

*Cypress Park Estates  
Community Development District*

*Meeting Agenda*

*October 25, 2022*

# AGENDA

# *Cypress Park Estates*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

October 18, 2022

**Board of Supervisors  
Cypress Park Estates  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Cypress Park Estates Community Development District** will be held **Tuesday, October 25, 2022 at 11:00 AM** via **Zoom** using the information provided below. Attendees may either use the Zoom Video Link or Zoom Call-In Number to attend the meeting.

**Zoom Link:** <https://us06web.zoom.us/j/86366541079>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 863 6654 1079

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers may submit questions and comments to the District Manager prior to the beginning of the meeting via email at [jburns@gmscfl.com](mailto:jburns@gmscfl.com))
3. Approval of Minutes of the August 23, 2022 Board of Supervisors Meeting
4. Presentation of Field Conveyance Report
5. Consideration of Phase 1 Conveyance Documents
6. Consideration of Engagement Letter for Fiscal Year 2022 Audit Services with Grau & Associates
7. Ratification of Fiscal Year 2023 Developer Funding Agreement
8. Ratification of Government Leasing Playground Lease Assignment Agreement
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Update Regarding Hurricane Damage and Clean-Up
    - ii. Consideration of Proposal for Rear Gate Camera/Keypad from Current Demands (*to be provided under separate cover*)

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<sup>1</sup> Comments will be limited to three (3) minutes

- D. District Manager's Report
  - i. Approval of Check Register (*to be provided under separate cover*)
  - ii. Balance Sheet & Income Statement (*to be provided under separate cover*)
  - iii. Update Regarding Fee for Library Meeting Room Use
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

# MINUTES

**MINUTES OF MEETING  
CYPRESS PARK ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Cypress Park Estates Community Development District was held **Tuesday, August 23, 2022** at 11:04 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Scott Shapiro  
Steve Rosser  
Hyzens Marc  
Allan Keen

Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Jill Burns  
Jennifer Kilinski  
Grace Kobitter  
Marshall Tindall

District Manager, GMS  
KE Law  
KE Law  
Field Manager, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Four Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted that no members of the public were present to provide comments.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the June 13, 2022 Continued Board of Supervisors Meeting and the June 28, 2022 Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, corrections to the June 13, 2022 continued Board of Supervisors meeting minutes and the June 28, 2022 Board of Supervisors meeting minutes. The Board had no changes.

On MOTION by Mr. Keen, seconded by Mr. Shapiro, with all in favor, the Minutes of the June 13, 2022 Continued Board of Supervisors Meeting and the June 28, 2022 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Public Hearings**

**A. Public Hearing on the Adoption of the District's Fiscal Year 2023 Budget**

Ms. Burns noted that this public hearing had been advertised in the paper.

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

Ms. Burns stated that there were no members of the public present or joining via Zoom.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, Closing the Public Hearing, was approved.

**i. Consideration of Resolution 2022-11 Adoption of the District's Fiscal Year 2023 Budget and Appropriating Funds**

Ms. Burns noted that this resolution was included in the agenda package for review. She stated that there was an updated version that was sent out yesterday. She stated that this version lowered the platted lot assessment to the gross \$1,025 per unit and a developer contribution to offset that amount was listed as well. She noted that for the assessments direct billed, it would be \$13,810 billed to offset that amount.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, Resolution 2022-11 Adoption of the District's Fiscal Year 2023 Budget and Appropriating Funds, was approved.

**ii. Consideration of Fiscal Year 2023 Developer Funding Agreement**

Ms. Burns noted that this was not in the agenda package. She noted to approve this with the entity, and they would finalize it and authorize the Chairman to get it executed.

On MOTION by Mr. Shapiro, seconded by Mr. Keen, with all in favor, the Fiscal Year 2023 Developer Funding Agreement, was approved.

**B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments**

Ms. Burns noted that this public hearing had been advertised and mailed notice was sent to property owners within the community.

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

Ms. Burns noted that there were no members of the public present at this time.

On MOTION by Mr. Marc, seconded by Mr. Keen, with all in favor, Closing the Public Hearing, was approved.

**i. Consideration of Resolution 2022-12 Imposing Special Assessments and Certifying an Assessment Roll**

Ms. Burns noted that this resolution imposed the O&M assessment based on the budget that the Board just adopted. She noted that a copy of the assessment roll was included in the agenda package for review. She stated that Phase 1 would all be collected on roll and there was a collection schedule for the undeveloped property as well.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Resolution 2022-12 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

**C. Public Hearing on the Adoption of the Amenity Policies and Rates**

Ms. Burns noted that this public hearing was advertised in the paper.

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

**i. Consideration of Resolution 2022-13 Adopting Amenity Policies and Rates for the District**

Ms. Burns noted that this resolution was included in the agenda package for review. She stated that this had not changed since the last time that the Board reviewed these policies. She noted that there was an issue with the access control system and that the facility was not open at



this time. She explained that they had collected complications from residents, and they anticipated that Mr. Tindall would have an update on that. She noted that they anticipated to be able to open that on Monday for everyone.

On MOTION by Mr. Shapiro, seconded by Mr. Keen, with all in favor, Resolution 2022-13 Adopting Amenity Policies and Rates for the District, was approved.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Closing the Public Hearing, was approved.

#### **FIFTH ORDER OF BUSINESS**

#### **Resolution 2022-14 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023**

Ms. Burns noted that the proposed date was the fourth Thursday at 11:00 a.m. and they were currently meeting the fourth Tuesday. After Board discussion, they decided to keep the fourth Tuesday at 11:00 a.m.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, Resolution 2022-14 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023 for the Fourth Tuesday of Every Month at 11:00 a.m., was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Escrow Agreement**

Ms. Burns noted that this was included in the agenda package for review. She stated that this had already been approved and was to escrow the funds required to build the amenity facility.

On MOTION by Mr. Shapiro, seconded by Mr. Keen, with all in favor, the Escrow Agreement, was ratified.

#### **SEVENTH ORDER OF BUSINESS**

#### **Ratification of Leasing Contract**

Ms. Burns stated that this was still being worked out with the entity leasing the playground structure. She noted that what was in the agenda package was substantially the same. She noted that this was the actual agreement and that they were waiting to get the updated version for the Board to sign. She noted that the terms in it for the payments were the same.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, the Leasing Contract, was ratified.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Landscape Improvement  
Installation Agreement with Stewart &  
Associates Property Services, Inc. –  
ADDED**

Ms. Burns stated that this was for Phases 2 and 3. She noted that the total amount listed was \$394,508 and it was for them to install the common area landscaping.

On MOTION by Mr. Shapiro, seconded by Mr. Keen, with all in favor, the Landscape Improvement Installation Agreement with Stewart & Associates Property Services, Inc., was approved.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Kobitter had nothing further for the Board.

**B. Engineer**

There being none, the next item followed.

**C. Field Manager's Report**

Mr. Tindall reviewed over the field manager's report with the Board. He noted that most of the landscaping with sod and palms had gone in. He noted that they would monitor the newly installed landscaping progress. He noted that they had been monitoring the landscaper and trying to keep them on point. He stated that the walls were cleaned up and looking good. He stated that the cameras were going to go in, which would not hold up the amenity opening. He noted that they got the key card system figured out. He explained that there were some issues with Spectrum that they had been fighting with for a couple of weeks, but they had those figured out and was getting everything set up with that. He noted that pro playgrounds did not include the resetting of the pavers after they were done. After discussion, they would go ahead and get their maintenance crew to get that this week so they could get the amenity opened as soon as possible here. He noted that they got the janitorial and pool vendor squared away. He noted that the playground looked good,

the trash cans were delivered, the benches were all in, bike rack was in, and everything else looked good.

**i. Dumpster Pricing from Haines City**

Mr. Tindall presented the dumpster proposal to the Board. He noted that they had the dumpster enclosure set up and there was a concluded pricing from the city. He recommended the 4-year dumpster once a week. He explained that they had did this at the other locations and it had been successful. He noted that it would be \$142.37 a month. Ms. Burns noted that if they found that they needed to empty it more frequently, they could always increase in the future.

On MOTION by Mr. Shapiro, seconded by Mr. Keen, with all in favor, Dumpster 4 Yard with Once a Week Pick Up, was approved.

**ii. Proposal from GMS for Permanent Garbage Cans**

Mr. Tindall presented the proposal for permanent garbage cans. He noted that the permanent garbage cans were not included in pro playground scope. He recommended, based on the size of the facility, about 5 garbage cans. He stated that he had included a few options. He recommended option 3, which was 42 gallons without accents. He noted that these had been successful at the other locations. After discussion, the Board decided to go with option 3.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, the Proposal from GMS for Permanent Garbage Cans, was approved.

**iii. Proposal from Resort Pool Services for Fountain Maintenance**

Mr. Tindall presented the proposal for the fountain maintenance to the Board. He noted that the fountain at the entrance was coming along. He stated that he called the manufacturer, and they did not offer a service agreement, so he went ahead a talked to the pool vendor since he was going to be on site anyway and he provided the contract that was in the agenda package. He recommended to have him while he was on site. The Board agreed with Mr. Tindall's recommendation.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, the Proposal from Resort Pool Services for Fountain Maintenance, was approved.

**iv. Proposals for Pest Control Contract** *(to be provided under separate cover)*

Mr. Tindall presented the proposal for the Pest Control Contract which was discussed at the last meeting for termite protection. He stated that he recommended, based on all his research, to go with Massey because they were the cheapest and they were good on their service. He noted that as far as basic pest control goes, it would run \$40 a month for these facilities. He stated that as far as termites go, that would be an annual initial fee of \$696, which included bait stations and a spray treatment of the wood in the attic. He noted that every year after that would be \$240. He explained that it was \$50,000 per incident of coverage from the event that anything happened up to \$250,000.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, Accepting the Proposal for Pest Control Contract from Massey for \$40 a Month Regular Pest Control and the Terminate Treatments, was approved.

**D. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns presented the check register to the Board, which was included in the agenda package.

