039	240,996.25	113,909.64
11/01/2039	97,408.75	44,855.20
05/01/2040	247,408.75	110,992.74
11/01/2040	93,565.00	40,893.81
05/01/2041	248,565.00	105,839.76
11/01/2041	89,593.13	37,166.21
05/01/2042	254,593.13	102,892.78
11/01/2042	85,365.00	33,611.10
05/01/2043	260,365.00	99,873.48
11/01/2043	80,880.63	30,225.73
05/01/2044	265,880.63	96,801.84
11/01/2044	76,140.00	27,006.88
05/01/2045	271,140.00	93,695.74
11/01/2045	70,875.00	23,860.75
05/01/2046	275,875.00	90,483.20
11/01/2046	65,340.00	20,878.51
05/01/2047	280,340.00	87,271.02
11/01/2047	59,535.00	18,056.02
05/01/2048	284,535.00	84,071.73
11/01/2048	53,460.00	15,388.91
05/01/2049	293,460.00	82,298.62
11/01/2049	46,980.00	12,835.75
05/01/2050	301,980.00	80,380.59
11/01/2050	40,095.00	10,397.48
05/01/2051	305,095.00	77,079.24
11/01/2051	32,940.00	8,107.57
05/01/2052	312,940.00	75,039.99
11/01/2052	25,380.00	5,929.09
05/01/2053	320,380.00	72,916.61

PROOF OF ARBITRAGE YIELD

\$5,115,000
 Kepler Road Community Development District
 (City of DeLand, Florida)
 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)

Date	Debt Service	Present Value to 12/23/2024 @ 5.2888311915%
11/01/2053	17,415.00	3,861.44
05/01/2054	332,415.00	71,807.70
11/01/2054	8,910.00	1,875.14
05/01/2055	338,910.00	69,487.09
	10,432,853.08	5,115,000.00

Proceeds Summary

Delivery date	12/23/2024
Par Value	5,115,000.00
Target for yield calculation	5,115,000.00

BOND DEBT SERVICE

\$5,115,000

Kepler Road Community Development District
(City of DeLand, Florida)

Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/23/2024					
05/01/2025			94,649.33	94,649.33	94,649.33
11/01/2025			133,100.63	133,100.63	
05/01/2026	75,000	4.400%	133,100.63	208,100.63	341,201.25
11/01/2026			131,450.63	131,450.63	
05/01/2027	80,000	4.400%	131,450.63	211,450.63	342,901.25
11/01/2027			129,690.63	129,690.63	
05/01/2028	85,000	4.400%	129,690.63	214,690.63	344,381.25
11/01/2028			127,820.63	127,820.63	
05/01/2029	85,000	4.400%	127,820.63	212,820.63	340,641.25
11/01/2029			125,950.63	125,950.63	
05/01/2030	90,000	4.400%	125,950.63	215,950.63	341,901.25
11/01/2030			123,970.63	123,970.63	
05/01/2031	95,000	4.400%	123,970.63	218,970.63	342,941.25
11/01/2031			121,880.63	121,880.63	
05/01/2032	100,000	5.125%	121,880.63	221,880.63	343,761.25
11/01/2032			119,318.13	119,318.13	
05/01/2033	105,000	5.125%	119,318.13	224,318.13	343,636.25
11/01/2033			116,627.50	116,627.50	
05/01/2034	110,000	5.125%	116,627.50	226,627.50	343,255.00
11/01/2034			113,808.75	113,808.75	
05/01/2035	115,000	5.125%	113,808.75	228,808.75	342,617.50
11/01/2035			110,861.88	110,861.88	
05/01/2036	120,000	5.125%	110,861.88	230,861.88	341,723.75
11/01/2036			107,786.88	107,786.88	
05/01/2037	130,000	5.125%	107,786.88	237,786.88	345,573.75
11/01/2037			104,455.63	104,455.63	
05/01/2038	135,000	5.125%	104,455.63	239,455.63	343,911.25
11/01/2038			100,996.25	100,996.25	
05/01/2039	140,000	5.125%	100,996.25	240,996.25	341,992.50
11/01/2039			97,408.75	97,408.75	
05/01/2040	150,000	5.125%	97,408.75	247,408.75	344,817.50
11/01/2040			93,565.00	93,565.00	
05/01/2041	155,000	5.125%	93,565.00	248,565.00	342,130.00
11/01/2041			89,593.13	89,593.13	
05/01/2042	165,000	5.125%	89,593.13	254,593.13	344,186.25
11/01/2042			85,365.00	85,365.00	
05/01/2043	175,000	5.125%	85,365.00	260,365.00	345,730.00
11/01/2043			80,880.63	80,880.63	
05/01/2044	185,000	5.125%	80,880.63	265,880.63	346,761.25
11/01/2044			76,140.00	76,140.00	
05/01/2045	195,000	5.400%	76,140.00	271,140.00	347,280.00
11/01/2045			70,875.00	70,875.00	
05/01/2046	205,000	5.400%	70,875.00	275,875.00	346,750.00
11/01/2046			65,340.00	65,340.00	
05/01/2047	215,000	5.400%	65,340.00	280,340.00	345,680.00
11/01/2047			59,535.00	59,535.00	
05/01/2048	225,000	5.400%	59,535.00	284,535.00	344,070.00
11/01/2048			53,460.00	53,460.00	
05/01/2049	240,000	5.400%	53,460.00	293,460.00	346,920.00
11/01/2049			46,980.00	46,980.00	
05/01/2050	255,000	5.400%	46,980.00	301,980.00	348,960.00
11/01/2050			40,095.00	40,095.00	
05/01/2051	265,000	5.400%	40,095.00	305,095.00	345,190.00
11/01/2051			32,940.00	32,940.00	
05/01/2052	280,000	5.400%	32,940.00	312,940.00	345,880.00
11/01/2052			25,380.00	25,380.00	
05/01/2053	295,000	5.400%	25,380.00	320,380.00	345,760.00

BOND DEBT SERVICE

\$5,115,000

Kepler Road Community Development District
(City of DeLand, Florida)

Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2053			17,415.00	17,415.00	
05/01/2054	315,000	5.400%	17,415.00	332,415.00	349,830.00
11/01/2054			8,910.00	8,910.00	
05/01/2055	330,000	5.400%	8,910.00	338,910.00	347,820.00
	5,115,000		5,317,853.08	10,432,853.08	10,432,853.08

\$5,115,000
 Kepler Road Community Development District
 (City of DeLand, Florida)
 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.288831%)
12/23/24	Beg Bal	-4,380,969.41	-5,687,527.18
12/23/24		4,351,180.07	5,648,853.62
12/23/24		8,294.50	10,768.21
12/23/24		21,494.84	27,905.35

12/23/29	TOTALS:	0.00	0.00

ISSUE DATE:	12/23/24	REBATABLE ARBITRAGE:	0.00
COMP DATE:	12/23/29	NET INCOME:	0.00
BOND YIELD:	5.288831%	TAX INV YIELD:	0.000000%

\$5,115,000
 Kepler Road Community Development District
 (City of DeLand, Florida)
 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.288831%)
12/23/24	Beg Bal	-171,255.63	-222,330.03
01/03/25		178.81	231.80
02/04/25		617.60	797.04
03/04/25		557.89	716.85
04/02/25		617.65	790.43
05/02/25		597.73	761.61
06/03/25		617.58	783.38
07/02/25		597.73	755.02
08/04/25		617.65	776.57
09/03/25		617.09	772.61
10/02/25		578.49	721.24
11/04/25		578.93	718.45
12/18/25		527.34	650.26
12/31/25	Bal	171,255.63	210,807.79
12/31/25	Acc	544.92	670.77

12/23/29	TOTALS:	7,249.41	-2,376.22

ISSUE DATE: 12/23/24 REBATABLE ARBITRAGE: -2,376.22
 COMP DATE: 12/23/29 NET INCOME: 7,249.41
 BOND YIELD: 5.288831% TAX INV YIELD: 4.177359%

\$5,115,000
 Kepler Road Community Development District
 (City of DeLand, Florida)
 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.288831%)
12/23/24	Beg Bal	-227,749.96	-295,672.94
01/03/25		-178.81	-231.80
02/04/25		-617.60	-797.04
03/04/25		-557.89	-716.85
04/02/25		-617.65	-790.43
05/01/25		94,649.34	120,617.46
05/02/25		-597.73	-761.61
06/03/25		-617.58	-783.38
07/02/25		-597.73	-755.02
08/04/25		-617.65	-776.57
09/03/25		-617.09	-772.61
10/02/25		-578.49	-721.24
11/03/25		133,100.63	165,200.53
11/04/25		-578.93	-718.45
11/05/25		12,647.43	15,693.06

12/23/29	TOTALS:	6,470.29	-1,986.87

ISSUE DATE:	12/23/24	REBATABLE ARBITRAGE:	-1,986.87
COMP DATE:	12/23/29	NET INCOME:	6,470.29
BOND YIELD:	5.288831%	TAX INV YIELD:	4.250027%

\$5,115,000
 Kepler Road Community Development District
 (City of DeLand, Florida)
 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)
 Costs of Issuance Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.288831%)
12/23/24	Beg Bal	-232,725.00	-302,131.71
12/23/24		47,000.00	61,017.04
12/23/24		46,000.00	59,718.80
12/23/24		45,000.00	58,420.57
12/23/24		40,000.00	51,929.39
12/23/24		30,000.00	38,947.05
12/23/24		6,000.00	7,789.41
12/23/24		2,250.00	2,921.03
12/27/24		6,125.00	7,947.08
06/09/25		10,556.76	13,379.20

12/23/29	TOTALS:	206.76	-62.14

ISSUE DATE:	12/23/24	REBATABLE ARBITRAGE:	-62.14
COMP DATE:	12/23/29	NET INCOME:	206.76
BOND YIELD:	5.288831%	TAX INV YIELD:	4.274363%

\$5,115,000
 Kepler Road Community Development District
 (City of DeLand, Florida)
 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area)
 Rebate Computation Credit

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.288831%)
12/23/25		-2,120.00	-2,612.27

12/23/29	TOTALS:	-2,120.00	-2,612.27

ISSUE DATE: 12/23/24 REBATABLE ARBITRAGE: -2,612.27
 COMP DATE: 12/23/29
 BOND YIELD: 5.288831%

SECTION XI

**AGREEMENT WITH VOLUSIA COUNTY TAX COLLECTOR
FOR THE UTILIZATION OF THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM ASSESSMENTS**

This Agreement with Volusia County Tax Collector for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between Kepler Road Community Development District, ("Local Government") a Local Government as such term is defined in § 197.3632, Florida Statutes, and the **Volusia County Tax Collector**.

