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MINUTES OF MEETING
REUNION WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Reunion West Community Development District was held on Thursday, **February 12, 2026,** at 10:30 a.m. and using Zoom Communication Media Technology and at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

Graham Staley	Chairman
Mark Greenstein	Assistant Secretary
William (Bill) Witcher	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Kristen Trucco	District Counsel
James Curley	District Engineer
Alan Scheerer	Field Manager
Garrett Huegel	Yellowstone Landscape
Pete Wittman	Yellowstone Landscape
Victor Vargas	Reunion Security
Grace Montanez	Reunion West POA
Billy Dove	Gray Robinson

The following is a summary of the discussions and actions taken at the February 12, 2026 Reunion West Community Development District Board of Supervisors meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Ms. Adams called the meeting to order at 10:30 a.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS **Public Comment Period**

There being no comments, the next item followed.

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THIRD ORDER OF BUSINESS **Approval of the Minutes of the January 8, 2026 Board of Supervisors Meeting**

Ms. Adams presented the minutes of the January 8, 2026 Board of Supervisors meeting, a draft of which were reviewed by the District Manager and District Counsel and were included in the agenda package. Mr. Staley did not know what the statement on Page 7, *"However, Mr. Barry raised a good point, if they did not pay for these facilities, because the split was raised on units, not on usage,"* meant. Ms. Adams would remove this statement, as it did not change the content. On Page 8, Mr. Staley felt that the statement, *"Mr. Staley felt that they needed to do a big review and wanted to split the costs, as it leads a long way towards knowing if they were paying for all of those assets on the west side and whether it made a difference of $70 per year in operating costs,"* did not make sense. Ms. Adams would change it to, *"Mr. Staley preferred to review the budget further, to determine the impact."* On Page 11, Mr. Staley pointed out that *"Sinclair gates"* should be, *"Reunion Village gates."*

On MOTION by Mr. Witcher seconded by Mr. Greenstein with all in favor the Minutes of the January 8, 2026 Board of Supervisors Meeting were approved as amended.

- **Review of Eminent Domain Status** *(Item 5)*

Ms. Adams introduced Mr. Billy Dove, who was reporting on the eminent domain status. Ms. Trucco pointed out that Mr. Dove provided visuals of the parcels, which were included in the agenda package. Mr. Dove thanked the Board for allowing his firm, Gray Robinson, to assist in these eminent domain matters. They were working through a myriad of parcels, which were small in size. Some parcels were owned in fee by the District, while others were subject to District interests under recorded declarations or drainage agreements. This was a design build Department of Transportation (DOT) project and there were changes between the CDD receiving notice of the potential taking of parcels needed for the project and where they were currently. Parcel 111 was originally a parcel that DOT needed and even filed an eminent domain lawsuit on the parcel, but then it was subsequently dismissed for further review. Gray Robinson was also working with the fee owners and was in frequent contact with Ms. Carpenter and Ms. Trucco, as well as the District Engineer, in order to identify the parcels, what they were used for and whether there were underground utilities. A diagram showing the areas and where the interests are, whether non fee simple or subordinates, pursuant to a Declaration of Covenants or drainage agreements with the

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fee owners or other CDDs in the area, was provided to the Board. The two interests that Reunion West held in fee simple, were Parcels 107 and 130. Through the course of the lawsuit, DOT proceeded with a stipulated Order of Taking, which was entered into some time ago. It does not end the litigation or the eminent domain case, but it does allow DOT to proceed with their project, by taking title to that area and DOT providing a good faith estimate of value, based on their appraisal, to the court. Gray Robinson retrieved that deposit and it was either on its way to the CDD or it was transmitted to the CDD for Parcels 107 and 130, which was appraised at $223,800. This was a milestone in the eminent domain case.

Mr. Dove explained that the way that the process worked, the condemning authority would provide notice and then conduct an appraisal of the property, as required by Florida Law. Once that occurred, there would be a short negotiation period, before the condemning authority was allowed to file their condemnation lawsuit and set an Order of Taking hearing. This allowed the condemning authority to proceed with their project, while the negotiations continue; however, this was not the final number that the CDD would be paid for those parcels. The court would determine if DOT checked the four boxes that they needed to, in order to proceed and the case would remain open until the parties agree on the final value, upon which the case would be closed. Last week, DOT made Gray, Robinson aware that they planned to move forward very quickly to certify their ownership in the underlying fee parcels. As part of that, they requested that the CDD enter into a Subordination Agreement, which included the Declaration of Covenants, Conditions and Restrictions and easements for Reunion Resort Club of Orlando, as amended and drainage agreements that were recorded for those areas. The Subordination Agreement covers Parcels 138 and 156. His office has been coordinating with Ms. Carpenter, Ms. Trucco and the District Engineer, to identify whether or not there were any impacts to CDD operations. They were also working with DOT, to help DOT meet their schedule, while ensuring that the CDD's interests were protected, resulting in a better outcome for the CDD.