On MOTION by Mr. Shapiro, second by Mr. Marc, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns noted that the financial statements through July 31, 2022 were included in the agenda package for review and there was no action required.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being none, the next item was followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Shapiro, seconded by Mr. Marc, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV



## Conveyance Report

18272877060

**Reference Number:**  
**Form Name:**  
**Submitter Name:**

20221018-18272877060  
Conveyance Report  
Marshall Tindall (mtindall@gmscfl.com) |  
mtindall@gmscfl.com  
Oct 18, 2022 7:59:00 AM EDT  
4190 Citrus St, Kissimmee, FL 34746, USA  
Oct 18, 2022 7:58:51 AM EDT [ [View Map](#) ]

### NEW PAGE

#### Conveyance Review

<b>District</b>	Cypress Park Estates
<b>Site Inspected By</b>	Marshall Tindal - Assistant Field Manager

#### Issue Details

ISSUE DETAILS

1 OF 16

#### Issue Details

<b>Date / Time</b>	Oct 17, 2022 5:30:00 PM EDT
<b>GeoLocation</b>	655 Silver Palm Dr, Haines City, FL 33844, USA latitude: 28.1202621 altitude: 5.2 longitude: -81.5749416 [ <a href="#">viewMap</a> ]

**Action Item Picture****Action Item Description**

Completed: Item 1 of 14 from previous report 7/19  
\*missing sod was added

## ISSUE DETAILS

2 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

655 Silver Palm Dr, Haines City, FL 33844, USA  
latitude: 28.1207192 altitude: 5.2  
longitude: -81.5749882 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Completed: Item 2 of 14 from previous report 7/19  
\*additional rip rap and sod installed around MES  
washout tract C

## ISSUE DETAILS

3 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

1803 Silverbell Lp, Haines City, FL 33844, USA  
latitude: 28.1210824 altitude: 5.2  
longitude: -81.5751568 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Completed: Item 3 of 14 from previous report 7/19  
\*additional rip rap and sod installed around MES  
washout tract C



## ISSUE DETAILS

4 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

660 Silver Palm Dr, Haines City, FL 33844, USA

latitude: 28.1210255 altitude: 5.2

longitude: -81.5740751 [ [viewMap](#) ]**Action Item Picture****Action Item Description**

Item 4 of 14 from previous report 7/19

\*new sod was installed, but existing sod along bank was damaged near skimmer.

Action requested: add sod to repair damaged sod on slope

## ISSUE DETAILS

5 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

655 Silver Palm Dr, Haines City, FL 33844, USA

latitude: 28.1202629 altitude: 5.2

longitude: -81.5749486 [ [viewMap](#) ]**Action Item Picture****Action Item Description**

Completed: Item 5 of 14 from previous report 7/19

\*Sod was installed to fill Gap in tract E

## ISSUE DETAILS

6 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

1926 Pond Pene Ct, Haines City, FL 33844, USA

latitude: 28.1197612 altitude: 5.2

longitude: -81.5741412 [ [viewMap](#) ]**Action Item Picture****Action Item Description**

Item 6 of 14 from previous report 7/19

Tract E - poorly established sod areas

Action Requested: Add in additional sod to fill gaps where initial sod did not establish well to improve slope stability.

## ISSUE DETAILS

7 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

655 Silver Palm Dr, Haines City, FL 33844, USA  
latitude: 28.120256 altitude: 5.2  
longitude: -81.5749475 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Item 7 of 14 from previous report 7/19  
\*Baker Dairy monument and landscaping are in progress.

Action Requested: none at this time. monitor for final completion.

## ISSUE DETAILS

8 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

621 Silver Palm Dr, Haines City, FL 33844, USA  
latitude: 28.1206127 altitude: 3.9  
longitude: -81.5724717 [ [viewMap](#) ]

**Action Item Picture**

**Action Item Description**

Item 8 of 14 from previous report 7/19  
Tract D sod gap by lift station

\*new sod was installed in tract D by lift station, but  
a sod gap is still present adjacent to home lot.

Action requested: add sod to fill gap.

**ISSUE DETAILS****9 OF 16****Issue Details****Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

600 Silver Palm Dr, Haines City, FL 33844, USA  
latitude: 28.1197697 altitude: 3.8  
longitude: -81.5719258 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Completed: Item 9 of 14 from previous report 7/19  
\*Sod was installed to fill Gap in tract D behind lot  
22

**ISSUE DETAILS****10 OF 16****Issue Details****Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

600 Silver Palm Dr, Haines City, FL 33844, USA  
latitude: 28.1197638 altitude: 3.8  
longitude: -81.5719382 [ [viewMap](#) ]

**Action Item Picture**



**Action Item Description**

Item 10/11 of 14 from previous report 7/19

Tract D: unstable dry pond slope along southeast fence.

Action Requested: Add soil and regrade as needed along fence so that is mowable. Add sod along slope to stabilize and where it is missing and/or did not stabilize.

**ISSUE DETAILS**

11 OF 16

**Issue Details****Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

1329 Tupelo Trl, Haines City, FL 33844, USA  
latitude: 28.1143327 altitude: 9.3  
longitude: -81.5740842 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Completed: Item 12 of 14 from previous report 7/19  
\*Sod and landscaping were installed to fill Gap in tract M

## ISSUE DETAILS

12 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

1329 Tupelo Trl, Haines City, FL 33844, USA

latitude: 28.1141913 altitude: 9.3

longitude: -81.5742281 [ [viewMap](#) ]**Action Item Picture****Action Item Description**Item 13of14 from previous report 7/19  
\*right of way south of tract M needs repair.

## ISSUE DETAILS

13 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

1329 Tupelo Trl, Haines City, FL 33844, USA

latitude: 28.1147778 altitude: 8.9

longitude: -81.5741224 [ [viewMap](#) ]**Action Item Picture****Action Item Description**Completed: Item 14of14 from previous report 7/19  
\*Sod was in installed to fill Gap in tract M

## ISSUE DETAILS

14 OF 16

## Issue Details

**Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

621 Silver Palm Dr, Haines City, FL 33844, USA

latitude: 28.1205101 altitude: 3.9

longitude: -81.5725981 [ [viewMap](#) ]**Action Item Picture**

**Action Item Description**

Tract D - damage to existing sod beside lot 28.

Action Requested: Add sod to bank to stabilize.

**ISSUE DETAILS****15 OF 16****Issue Details****Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

597 Silver Palm Dr, Haines City, FL 33844, USA

latitude: 28.1196876 altitude: 4.1

longitude: -81.5725114 [ [viewMap](#) ]

**Action Item Picture****Action Item Description**

Tract D - Damaged drain grate.

Action requested: Replace the damaged skimmer grate that has hole.

**ISSUE DETAILS****16 OF 16****Issue Details****Date / Time**

Oct 17, 2022 5:30:00 PM EDT

**GeoLocation**

1329 Tupelo Trl, Haines City, FL 33844, USA

latitude: 28.1143304 altitude: 9.3

longitude: -81.574218 [ [viewMap](#) ]

**Action Item Picture**

Action Item Description	Washout under sidewalk tract M near entrance sign.
	Action requested: repair washout and add sod.

## SECTION V



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

Jennifer Kilinski, Esq.  
**KE Law Group, PLLC**  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of the \_\_\_\_ day of September, 2022, by and between **KRPC East Johnson, LLC**, a Florida limited liability company, whose address is 121 Garfield Avenue, Winter Park, Florida 32789, hereinafter called the "Grantor," to **Cypress Park Estates Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is 219 E. Livingston Street, Orlando, Florida 32801, hereinafter called the "Grantee."

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

#### **W I T N E S S E T H:**

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee's successors and assigns, forever, the land lying and being in the County of Polk, State of Florida, as more particularly described below ("**Property**"):

**Tracts A, B, G, H, I, J, M and N (Buffer Area, Open Space, Wall, Landscape/Sign Area), Tracts C, D, E, K, L and O (Open Space, Drainage, Drainage Retention), and internal streets, roads and rights of way as identified on the plat titled, Cypress Park Estates Phase 1, and recorded in Plat Book 187, Page 2, et seq., of the Official Records of Polk County, Florida.**

SUBJECT, HOWEVER, to the following encumbrances and restrictions: (i) all applicable governmental regulations; and (ii) all matters, restrictions, easements, limitations, reservations and covenants of record, if any, but this reference shall not operate to re-impose same;

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining;

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property, subject to the foregoing encumbrances and restrictions,

and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

Grantor further warrants that it has, and will in the future, fully comply with the provisions of Section 196.295, *Florida Statutes* (2016), in relation to this transfer of title.

### **GRANT OF EASEMENTS**

AND FURTHER WITNESS THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights which the Grantor has, if any, as more particularly described below (“Easements”):

**Those certain Private Drainage Easements, Utility Easements, Public Flowage Easements, and Public Maintenance and Access Easements (together, “Easement Areas”), as identified on the plat entitled Cypress Park Estates Phase 1, and recorded in Plat Book 187, Page 2, et seq., of the Official Records of Polk County, Florida; and, with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing utilities, stormwater, landscaping, irrigation, wetland and/or other District improvements that comprise the District’s capital improvement plan.**

**The rights of ingress and egress over, across, upon, and through Tracts A, B, G, H, I, J, M and N (Buffer Area, Open Space, Wall, Landscape/Sign Area), Tracts C, D, E, K, L and O (Open Space, Drainage, Drainage Retention), and internal streets, roads and rights of way as identified on the plat titled, Cypress Park Estates Phase 1, and recorded in Plat Book 187, Page 2, et seq., of the Official Records of Polk County, Florida.**

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

### **RESERVATION OF EASEMENTS**

Grantor hereby reserves unto itself and its successors and assigns, and, to the extent required, Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping and related aesthetic features, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property including,

but not limited to, sidewalks, trails and related features; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

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

**WITNESSES:**

**KRPC EAST JOHNSON, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of KRPC East Johnson, LLC, a Florida limited liability company, on behalf of the company.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

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

## **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that KRPC East Johnson, LLC, a Florida limited liability company, (“**SELLER**”) for good and valuable consideration paid by Cypress Park Estates Community Development District, a unit of special purpose local government located in Polk County, Florida (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred conveyed and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the following (“**IMPROVEMENTS**”):

**Tracts A, B, G, H, I, J, M and N (Buffer Area, Open Space, Wall, Landscape/Sign Area), Tracts C, D, E, K, L and O (Open Space, Drainage, Drainage Retention), and internal streets, roads and rights of way as identified on the plat titled, Cypress Park Estates Phase 1, and recorded in Plat Book 187, Page 2, et seq., of the Official Records of Polk County, Florida.**

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the IMPROVEMENTS, (ii) the IMPROVEMENTS is free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the IMPROVEMENTS, and (v) the SELLER will warrant and defend the sale of the IMPROVEMENTS hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whosoever.