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the tax collector to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1)(b), Florida Administrative Code, further requires an agreement between the Local Government and the Tax Collector for the merger of the non-ad valorem assessment roll or rolls with the ad valorem roll to produce one collection roll; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into a separate agreement with the Tax Collector for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the Tax Collector's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** This Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment(s) identified in the Local Government's duly adopted resolution(s) attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein or established by law. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the Tax Collector, the Property Appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the Tax Collector.

1. **Merger of Assessment Rolls.** Pursuant to § 197.3632(7), Florida Statutes, and Rule 12D-004(1)(b), Florida Administrative Code, the Tax Collector shall work with the Local Government to include the Local Government's non-ad valorem assessment roll in the combined notice for ad valorem taxes and non-ad valorem assessments as provided in § 197.3635, Florida Statutes. Separate notices of non-ad valorem assessments shall not be mailed unless otherwise warranted as a solution to the most exigent factual circumstances. In deciding whether a separate mailing is necessary, the Tax Collector shall consider all costs to the Local Government and taxpayers of such separate mailing and the adverse effects of delayed and multiple notices to taxpayers. If, for whatever reason, the Local Government's non-ad valorem assessment roll cannot be merged with the ad valorem tax roll in the combined notice for taxes and assessments, the Local Government shall bear all costs associated with the provision of separate notice. Such costs are not factored into the per unit assessment rate identified in Article IV of this Agreement, and, if the Tax Collector incurs any such costs on the Local Government's behalf, the Tax Collector shall separately invoice the Local Government for reimbursement thereof.

2. **Software / Data Storage.** The Tax Collector maintains software, which it will use to edit and store the non-ad valorem assessment roll received from the Local Government. The Tax Collector will maintain the Local Government's non-ad valorem

assessment roll and related programs in the same manner as other Volusia County tax data.

3. **Cooperation.** In addition to the foregoing, the Tax Collector will make reasonable efforts to assist and accommodate the Local Government's collection of non-ad valorem assessments, cooperate with the Local Government and the Volusia County Tax Collector to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Tax Collector's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment(s) to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto. The Local Government further agrees to post the non-ad valorem assessment(s) for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the Tax Collector the necessary administrative costs of collection incurred by the Tax Collector in the administration of the Assessment(s) pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **Assessment Rate.** By September 15th of each tax year, the Local Government shall, whether by and through its chair of its local governing board or other designee or agent, certify its non-ad valorem assessment roll on compatible electronic medium, to the Tax Collector. The Tax Collector shall not be liable for any delays or failure to implement the Uniform Method with regard to the Assessment(s) if the Local Government fails to timely submit its assessment roll or otherwise submits an incompatible or incomplete assessment roll.

4. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the Tax Collector who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Tax Collector an appropriate certificate of correction.

5. **Coordination.** The Local Government shall cooperate with the Tax Collector to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The Tax Collector's charge to the Local Government for the units assessed pursuant to the Assessment for the 2025 tax year and for each year thereafter shall be fifty-five cents (55¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Tax Collector's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Tax Collector's office of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Tax Collector on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Tax Collector, after review of its operations and other relevant data, determines the charge should be either increased or decreased, it shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjusted charge shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the Tax Collector's office pursuant to this Agreement or otherwise violates § 197.3632(8)(c), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the Tax Collector's office objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government objects and a request for a meeting with the Tax Collector's chief financial officer to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Tax Collector's chief financial officer shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the Tax Collector. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the Tax Collector from the revenue collected from the Assessment, regardless of whether payment has actually been collected on each parcel subject to the assessment. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse, the Tax Collector may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Authority, pursuant to 768.28, Florida Statutes, nor the Volusia County Tax Collector waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not

contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence."

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:

WITH COPY TO:

Local Government Attorney

Kepler Road CDD

Kutak Rock, LLP, Attn: Sarah Sandy

219 E. Livingston St.

107 West College Ave.

Orlando, FL 32801

Tallahassee, FL 32301

IF TO TAX COLLECTOR: WITH COPY TO:

Volusia County Tax Collector
123 West Indiana Avenue
Room 103
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of Section 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with §

768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with Volusia County Tax Collector for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

DocuSigned by:
George Flint
B61B5DF431644AD...

George Flint, Secretary

DocuSigned by:
Tony Iorio
B92C3BA3F54B4FB...

By: Tony Iorio, Chairman

Chair/Mayor

ATTEST:

Barbara Redwine
BARBARA REDWINE

VOLUSIA COUNTY TAX COLLECTOR

By: Will Roberts
Will Roberts
Volusia County Tax Collector

SECTION XII

Kepler Road Community Development District

219 E LIVINGSTON ST - ORLANDO FL 32801

Tel: (407) 841-5524 - Fax: (407) 839-1526

gflint@gmscfl.com

ZEIGER ZACHERY / ZEIGER MEGHAN ELIZABETH

757 FAIRFIELDS ST

DELAND FL 32724

PARCEL ID: 701415000150

Lot: Lot 15, Trinity Gardens Phase 1

Dear Mr. and Ms. Zeiger,

On behalf of the **Kepler Road Community Development District** ("CDD"), this letter agreement serves as authorization ("Authorization") for you to extend your private fence and connect it to the existing **CDD-owned** fence ("CDD Improvement"), subject to the terms and conditions outlined below.

1. Approval Scope Reminder

Subject to the terms provided herein, this Authorization is limited solely to the extension of your fence ("Private Improvements") and its physical connection to the existing CDD fence located within CDD's easement ("Authorized Area") as shown on the **provided** plot plan, enclosed herein. No ownership interest, easement, or permanent rights are conveyed by this Authorization.

2. Maintenance Responsibility

You agree to be fully responsible, at your sole cost, for the maintenance, repair, and replacement of the Private Improvements and any enclosed area resulting from this connection. The CDD shall have no responsibility or obligation for maintenance of the Private Improvements or the CDD Improvement enclosed within the Authorized Area.

3. Removal Upon Request

You acknowledge the legal interest of the CDD in the Authorized Area described above and agree never to deny such interest or to interfere in any way with CDD's use. The permission granted herein is given to Owner as an accommodation and the CDD reserves the right, at its sole discretion, to require removal of the Private Improvements and disconnection from the CDD Improvement at any time. Upon written notice from the CDD, you shall immediately remove the Private

Improvements and restore the CDD Improvement and Authorized Area to its original condition at your expense.

4. Compliance and Liability

All work must comply with applicable codes, regulations, and community standards. CDD does not represent that it has the authority to provide all necessary approvals for the installation of the fence extension and instead, you agree to be responsible for obtaining any and all necessary and applicable permits and approvals.

5. Protection of CDD Property.

You agree to ensure that installation and maintenance of the Private Improvements will not damage the CDD Improvement and in the event of any such damage, you agree to immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.

6. Indemnification.

You agree to hold harmless and indemnify the CDD and its officers, supervisors, staff, agents, and representatives from any claims, damages, or liabilities arising from the exercise of the privileges granted with this Authorization including but not limited to the installation, existence, maintenance, or removal of the fence.

7. Term and Termination.

This Authorization is specific to you as the current property owner(s) and is not transferrable to successors in title to the above referenced property. Should you sell your property, you agree to communicate to your potential buyer the need to request a new authorization to continue the Authorization for Private Improvement upon title transfer or otherwise acknowledge that this Authorization shall automatically terminate upon title transfer without further action of the District or the homeowner(s).

8. Sovereign Immunity.

Nothing in this Authorization shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Authorization shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Attorney's Fees & Costs.

The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

If you agree to the terms stated above, please acknowledge your acceptance of the terms and conditions of the CDD's Authorization by signing below.

Sincerely,

George Flint

District Manager

Approved and Accepted:

Kepler Road Community Development District

Print Name: Tony Iorio

Title: Chair, Board of Supervisors

Acknowledged and Accepted:

Resident Name: _____

Signature: _____

Date: _____

Resident Name: _____

Signature: _____

Date: _____

SECTION XIII

This instrument was prepared by:

Michelle K. Rigoni
Kutak Rock LLP
107 West College Ave
Tallahassee, Florida 32301

DISCLOSURE OF PUBLIC FINANCE

The Kepler Road Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (“**Act**”), and established by Ordinance No. 2023-27, which was enacted by the City Commission of the City of DeLand, Florida, and which became effective on November 20, 2023. The District encompasses approximately 183.926 acres of land located within the City of DeLand, Florida (“**City**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which are initially elected by landowners within the District and must be at least eighteen (18) years of age, a resident of the State of Florida (“**State**”) and a citizen of the United States. Upon the later of six (6) years after the District’s establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State and of the District, and who is a registered voter in Volusia County, Florida (“**County**”). At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Board meetings are noticed in the local newspaper or as otherwise provided by Florida statute and are conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State’s open meetings law and are subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

For more information about the District, please contact the District's Manager, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524 (“District Office”).