Mr. Staley asked if there was anything that the CDD could do to stop the taking from occurring. Mr. Dove confirmed that there was no way to fully stop these takings, as the State and DOT had the power of condemnation, to take privately owned property for a public purpose, as long as the owner was compensated fair and just value. This was why he was saying that $223,800 was not the final amount, as negotiations continue. The Board discussed parcel locations, potential

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impacts, and communication with residents. No formal action was taken. By consensus, the Board directed staff to include this item on future agendas.

While Mr. Dove was in attendance, Ms. Adams recalled that several years ago, the CDD was approached by the Reunion West Property Owners Association (Reunion West POA), regarding the exit intersection on Old Lake Wilson Road. At that time, there was discussion with Osceola County Planning. The two intersections, depicted on Sheet 7, were both entrances and exits. There was an exit only intersection to the north, that was not pictured and in order to relieve some of the traffic congestion at the other entrance, the Reunion West POA inquired about the feasibility of making it an entrance/exit. At the time, Osceola County stated that would be possible. There may be an opportunity to discuss tying that intersection improvement to the Eminent Domain Agreement and questioned whether that was something the CDD Board was interested in or address at a later time. Mr. Staley felt that the time to do it, would be at the same time, as it may reduce the options that the CDD had available. Ms. Trucco clarified that this intersection improvement was north of Parcel 131 and did not know if this was a parcel that DOT had an interest in. Ms. Adams asked if DOT was interested in these parcels, as they were going to be facilitating the improvements on Old Lake Wilson Road or whether it would be a county project. Mr. Dove offered to have that conversation with DOT, to ensure that everything was harmonized, but if it was over the county's project line, the county and DOT would have to talk, to ensure that everything lined up.

Ms. Trucco questioned the timeframe for the parcels that Mr. Dove was speaking about, as the Board would like to communicate these updates with the residents. Mr. Dove felt that the project construction was the most impactful for residents. Ms. Trucco questioned the next step for Parcels 111 and 130, as DOT already had the offer. Mr. Dove indicated that the next step was finalizing the negotiations for the value of those properties. In the negotiations process, Gray Robinson retained on the CDD's behalf, experts that represent the CDD or any property owner. Those experts in this instance, consists of a Traffic Engineer and an Appraiser, to ensure that the way they were widening the road would not adversely affect the turn radius and the elevation for accessing roads into and out of the CDD that are affected by those parcels. DOT provides an appraisal that would result in the good faith value of the deposit. Therefore, it was in the CDD's interest to try to move quickly on some of these subordinate interest cases, particularly where some of these areas were owned by other entities. What they were proposing on some of these

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Subordinate Agreements, was if DOT takes property from another entity that impacts the CDD's rights under the drainage easement, DOT must commit to no increase of stormwater through that area and restoring the area to its previous functionality. Therefore, getting those Subordinate Agreements quickly, to move things along, would benefit the CDD on the fee cases, which would be wrapped up in the next few months. In the meantime, Mr. Dove would work on obtaining a timeline for construction of some of these parcels, particularly those that were adjacent to the community. However, when DOT takes property, they pay for the value of the land and any damages, as well as the cost to cure the improvement. Mr. Dove requested that the Board approve the Subordinate Agreements or authorize management staff to sign-off on them, in instances where the District Engineer, Traffic Engineer and legal approved the subordination terms. Mr. Staley requested that the Board delegate authority to him to execute the final form.

> On MOTION by Mr. Greenstein, seconded by Mr. Witcher, with all in favor, the Board delegated authority to the Chair to approve subordinate agreements in the tracts subject to approval as to form and legality by District Counsel and confirmation by the District Engineer.

Ms. Trucco requested that Mr. Dove update her regarding the fee simple parcels. Mr. Dove questioned when the next meeting was. Ms. Adams indicated that it was on March 12, 2026 at 10:30 a.m. Mr. Dove would try to have an update at that meeting and appreciated the Board's time and approval. Ms. Adams pointed out that Ms. Grace Montanez, the Reunion West POA Manager, was present. She could pass this information to the HOA Board of Directors, as one step of communicating to stakeholders about potential impacts.