SELLER represents that, without independent investigation, it has no knowledge of any defects in the IMPROVEMENTS, and hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused any defects. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the creation of the IMPROVEMENTS.

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

[Signatures on following page]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_\_ day of September 2022.

Signed, sealed and delivered by:

**WITNESSES**

**KRPC East Johnson, LLC**  
**A Florida limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of September, 2022, before me by means of [ ] physical presence or [ ] online notarization appeared \_\_\_\_\_, who acting on behalf of KRPC East Johnson, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and [ ] did or [ ] did not take an oath.

(NOTARIAL SEAL)

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

## DISTRICT ENGINEER'S CERTIFICATE

September \_\_, 2022

Re: Cypress Park Estates Community Development District (Haines City, Florida)  
Acquisition of Improvements

Ladies and Gentlemen:

The undersigned, a representative of Gadd and Associates, LLC, ("**District Engineer**"), as District Engineer for Cypress Park Estates Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from KRPC East Johnson, LLC ("**Developer**") of certain improvements ("**Improvements**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Improvements are each within the scope of the District's capital improvement plan as set forth in the *Engineer's Report for Capital Improvements*, dated December 11, 2019 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Improvements, and each is fit for its intended use and is consistent with the plans, specifications and other requirements for each category of acquisition contemplated herein. Said Improvements conform to the plans, permits and specifications and there are no patent or latent defects of which I am aware.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

[CONTINUED ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Florida Registration No. \_\_\_\_\_  
District Engineer

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of September, 2022, by \_\_\_\_\_, as District Engineer to the District and a professional engineer employed by Gadd and Associates, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☐ take the oath.

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

## SECTION VI





# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

October 14, 2022

Board of Supervisors  
Cypress Park Estates Community Development District  
219 East Livingston Street  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Cypress Park Estates Community Development District, City of Haines City, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cypress Park Estates Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.**

Our fee for these services will not exceed \$7,000 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Cypress Park Estates Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



---

Antonio J. Grau

**RESPONSE:**

This letter correctly sets forth the understanding of Cypress Park Estates Community Development District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

## SECTION VII

**CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this 1<sup>st</sup> day of October 2022, by and between:

**Cypress Park Estates Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Haines City, Florida (“**District**”), and

**KRPC East Johnson, LLC**, a Florida limited liability company and a landowner in the District (“**Developer**”) with an address of 121 Garfield Avenue, Winter Park, Florida 32789.

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and/or is developing the majority of all real property within the District, described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023 Budget**”); and

**WHEREAS**, this Fiscal Year 2022/2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2022/2023 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.



3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **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.

6. **ASSIGNMENT.** 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.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** 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. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

Attest:

**Cypress Park Estates Community  
Development District**

Jill Burns  
Secretary/Assistant Secretary

Scott Shapiro  
By: Scott Shapiro  
Its: Chairman

**KRPC East Johnson, LLC,  
a Florida limited liability company**

Jill Burns  
Witness

McKinzie Terrill  
By: McKinzie Terrill  
Its: Manager

**EXHIBIT A:** Property Description

**EXHIBIT B:** Fiscal Year 2022/2023 Budget

## **Exhibit A**

## EXHIBIT 2 – Legal Description

### LEGAL DESCRIPTION

#### Crooked Ranch

A portion of the Southwest 1/4 of Section 24, Township 27 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of said Section 24; thence North 00°09'36" East along the west line of said Section 24, a distance of 40.00 feet to a point on the northerly right-of-way line of County Road S-580 (Johnson Avenue) per Florida Department of Transportation right-of-way map section number 16840-2601 and the Point of Beginning; thence North 89°45'02" East along the said northerly right-of-way line, 659.37 feet to the east line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 24; thence departing the said northerly right-of-way line North 00°07'25" East along said east line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24, a distance of 1266.64 feet to the north line of said West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24; thence South 89°51'27" West along said north line of said West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24, a distance of 658.56 feet to aforesaid west line said Section 24; thence South 00°09'36" West along said west line of Section 24, a distance of 1267.87 feet to the Point of Beginning.

Parcel containing 19.17 acres, more or less.

#### Wheeler Tract

A portion of the Southwest 1/4 of Section 23 and the Southwest 1/4 of Section 24 all being in, Township 27 South, Range 27 East, Polk County, Florida, being described as follows:

Begin at the northwest corner of the Southeast 1/4 of said Section 23; thence South 90°00'00" East along the north line of the Southeast 1/4 of said Section 23, a distance of 232.51 feet to the southerly maintained right-of-way line of Baker Dairy Road as shown in County Map Book 18, Pages 6-21; thence along the said southerly right-of-way line the following three (3) courses and distances: (1) South 88°42'12" East, 62.50 feet; (2) North 89°44'58" East, 303.66 feet; (3) North 88°15'07" East, 2.82 feet to said north line of the Southeast 1/4 of Section 23; thence departing the said southerly right-of-way line South 90°00'00" East along said north line of the Southeast 1/4 of Section 23, a distance of 2057.58 feet to the northwest corner of the Southwest 1/4 of said Section 24; thence North 89°53'06" East along the north line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24, a distance of 657.73 feet to the east line of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24; thence South 00°07'25" West along the said east line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4, a distance of 1307.55 feet to the northwest corner of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 24; thence North 89°51'27" East along the north line of said East 1/2 of the Southwest 1/4 of the Southwest 1/4, a distance of 658.56 feet to the east line of the Southwest 1/4 of the Southwest 1/4 of said Section 24; thence South 00°05'15" West along the said east line of the Southwest 1/4 of the Southwest 1/4, a distance of 1265.40 feet to the northerly right-of-way line of County Road S-580 (Johnson Avenue) per Florida Department of Transportation right-of-way map section number 16840-2601; thence South 89°45'02" West along the said northerly right-of-way line, 659.37 feet to the west line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 24; thence North 00°07'25" East along the said west line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4, a distance of 1266.64 feet to the said northwest corner of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 24; thence South 89°51'27" West along the north line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 24; a distance of 658.56 feet to the west line said Section 24; thence South 00°09'36" West along said west line of Section 24, a distance of 1267.87 feet said northerly right-of-way line; thence along said northerly right-of-way line South 89°45'43" West, 662.57 feet to the west line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 23; thence North 00°06'39" East along the said west line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4, a distance of 1269.23 feet to the south line of the North 1/2 of the Southeast 1/4 of said Section 23; thence South 89°52'49" West along the said south line of the North 1/2 of the Southeast 1/4, a distance of 1990.94 feet to the west line of the Northwest 1/4 of the Southeast 1/4 of said Section 23; thence North 00°02'08" West along the said west line of the Northwest 1/4 of the Southeast 1/4, a distance of 1313.42 feet to the Point of Beginning.



**GADD  
& ASSOCIATES**  
CIVIL ENGINEERING & CONSULTING  
1925 US HWY 98 S, SUITE 201  
LAKE LAND, FL 33801  
PHONE (863) 940-9979  
Certificate of Authorization #30194  
www.GaddCivil.com

CYPRESS PARK ESTATES

HAINES CITY, FL

LEGAL DESCRIPTION EXHIBIT 2

**Exhibit B**

[Add FY 2022/2023 budget]

***Cypress Park Estates***  
***Community Development District***

***Adopted Budget***  
***FY 2023***



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**Cypress Park Estates**  
**Community Development District**  
**Adopted Budget**  
**General Fund**

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Adopted Budget FY2023
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**Revenues**

Assessments - On Roll	\$ 265,500	\$ -	\$ -	\$ -	\$ 337,451
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ 13,811
Assessments - Lot Closings	\$ -	\$ 262,500	\$ -	\$ 262,500	\$ -
Developer Contributions Unplatted	\$ 58,945	\$ 9,105	\$ -	\$ 9,105	\$ 107,683
<b>Total Revenues</b>	<b>\$ 324,445</b>	<b>\$ 271,605</b>	<b>\$ -</b>	<b>\$ 271,605</b>	<b>\$ 458,945</b>

**Expenditures**

**Administrative**

Supervisor Fees	\$ 10,000	\$ 2,200	\$ 2,000	\$ 4,200	\$ 10,000
Engineer Fees	\$ 10,000	\$ 3,330	\$ 1,667	\$ 4,996	\$ 10,000
Attorney Fees	\$ 25,000	\$ 13,437	\$ 4,167	\$ 17,604	\$ 25,000
Annual Audit	\$ 4,500	\$ 4,900	\$ -	\$ 4,900	\$ 6,000
Assessment Adminstration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Dissemination	\$ 6,000	\$ 5,083	\$ 1,000	\$ 6,083	\$ 8,000
Arbitrage	\$ 1,000	\$ 900	\$ -	\$ 900	\$ 1,800
Trustee Fees	\$ 5,000	\$ 8,081	\$ -	\$ 8,081	\$ 16,160
Management Fees	\$ 36,050	\$ 30,042	\$ 6,008	\$ 36,050	\$ 37,853
Information Technology	\$ 1,800	\$ 1,500	\$ 300	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 1,000	\$ 200	\$ 1,200	\$ 1,200
Telephone	\$ 150	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 500	\$ 302	\$ 83	\$ 385	\$ 500
Insurance	\$ 5,500	\$ 5,175	\$ -	\$ 5,175	\$ 5,822
Copies	\$ 350	\$ 21	\$ 58	\$ 79	\$ 350
Legal Advertising	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ 10,000
Other Current Charges	\$ 2,000	\$ 400	\$ 333	\$ 734	\$ 2,700
Office Supplies	\$ 350	\$ 14	\$ 58	\$ 73	\$ 350
Travel Per Diem	\$ 550	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total Administrative</b>	<b>\$ 125,125</b>	<b>\$ 81,561</b>	<b>\$ 17,542</b>	<b>\$ 99,102</b>	<b>\$ 142,710</b>