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by the Act to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, reconstruct, maintain, and/or operate community development facilities, services, and improvements within and without the boundaries of the District to consist of, among other things, potable water, reclaimed water, and sanitary sewer systems, master stormwater management system, electrical service system (underground), conservation/mitigation areas, on-site and off-site roadway improvements, trails, landscape, hardscape and irrigation improvements, recreation improvements and all other infrastructure permitted by the Act.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On August 27, 2024, the Circuit Court of the Seventh Judicial Circuit of Florida, in and for Volusia County, entered a Final Judgment validating the District's ability to issue not-to-exceed \$48,900,000 in Capital Improvement Revenue Bonds for infrastructure needs of the District.

Bonds & Assessments

On December 23, 2024, the District issued its \$5,115,000 Capital Improvement Revenue Bonds, Series 2024 (2024 Assessment Area) (“**Series 2024 Bonds**”) to finance a portion of its capital improvement plan known as the “Series 2024 Project” (“**Series 2024 Project**”). The Series 2024 Project includes, among other things, portions of the master utilities system, portions of the master stormwater management system, portions of the electrical services system (underground), portions of the conservation/mitigation areas, on-site roadways improvements within Phase 1 and 2, portions of the off-site roadway and utility improvements, portions of the Beresford Multi-Modal Trail, and portions of the trails, common area landscape, hardscape, and irrigation improvements. The Series 2024 Project is estimated to cost approximately \$22,087,050 and is described in more detail in the *2024 Supplemental Engineer's Report (Phases 1 & 2)*, dated October 23, 2024, which supplements the *Master Engineer's Report*, dated February 12, 2024 (together, the “**Engineer's Report**”). As noted in the Engineer's Report, certain improvements may be maintained by a homeowner's association pursuant to an agreement with the District.

The Series 2024 Bonds are secured by special assessments (“**Series 2024 Assessments**”) levied and imposed on benefitted lands within the District. The Series 2024 Assessments are further described in the *Master Assessment Methodology*, dated February 12, 2024 (the “**Master Assessment Report**”), and the *First Supplemental Assessment Methodology for the Series 2024 Project*, dated December 18, 2024 (the “**First Supplemental Assessment Report**” and together with the Master Assessment Report, the “**Assessment Report**”).

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by the Act.

Operation and Maintenance Assessments

In addition to the Series 2024 Assessments, the District also imposes on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Volusia County Tax Collector in the same manner as County property taxes. Alternatively, the District may elect to directly collect any special assessment by sending a direct bill to a given landowner. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's County tax bill. The District reserves the right to change collection methods from year to year.

Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District Office. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the date of closing on the District's Series 2024 Bonds.

WITNESS

KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT

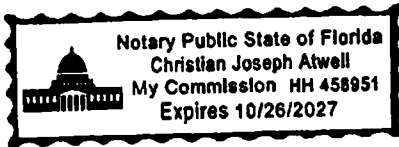
By: Scott Hoopes
Name: SCOTT HOOPES
Address: 605 Commonwealth Ave.
ORLANDO, FL 32803

By: Anthony Tario
Name: Anthony Tario
Title: Chairman

By: Tan Tran
Name: TAN TRAN
Address: 605 Commonwealth Ave
Orlando, FL 32803

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of January 2026, by Anthony Tario, as Chairman of KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT, who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Christian Atwell
NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT A: Legal Description of Boundaries of District

Exhibit A
Legal Description

PARCEL 1:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

Being more particularly described as follows:

BEGIN at the Southwest corner of the Southeast 1/4 of Section 14, Township 17 South, Range 30 East Volusia County, Florida, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet: thence from a tangent bearing of South 89 degrees 32 minutes 15 seconds West run Westerly 207.55 feet along the arc of said curve through a central angle of 09 degrees 19 minutes 36 seconds to the end of said curve; thence North 81 degrees 09 minutes 12 seconds West 637.04 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 3050.00 feet; thence from a tangent bearing of North 81 degrees 08 minutes 08 seconds West run Westerly 506.97 feet along the arc of said curve through a central angle of 09 degrees 31 minutes 25 seconds to the end of said curve; thence South 89 degrees 19 minutes 34 seconds West 1211.37 feet to a point on the East right of way line of South Blue Lake Avenue per Deed Book 306, Page 251 of the Public Records of Volusia County, Florida and Volusia County right of way map Project 1358; thence North 01 degrees 03 minutes 38 seconds West 481.81 feet along said right of way line to a point on the North boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence South 89 degrees 06 minutes 10 seconds West 100.00 feet along said right of way line and said North boundary to a point on the West boundary of said Southwest 1/4 of said Section 14; thence North 01 degrees 03 minutes 38 seconds West 646.42 feet along said right of way line and said West boundary to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence North 88 degrees 52 minutes 47 seconds East 1326.35 feet along said right of way line and the North boundary of said Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00 degrees 59 minutes 38 seconds West 1303.17 feet along the West boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 26 minutes 03 seconds East 663.96 feet along the North boundary of said Southwest 1/4 to the Northeast corner of the Northwest

1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 00 degrees 57 minutes 39 seconds East 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence North 88 degrees 39 minutes 25 seconds East 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 42 minutes 33 seconds East 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 00 degrees 56 minutes 00 seconds West 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; thence North 88 degrees 26 minutes 21 seconds East 667.04 feet along said North boundary of said Southeast 1/4 to the Northeast corner of the East 1/2 of said Northwest 1/4 of the Southeast 1/4; thence South 00 degrees 56 minutes 16 seconds East 1326.08 feet along the East boundary of said East 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 88 degrees 58 minutes 45 seconds East 592.01 feet along the North boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of West Volusia Beltline (Kepler Avenue) as recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet: thence from a tangent bearing of South 00 degrees 13 minutes 16 seconds East run Southerly 67.02 feet along the arc of said curve and said West right of way line through a central angle of 00 degrees 59 minutes 05 seconds to the end of said curve; thence South 00 degrees 13 minutes 16 seconds East 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence South 89 degrees 46 minutes 43 seconds West 300.00 feet along the North boundary of said lands to the Northwest corner of said lands; ; thence South 00 degrees 13 minutes 16 seconds East 307.91 feet along the West boundary of said lands to the Southwest corner of said lands; thence North 89 degrees 31 minutes 01 seconds East 300.00 feet along the South boundary of said lands to the Southeast corner of said lands and a point on the aforesaid West right of way line; thence South 00 degrees 13 minutes 16 seconds East 64.56 feet along said right of way line; thence South 00 degrees 14 minutes 26 seconds East 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence South 89 degrees 31 minutes 09 seconds West 1691.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and Recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the boundary of said parcel of land the following 7 courses and distances: thence North 00 degrees 54 minutes 31 seconds West 373.75 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence North 00 degrees 54 minutes 31 seconds West 335.00 feet; thence South 89 degrees 05 minutes 29 seconds West 290.00 feet; thence South 00 degrees 54 minutes 31 seconds East 335.00 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence South 00 degrees 54 minutes 31 seconds East 373.19 feet to a point on said South boundary of the Southeast 1/4; thence South 89 degrees 31 minutes 09 seconds West 141.01 feet along said South boundary to the Point of Beginning.

CONTAINING: 183.926 acres, more or less.

SECTION XIV

SECTION C

SECTION 1

Kepler Road Community Development District

Summary of Check Register

October 1st, 2025 to April 4th, 2026

Fund	Date	Check No.'s	Amount
General Fund	10/7/25	59	\$ 264.43
	10/14/25	60-62	\$ 14,815.90
	10/22/25	63	\$ 175.00
	10/28/25	64-65	\$ 5,899.90
	12/17/25	66-69	\$ 92,586.97
	12/22/25	70	\$ 1,282.39
	1/7/26	71	\$ 129.00
	1/21/26	72-73	\$ 23,577.45
	1/28/26	74	\$ 167,830.32
	2/4/26	75-78	\$ 5,215.17
	2/11/26	79	\$ 4,246.25
	2/19/26	80-82	\$ 11,635.35
	2/25/26	83	\$ 6,385.80
	3/3/26	84	\$ 668.65
	3/12/26	85-86	\$ 7,426.17
	3/19/26	87-88	\$ 5,645.88
	3/26/26	89	\$ 52,870.16
		Autodrafts	\$ 53,542.44
			\$ 454,197.23
Total Amount			\$ 454,197.23