FOURTH ORDER OF BUSINESS **Approval of the Settlement Agreement with Kingwood Orlando Reunion Resort**

Ms. Adams presented the Settlement Agreement with Kingwood Orlando Reunion Resort (KORR), which was included in the agenda package. Ms. Trucco reported that it reflected the agreement that the Board previously directed District Counsel to settle for, regarding ownership of the tracts. As per the agreement, the CDD was willing to release its interest in the parcels that were re-platted by the Whitemarsh Cove replat, for a portion of the tract where the bocce ball court was located, in exchange for the defendants release of interest in the tracts named in the lawsuit.

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As part of the quit claim deed from the defendants to the CDD, there was an exhibit with exceptions that would not be released, which were recorded prior to February 4, 2022 or otherwise agreed to by the CDD. In order to determine what encumbrances were there, an Ownership and Encumbrance Report must be ordered from the title company, within three days of the effective date of this agreement. Prior to this meeting, it was ordered and should take 90 days, at a cost of $10,000, which was reasonable. The cost and fees associated with the conveyances would be covered by the defendants. Upon approval of this agreement, at a duly noticed public meeting, and satisfaction of the conveyance obligations in the agreement, the parties would jointly file a Stipulation of Dismissal with prejudice of the action, meaning that neither party could bring a future claim against the other party for the claims in this lawsuit and the counter claim brought by the defendants. In addition, the Stipulation of Dismissal would specify that the court would be maintaining jurisdiction to enforce the terms of this agreement.

On MOTION by Mr. Greenstein seconded by Mr. Witcher with all in favor the Settlement Agreement with Kingwood Orlando Reunion Resort was approved.

Mr. Staley understood that after the 90 days, the defendants had 30 days to do all of the conveyances. Ms. Trucco confirmed that was the case for the defendants, as well as the CDD. This was why she was going to have the defendant start working on the survey for the portion of the parcel where the bocce ball court was situated. Mr. Staley wanted to make sure that they did not miss any deadlines. Ms. Trucco pointed out that it depends on how quickly the title company was able to provide the report. Mr. Staley recalled that he had good faith discussions about the four pieces of property, which were subject to further discussion and would not start until the conveyances were done, probably by Summer. Ms. Trucco hoped there was not much in dispute. If there was anything after February 4, 2022 that was recorded by one of the defendants on one of the parcels that they were quit claiming to the CDD, they would need to look at those with specificity to see if it was something that the CDD Board was comfortable with. If the Board was not comfortable, the defendants would have to release those. Mr. Staley thanked the Board for sticking with this and protecting the District's assets, as it was a three-year project and thanked GMS, Ms. Trucco and the legal team for their efforts. Ms. Trucco appreciated the Board trusting her and her firm with the case and thanked the Chairman and the Board for their efforts. Mr.

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Witcher expressed his appreciation as well and felt that everyone did a great job. Mr. Staley recalled that there was a typo. Ms. Trucco confirmed that there was Scribner's error in Exhibit A. Mr. Greenstein agreed that it was a long process, but they got to where they needed to, especially the efforts of Mr. Steve Boyd, the District Engineer. Ms. Trucco pointed out that Mr. Boyd was one of the witnesses for the CDD and went through extensive preparation.

Mr. Staley pointed out that no one knew for three years, this was going on and there may be some interest in the coming days or weeks, as it becomes public, but asked if there was a confidentiality agreement. Ms. Trucco indicated that the Settlement Agreement was in the public record, but it was technically pending, as the case has not been dismissed yet. Ms. Adams confirmed that the agreement was executed, but not fully implemented. Ms. Trucco pointed out that both parties needed to act in accordance with the Settlement Agreement, until the case would officially be dismissed by joint motion to the court. Mr. Witcher questioned when this would take place. Ms. Trucco confirmed that it would not be until all of the quit claim deeds were signed and recorded, which would not be until the title work was completed, in three months. It would then take the lawyers and engineers some time to review the encumbrances of those tracts, which was estimated to take at least 30 days after the title work was completed. However, if something was recorded after 2022 and it had to be brought back to the Board for feedback, it might be 45 days. Mr. Greenstein pointed out that the price for the title work was reasonable, as long as it was totally accurate and believed that all of this would be completed before the end of the fiscal year. Ms. Trucco anticipated that it would not take any longer than six months, unless there was a delay by the title company.

FIFTH ORDER OF BUSINESS **Review of Eminent Domain Status**

This item was discussed.