**Cypress Park Estates**  
**Community Development District**  
**Adopted Budget**  
**General Fund**

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Adopted Budget FY2023
<u>Operations &amp; Maintenance</u>					
<u>Field Expenditures</u>					
Property Insurance	\$ 5,000	\$ 345	\$ 833	\$ 1,178	\$ 5,000
Field Management	\$ 15,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 15,750
Landscape Maintenance	\$ 40,000	\$ 11,835	\$ 9,135	\$ 20,970	\$ 80,000
Landscape Replacement	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 15,000
Lake Maintenance	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ -
Streetlights	\$ 12,600	\$ 5,133	\$ 3,160	\$ 8,293	\$ 16,764
Electric	\$ 5,000	\$ 763	\$ 200	\$ 963	\$ 6,600
Water & Sewer	\$ 5,000	\$ 33,526	\$ 16,510	\$ 50,036	\$ 25,185
Sidewalk & Asphalt Maintenance	\$ 500	\$ -	\$ 83	\$ 83	\$ 2,500
Irrigation Repairs	\$ 2,500	\$ 214	\$ 417	\$ 631	\$ 7,500
General Repairs & Maintenance	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 15,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 7,500
<b>Subtotal Field Expenditures</b>	<b>\$ 110,600</b>	<b>\$ 54,317</b>	<b>\$ 37,005</b>	<b>\$ 91,322</b>	<b>\$ 196,799</b>
<u>Amenity Expenditures</u>					
Amenity - Electric	\$ 14,400	\$ 1,862	\$ 2,700	\$ 4,562	\$ 12,540
Amenity - Water	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 3,696
Playground Lease	\$ 14,000	\$ 4,455	\$ 2,116	\$ 6,571	\$ 23,500
Internet	\$ 3,000	\$ -	\$ 500	\$ 500	\$ 2,500
Pest Control	\$ 720	\$ -	\$ 120	\$ 120	\$ 600
Janitorial Service	\$ 5,400	\$ -	\$ 900	\$ 900	\$ 6,600
Security Services	\$ 15,000	\$ -	\$ 2,500	\$ 2,500	\$ 34,000
Pool Maintenance	\$ 16,200	\$ 2,280	\$ 2,700	\$ 4,980	\$ 18,000
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Amenity Repairs & Maintenance	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 5,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 3,000
<b>Subtotal Amenity Expenditures</b>	<b>\$ 83,720</b>	<b>\$ 8,597</b>	<b>\$ 14,036</b>	<b>\$ 22,633</b>	<b>\$ 114,436</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 194,320</b>	<b>\$ 62,914</b>	<b>\$ 51,041</b>	<b>\$ 113,955</b>	<b>\$ 311,235</b>
<u>Other Expenses</u>					
Capital Reserves	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
<b>Total Other Expenditures</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Total Expenditures</b>	<b>\$ 324,445</b>	<b>\$ 144,474</b>	<b>\$ 73,583</b>	<b>\$ 218,057</b>	<b>\$ 458,945</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 127,131</b>	<b>\$ (73,583)</b>	<b>\$ 53,549</b>	<b>\$ -</b>

Net Assessments	\$ 337,451
Add: Discounts & Collections 7%	\$25,400
Gross Assessments	<u>\$362,850</u>

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	354.00	354.00	1.00	\$337,451	\$953	\$1,025
		354.00		<b>\$337,451</b>		

# **Cypress Park Estates Community Development District General Fund Budget**

## **REVENUES:**

### **Special Assessments**

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

### **Developer Contributions**

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

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## **EXPENDITURES:**

### **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.

#### **Engineer Fees**

The District's engineer Gadd & Associates 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 Fees**

The District's legal counsel KE Law Group, 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. The District is currently contracted with Grau & Associates for these services.

#### **Assessment Administration**

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

#### **Dissemination**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2020 bonds as well as one other anticipated bond issuance. Governmental Management Services-Central Florida, LLC, provides these services.

# **Cypress Park Estates Community Development District General Fund Budget**

## **Arbitrage**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds as well as one other anticipated bond issuance.

## **Trustee Fees**

The District will incur trustee related costs with the issuance of its' issued bonds.

## **Management Fees**

The District receives 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 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. Governmental Management Services-Central Florida, LLC, provides these services.

## **Website Maintenance**

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

## **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 coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

## **Copies**

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes etc.

## **Legal Advertising**

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

# **Cypress Park Estates Community Development District General Fund Budget**

## **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 Economic Opportunity for \$175. This is the only expense under this category for the District.

## **Operations & Maintenance:**

### **Field Expenditures**

#### **Property Insurance**

The District's property insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

#### **Field Management**

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails. Governmental Management Services-Central Florida, LLC, provides these services.

#### **Landscape Maintenance**

The District has contracts with Cardinal Landscaping to provide landscaping services throughout the District. These services include mowing, edging, trimming, cleanup, detailing and pruning as well as maintenance of the irrigation systems.

#### **Landscape Replacement**

Represents the estimated cost of replacing landscaping within the common areas of the District.

#### **Streetlights**

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

# **Cypress Park Estates Community Development District General Fund Budget**

## *Electric*

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

## *Water & Sewer*

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

## *Sidewalk & Asphalt Maintenance*

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

## *Irrigation Repairs*

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

## *General Repairs & Maintenance*

Represents estimated costs for general repairs and maintenance of the District's common areas. These can include pressure washing, and repairs to fences, monuments, lighting, and other assets

## *Contingency*

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

## **Amenity Expenditures**

### *Amenity - Electric*

Represents estimated electric charges for the District's amenity facilities.

### *Amenity – Water*

Represents estimated water charges for the District's amenity facilities.

### *Playground Lease*

Represents estimated cost of leasing agreement for playgrounds to be installed in the community.

### *Internet*

Internet service will be added for use at the Amenity Facilities.

# **Cypress Park Estates Community Development District General Fund Budget**

## *Pest Control*

The District will incur costs for pest control treatments to its amenity facilities.

## *Janitorial Services*

Represents the estimated costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities.

## *Security Services*

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

## *Pool Maintenance*

Represents the costs of regular cleaning and treatments of the District's pool.

## *Amenity Repairs & Maintenance*

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

## *Contingency*

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

## *Other Expenditures:*

## *Capital Reserves*

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

# Cypress Park Estates

## Community Development District

### Adopted Budget Debt Service Fund Series 2020 A-1

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Adopted Budget FY2023
<b>Revenues</b>					
Special Assessments - 2020 A1	\$ 442,500	\$ -	\$ 5,000	\$ 5,000	\$ 442,500
Assessment - Lot Closing	\$ -	\$ 437,500	\$ -	\$ 437,500	\$ -
Interest Income	\$ -	\$ 513	\$ -	\$ 513	\$ -
Carry Forward Surplus	\$ 146,830	\$ 146,780	\$ -	\$ 146,780	\$ 147,086
<b>Total Revenues</b>	<b>\$ 589,330</b>	<b>\$ 584,793</b>	<b>\$ 5,000</b>	<b>\$ 589,793</b>	<b>\$ 589,586</b>
<b>Expenditures</b>					
<b>Series 2020A-1</b>					
Interest - 11/1	\$ 146,353	\$ 146,353	\$ -	\$ 146,353	\$ 144,384
Principal - 5/1	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 155,000
Interest - 5/1	\$ 146,353	\$ 146,353	\$ -	\$ 146,353	\$ 144,384
<b>Total Expenditures</b>	<b>\$ 442,706</b>	<b>\$ 442,706</b>	<b>\$ -</b>	<b>\$ 442,706</b>	<b>\$ 443,769</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 146,624</b>	<b>\$ 142,086</b>	<b>\$ 5,000</b>	<b>\$ 147,086</b>	<b>\$ 145,818</b>

\*Carry forward less amount in Reserve funds.

<b>Series 2020 A-1</b>	
Principal - 11/1/23	\$142,350
<b>Total</b>	<b>\$142,350</b>

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family Phase 1	354	\$442,500	\$1,250	\$1,344
	354	\$442,500		

**Cypress Park Estates**  
**Community Development District**  
**Series 2020 Special Assessment Bonds Area 1**  
**Amortization Schedule**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 7,620,000.00	\$ -	\$ 144,384.38	\$ 440,737.50
05/01/23	\$ 7,620,000.00	\$ 155,000.00	\$ 144,384.38	\$ -
11/01/23	\$ 7,465,000.00	\$ -	\$ 142,350.00	\$ 441,734.38
05/01/24	\$ 7,465,000.00	\$ 155,000.00	\$ 142,350.00	\$ -
11/01/24	\$ 7,310,000.00	\$ -	\$ 140,315.63	\$ 437,665.63
05/01/25	\$ 7,310,000.00	\$ 160,000.00	\$ 140,315.63	\$ -
11/01/25	\$ 7,150,000.00	\$ -	\$ 138,215.63	\$ 438,531.25
05/01/26	\$ 7,150,000.00	\$ 165,000.00	\$ 138,215.63	\$ -
11/01/26	\$ 6,985,000.00	\$ -	\$ 135,534.38	\$ 438,750.00
05/01/27	\$ 6,985,000.00	\$ 170,000.00	\$ 135,534.38	\$ -
11/01/27	\$ 6,815,000.00	\$ -	\$ 132,771.88	\$ 438,306.25
05/01/28	\$ 6,815,000.00	\$ 175,000.00	\$ 132,771.88	\$ -
11/01/28	\$ 6,640,000.00	\$ -	\$ 129,928.13	\$ 437,700.00
05/01/29	\$ 6,640,000.00	\$ 185,000.00	\$ 129,928.13	\$ -
11/01/29	\$ 6,455,000.00	\$ -	\$ 126,921.88	\$ 441,850.00
05/01/30	\$ 6,455,000.00	\$ 190,000.00	\$ 126,921.88	\$ -
11/01/30	\$ 6,265,000.00	\$ -	\$ 123,834.38	\$ 440,756.25
05/01/31	\$ 6,265,000.00	\$ 195,000.00	\$ 123,834.38	\$ -
11/01/31	\$ 6,070,000.00	\$ -	\$ 120,056.25	\$ 438,890.63
05/01/32	\$ 6,070,000.00	\$ 205,000.00	\$ 120,056.25	\$ -
11/01/32	\$ 5,865,000.00	\$ -	\$ 116,084.38	\$ 441,140.63
05/01/33	\$ 5,865,000.00	\$ 210,000.00	\$ 116,084.38	\$ -
11/01/33	\$ 5,655,000.00	\$ -	\$ 112,015.63	\$ 438,100.00
05/01/34	\$ 5,655,000.00	\$ 220,000.00	\$ 112,015.63	\$ -
11/01/34	\$ 5,435,000.00	\$ -	\$ 107,753.13	\$ 439,768.75
05/01/35	\$ 5,435,000.00	\$ 230,000.00	\$ 107,753.13	\$ -
11/01/35	\$ 5,205,000.00	\$ -	\$ 103,296.88	\$ 441,050.00
05/01/36	\$ 5,205,000.00	\$ 240,000.00	\$ 103,296.88	\$ -
11/01/36	\$ 4,965,000.00	\$ -	\$ 98,646.88	\$ 441,943.75
05/01/37	\$ 4,965,000.00	\$ 245,000.00	\$ 98,646.88	\$ -
11/01/37	\$ 4,720,000.00	\$ -	\$ 93,900.00	\$ 437,546.88
05/01/38	\$ 4,720,000.00	\$ 255,000.00	\$ 93,900.00	\$ -
11/01/38	\$ 4,465,000.00	\$ -	\$ 88,959.38	\$ 437,859.38
05/01/39	\$ 4,465,000.00	\$ 265,000.00	\$ 88,959.38	\$ -
11/01/39	\$ 4,200,000.00	\$ -	\$ 83,825.00	\$ 437,784.38
05/01/40	\$ 4,200,000.00	\$ 280,000.00	\$ 83,825.00	\$ -
11/01/40	\$ 3,920,000.00	\$ -	\$ 78,400.00	\$ 442,225.00
05/01/41	\$ 3,920,000.00	\$ 290,000.00	\$ 78,400.00	\$ -
11/01/41	\$ 3,630,000.00	\$ -	\$ 72,600.00	\$ 441,000.00
05/01/42	\$ 3,630,000.00	\$ 300,000.00	\$ 72,600.00	\$ -
11/01/42	\$ 3,330,000.00	\$ -	\$ 66,600.00	\$ 439,200.00
05/01/43	\$ 3,330,000.00	\$ 315,000.00	\$ 66,600.00	\$ -
11/01/43	\$ 3,015,000.00	\$ -	\$ 60,300.00	\$ 441,900.00
05/01/44	\$ 3,015,000.00	\$ 325,000.00	\$ 60,300.00	\$ -
11/01/44	\$ 2,690,000.00	\$ -	\$ 53,800.00	\$ 439,100.00
05/01/45	\$ 2,690,000.00	\$ 340,000.00	\$ 53,800.00	\$ -
11/01/45	\$ 2,350,000.00	\$ -	\$ 47,000.00	\$ 440,800.00
05/01/46	\$ 2,350,000.00	\$ 355,000.00	\$ 47,000.00	\$ -
11/01/46	\$ 1,995,000.00	\$ -	\$ 39,900.00	\$ 441,900.00