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/07/25	00003	9/09/25	12396674	202509	310	51300	48000		BOS MEETING DATES FY26	*	264.43		
									TRIBUNE PUBLISHING COMPANY,LLC DBA			264.43	000059
10/14/25	00010	7/13/25	160259	202507	320	53800	46200		LANDSCAPE MAINT JUL25	*	5,500.00		
									BLADE RUNNERS COMMERCIAL			5,500.00	000060
10/14/25	00005	9/11/25	29149	202510	310	51300	45000		GEN. LIAB INSURANCE FY26	*	5,300.00		
									EGIS INSURANCE ADVISORS			5,300.00	000061
10/14/25	00001	9/01/25	23	202509	310	51300	34000		MANAGEMENT FEES SEPT25	*	3,333.33		
		9/01/25	23	202509	310	51300	35200		WEBSITE ADMIN SEPT25	*	100.00		
		9/01/25	23	202509	310	51300	35100		INFORMATION TECH SEPT25	*	150.00		
		9/01/25	23	202509	310	51300	31300		DISSEM AGENT SVCS SEPT25	*	416.67		
		9/01/25	23	202509	310	51300	42000		POSTAGE SEPT25	*	15.90		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			4,015.90	000062
10/22/25	00004	10/01/25	93763	202510	310	51300	54000		SPECIAL DISTRICT FEE FY26	*	175.00		
									FLORIDA DEPARTMENT OF COMMERCE			175.00	000063
10/28/25	00010	9/24/25	171856	202509	320	53800	46200		LANDSCAPE MAINT SEPT25	*	5,500.00		
		9/25/25	172267	202508	320	53800	47300		RPRS FROM AUG INSPECTION	*	399.90		
									BLADE RUNNERS COMMERCIAL			5,899.90	000064
10/28/25	00002	9/26/25	3627624	202508	310	51300	31500		GENERAL COUNSEL AUG25	*	737.00		
		9/26/25	3627624	202508	310	51300	31500		GENERAL COUNSEL AUG25	V	737.00-		
									KUTAK ROCK LLP			.00	000065
12/17/25	99999	12/17/25	VOID	202512	000	00000	00000		VOID CHECK	C	.00		
									*****INVALID VENDOR NUMBER*****			.00	000066
12/17/25	00001	9/15/25	24	202510	310	51300	31700		ASSESS ROLL CERT FY26	*	5,000.00		

KELP KEPLER ROAD TPAK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/01/25		25	202510 310-51300-34000	MANAGEMENT FEES OCT25	*	3,333.33	
10/01/25		25	202510 310-51300-35200	WEBSITE ADMIN OCT25	*	100.00	
10/01/25		25	202510 310-51300-35100	INFORMATION TECH OCT25	*	150.00	
10/01/25		25	202510 310-51300-31300	DISSEM AGENT SVCS OCT25	*	416.67	
10/01/25		25	202510 310-51300-51000	OFFICE SUPPLIES OCT25	*	.24	
10/01/25		25	202510 310-51300-42000	POSTAGE OCT25	*	5.94	
10/01/25		26	202510 320-53800-34000	FIELD MANAGEMENT OCT25	*	1,250.00	
11/01/25		27	202511 310-51300-34000	MANAGEMENT FEES	*	3,333.33	
11/01/25		27	202511 310-51300-35200	WEBSITE ADMINISTRATION	*	100.00	
11/01/25		27	202511 310-51300-35100	INFORMATION TECHNOLOGY	*	150.00	
11/01/25		27	202511 310-51300-31300	DESSEMINATION AGENT SERV	*	416.67	
11/01/25		27	202511 310-51300-51000	OFFICE SUPPLIES	*	.15	
11/01/25		27	202511 310-51300-42000	POSTAGE	*	3.13	
11/01/25		28	202511 320-53800-34000	FIELD MANAGEMENT	*	1,250.00	
12/01/25		29	202512 310-51300-34000	MANAGEMENT FEES	*	3,333.33	
12/01/25		29	202512 310-51300-35200	WEBSITE ADMINISTRATION	*	100.00	
12/01/25		29	202512 310-51300-35100	INFORMATION TECHNOLOGY	*	150.00	
12/01/25		29	202512 310-51300-31300	DISSEMINATION AGENT SVC	*	416.67	
12/01/25		29	202512 310-51300-51000	OFFICE SUPPLIES	*	.06	
12/01/25		29	202512 310-51300-42000	POSTAGE	*	1.49	
12/01/25		29	202512 310-51300-49000	AMEX 11/25/25-MTG ROOM	*	60.00	
12/01/25		30	202512 320-53800-34000	FIELD MANAGEMENT	*	1,250.00	
GOVERNMENTAL MANAGEMENT SERVICES-CF						20,821.01	000067

 KELP KEPLER ROAD TPAK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/17/25	00012	12/17/25	12172025	202512	300	20700	10000		KEPLER ROAD CDD CO US BANK	*	68,087.96	68,087.96	000068
12/17/25	00002	11/05/25	3653124	202509	310	51300	31500		GENERAL COUNSEL SEP25	*	883.50		
		11/26/25	3627624	202508	310	51300	31500		GENERAL COUNSEL AUG25	*	737.00		
		11/28/25	3658924	202510	310	51300	31500		GENERAL COUNSEL OCT25	*	2,057.50		
									KUTAK ROCK LLP			3,678.00	000069
12/22/25	00012	12/22/25	12222025	202512	300	20700	10000		KEPLER ROAD CDD CO US BANK	*	1,282.39	1,282.39	000070
1/07/26	00002	12/23/25	3675006	202511	310	51300	31500		GENERAL COUNSEL NOV25	*	129.00		
									KUTAK ROCK LLP			129.00	000071
1/21/26	00010	10/01/25	173335	202510	320	53800	46200		LANDSCAPE MAINT OCT25	*	4,233.67		
		11/01/25	178385	202511	320	53800	46200		LANDSCAPE MAINT NOV25	*	4,233.67		
		12/31/25	186713	202512	320	53800	46200		LANDSCAPE MAINT DEC25	*	4,233.67		
		1/01/26	186715	202601	320	53800	46200		LANDSCAPE MAINT JAN26	*	4,233.67		
									BLADE RUNNERS COMMERCIAL			16,934.68	000072
1/21/26	00001	1/01/26	31	202601	320	53800	34000		FIELD MANAGEMENT	*	1,250.00		
		1/01/26	32	202601	310	51300	34000		MANAGEMENT FEES	*	3,333.33		
		1/01/26	32	202601	310	51300	35200		WEBSITE ADMINISTRATION	*	100.00		
		1/01/26	32	202601	310	51300	35100		INFORMATION TECHNOLOGY	*	150.00		
		1/01/26	32	202601	310	51300	31300		DISSEMINATION AGENT SVC	*	416.67		
		1/01/26	32	202601	310	51300	51000		OFFICE SUPPLIES	*	.03		
		1/01/26	32	202601	310	51300	42000		POSTAGE	*	.74		
		1/01/26	32	202601	300	20700	10300		BANK FEES	*	1,392.00		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			6,642.77	000073
									KELP KEPLER ROAD TPARK				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/28/26	00012	1/28/26	01282026	202601	300-20700	10000		TRANSFER OF TAX RCPT S25	*	167,830.32		
								KEPLER ROAD CDD CO US BANK			167,830.32	000074
2/04/26	00013	1/29/26	7820-01-	202601	310-51300	31200		CAP REV BOND PRT S2024	*	450.00		
								AMERICAN MUNICIPAL TAX-EXEMPT			450.00	000075
2/04/26	00010	2/01/26	189501	202602	320-53800	46200		LANDSCAPE MAINT FEB26	*	4,233.67		
								BLADE RUNNERS COMMERCIAL			4,233.67	000076
2/04/26	00014	1/27/26	1	202601	310-51300	49000		AMORT SCHEDULE S2024	*	250.00		
								DISCLOSURE SERVICES LLC			250.00	000077
2/04/26	00002	1/27/26	3689303	202512	310-51300	31500		GENERAL COUNSEL DEC25	*	281.50		
								KUTAK ROCK LLP			281.50	000078
2/11/26	00015	1/23/26	8055591	202602	310-51300	32300		TRUSTEE FEES JAN TO SEP	*	3,184.69		
		1/23/26	8055591	202602	300-15500	10000		TRUSTEE FEES OCT TO DEC	*	1,061.56		
								U.S. BANK			4,246.25	000079
2/19/26	00016	10/31/25	231917	202510	320-53800	47000		LAKE MAINTENANCE OCT25	*	375.00		
		11/30/25	232841	202511	320-53800	47000		LAKE MAINTENANCE NOV25	*	375.00		
		12/31/25	233453	202512	320-53800	47000		LAKE MAINTENANCE DEC25	*	375.00		
		1/15/26	233757	202601	320-53800	47000		LAKE MAINTENANCE JAN26	*	375.00		
		2/15/26	234687	202602	320-53800	47000		LAKE MAINTENANCE FEB25	*	375.00		
								APPLIED AQUATIC MANAGEMENT INC			1,875.00	000080
2/19/26	00010	2/06/26	190628	202602	320-53800	46200		EXTRA MULCH & PINE STRAW	*	4,506.48		
								BLADE RUNNERS COMMERCIAL			4,506.48	000081
2/19/26	00001	2/01/26	33	202602	320-53800	34000		FIELD MANAGEMENT	*	1,250.00		
		2/01/26	34	202602	310-51300	34000		MANAGEMENT FEES	*	3,333.33		

KELP KEPLER ROAD TPAK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/01/26	34			202602	310-51300-35200		WEBSITE ADMINISTRATION	*	100.00		
2/01/26	34			202602	310-51300-35100		INFORMATION TECHNOLOGY	*	150.00		
2/01/26	34			202602	310-51300-31300		DISSEMINATION AGENT SVC	*	416.67		
2/01/26	34			202602	310-51300-51000		OFFICE SUPPLIES	*	.15		
2/01/26	34			202602	310-51300-42000		POSTAGE	*	3.72		
GOVERNMENTAL MANAGEMENT SERVICES-CF										5,253.87	000082
2/25/26	00002	2/24/26	3702546	202601	310-51300-31500		GENERAL COUNSEL JAN26	*	6,385.80		
KUTAK ROCK LLP										6,385.80	000083
3/03/26	00010	2/26/26	192776	202602	320-53800-47300		IRRIGATION WET CHECK	*	668.65		
BLADE RUNNERS COMMERCIAL										668.65	000084
3/12/26	00010	3/01/26	193176	202603	320-53800-46200		LANDSCAPE MAINT MAR26	*	4,233.67		
BLADE RUNNERS COMMERCIAL										4,233.67	000085
3/12/26	00017	3/05/26	12602152	202601	310-51300-31100		ENGINEERING SVC JAN26	*	3,192.50		
KELLY, COLLINS & GENTRY, INC										3,192.50	000086
3/19/26	00016	3/15/26	235308	202603	320-53800-47000		LAKE MAINTENANCE MAR26	*	375.00		
APPLIED AQUATIC MANAGEMENT INC										375.00	000087
3/19/26	00001	3/01/26	35	202603	320-53800-34000		FIELD MANAGEMENT	*	1,250.00		
3/01/26	36			202603	310-51300-34000		MANAGEMENT FEES	*	3,333.33		
3/01/26	36			202603	310-51300-35200		WEBSITE ADMINISTRATION	*	100.00		
3/01/26	36			202603	310-51300-35100		INFORMATION TECHNOLOGY	*	150.00		
3/01/26	36			202603	310-51300-31300		DISSEMINATION AGENT SVC	*	416.67		
3/01/26	36			202603	310-51300-51000		OFFICE SUPPLIES	*	.30		
3/01/26	36			202603	310-51300-42000		POSTAGE	*	20.58		
GOVERNMENTAL MANAGEMENT SERVICES-CF										5,270.88	000088
KELP KEPLER ROAD TPARK											