SIXTH ORDER OF BUSINESS **Consideration of Signage on CDD Property at Reunion West Encore Neighborhood** *(Added)*

Ms. Adams reported that the District received communication from Ms. Grace Montanez, the Reunion West POA Manager, indicating that they had difficulty with businesses coming in and trying to sell various items. The item of greatest concern was a vehicle engaging in commercial solicitation. As a result, the HOA Board did some due diligence, to determine the best ways to

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deter that from happening and ultimately the request came back to the District, to install no soliciting signs on the CDD entrance gates. The Reunion East CDD Board adopted a Signage Policy, which had been considered previously by the Reunion West CDD Board, when considering signage. Mr. Staley asked if the CDD was allowed to prevent people coming onto public roads. Ms. Trucco indicated that they could prevent solicitation on public government land. Mr. Staley did not see any disadvantage of approving No Soliciting signs. Mr. Witcher did not see any reason to not approve the signage. Mr. Greenstein supported it. Ms. Adams pointed out that the language that the Reunion West POA was requesting, was included in the agenda package, which stated, *"No Soliciting On Private Property."* Mr. Staley felt that saying, *"On Private Property,"* was misleading, as it was not private property.

Ms. Montanez explained that private property came from people going onto resident's driveways and up to their front doors and hanging flyers. Ms. Adams agreed that saying, *"No Solicitation,"* sent a cleaner message. Ms. Trucco pointed out that the CDD had no control over what people put on private lots, would verify from a legality standpoint that there were no issues and requested that the Board approve the request for No Soliciting or No Solicitation signage, subject to staff sign-off and a License Agreement. Ms. Montanez pointed out that the HOA would install the signs. Ms. Adams recalled that under the Security Agreement, there was a License Agreement for certain equipment and in that case, there could be a quick addendum. Mr. Greenstein questioned what GMS did in other CDDs. Ms. Adams pointed out that it was not uncommon to have No Soliciting signs at the community entrance. Mr. Greenstein indicated that there may be some distinction between right-of-ways and personal property and as long as this has been done elsewhere and it did not create a problem, then the signs should say, *"No Solicitation."* However, he was not aware that a sign policy was adopted officially by the Reunion West CDD. Mr. Staley wished to add it to their list of policies. *There was Board consensus for the signage to say, "No Solicitation" and for Ms. Adams to provide a Signage Policy to the Board at the March meeting and include it on the agenda.*

On MOTION by Mr. Witcher seconded by Mr. Staley with all in favor the No Solicitation signage on CDD property at the Reunion West Encore neighborhood subject to District Counsel sign-off was approved.

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SEVENTH ORDER OF BUSINESS **Ratification of Data Sharing & Usage Agreement with Osceola County Property Appraiser**

Ms. Adams presented a Data Sharing & Usage Agreement between the Osceola County Property Appraiser and the CDD, which was included in the agenda package, whereby the District agrees to not release any confidential public records of law enforcement officers or judges, which were exempt from the Public Records Law. It was an annual administrative agreement starting on January 1st and was executed by the District Manager.

On MOTION by Mr. Greenstein seconded by Mr. Staley with all in favor the Data Sharing and Usage Agreement with the Osceola County Property Appraiser was ratified.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Ms. Trucco reported that the majority of her time was spent on trying to settle the lawsuit. She was currently working on a memo that the Board directed her to prepare, regarding joint meetings and was confident that it would be ready for the Board next month. Mr. Staley was happy to hear this, as the entire Board would be present. Mr. Witcher recalled that Ms. Trucco was looking at providing an Interlocal Agreement between the two CDDs. Ms. Adams pointed out that Initially, the request was to have it on the February agenda; however, since some of the Board Members could not attend, it was deferred until the March meeting.

B. Engineer

Mr. Curley reported that his office was supporting Ms. Trucco as much as possible. He was planning to look at all of the broken curb, Tuesday of next week. Ms. Adams explained that this Board approved a certain amount of funding in the repair and maintenance (R&M) project list for the replacement of curb gutter in different areas.

C. Field Manager Updates

Mr. Scheerer reported that there were not many updates. Yellowstone was present to update the Board on the giant freeze that they had. They were here to provide recommendations on the plant material and how long to wait to replace it. Mr. Wittman reported that they were encouraging

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everyone to wait until March to replace their plants, as they were safe from the threat of another frost. The brown on top of the plant material, protected the plant, so if there was a future frost, the front would lay on that plant material. In addition, some of the plant material that was still on the plant, was helping it to photosynthesize, which was feeding the plant. His team would start performing site audits on what was going to be needed for a cleanup effort, as well as a Plant Replacement Plan. Mr. Scheerer already discussed with him the budget for Fiscal Year 2026/2027.