**Cypress Park Estates**  
**Community Development District**  
**Series 2020 Special Assessment Bonds Area 1**  
**Amortization Schedule**

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/47	\$	1,995,000.00	\$	365,000.00	\$	39,900.00	\$	-
11/01/47	\$	1,630,000.00	\$	-	\$	32,600.00	\$	437,500.00
05/01/48	\$	1,630,000.00	\$	385,000.00	\$	32,600.00	\$	-
11/01/48	\$	1,245,000.00	\$	-	\$	24,900.00	\$	442,500.00
05/01/49	\$	1,245,000.00	\$	400,000.00	\$	24,900.00	\$	-
11/01/49	\$	845,000.00	\$	-	\$	16,900.00	\$	441,800.00
05/01/50	\$	845,000.00	\$	415,000.00	\$	16,900.00	\$	-
11/1/50	\$	430,000.00	\$	-	\$	8,600.00	\$	440,500.00
5/1/51	\$	430,000.00	\$	430,000.00	\$	8,600.00	\$	438,600.00
			\$	7,620,000.00	\$	5,280,787.50	\$	13,197,140.63

# Cypress Park Estates

## Community Development District

### Adopted Budget Debt Service Fund Series 2020 A-2

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Adopted Budget FY2023
<b>Revenues</b>					
Special Assessments - 2020 A2	\$ 71,156	\$ 44,078	\$ 27,078	\$ 71,156	\$ 71,200
Interest Income	\$ -	\$ 62	\$ -	\$ 62	\$ -
Carry Forward Surplus	\$ 24,092	\$ 24,144	\$ -	\$ 24,144	\$ 27,206
<b>Total Revenues</b>	<b>\$ 95,248</b>	<b>\$ 68,284</b>	<b>\$ 27,078</b>	<b>\$ 95,362</b>	<b>\$ 98,406</b>
<b>Expenditures</b>					
<b>Series 2018A-2</b>					
Interest- 11/1	\$ 24,078	\$ 24,078	\$ -	\$ 24,078	\$ 23,678
Principal - 5/1	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000
Interest - 5/1	\$ 24,078	\$ 24,078	\$ -	\$ 24,078	\$ 23,678
<b>Total Expenditures</b>	<b>\$ 68,156</b>	<b>\$ 68,156</b>	<b>\$ -</b>	<b>\$ 68,156</b>	<b>\$ 67,356</b>
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 27,092</b>	<b>\$ 128</b>	<b>\$ 27,078</b>	<b>\$ 27,206</b>	<b>\$ 31,049</b>

\*Carry forward less amount in Reserve funds.

<b>Series 2020 A-2</b>	
Interest - 11/1/23	<b>\$23,278</b>
<b>Total</b>	<b>\$23,278</b>

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family Phase 2	178	\$71,200	\$400	\$430
	178	\$71,200		

**Cypress Park Estates**  
**Community Development District**  
**Series 2020 Special Assessment Bonds Area 2**  
**Amortization Schedule**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 1,165,000.00	\$ -	\$ 23,678.13	\$ 67,756.25
05/01/23	\$ 1,165,000.00	\$ 20,000.00	\$ 23,678.13	\$ -
11/01/23	\$ 1,145,000.00	\$ -	\$ 23,278.13	\$ 66,956.25
05/01/24	\$ 1,145,000.00	\$ 20,000.00	\$ 23,278.13	\$ -
11/01/24	\$ 1,125,000.00	\$ -	\$ 22,878.13	\$ 66,156.25
05/01/25	\$ 1,125,000.00	\$ 25,000.00	\$ 22,878.13	\$ -
11/01/25	\$ 1,100,000.00	\$ -	\$ 22,378.13	\$ 70,256.25
05/01/26	\$ 1,100,000.00	\$ 25,000.00	\$ 22,378.13	\$ -
11/01/26	\$ 1,075,000.00	\$ -	\$ 21,878.13	\$ 69,256.25
05/01/27	\$ 1,075,000.00	\$ 25,000.00	\$ 21,878.13	\$ -
11/01/27	\$ 1,050,000.00	\$ -	\$ 21,378.13	\$ 68,256.25
05/01/28	\$ 1,050,000.00	\$ 25,000.00	\$ 21,378.13	\$ -
11/01/28	\$ 1,025,000.00	\$ -	\$ 20,878.13	\$ 67,256.25
05/01/29	\$ 1,025,000.00	\$ 30,000.00	\$ 20,878.13	\$ -
11/01/29	\$ 995,000.00	\$ -	\$ 20,278.13	\$ 71,156.25
05/01/30	\$ 995,000.00	\$ 30,000.00	\$ 20,278.13	\$ -
11/01/30	\$ 965,000.00	\$ -	\$ 19,678.13	\$ 69,956.25
05/01/31	\$ 965,000.00	\$ 30,000.00	\$ 19,678.13	\$ -
11/01/31	\$ 935,000.00	\$ -	\$ 19,078.13	\$ 68,756.25
05/01/32	\$ 935,000.00	\$ 30,000.00	\$ 19,078.13	\$ -
11/01/32	\$ 905,000.00	\$ -	\$ 18,478.13	\$ 67,556.25
05/01/33	\$ 905,000.00	\$ 30,000.00	\$ 18,478.13	\$ -
11/01/33	\$ 875,000.00	\$ -	\$ 17,878.13	\$ 66,356.25
05/01/34	\$ 875,000.00	\$ 35,000.00	\$ 17,878.13	\$ -
11/01/34	\$ 840,000.00	\$ -	\$ 17,178.13	\$ 70,056.25
05/01/35	\$ 840,000.00	\$ 35,000.00	\$ 17,178.13	\$ -
11/01/35	\$ 805,000.00	\$ -	\$ 16,478.13	\$ 68,656.25
05/01/36	\$ 805,000.00	\$ 35,000.00	\$ 16,478.13	\$ -
11/01/36	\$ 770,000.00	\$ -	\$ 15,778.13	\$ 67,256.25
05/01/37	\$ 770,000.00	\$ 40,000.00	\$ 15,778.13	\$ -
11/01/37	\$ 730,000.00	\$ -	\$ 14,978.13	\$ 70,756.25
05/01/38	\$ 730,000.00	\$ 40,000.00	\$ 14,978.13	\$ -
11/01/38	\$ 690,000.00	\$ -	\$ 14,178.13	\$ 69,156.25
05/01/39	\$ 690,000.00	\$ 40,000.00	\$ 14,178.13	\$ -
11/01/39	\$ 650,000.00	\$ -	\$ 13,378.13	\$ 67,556.25
05/01/40	\$ 650,000.00	\$ 45,000.00	\$ 13,378.13	\$ -
11/01/40	\$ 605,000.00	\$ -	\$ 12,478.13	\$ 70,856.25
05/01/41	\$ 605,000.00	\$ 45,000.00	\$ 12,478.13	\$ -
11/01/41	\$ 560,000.00	\$ -	\$ 11,550.00	\$ 69,028.13
05/01/42	\$ 560,000.00	\$ 45,000.00	\$ 11,550.00	\$ -
11/01/42	\$ 515,000.00	\$ -	\$ 10,621.88	\$ 67,171.88
05/01/43	\$ 515,000.00	\$ 50,000.00	\$ 10,621.88	\$ -
11/01/43	\$ 465,000.00	\$ -	\$ 9,590.63	\$ 70,212.50
05/01/44	\$ 465,000.00	\$ 50,000.00	\$ 9,590.63	\$ -
11/01/44	\$ 415,000.00	\$ -	\$ 8,559.38	\$ 68,150.00
05/01/45	\$ 415,000.00	\$ 55,000.00	\$ 8,559.38	\$ -
11/01/45	\$ 360,000.00	\$ -	\$ 7,425.00	\$ 70,984.38
05/01/46	\$ 360,000.00	\$ 55,000.00	\$ 7,425.00	\$ -
11/01/46	\$ 305,000.00	\$ -	\$ 6,290.63	\$ 68,715.63