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/26/26	00012	3/25/26 03252026	202603 300-20700-10000	TRANSFER OF TAX RCPT S25	*	52,870.16	

KEPLER ROAD CDD CO US BANK							52,870.16 000089

TOTAL FOR BANK A						400,654.79	

KELP KEPLER ROAD TPARK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/30/25	00011	10/29/25	2000-10. 1981 GREENBOR	202510	320	53800	43200		CITY OF DELAND	*	25.00	25.00	080000
10/30/25	00011	10/29/25	2001-10. 2023 GRACEBLM	202510	320	53800	43200		CITY OF DELAND	*	25.00	25.00	080001
10/30/25	00011	10/29/25	2002-10. 774 FARFIELD	202510	320	53800	43200		CITY OF DELAND	*	25.00	25.00	080002
10/30/25	00011	10/29/25	2003-10. 2038 BEEVLY	202510	320	53800	43200		CITY OF DELAND	*	25.00	25.00	080003
10/30/25	00011	10/29/25	2004-10. 730 FARFIELDS	202510	320	53800	43200		CITY OF DELAND	*	25.00	25.00	080004
11/13/25	00011	11/04/25	1001-10. 730 LANDSEA	202510	320	53800	43200		CITY OF DELAND	*	4.49	4.49	080005
11/13/25	00011	11/04/25	2000-10. 1981 GREENBOROUGH	202510	320	53800	43200		CITY OF DELAND	*	3.49	3.49	080006
11/13/25	00011	11/04/25	2001-10. 2023 GRACEBLOOM	202510	320	53800	43200		CITY OF DELAND	*	3.49	3.49	080007
11/13/25	00011	11/04/25	2002-10. 774 FARFIELDS	202510	320	53800	43200		CITY OF DELAND	*	3.49	3.49	080008
11/13/25	00011	11/04/25	2003-10. 2038 BEEVALLEY	202510	320	53800	43200		CITY OF DELAND	*	5.49	5.49	080009
11/13/25	00011	11/04/25	2004-10. 730 FARFIELDS	202510	320	53800	43200		CITY OF DELAND	*	3.49	3.49	080010
11/13/25	00011	11/04/25	1000-10. 2023 LANDSEA	202510	320	53800	43200		CITY OF DELAND	*	4,399.87	4,399.87	080011

KELP KEPLER ROAD TPARK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/13/25	00011	11/04/25	1002-10.	202510	320	53800	43200			*	2,074.42		
			2038 LANDSEA CLOSE						CITY OF DELAND			2,074.42	080012
11/13/25	00011	11/04/25	1004-10.	202510	320	53800	43200			*	10,633.59		
			1981 LANDSEA CLOSE						CITY OF DELAND			10,633.59	080013
12/15/25	00011	11/04/25	1003-10.	202510	320	53800	43200			*	13,502.78		
			774 LANDSEA CLOSE						CITY OF DELAND				
		11/04/25	1003-10.	202510	320	53800	43200			V	13,502.78-		
			774 LANDSEA CLOSE						CITY OF DELAND			.00	080014
12/15/25	00011	12/02/25	2000-11	202511	320	53800	43200			*	963.74		
			1981 GREENBOROUGH						CITY OF DELAND			963.74	080015
12/15/25	00011	12/02/25	2001-11	202511	320	53800	43200			*	283.99		
			2023 GRACEBLOOM						CITY OF DELAND			283.99	080016
12/15/25	00011	12/02/25	2002-11	202511	320	53800	43200			*	896.69		
			774 FARFIELDS						CITY OF DELAND			896.69	080017
12/15/25	00011	12/02/25	2003-11	202511	320	53800	43200			*	151.51		
			2038 BEEVALLEY						CITY OF DELAND			151.51	080018
12/15/25	00011	12/02/25	2004-11	202511	320	53800	43200			*	3.49		
			730 FARFIELDS						CITY OF DELAND			3.49	080019
1/12/26	00011	1/06/26	2000-12.	202512	320	53800	43200			*	2,645.42		
			1981 GREENBOROUGH						CITY OF DELAND			2,645.42	080020
1/12/26	00011	1/06/26	2001-12.	202512	320	53800	43200			*	774.98		
			2023 GRACEBLOOM						CITY OF DELAND			774.98	080021
1/12/26	00011	1/06/26	2002-12.	202512	320	53800	43200			*	3,632.12		
			774 FARFIELDS						CITY OF DELAND			3,632.12	080022

KELP KEPLER ROAD TPAK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/12/26	00011	1/06/26	2003-12. 202512 2038 BEEVALLEY DEC25	320-53800-43200					CITY OF DELAND	*	2,227.86	2,227.86	080023
1/12/26	00011	1/06/26	2004-12. 202512 730 FARFIELDS DEC25	320-53800-43200					CITY OF DELAND	*	3.49	3.49	080024
2/11/26	00011	2/03/26	2000-01. 202601 1981 GREENBOROUGH JAN26	320-53800-43200					CITY OF DELAND	*	2,267.90	2,267.90	080025
2/11/26	00011	2/03/26	2001-01. 202601 2023 GRACEBLOOM JAN26	320-53800-43200					CITY OF DELAND	*	1,884.66	1,884.66	080026
2/11/26	00011	2/03/26	2002-01. 202601 774 FARFIELDS JAN26	320-53800-43200					CITY OF DELAND	*	2,859.92	2,859.92	080027
2/11/26	00011	2/03/26	2003-01. 202601 2038 BEEVALLEY JAN26	320-53800-43200					CITY OF DELAND	*	1,976.18	1,976.18	080028
2/11/26	00011	2/03/26	2004-01. 202601 730 FARFIELDS JAN26	320-53800-43200					CITY OF DELAND	*	3.49	3.49	080029
2/17/26	00011	11/04/25	1003-10. 202510 774 LANDSEA CLOSE OCT25	320-53800-43200					CITY OF DELAND	*	14,177.22	14,177.22	080030
3/25/26	00011	3/03/26	2000-02. 202602 1981 GREENBOROUGH FEB26	320-53800-43200					CITY OF DELAND	*	394.68	394.68	080031
3/25/26	00011	3/03/26	2001-02. 202602 2023 GRACEBLOOM FEB26	320-53800-43200					CITY OF DELAND	*	589.16	589.16	080032
3/25/26	00011	3/03/26	2002-02. 202602 774 FARFIELDS FEB26	320-53800-43200					CITY OF DELAND	*	549.12	549.12	080033

TOTAL FOR BANK Z 53,542.44

KELP KEPLER ROAD TPARK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
TOTAL FOR REGISTER							454,197.23	

KELP KEPLER ROAD TPARK

Kepler Road Community Development District

Summary of Check Register

April 5th, 2026 to April 25th, 2026

Fund	Date	Check No.'s	Amount
General Fund	4/8/26	90-91	\$ 4,809.67
		Autodrafts	\$ 7,976.93
			<u>\$ 12,786.60</u>
Total Amount			\$ 12,786.60

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/08/26	00010	4/01/26 198367	202604 320-53800-46200	LANDSCAPE MAINT APR26	*	4,233.67	
							4,233.67 000090
4/08/26	00002	3/31/26 3718757	202602 310-51300-31500	GENERAL COUNSEL FEB26	*	576.00	
							576.00 000091
TOTAL FOR BANK A						4,809.67	

KELP KEPLER ROAD TPARK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/22/26	00011	4/07/26	2000-03. 1981 GREENBOROUGH MAR26	202603		320-53800-43200			CITY OF DELAND	*	2,525.30	2,525.30	080034
4/22/26	00011	4/07/26	2001-03. 2023 GRACEBLOOM MAR26	202603		320-53800-43200			CITY OF DELAND	*	2,462.38	2,462.38	080035
4/22/26	00011	4/07/26	2002-03. 774 FARFIELDS MAR26	202603		320-53800-43200			CITY OF DELAND	*	2,985.76	2,985.76	080036
4/22/26	00011	4/07/26	2004-03. 730 FARFIELDS MAR26	202603		320-53800-43200			CITY OF DELAND	*	3.49	3.49	080037
TOTAL FOR BANK Z											7,976.93		
TOTAL FOR REGISTER											12,786.60		

KELP KEPLER ROAD TPARK

Kepler Road Community Development District

Summary of Check Register

April 26, 2026 to May 23, 2026

Fund	Date	Check No.'s	Amount
General Fund	5/4/26	92-94	\$ 6,871.04
	5/18/26	95-99	\$ 12,128.61
		Autodrafts	\$ 5,490.27
			\$ 24,489.92
Total Amount			\$ 24,489.92