Ms. Adams pointed out that some of the Palms fared worse than others. Mr. Wittman indicated that there was a central stem coming from the Palm trees, in the center of the Palm. If that looked healthy, it still could take two to three weeks for it to brown out, which was why he did not want to say that it would definitely die, because if that central stem starts growing and turning green, they were in good shape. Ms. Adams asked when they lose the brown leaves, whether there would be immediate green growth or whether it would lose their fronds and go through a bald phase. Mr. Wittman explained that the brown fronds were still feeding the Palms, which was why they always tell everyone not to cut off the brown fronds. Mr. Scheerer stated one of the questions that he received was about whether the District landscaping was insured. The answer was no and therefore; they must support Mr. Wittman's approach and re-evaluate the Palms in March.

The Field Manager reported repeated damage to flex stakes and continues monitoring the issue. The clearance sign was replaced. A motor and pulley were replaced on the Sinclair gate. There was ongoing pond maintenance. The pressure washing was complete in both CDDs. As stated by the engineer, they would be evaluating the curbs in roadways next Tuesday. They were just trying to get through the freeze and deal with the plants. Mr. Witcher recalled that Fausnight was supposed to look at additional striping. Mr. Scheerer reported that Fausnight was onsite and submitted a proposal, which was under staff review, because they commingled the maps between Reunion East and Reunion West. They did allocate the cost per unit, whether it was a stripe, post or marking. Regarding the Action Items List, the access to Reunion Village/Davenport Creek Bridge or Spine Road extension into Reunion Village, was tested and good to go. Informational signs would arrive on Wednesday stating, *"No Thru Traffic – Registered Guests and Residents Only."* They would be placed in both directions in Reunion Village, for the system to go online on the 23rd. Staff reported ongoing operational issues with the Reunion Village gate. Mr. Scheerer

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planned to get traffic signs and instructed Lennar, to inform their contractors that they could only go through the Reunion Village main gate. Mr. Greenstein wanted the same rules to apply.

D. District Manager's Report

i. Action Items

Ms. Adams presented the Action Items List, which was included in the agenda package for Reunion East and West CDDs. It included items that were being tracked and was provided to Board Members a week in advance of the meeting.

ii. Approval of Check Register

Ms. Adams presented the Check Register from January 1, 2026 through January 31, 2026 in the amount of $488,430.19, which was included in the agenda package, along with a detailed check run.

On MOTION by Mr. Staley seconded by Mr. Greenstein with all in favor the January Check Register was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through December 31, 2025, which were included in the agenda package. No Board action was required, as this was for informational purposes and included the Combined Balance Sheet.

iv. Replacement and Maintenance Plan

Ms. Adams presented the R&M Plan for Fiscal Year 2026, which was included in the agenda package. It was reviewed and updated each month by staff.

v. E-Mail Subscribers

Ms. Adams presented the number of active email subscribers for the CDD's email, which were included in the agenda package. As of the end of January, there were 163 active subscribers for Reunion West and 195 active subscribers for Reunion East.

Mr. Staley recalled that Ms. Adams typically provided a draft of the budget in May and wanted to update the Five-Year Plan in April. Ms. Adams would include the Five-Year Plan on the April agenda. Mr. Staley recalled that there were three Board Member positions opening in

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November and that there was a process that they went through in March. Ms. Adams explained that the CDD was required to announce the seats and qualifying period on the record. This occurred in the Spring, as the qualifying period was in June. Mr. Staley wanted it to be discussed two months in advance of the deadline.

vi. Security Report

Ms. Adams reported that the December Security Reports from Reunion Security and the Reunion West POA, were provided to the Board under separate cover. No Board action was required and was for informational purposes. Mr. Victor Vargas of Reunion Security and Ms. Grace Montanez, the Reunion West POA Manager, were present to answer any questions.

NINTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS **Supervisor's Requests**

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS **Next Meeting Date: March 12, 2026**

Ms. Adams stated that the next meeting was scheduled for March 12, 2026 at 10:30 a.m. at this location.

TWELFTH ORDER OF BUSINESS **Adjournment**

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

Signed by: Tricia Adams 3F3E5FA5C67E43B...

Secretary/Assistant Secretary

Signed by: Graham Staley 439F73A503AA4F2...

Chairman/Vice Chairman