**Cypress Park Estates**  
**Community Development District**  
**Series 2020 Special Assessment Bonds Area 2**  
**Amortization Schedule**

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/47	\$	305,000.00	\$	55,000.00	\$	6,290.63	\$	-
11/01/47	\$	250,000.00	\$	-	\$	5,156.25	\$	66,446.88
05/01/48	\$	250,000.00	\$	60,000.00	\$	5,156.25	\$	-
11/01/48	\$	190,000.00	\$	-	\$	3,918.75	\$	69,075.00
05/01/49	\$	190,000.00	\$	60,000.00	\$	3,918.75	\$	-
11/01/49	\$	130,000.00	\$	-	\$	2,681.25	\$	66,600.00
05/01/50	\$	130,000.00	\$	65,000.00	\$	2,681.25	\$	-
11/1/50	\$	65,000.00	\$	-	\$	1,340.63	\$	69,021.88
5/1/51	\$	65,000.00	\$	65,000.00	\$	1,340.63	\$	66,340.63
				<b>\$ 1,165,000.00</b>	<b>\$</b>	<b>846,637.50</b>	<b>\$</b>	<b>2,055,715.63</b>

# Cypress Park Estates

## Community Development District

### Adopted Budget Debt Service Fund Series 2022

Description	Adopted Budget FY2022	Actuals Thru 7/31/22	Projected Next 2 Months	Projected Thru 9/30/22	Adopted Budget FY2023
<b>Revenues</b>					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 511,731
Interest Income	\$ -	\$ 224	\$ -	\$ 224	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 148,346
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 224</b>	<b>\$ -</b>	<b>\$ 224</b>	<b>\$ 660,077</b>
<b>Expenditures</b>					
<b>Series 2022</b>					
Interest- 11/1	\$ -	\$ -	\$ -	\$ -	\$ 148,122
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 196,044
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 464,166</b>
<b>Other Financing Sources/(Uses)</b>					
Bonds Proceed	\$ -	\$ 659,853	\$ -	\$ 659,853	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ 659,853</b>	<b>\$ -</b>	<b>\$ 659,853</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 660,078</b>	<b>\$ -</b>	<b>\$ 660,078</b>	<b>\$ 195,912</b>

\*Carry forward less amount in Reserve funds.

<b>Series 2022</b>	
Interest - 11/1/23	<b>\$193,419</b>
<b>Total</b>	<b>\$193,419</b>

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - Phase 2	178	\$195,800	\$1,100	\$1,183
Single family - Phase 3	171	\$315,931	\$1,848	\$1,987
	349	\$511,731		

**Cypress Park Estates**  
**Community Development District**  
**Series 2022 Special Assessment Bonds**  
**Amortization Schedule**

DATE		BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$	7,865,000.00	\$ -	\$ 148,121.94	\$ 148,121.94
05/01/23	\$	7,865,000.00	\$ 120,000.00	\$ 196,043.75	
11/01/23	\$	7,745,000.00	\$ -	\$ 193,418.75	\$ 509,462.50
05/01/24	\$	7,745,000.00	\$ 125,000.00	\$ 193,418.75	
11/01/24	\$	7,620,000.00	\$ -	\$ 190,684.38	\$ 509,103.13
05/01/25	\$	7,620,000.00	\$ 130,000.00	\$ 190,684.38	
11/01/25	\$	7,210,000.00	\$ -	\$ 187,840.63	\$ 508,525.00
05/01/26	\$	7,210,000.00	\$ 135,000.00	\$ 187,840.63	
11/01/26	\$	7,210,000.00	\$ -	\$ 184,887.50	\$ 507,728.13
05/01/27	\$	7,210,000.00	\$ 145,000.00	\$ 184,887.50	
11/01/27	\$	7,210,000.00	\$ -	\$ 181,715.63	\$ 511,603.13
05/01/28	\$	7,210,000.00	\$ 150,000.00	\$ 181,715.63	
11/01/28	\$	7,060,000.00	\$ -	\$ 178,153.13	\$ 509,868.75
05/01/29	\$	7,060,000.00	\$ 155,000.00	\$ 178,153.13	
11/01/29	\$	6,905,000.00	\$ -	\$ 174,471.88	\$ 507,625.00
05/01/30	\$	6,905,000.00	\$ 165,000.00	\$ 174,471.88	
11/01/30	\$	6,740,000.00	\$ -	\$ 170,553.13	\$ 510,025.00
05/01/31	\$	6,740,000.00	\$ 170,000.00	\$ 170,553.13	
11/01/31	\$	6,390,000.00	\$ -	\$ 166,515.63	\$ 507,068.75
05/01/32	\$	6,390,000.00	\$ 180,000.00	\$ 166,515.63	
11/01/32	\$	6,390,000.00	\$ -	\$ 162,240.63	\$ 508,756.25
05/01/33	\$	6,390,000.00	\$ 190,000.00	\$ 162,240.63	
11/01/33	\$	6,200,000.00	\$ -	\$ 157,490.63	\$ 509,731.25
05/01/34	\$	6,200,000.00	\$ 200,000.00	\$ 157,490.63	
11/01/34	\$	6,000,000.00	\$ -	\$ 152,490.63	\$ 509,981.25
05/01/35	\$	6,000,000.00	\$ 210,000.00	\$ 152,490.63	
11/01/35	\$	5,790,000.00	\$ -	\$ 147,240.63	\$ 509,731.25
05/01/36	\$	5,790,000.00	\$ 220,000.00	\$ 147,240.63	
11/01/36	\$	5,570,000.00	\$ -	\$ 141,740.63	\$ 508,981.25
05/01/37	\$	5,570,000.00	\$ 230,000.00	\$ 141,740.63	
11/01/37	\$	5,340,000.00	\$ -	\$ 135,990.63	\$ 507,731.25
05/01/38	\$	5,340,000.00	\$ 245,000.00	\$ 135,990.63	
11/01/38	\$	5,095,000.00	\$ -	\$ 129,865.63	\$ 510,856.25
05/01/39	\$	5,095,000.00	\$ 255,000.00	\$ 129,865.63	
11/01/39	\$	4,840,000.00	\$ -	\$ 123,490.63	\$ 508,356.25
05/01/40	\$	4,840,000.00	\$ 270,000.00	\$ 123,490.63	
11/01/40	\$	4,570,000.00	\$ -	\$ 116,740.63	\$ 510,231.25
05/01/41	\$	4,570,000.00	\$ 285,000.00	\$ 116,740.63	
11/01/41	\$	3,985,000.00	\$ -	\$ 109,615.63	\$ 511,356.25
05/01/42	\$	3,985,000.00	\$ 300,000.00	\$ 109,615.63	
11/01/42	\$	3,985,000.00	\$ -	\$ 102,115.63	\$ 511,731.25
05/01/43	\$	3,985,000.00	\$ 315,000.00	\$ 102,115.63	
11/01/43	\$	3,670,000.00	\$ -	\$ 94,043.75	\$ 511,159.38
05/01/44	\$	3,670,000.00	\$ 330,000.00	\$ 94,043.75	
11/01/44	\$	3,340,000.00	\$ -	\$ 85,587.50	\$ 509,631.25
05/01/45	\$	3,340,000.00	\$ 345,000.00	\$ 85,587.50	
11/01/45	\$	2,995,000.00	\$ -	\$ 76,746.88	\$ 507,334.38
05/01/46	\$	2,995,000.00	\$ 365,000.00	\$ 76,746.88	
11/01/46	\$	2,630,000.00	\$ -	\$ 67,393.75	\$ 509,140.63
05/01/47	\$	2,630,000.00	\$ 385,000.00	\$ 67,393.75	
11/01/47	\$	2,245,000.00	\$ -	\$ 57,528.13	\$ 509,921.88

**Cypress Park Estates**  
**Community Development District**  
**Series 2022 Special Assessment Bonds**  
**Amortization Schedule**

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
05/01/48	\$	2,245,000.00	\$	405,000.00	\$	57,528.13		
11/01/48	\$	1,840,000.00	\$	-	\$	47,150.00	\$	509,678.13
05/01/49	\$	1,840,000.00	\$	425,000.00	\$	47,150.00		
11/01/49	\$	1,415,000.00	\$	-	\$	36,259.38	\$	508,409.38
05/01/50	\$	1,415,000.00	\$	450,000.00	\$	36,259.38	\$	-
11/01/50	\$	965,000.00	\$	-	\$	24,728.13	\$	510,987.50
05/01/51	\$	965,000.00	\$	470,000.00	\$	24,728.13	\$	-
11/01/51	\$	495,000.00	\$	-	\$	12,684.38	\$	507,412.50
05/01/52	\$	495,000.00	\$	495,000.00	\$	12,684.38	\$	507,684.38
				<b>\$ 7,865,000.00</b>	<b>\$</b>	<b>7,562,934.44</b>	<b>\$</b>	<b>15,427,934.44</b>

## SECTION VIII



Lease No.: 24812

Lessee: Cypress Park Estates Community Development District

**LESSEE'S INSTRUCTIONS**  
**Required For Municipal Lease Transactions**

In order to complete the lease transaction described above, the Lessee must complete, sign and return each of the documents identified and must attach each of the documents identified as documents to be provided by Lessee. Lessee must INITIAL ANY CHANGE ADDITION OR DELETION in any of the documents.

**DOCUMENTS PROVIDED BY LESSOR THAT MUST BE COMPLETED, SIGNED AND RETURNED BY LESSEE:**

- ☐ Muni Lease **AGREEMENT**: Needs to be signed by duly authorized employee of Lessee designated in the Incumbency Certificate. In the following instructions, this form is termed the "Agreement".
- ☐ ACCEPTANCE CERTIFICATE: To be signed by highest ranking official at Equipment location and attested to by the person signing the Agreement for Lessee (**TWO SIGNATURES ARE REQUIRED**). Date when Equipment is accepted must be inserted by Lessee.
- ☐ INCUMBENCY CERTIFICATE: Certificate identifying the person signing the Agreement for Lessee and verifying that person's authority to be the signer of Agreement and any other documents to be executed in connection therewith (**TWO SIGNATURES ARE REQUIRED**).
- ☐ DEPARTMENT OF THE TREASURY: IRS Form 8038-GC is required to qualify this Agreement as a tax-exempt transaction. Requires Federal ID (nine-digit number with NO LETTERS). This is not a sales tax exemption number and is only required on transactions involving interest that qualifies as income tax exempt.