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK... AMOUNT	#
5/04/26	00010	4/13/26	200469	202603 320-53800-47300	IRRIG WET CHECK MAR26	*	733.20		
								733.20	000092
BLADE RUNNERS COMMERCIAL									
5/04/26	00005	4/16/26	32172	202604 320-53800-45000	ADDITIONAL GL COVER FY26	*	881.00		
								881.00	000093
EGIS INSURANCE ADVISORS									
5/04/26	00001	4/01/26	37	202604 320-53800-34000	FIELD MANAGEMENT	*	1,250.00		
		4/01/26	38	202604 310-51300-34000	MANAGEMENT FEES	*	3,333.33		
		4/01/26	38	202604 310-51300-35200	WEBSITE ADMINISTRATION	*	100.00		
		4/01/26	38	202604 310-51300-35100	INFORMATION TECHNOLOGY	*	150.00		
		4/01/26	38	202604 310-51300-31300	DISSEMINATION AGENT SVC	*	416.67		
		4/01/26	38	202604 310-51300-51000	OFFICE SUPPLIES	*	.12		
		4/01/26	38	202604 310-51300-42000	POSTAGE	*	2.97		
		4/01/26	38	202604 310-51300-42500	COPIES	*	3.75		
								5,256.84	000094
GOVERNMENTAL MANAGEMENT SERVICES-CF									
5/18/26	00016	4/30/26	236038	202604 320-53800-47000	LAKE MAINTENANCE APR26	*	375.00		
								375.00	000095
APPLIED AQUATIC MANAGEMENT INC									
5/18/26	00010	5/01/26	203638	202605 320-53800-46200	LANDSCAPE MAINT MAY26	*	4,233.67		
								4,233.67	000096
BLADE RUNNERS COMMERCIAL									
5/18/26	00001	5/01/26	39	202605 320-53800-34000	FIELD MANAGEMENT	*	1,250.00		
		5/01/26	40	202605 310-51300-34000	MANAGEMENT FEES	*	3,333.33		
		5/01/26	40	202605 310-51300-35200	WEBSITE ADMINISTRATION	*	100.00		
		5/01/26	40	202605 310-51300-35100	INFORMATION TECHNOLOGY	*	150.00		
		5/01/26	40	202605 310-51300-31300	DISSEMINATION AGENT SVC	*	416.67		
		5/01/26	40	202605 310-51300-51000	OFFICE SUPPLIES	*	.06		

KELP KEPLER ROAD TPAK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
5/01/26		40		202605	310	51300	42000			*	41.58			
			POSTAGE											
5/01/26		40		202605	310	51300	42500			*	12.30			
			COPIES											

												GOVERNMENTAL MANAGEMENT SERVICES-CF	5,303.94	000097
5/18/26	00017	4/30/26	12604154	202603	310	51300	31100			*	1,320.00			
			ENGINEERING SVC				MAR26							
												KELLY, COLLINS & GENTRY, INC	1,320.00	000098
5/18/26	00002	4/30/26	3733216	202603	310	51300	31500			*	896.00			
			GENERAL COUNSEL				MAR26							
												KUTAK ROCK LLP	896.00	000099

											TOTAL FOR BANK A	18,999.65		

KELP KEPLER ROAD TPARK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/18/26	00011	5/05/26	2000-04. 1981 GREENBOROUGH	202604	320	53800	43200		CITY OF DELAND	*	2,153.50	2,153.50	080038
5/18/26	00011	5/05/26	2001-04. 2023 GRACEBLOOM	202604	320	53800	43200		CITY OF DELAND	*	969.46	969.46	080039
5/18/26	00011	5/05/26	2002-04. 774 FARFIELDS	202604	320	53800	43200		CITY OF DELAND	*	2,363.82	2,363.82	080040
5/18/26	00011	5/05/26	2004-04. 730 FARFIELDS	202604	320	53800	43200		CITY OF DELAND	*	3.49	3.49	080041
TOTAL FOR BANK Z											5,490.27		
TOTAL FOR REGISTER											24,489.92		

KELP KEPLER ROAD TPARK

SECTION 2

Kepler Road
Community Development District

Unaudited Financial Reporting
April 30, 2026



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1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
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5	<hr/>	<u>Month to Month</u>
6	<hr/>	<u>Long Term Debt Report</u>
7	<hr/>	<u>Assessment Receipt Schedule</u>

Kepler Road
Community Development District
Combined Balance Sheet
April 30, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Total Governmental Fund</i>
Assets:				
Cash:				
Operating Account	\$ 19,605	\$ -	\$ -	\$ 19,605
Due from Other	\$ 937	\$ -	\$ -	\$ 937
Prepaid Expense	\$ 1,062	\$ -	\$ -	\$ 1,062
Investments:				
<i>Series 2025</i>				
Construction	\$ -	\$ -	\$ 23,007	\$ 23,007
Prepayment	\$ -	\$ 245	\$ -	\$ 245
Reserve	\$ -	\$ 171,256	\$ -	\$ 171,256
Revenue	\$ -	\$ 293,919	\$ -	\$ 293,919
Total Assets	\$ 21,603	\$ 465,419	\$ 23,007	\$ 510,030
Liabilities:				
Accounts Payable	\$ 19,352	\$ -	\$ -	\$ 19,352
Due to Other	\$ 1,539	\$ -	\$ -	\$ 1,539
Total Liabilities	\$ 20,892	\$ -	\$ -	\$ 20,892
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	\$ 1,062	\$ -	\$ -	\$ 1,062
Restricted:				
Series 2025 Debt Service Fund	\$ -	\$ 465,419	\$ -	\$ 465,419
Series 2025 Capital Projects Fund	\$ -	\$ -	\$ 23,007	\$ 23,007
Unassigned	\$ (350)	\$ -	\$ -	\$ (350)
Total Fund Balances	\$ 712	\$ 465,419	\$ 23,007	\$ 489,138
Total Liabilities & Fund Balance	\$ 21,603	\$ 465,419	\$ 23,007	\$ 510,030

Kepler Road
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Assessments - Admin & Maintenance	\$ 59,000	\$ 59,000	\$ 59,193	\$ 193
Assessments - Admin Only	\$ 85,593	\$ 64,195	\$ 64,195	-
Developer Contributions	\$ 104,354	\$ 51,802	\$ 51,802	-
Interest	\$ -	\$ -	\$ 560	\$ 560
Total Revenues	\$ 248,947	\$ 174,997	\$ 175,751	\$ 753
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 1,600	\$ 933	\$ -	\$ 933
FICA Expenditures	\$ 122	\$ 71	\$ -	\$ 71
Engineering	\$ 10,000	\$ 5,833	\$ 4,513	\$ 1,321
Attorney	\$ 15,000	\$ 8,750	\$ 10,326	\$ (1,576)
Annual Audit	\$ 5,000	\$ 5,000	\$ 4,400	\$ 600
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	-
Arbitrage	\$ 450	\$ 450	\$ 450	-
Dissemination	\$ 5,000	\$ 2,917	\$ 2,917	\$ (0)
Trustee Fees	\$ 4,500	\$ 4,500	\$ 3,185	\$ 1,315
Management Fees	\$ 40,000	\$ 23,333	\$ 23,333	\$ 0
Information Technology	\$ 1,800	\$ 1,050	\$ 1,050	-
Website Maintenance	\$ 1,200	\$ 700	\$ 700	-
Postage & Delivery	\$ 750	\$ 438	\$ 39	\$ 399
Insurance	\$ 5,750	\$ 5,750	\$ 5,300	\$ 450
Printing & Binding	\$ 600	\$ 350	\$ 4	\$ 346
Legal Advertising	\$ 10,000	\$ 5,833	\$ -	\$ 5,833
Other Current Charges	\$ 3,500	\$ 2,042	\$ 631	\$ 1,411
Office Supplies	\$ 300	\$ 175	\$ 1	\$ 174
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	-
<i>Operations & Maintenance:</i>				
<i>Field Expenditures</i>				
Property Insurance	\$ 3,500	\$ 3,500	\$ 881	\$ 2,619
Field Management	\$ 15,000	\$ 8,750	\$ 8,750	-
Landscape Maintenance	\$ 75,000	\$ 43,750	\$ 34,142	\$ 9,608
Landscape Contingency	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Lake Maintenance	\$ 11,500	\$ 6,708	\$ 2,625	\$ 4,083
Electric	\$ 1,200	\$ 700	\$ -	\$ 700
Water & Sewer	\$ 15,000	\$ 15,000	\$ 75,066	\$ (60,066)
Irrigation Repairs	\$ 3,500	\$ 2,042	\$ 1,402	\$ 640
General Repairs & Maintenance	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Contingency	\$ 3,500	\$ 2,042	\$ -	\$ 2,042
Total Expenditures	\$ 248,947	\$ 161,625	\$ 184,888	\$ (23,262)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (9,137)	
Fund Balance - Beginning	\$ -		\$ 9,849	
Fund Balance - Ending	\$ -		\$ 712	