**DOCUMENTS THAT MUST BE PROVIDED BY LESSEE:**

- ☐ PURCHASE ORDER: Issued to Vendor. (Sample Purchase Order enclosed) **MUST** be written by Lessee, specifying total term of the Agreement (e.g., such as 36 months at \$126.00). ( PREVIOUSLY PROVIDED)
- ☐ BID/BID RESPONSE/AWARD(S): Documents upon which this quote and documentation has been generated.
- ☐ INSURANCE CERTIFICATE: As required by the Agreement, please provide a Certificate of Insurance (Acord Form 27 or equivalent), naming Lessor as **LOSS PAYEE**, or letter evidencing self-insurance (if approved by Lessor).
- ☐ FINANCIAL STATEMENTS: As required by the Agreement, please provide: last two (2) years of Balance Sheets and Profit & Loss Statements ( PREVIOUSLY PROVIDED)

**Upon execution of these documents, please make copies for your records and forward all of the ORIGINAL documents to Government Leasing, LLC at:**

**Via express courier:**

**Government Leasing, LLC  
830 Tenderfoot Hill Rd. Ste 301  
Colorado Springs, CO 80906**

## MUNICIPAL LEASE AND OPTION AGREEMENT

Agreement No. 24812

**LESSOR:**

Government Leasing, LLC  
830 Tenderfoot Hill Rd., Ste 301  
Colorado Springs, CO 80906  
800-822-8070

**VENDOR:**

Legacy Construction Services Group, Inc.  
8490 Cabin Hill Rd  
Fairfield, NJ07004

**LESSEE:**

Cypress Park Estates Community Development District  
219 East Livingston  
Orlando, FL 32801  
Scott Shapiro, Chairperson of CDD  
770-378-9695

**NOTE:** This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099)  
(See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)

### EQUIPMENT DESCRIPTION

**Play Equipment – PKP023N-Hoosier Nest, PSW110WS-1 Bay, 1 Cantilever – Frame w/Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package.  
Custom Multi Sail Shade Design for Pool.**

**Equipment is new unless otherwise noted. See Acceptance Certificate for Equipment Location.**

**Lessor assumes and shall have no responsibility for performance or maintenance of Equipment.** Equipment is to be insured by Lessee. **VENDOR IS NOT AN AGENT OF LESSOR** and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies **ARE NOT** included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.

### EQUIPMENT COST – TERM – PAYMENTS

<b>Lease Term:</b>	60 monthly
<b>Lease Payments:</b>	60 total payments of \$858.00, payable as follows: \$858.00 due 30 days after written acceptance, and monthly thereafter on the same day until expiration of the full Lease Term.
<b>Total Amount Financed:</b>	\$42,150.14 - includes no taxes, any and all additional taxes will be the sole responsibility of Lessee.
<b>PURCHASE OPTION AMOUNT:</b>	\$1.00 after timely making all Lease Payments.
<b>STATE OF LESSEE</b>	Florida

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.**

### TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment for the following purposes and upon the following terms and conditions:

#### ARTICLE I: COVENANTS OF LESSEE.

**Section 1.01. Lessee Covenants.** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State named above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (b) Lessee has been duly authorized to execute, deliver and perform this Agreement in accordance with the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.
- (c) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- (d) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Payments throughout the entire Lease Term. The Equipment described above is not being leased on any type of a trial or rental basis.
- (e) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- (f) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- (g) The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- (h) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 1\*Total\_Number\_of\_Payments» thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Payments from gross income for the purposes of U.S. federal income taxation.
- (i) Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the

date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 171 Total Number of Payments of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

(j) N/A

(k) Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]

#### ARTICLE II: DEFINITIONS.

**Section 2.01. Defined Terms.** The following terms will have the meanings indicated below unless otherwise defined in the Agreement or the context clearly requires otherwise:

- (a) **"Agreement"** means this Municipal Lease and Option Agreement.
- (b) **"Lease Term"** means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement
- (c) **"Lessor"** means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
- (d) **"Buy-out After Payment Amount"** means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.
- (e) **"Renewal Term(s)"** means the automatic renewal periods of this Agreement, each having duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Payments shall be as provided in the attached Payment Schedule.
- (f) **"UCC"** means the Uniform Commercial Code as presently adopted in the State of Colorado.
- (g) **"Vendor"** means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

#### ARTICLE III: LEASE TERM.

**Section 3.01. Lease Term.** The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year, provided this Agreement shall automatically renew for successive Renewal Terms for the duration of the Lease Term at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

#### ARTICLE IV: INSPECTION.

**Section 4.01 Inspection.** Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment and all related records.

#### ARTICLE V: PAYMENTS.

**Section 5.01. Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that for purposes of any applicable Constitutional or statutory limitations the obligation of Lessee to pay Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any such limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 5.02 Payments.** Lessee shall pay Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement without invoice or other written demand. A portion of each Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

**Section 5.03 Payments to be Unconditional.** Subject to Section 5.05, the obligation of Lessee to make payment of all Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

**Section 5.04 Continuation of Lease Term by Lessee.** Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

**Section 5.05 Non-appropriation.** In the event sufficient funds shall not be appropriated for the payment of the Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment. Lessee shall complete such delivery on or before the last day of the then current Original Term or Renewal Term.

#### ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

**Section 6.01 Title to the Equipment.** During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor, its successors and assigns (and any designee) as Lessee's true and lawful attorney (and agent-in-fact) with power of substitution, at such time of default or non-appropriation or times thereafter as Lessor in its discretion may determine, in Lessee's name, to endorse the name of Lessee upon a Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment to vest title in Lessor, its successors or assigns and transfer possession to Lessor.

**Section 6.02 Security Interest.** To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, improvements, accessions and substitutions thereto, all rentals, accounts, chattel paper arising therefrom and on any proceeds (including insurance proceeds) of any of the foregoing. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

#### ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

**Section 7.01 Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. Unless otherwise agreed by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

**Section 7.02 Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

**Section 7.03 Insurance.** At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, in such amounts and with such insurers as Lessor may determine but in no event less than an amount sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and lender loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation, change, modification or expiration. All such insurance shall be with insurers and in amounts as otherwise acceptable to Lessor. Lessee shall also notify Lessor of any insurance claims regarding the Equipment

#### ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

**Section 8.01 Damage, Destruction and Condemnation.** Lessee is responsible for the entire risk of loss, theft, destruction, or damage (including any condemnation, seizure or requisition of title, use or governmental taking) to the Equipment from any cause whatsoever, whether insured or not (collectively a "Loss"). No Loss shall relieve Lessee from making any Payment and Lessee shall continue to satisfy all its obligations hereunder. If prior to the termination of the Lease Term and the satisfaction by Lessee's of all Lessee's obligations under this Agreement, the Equipment or any portion thereof is subject to a Loss that results in five hundred dollars (\$500) or more of damage or is subject to any other Loss, Lessee shall immediately, notify Lessor of the circumstances and extent of the Loss and shall pay to Lessor in immediately available funds the Buy-Out After Payment Amount in accordance with Section 8.02 below. Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to such Lessee's obligations pursuant to Section 8.02.

**Section 8.02 Application of Net Proceeds.** Lessee shall, pay to Lessor on the Payment due date next succeeding the date of such Loss, the amount of the Buy-Out after Payment Amount applicable to such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

#### ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

**Section 9.01 Disclaimer of Warranties.** LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED "AS IS", "WHERE IS", "AND WITH ALL FAULTS", AND THAT LESSOR MAKES NO AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER AND LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR THE VENDOR'S AGENT AND NO SUCH PERSON IS LESSOR'S AGENT FOR ANY PURPOSE. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN OR FAILURES IN THE OPERATION THEREOF OR FOR ANY INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR.. LESSEE HAS MADE THE SELECTION OF EACH ITEM OF EQUIPMENT BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties, representations or covenants of the Equipment, which Lessor may have against the Vendor of the Equipment but any action taken by Lessee by reason of such assignment shall be at Lessee's sole expense and shall be consistent with Lessee's obligations under this Agreement. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

**Section 9.03 Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or user manual or in a manner contrary to that contemplated by this Agreement and shall use the Equipment in a business, prudent like manner for its originally intended purpose only. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years. Without the written consent of Lessor, Lessee shall only keep the Equipment at the address shown above.

#### ARTICLE X: EARLY OPTION TO PURCHASE.

**Section 10.01 Early Purchase Option.** Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any Payment due date for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

#### ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

**Section 11.01 Assignment by Lessor.** This Agreement, and the right to receive the Payments and amounts to be made hereunder but none of Lessor's obligations, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment, including the name and address of the assignee, and upon receipt of such notice Lessee agrees to make all Payments and other amounts to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

**Section 11.02 No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 11.03 Additional Covenants.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims, suits and damages whatsoever, regardless of cause thereof (except for such liability, obligation, loss, claim or damage directly caused by the gross negligence or willful misconduct of Lessor), and expenses in connection therewith, including, without limitation, reasonable counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

#### ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

**Section 12.01 Events of Default Defined.** The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed not described in Sections 12.01 A, C, D or E if such failure is not fully remedied within thirty (30) days after Lessor's written notice to Lessee, provided, however, if the failure stated in the notice cannot be corrected within the applicable time period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement, the failure by Lessee to provide insurance as required by this Agreement, the failure of Lessee to observe and perform the conditions specified under Sections 9.03 or 11.02 or the failure to return the Equipment immediately as specified in Section 13.10 and this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

**Section 12.02 Remedies on Default.** Upon the occurrence of an event of default, Lessor shall have the right, at its discretion without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due, provided that such amounts shall be immediately due and payable upon an event of default specified under section 12.01(D) and (E) above;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment in a commercially reasonable manner at public or private sale, in bulk or in parcels, whether the Equipment is present at such sale, with or without repairing the Equipment, and with or without notice except to the extent required by applicable law, and if notice is required by the applicable law such requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made with the net proceeds thereof to be applied as provided herein (provided that any action unless otherwise specifically stated in writing with a reference to the UCC by Lessor shall be deemed a cancellation under Article 2A-505);
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee fails to return the Equipment for any reason, the Lessee shall pay to Lessor the Buy-Out after Payment Amount,
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce Lessors rights, including without limitation those rights under the UCC; and,
- F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) all obligations of Lessee payable under this Agreement and 3) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1) and 2) Lessee shall remain liable for any deficiency to the extent permitted by applicable law.

**Section 12.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default or the failure at any time to require strict performance by Lessee shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. A waiver on one



occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor.

#### ARTICLE XIII: MISCELLANEOUS.

**Section 13.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

**Section 13.02 Binding Effect.** Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.03 Severability; Interest Limitations.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

**Section 13.04 Advances, Late Fees.** In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

**Section 13.05 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's manually applied signature and marked "original" shall constitute the sole "record" constituting "chattel paper" with respect to this Agreement under the UCC.

**Section 13.06 Applicable Law, Venue.** To the extent allowed by applicable law, this Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Colorado, including all matters of construction, validity and performance. Lessee acknowledges that this Agreement was entered into in El Paso County, CO, and that the parties have agreed that any action or proceeding regarding this Agreement, the Equipment or any cause of action whatsoever arising from or related to this Agreement shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim of improper jurisdiction or venue or forum non conveniens, agreeing to accept service at Lessee's place of business in any such action. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction.

**Section 13.07 Captions, Rules of Construction.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. The expression "satisfactory to Lessor", "determined by Lessor" "in Lender's Lessor", "at Lessor's discretion" or similar words which grant Lessor the right to choose between alternatives or to express its opinion, shall mean that the satisfaction, judgment, choices and opinions are to be made in Lessor's sole and absolute discretion; and "material" as used herein shall be construed to mean significant in Lessor's judgment, taking into account all relevant facts and circumstances including the nature and amount of exposure to Lessor.

**Section 13.08 Entire Agreement.** This Agreement and any supplements, addendum or documents executed in connection herewith constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

**Section 13.09 Finance Lease.** The parties agree that each of them is intended to have the respective rights, remedies, benefits and obligations of a lessor and lessee, as the case may be, under a "Finance Lease" as that term is defined in Article 2A of the UCC, whether or not it shall be determined that this Agreement actually constitutes a Finance Lease under such definition. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern. Lessor shall have no duty to mitigate any damages unless expressly stated herein.

**Section 13.10 Return of Equipment.** Unless Lessee purchases the Equipment (in accordance with the terms hereof), upon expiration, cancellation or termination of the Agreement for any reason, at the discretion of Lessor, (i) at Lessee's sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section and in the condition required by this Agreement. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packaging, shipping and insurance. The risk of loss shall not pass to Lessor until the Equipment has been received by Lessor. In addition to Lessor's other rights and remedies under this Agreement, if the Equipment is not returned in the condition required under this Agreement or if repairs are necessary to place any item of Equipment in the condition required herein, Lessee shall pay to Lessor the costs of such repairs.

#### ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

Playground

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: 20 years

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Payments due after the current fiscal year for the following reasons: Included in budget

Cypress Park Estates Community Development District

Date: 8/25/2022

By: [Signature]

as Chairman

(Authorized Official)

#### AGREED AND ACCEPTED:

LESSOR: Government Leasing, LLC

By: Tom Wittwer, Manager

Date: \_\_\_\_\_

LESSEE: Cypress Park Estates Community Development District

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee.

By: [Signature]

Name: Scott Shapiro

Title: Chairman

Date: 8/25/22

## ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Muni Lease Agreement No. 24812, ("Agreement") between Government Leasing, LLC ("**Lessor**"), and the undersigned ("**Lessee**"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.
4. Lessee represents, covenants and warrants, that if requested by Lessor, Lessee will deliver an Opinion of Counsel, to the effect that: (i) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (ii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
5. Lessee agrees that it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect.

**LESSEE:** Cypress Park Estates Community Development District

### EQUIPMENT DESCRIPTION:

Play Equipment – PKP023N-Hoosier Nest, PSW110WS-1 Bay, 1 Cantilever – Frame w/Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package. Custom Multi Sail Shade Design for Pool.

Signature:   
(Actual User of Equipment at Equipment location)

Title: District manager

Attested by:   
(Signer of Agreement)

Title: Chairperson

**ACTUAL EQUIPMENT ACCEPTANCE DATE:** 8/12/2022

INCUMBENCY CERTIFICATE

Muni Lease AGREEMENT NO. 24812  
Cypress Park Estates Community Development District ("LESSEE")  
Government Leasing, LLC ("LESSOR")

I, JILL BURNS

Secretary  
(Title: Secretary or Clerk)

For CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Scott Shapiro  
(Signature of Signer of Lease)

Scott Shapiro  
(Print Name of Signer of Lease)

Chairperson  
(Title of Signer of Lease)

of CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 24812, shown is his or her signature.

LESSEE: CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT

Signature: Jill Burns

Printed Name: Jill Burns

Title: Secretary





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	<b>CONTACT NAME:</b> Kristina Rudez <b>PHONE (A/C, No, Ext):</b> (321) 233-9939 <b>E-MAIL ADDRESS:</b> krudez@egisadvisors.com <b>PRODUCER CUSTOMER ID:</b> 00001012	<b>FAX (A/C, No):</b>
<b>INSURED</b> Cypress Park Estates Community Development District c/o Government Management Services, LLC 219 E Livingston St Orlando FL 32801	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Florida Insurance Alliance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>


**COVERAGES** **CERTIFICATE NUMBER:** 2021-22 Master Prop **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
675 Silver Palm Drive  
Haines City FL 33844

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input type="checkbox"/> PROPERTY		100121473	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> BUILDING	\$ 846,315
	CAUSES OF LOSS	DEDUCTIBLES				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC	BUILDING 2,500				<input checked="" type="checkbox"/> BUSINESS INCOME	\$ 1,000,000
	<input type="checkbox"/> BROAD	CONTENTS				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	<input checked="" type="checkbox"/> EARTHQUAKE	2,500				BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> WIND	2% min \$10k				BLANKET PERS PROP	\$
	<input checked="" type="checkbox"/> FLOOD	2,500				BLANKET BLDG & PP	\$
							\$
							\$
	<input type="checkbox"/> INLAND MARINE		TYPE OF POLICY				\$
	CAUSES OF LOSS		POLICY NUMBER				\$
	<input type="checkbox"/> NAMED PERILS						\$
							\$
	<input type="checkbox"/> CRIME						\$
	TYPE OF POLICY						\$
							\$
							\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
							\$
							\$
							\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Loss Payee as respects to Loan#40931040-1; Playground Equipment value of \$45,000

<b>CERTIFICATE HOLDER</b> Government Leasing, LLC., its successors and/or assigns 830 Tenderfoot Hill Rd., Suite 301 Colorado Springs, CO 80906	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► **Under Internal Revenue Code section 149(e)**  
**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.  
► Go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC) for instructions and the latest information.

OMB No. 1545-0047

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>CYPRESS PARK ESTATES COMMUNITY DEVELOPMENT DISTRICT</b>		2 Issuer's employer identification number (EIN) <b>84-3782493</b>	
3 Number and street (or P.O. box if mail isn't delivered to street address) <b>219 E. Livingston St.</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>Orlando, FL 32801</b>		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>Bill Burns 407-841-5524 x115</b>		7 Telephone number of officer or legal representative <b>407 841 5524 x115</b>	

<b>Part II Description of Obligations</b>		Check one box: <input type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles		9a	
b For leases for office equipment		9b	
c For leases for real property		9c	
d For leases for other (see instructions)		9d	
e For bank loans for vehicles		9e	
f For bank loans for office equipment		9f	
g For bank loans for real property		9g	
h For bank loans for other (see instructions)		9h	
i Used to refund prior issue(s)		9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9j	
k Other		9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: <b>Government Leasing LLC</b>			
13 Vendor's or bank's employer identification number: <b>46-2822734</b>			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative <b>Scott Shapiro</b>		Date <b>7/12/22</b>	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name		Preparer's signature	
	Firm's name ►		Firm's EIN ►	
	Firm's address ►		Phone no.	
	Check <input type="checkbox"/> if self-employed		PTIN	

**Future Developments**

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC).

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

**Filing a consolidated return for multiple issues.**

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note:** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Don't make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note:** If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [www.irs.gov/FormComments](http://www.irs.gov/FormComments). Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not** send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury  
Internal Revenue Service Center  
Ogden, UT 84201

**Private delivery services (PDS).** You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

## SECTION IX

## SECTION C

# Cypress Park Estates CDD

## Field Management Report



October 25, 2022  
Clayton Smith  
Field Services Manager  
GMS



# Complete

## Amenity Review

- ✚ Monitoring facility and maintenance.
- ✚ Facility pre and post storm preparations were completed.
- ✚ Damaged key Card controller was replaced.
- ✚ Installed a UPS for electrical room.



# Complete

## Landscape and General Maint.

- ✚ Monitoring landscape maintenance.
- ✚ Vandalized back pool gate hinge was replaced.
- ✚ Dog park signs were installed.
- ✚ Found playground roof loose and secured it.





# In Progress

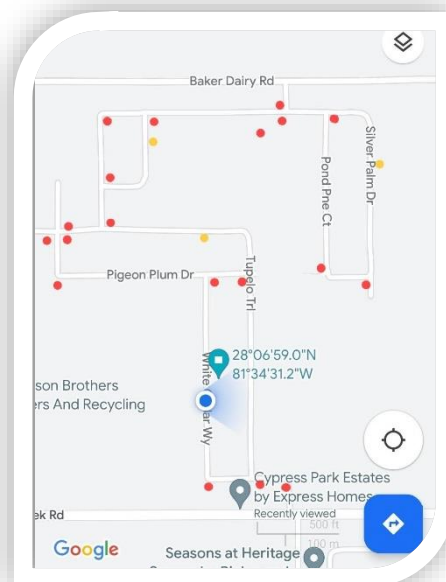
## Dumpster

- ✚ Dumpster enclosure was damaged by storm.
- ✚ Arranging for repairs before starting approved dumpster services.



## Street Signs

- ✚ Post-storm review of signs.
- ✚ Signs are accounted for and straightening is being arranged.



# Upcoming

## Fountain

- ✚ Monitoring entry fountain.
- ✚ Forecasting for fountain maintenance.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

## SECTION 2

*Item will be  
provided under  
separate cover.*

# SECTION D

# SECTION 1

*Item will be  
provided under  
separate cover.*



## SECTION 2

*Item will be  
provided under  
separate cover.*