Kepler Road
Community Development District
Series 2024 Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 131,030	\$ 131,030	\$ 131,460	\$ 430
Assessments - Direct Bill	\$ 211,481	\$ 158,610	\$ 158,610	\$ -
Assessments - Prepayment	\$ -	\$ -	\$ 35,245	\$ 35,245
Interest	\$ 4,000	\$ 4,000	\$ 6,464	\$ 2,464
Total Revenues	\$ 346,511	\$ 293,641	\$ 331,780	\$ 38,139
Expenditures:				
Interest - 11/1	\$ 133,101	\$ 133,101	\$ 133,101	\$ -
Interest - 2/1	\$ -	\$ -	\$ 453	\$ (453)
Special Call - 2/1	\$ -	\$ -	\$ 35,000	\$ (35,000)
Principal - 5/1	\$ 75,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 133,101	\$ -	\$ -	\$ -
Total Expenditures	\$ 341,202	\$ 133,101	\$ 168,554	\$ (35,453)
Excess (Deficiency) of Revenues over Expenditures	\$ 5,309		\$ 163,226	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (12,647)	\$ (12,647)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (12,647)	\$ (12,647)
Net Change in Fund Balance	\$ 5,309		\$ 150,579	
Fund Balance - Beginning	\$ 141,121		\$ 314,840	
Fund Balance - Ending	\$ 146,430		\$ 465,419	

Kepler Road
Community Development District
Series 2024 Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 412	\$ 412
Total Revenues	\$ -	\$ -	\$ 412	\$ 412
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 712	\$ (712)
Total Expenditures	\$ -	\$ -	\$ 712	\$ (712)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (300)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 12,647	\$ 12,647
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 12,647	\$ 12,647
Net Change in Fund Balance	\$ -	\$ -	\$ 12,347	
Fund Balance - Beginning	\$ -	\$ -	\$ 10,660	
Fund Balance - Ending	\$ -	\$ -	\$ 23,007	

Kepler Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Admin & Maintenance	\$ -	\$ -	\$ 59,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,193
Assessments - Admin Only	\$ -	\$ -	\$ 27,163	\$ 29,215	\$ -	\$ 7,817	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,195
Developer Contributions	\$ 10,975	\$ 40,827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,802
Interest	\$ -	\$ -	\$ 0	\$ 296	\$ 137	\$ 78	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560
Total Revenues	\$ 10,975	\$ 40,827	\$ 0	\$ 296	\$ 137	\$ 78	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,751
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ 3,193	\$ -	\$ 1,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,513
Attorney	\$ 2,058	\$ 129	\$ 282	\$ 6,386	\$ 576	\$ 896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,326
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,917
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 3,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,185
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,333
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700
Postage & Delivery	\$ 6	\$ 3	\$ 1	\$ 1	\$ 4	\$ 21	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39
Insurance	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 48	\$ 52	\$ 118	\$ 293	\$ 39	\$ 41	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 631
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<i>Operations & Maintenance:</i>													
<i>Field Expenditures</i>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 881	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 881
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,750
Landscape Maintenance	\$ 4,234	\$ 4,234	\$ 4,234	\$ 4,234	\$ 8,740	\$ 4,234	\$ 4,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,142
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,625
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ 31,434	\$ 2,299	\$ 9,284	\$ 8,992	\$ 9,582	\$ 7,980	\$ 5,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,066
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 669	\$ 733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,402
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 53,879	\$ 12,342	\$ 19,543	\$ 29,173	\$ 28,420	\$ 25,251	\$ 16,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184,888
Excess Revenues (Expenditures)	\$ (42,904)	\$ 28,485	\$ (19,543)	\$ (28,877)	\$ (28,283)	\$ (25,173)	\$ (16,231)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,137)

Kepler Road

Community Development District

Long Term Debt Report

Series 2024, Capital Improvement Revenue Bonds		
Interest Rates:	4.400%, 5.125%, 5.400%	
Maturity Date:	5/1/2055	
Optional Redemption Date:		
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$171,256	
Reserve Fund Balance	\$171,256	
Bonds Outstanding - 12/23/24		\$5,115,000
Less: Special Call - 2/1/26		(\$35,000)
Current Bonds Outstanding		\$5,080,000

Kepler Road
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments \$ 62,765.70 \$ 139,393.90 \$ 202,159.60
 Net Assessments \$ 58,999.76 \$ 131,030.27 \$ 190,030.02

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	%		
							General Fund	2025 Debt Service	Total
12/5/25	11/11-11/22/25	\$ 98,746.32	\$ -	\$ -	\$ -	\$ 98,746.32	\$ 30,658.36	\$ 68,087.96	\$ 98,746.32
12/19/25	12/1/25-12/4/25	\$ 1,859.82	\$ -	\$ -	\$ -	\$ 1,859.82	\$ 577.43	\$ 1,282.39	\$ 1,859.82
12/31/25	12/5-12/14/25	\$ 90,047.62	\$ -	\$ -	\$ -	\$ 90,047.62	\$ 27,957.62	\$ 62,090.00	\$ 90,047.62
Total		\$ 190,653.76	\$ -	\$ -	\$ -	\$ 190,653.76	\$ 59,193.41	\$ 131,460.35	\$ 190,653.76

100% Net Percent Collected
 0 Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

MVPD TRINITY LLC 2026-01				Net Assessments	\$ 242,747.17	\$ 31,266.54	\$ 211,480.63
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2025 Debt Service Fund	
1/7/26	11/1/25	10037	\$ 121,373.59	\$ 121,373.59	\$ 15,633.27	\$ 105,740.32	
3/23/26	2/1/26	11780	\$ 60,686.79	\$ 60,686.79	\$ 7,816.63	\$ 52,870.16	
	5/1/26		\$ 60,686.79				
				\$ 242,747.17	\$ 182,060.38	\$ 23,449.90	\$ 158,610.48

TLC TRINITY GARDENS LLC 2026-02				Net Assessments	\$ 54,326.46	\$ 54,326.46
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	
12/11/25	11/1/25	2635	\$ 27,163.23	\$ 27,163.23	\$ 27,163.23	
1/28/26	2/1/26	2699	\$ 13,581.62	\$ 13,581.62	\$ 13,581.62	
	5/1/26		\$ 13,581.62			
				\$ 54,326.47	\$ 40,744.85	\$ 40,744.85

SECTION 3

REQUISITION FOR SERIES 2024 PROJECT

The undersigned, an Authorized Officer of Kepler Road Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of December 1, 2024 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of December 1, 2024 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Name of Payee: Kutak Rock LLP
- (C) Amount Payable: \$712.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Invoice # 3702547 - Project Construction for Jan 2026
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2024 Project and each represents a Cost of the Series 2024 Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2024 Costs of Issuance Account that has not previously been paid out of such Account.

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.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2024 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2024 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2024 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

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.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**KEPLER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2024 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2024 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2024 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 24, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3702547

Client Matter No. 46323-3

Notification Email: eftgroup@kutakrock.com

Mr. George Flint

Kepler Road CDD

C/O Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3702547

46323-3

Re: Project Construction

For Professional Legal Services Rendered

01/14/26	M. Rigoni	0.40	128.00	Perform property due diligence regarding remainder of Phase 1 acquisition needed for operations and maintenance phase and correspondence with Sowell, Velez, Tran, and Flint regarding same
01/16/26	M. Rigoni	0.40	128.00	Prepare for and confer with Sowell, Iorio and Valez regarding clean-up acquisition
01/20/26	M. VanSickle	0.50	200.00	Research regarding fee conveyance in plat to public entity
01/21/26	M. Rigoni	0.30	96.00	Confer with VanSickle regarding plat conveyance of CDD properties
01/21/26	M. VanSickle	0.40	160.00	Correspondence regarding conveyance by plat
TOTAL HOURS		2.00		

KUTAK ROCK LLP

Kepler Road CDD

February 24, 2026

Client Matter No. 46323-3

Invoice No. 3702547

Page 2

TOTAL FOR SERVICES RENDERED \$712.00

TOTAL CURRENT AMOUNT DUE \$712.00

SECTION 4



Lisa Lewis
**Supervisor of Elections
Volusia County, Florida**

April 15, 2026

Ms. Brittany Brooks
Kepler Road CDD
219 East Livingston Street
Orlando, Florida 32801

Re: Kepler Road CDD

Dear Ms. Brooks:

Please accept this letter regarding the number of registered voters within the boundaries of Kepler Road Community Development District in accordance with Senate Bill 1184, enacted June 23, 2004. There are **17** registered voters in this district as of April 15, 2026.

Please feel free to contact my office should you have questions.

Regards,

Lisa Lewis
Supervisor of Elections

1588 N Woodland Blvd., DeLand, FL 32720-7915
(386) 736-5930 • FAX (386) 822-5715

VolusiaElections.gov

Para información en español, llame al 386-736-5930.

If your signature has changed, please update your signature by completing a new Florida voter registration application. It is important to keep your signature updated, so that ballots and/or petition signatures can be counted.

SECTION D

SECTION 1

SECTION a.

Kepler Road Community Development District Landscape Fee Summary

Contractor: Blade Runners/United Land Services

Property: Kepler Road CDD - Phase 1 (revised)

Address: 19 N Texas Ave Orlando FL

Address: 219 E. Livingston St.
Orlando, Florida, 32801

Phone: 407-515-5262

Phone: 407-841-5524

Fax:

Contact: Chris Marquess

Contact: Rob Szozda

Email: cmarquess@unitedlandservices.com

Email: rszozda@gmscfl.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$3,679.00	\$3,799.00	\$4,589.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$5,468.00	\$6,468.00	\$3,799.00	\$3,679.00	\$62,731.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$125.00	\$125.00	\$426.00	\$113.00	\$125.00	\$113.00	\$426.00	\$125.00	\$125.00	\$188.00	\$382.00	\$125.00	\$2,398.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$102.00	\$402.00	\$97.00	\$85.00	\$80.00	\$78.00	\$127.00	\$78.00	\$77.00	\$402.00	\$102.00	\$77.00	\$1,707.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$155.00	\$1,860.00
ANNUAL CHANGES - (Component E.1) <i>Per Annual Pricing:</i>	[COUNT]			[COUNT]			[COUNT]			[COUNT]			\$0.00
BED DRESSING - Estimate mulch yds (Component E.2) <i>[Mulch Type] Per Yard Pricing:</i>					\$4,950.00 <i>550 Bales</i>					\$6,500.00 <i>100 Yds</i>	\$4,950.00 <i>550 bales</i>		\$16,400.00
PALM TRIMMING 2x Per Year (Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>						\$2,181.00						\$2,181.00	\$4,362.00
TOTAL FEE PER MONTH:	\$4,061.00	\$4,481.00	\$5,267.00	\$6,603.00	\$11,560.00	\$8,777.00	\$6,958.00	\$6,608.00	\$5,825.00	\$13,713.00	\$9,388.00	\$6,217.00	\$89,458

Flat Fee Schedule	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$7,454.83	\$89,458
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$68,696.00
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Extra Services Annual Changes, Palm Pruning, Mulch	\$20,762.00
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TOTAL	\$89,458.00
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Kepler Road Community Development District (CDD) – Phase 1

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property. The attached Maintenance Responsibility Map (Attachment 1) and Landscape Drawings (Link) provides areas that are the responsibility of the Kepler Road CDD.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 34 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they

shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Retaining walls shall have a 2' pathway for the length of the wall.

Signs located in preserve areas and near retaining walls shall be trimmed as necessary to ensure they are visible from the adjacent area.

Outfall/Drainage Discharge areas that have pebbles/stones, crushed rock, and large rock shall be maintained weed free.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Walking trails are to be chemically treated monthly to ensure a weed free walking path. Walking trail borders are to be maintained (trimmed and sprayed) to ensure borders are weed free for at least 1' from each edge.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site. The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
- February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary.
- July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization.
- May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive

quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.

Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of “Flower Beds” is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½” individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9” O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6” in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6” prior to the installation of new plants.

Create a 2” trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1” layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.
Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

SECTION b.



Proposal #214094

Date: 2/4/2026

PO #

Customer:
 Rob Zozda
 GMS-Central Florida
 219 E Livingston St
 Orlando, FL 32801

Property:
 Kepler Road CDD

FIX WALK WAY BY CONSERVATION -DIRT+SOD

Default Group

Property Improvements

Items	Quantity	Price
Demo / Debris Removal / Site Prep	1.00	
Bahia Sod (Pallet)	3.00	
Top Soil	6.00	
Labor - Maint	16.50	

Property Improvements: \$2,259.66

Irrigation Repair

Items	Quantity	Price

Irrigation Repair: \$0.00

PROJECT TOTAL: \$2,259.66

Terms & Conditions

By _____
Jorge Ramirez

Date 2/4/2026
**Blade Runners Commercial
 Landscaping Orlando, LLC**

By _____

Date _____
Kepler Road CDD



SECTION C.



Proposal #213660

Date: 2/2/2026

PO #

Customer:
 Rob Zozda
 GMS-Central Florida
 219 E Livingston St
 Orlando, FL 32801

Property:
 Kepler Road CDD

CONSERVATION POLE FOR SIGNS

Default Group

Property Improvements

Items	Quantity	Price
4X4X8 PRESSURE TREATED WOOD	1.00	
TIMBER		
Labor - Maint	3.00	
		Property Improvements: \$167.50

Irrigation Repair

Items	Quantity	Price
		Irrigation Repair: \$0.00

PROJECT TOTAL: \$167.50

Terms & Conditions

By _____

Jorge Ramirez

Date 2/2/2026 _____

Blade Runners Commercial
 Landscaping Orlando, LLC

By _____

Date _____

Kepler Road CDD

SECTION d.



Proposal #213665

Date: 2/2/2026

PO #

Customer:
 Rob Zozda
 GMS-Central Florida
 219 E Livingston St
 Orlando, FL 32801

Property:
 Kepler Road CDD

REMOVE 2 DEAD TREES BY NATURAL WALKWAY

Default Group

Property Improvements

Items	Quantity	Price
Tree removal	2.00	
Labor - Maint	4.00	

Property Improvements: \$700.00

Irrigation Repair

Items	Quantity	Price

Irrigation Repair: \$0.00

PROJECT TOTAL: \$700.00

Terms & Conditions

By _____

Jorge Ramirez

Date 2/2/2026

**Blade Runners Commercial
 Landscaping Orlando, LLC**

By _____

Date _____

Kepler Road CDD

SECTION 2





SMART SCOOPS

PET WASTE REMOVAL

COMMUNITY SERVICES



WASTE STATIONS

Waste stations are the answer to the question, "Where do my residents put their dog poop?" While we would love for our residents to always be responsible pet owners, many simply do not carry bags with them to clean after their furry friends. This is not only a nuisance, it's a hindrance to those interested in buying a home or leasing on your complex or property. We can help!

FULL SERVICE INSTALLATION



Know what's below.
Call before you dig.

Our waste stations have a **LIFETIME WARRANTY** from rust, failed hardware and manufacturer defects. We install on most surfaces including grass, gravel, dirt and mulch. We can recommend placement for each station, but if you'd like to let us know where you would like them, that is fine too! We recommend spacing out stations every 500-750 feet. It's important to ensure stations aren't installed over utility lines, and that's why we take care of getting the proper clearance before installation.

WE SERVICE



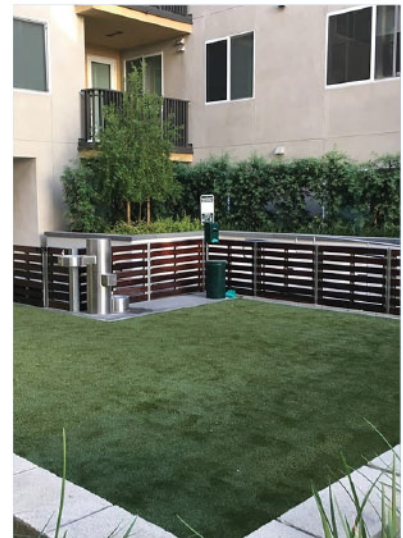
WASTE STATIONS

We provide scoop and removal service for waste stations on your complex, or neighborhood, ensuring that an area of 20 feet around each station is picked up and hauled away by our company.



GREENSPACE

Managers of complexes that require all Greenspace to be maintained will be glad to know we can help. We are accustomed to servicing more than 200,000 square feet of grass at a time up to multiple times per week.



DOG RUNS

Complexes and communities with dog runs will benefit from our team members keeping these runs clean. Tidy, disease-free run keep residents happy and their pets safe from contractable diseases.

STATION REFRESHING

Every waste station refreshed has the bags and liners replaced by our team members. Additionally, the entire station itself is cleaned of algae, dirt and grime ensuring it looks and is well maintained for residents. We use high-grade, thick mil liners and bags to prevent unnecessary rips while residents are cleaning up after their pets.



REPLACE BAGS



CLEAN STATION

WE SERVICE TRASH CANS

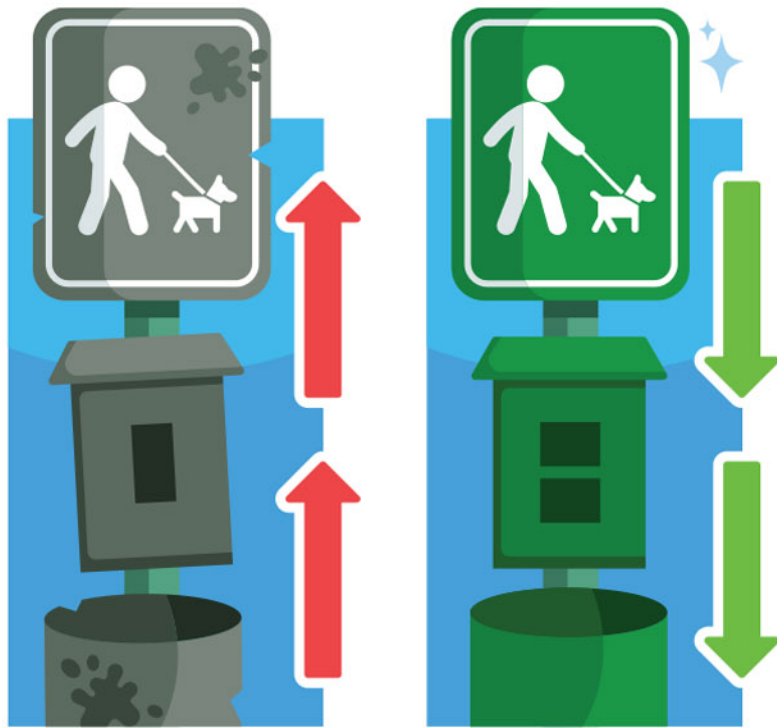
TRASH CAN REFRESHING

We don't just take care of pet waste stations, we also service trash cans too. That means we replace trash bags, remove full bags, and even swap out broken or missing bonnets (the plastic lid at the top). After a heavy rain, we'll dump out any water that's built up inside. It's all part of keeping your community clean and smelling fresh.

Most companies don't offer this kind of service. But to us, it's important. We want to provide a full-service experience that goes beyond scooping. If your trash cans need attention, we are here!



**TRASH CAN INSTALLATION
AVAILABLE FOR COMMUNITIES**



WE REPLACE AND REMOVE STATIONS

When you're ready to replace those unsightly, faded and dented waste stations we're on it! Not only do we offer full service of installing new clean and sharp looking stations, but we remove and haul away the existing ones too.

No need to worry about sending a team out to remove and then take it somewhere. We got you covered.



CUSTOM SIGNS

Whether you are managing a community of condos, or are responsible for outfitting an entire town with pet waste stations, we have you covered with customized signs so that your residents feel welcomed.

We provide full service design and installation of your waste station signage. Let us know what you need them to say and we'll take care of the rest!

