

*Cypress Ridge
Community Development District*

Meeting Agenda

March 9, 2023

AGENDA

Cypress Ridge

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

March 2, 2023

**Board of Supervisors
Cypress Ridge
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Cypress Ridge Community Development District** will be held **Thursday, March 9, 2023 at 1:45 PM** at the **Holiday Inn Express & Suites, 2102 N. Park Rd., Plant City, FL 33563.**

Zoom Video Link: <https://us06web.zoom.us/j/88458982347>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 884 5898 2347

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the July 14, 2022, Board of Supervisor's Meeting
4. Consideration of Assignment of Phase 1 Construction Contract Agreement
5. Consideration of Construction Funding Agreement with Clayton Properties Group, Inc.
6. Consideration of Temporary Construction and Access Easement Agreement with Clayton Properties Group, Inc.
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Cypress Ridge Community Development District was held Thursday, **July 14, 2022** at 2:00 p.m. at the Holiday Inn Express & Suites 2102 N. Park Rd., Lakeland, Florida.

Present and constituting a quorum:

Brian Walsh
Jeff Shenefield
Milton Andrade
Garret Parkinson

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Lauren Gentry
Grace Kobitter

District Manager, GMS
District Counsel, KE Law
District Counsel, KE Law

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 stated that there were no members of the public present at the meeting.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the April 14, 2022
Board of Supervisors Meeting and Audit
Committee Meeting**

Ms. Burns presented the meeting minutes of the April 14, 2022 Board of Supervisors meeting and Audit Committee meeting. She asked if there were any questions, comments or corrections. Hearing none, she asked for a motion to approve.

| |
|--|
| On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, the Minutes of the April 14, 2022 Board of Supervisors Meeting and Audit Committee Meeting, were approved. |
|--|

FOURTH ORDER OF BUSINESS

**Public Hearing on the Adoption of the
Fiscal Year 2023 Budget**

Ms. Burns stated that this public hearing was published in the newspaper. She asked for a motion to open the public hearing.

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

A. Consideration of Resolution 2022-06 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds

Ms. Burns reviewed Resolution 2022-06. She noted that they put a small miscellaneous field expenses in the budget for the upcoming year based on the timeline in the event that amenities open or landscaping is turned over. Ms. Burns asked for a motion to close the public hearing.

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

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2022-06 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds, was approved.

B. Consideration of Fiscal Year 2023 Developer Funding Agreement

Ms. Burns stated that they were not levying a per lot O&M assessment. This budget will be funded by the developer.

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

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-07
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2023**

Ms. Burns reviewed the proposed Fiscal Year 2023 meeting schedule of the second Thursday of the month at 1:45 p.m. The Board had no changes.

| |
|--|
| On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2022-07 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023, was approved. |
|--|

SIXTH ORDER OF BUSINESS

**Presentation of Fiscal Year 2021 Audit
Report**

Ms. Burns noted that this report was submitted to the state prior to the June 30th deadline. Page 25 shows the report to management, it shows no instances of noncompliance. The District did not meet any of the conditions for financial emergency.

| |
|--|
| On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Fiscal Year 2021 Audit Report, was approved. |
|--|

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry did not have anything further to report.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Balance Sheet & income Statement

Ms. Burns noted that the financials were included in the packet for review. There was no action necessary.

ii. Presentation of Number of Registered Voters – 0

Ms. Burns noted that there were zero registered voters in the District as of April 15.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

| |
|--|
| On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the meeting was adjourned. |
|--|

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

ASSIGNMENT OF CONTRACTOR AGREEMENT
CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
PHASE 1 MASTER INFRASTRUCTURE PROJECT

Assignor: Clayton Properties Group, Inc. (“**Assignor**”)
Owner/Assignee: Cypress Ridge
Community Development District (“**Assignee**” or “**District**”)
Contractor: RIPA & Associates, LLC (“**Contractor**”)
Contract: Cypress Ridge Phase 1 Master Infrastructure (“**Contractor Agreement**” or
“**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of _____, 2023.

RIPA & ASSOCIATES, LLC

**CYPRESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: Chris LaFace
Title: President

By: _____
Name: Brian Walsh

CLAYTON PROPERTIES GROUP, INC.,
d/b/a, Highland Homes a Florida limited liability
company

By: _____
Name: D. Joel Adams, Vice President

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
PHASE 1 MASTER INFRASTRUCTURE PROJECT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared D. Joel Adams, as Vice President of Clayton Properties Group, Inc., d/b/a Highland Homes, ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, D. Joel Adams, serve as Vice President for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Cypress Ridge Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and RIPA & Associates, LLC ("**Contractor**"), dated _____, 2023, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, arising out of, wholly or in part by, or as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2023.

Clayton Properties Group, Inc.
d/b/a Highland Homes,

[Print Name]

By: _____
Name: D. Joel Adams, Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by D. Joel Adams, as Vice President, Clayton Properties Group, Inc, d/b/a Highland Homes.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A Agreement by and between Developer and RIPA, dated _____
Exhibit B Releases
Exhibit C Performance and Payment Bonds

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

**CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
PHASE 1 MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RIPA & Associates, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Clayton Properties Group, Inc., d/b/a, Highland Homes, and Contractor dated _____, 2023, has been assigned to the Cypress Ridge Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. _____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2023.

RIPA & ASSOCIATES, LLC,
a Florida limited liability company

Chris LaFace, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Chris LaFace, as President, RIPA & Associates, LLC, a Florida limited liability company.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
PHASE I MASTER INFRASTRUCTURE PROJECT (“PROJECT”)

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement* dated _____, 2023 (“**Contract**”), between the Cypress Ridge Community Development District (“**District**”) and RIPA & Associates, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Hillsborough County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all required documents, subject to any offsets to which the Owner is

entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the

District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

**THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS,
GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL
FLORIDA, LLC, 219 EAST LIVINGSTON STREET,
ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND
JBURNS@GMSCFL.COM**

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Cypress Ridge
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski Van Wyk, PLLC.
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor

list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached Exhibit D.

15. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum, executed on this ____ day of _____, 2023, effective as of the date of the Assignment of the Contract.

RIPA & ASSOCIATES, LLC,
a Florida limited liability company

Witness

Chris LaFace, President

Print Name of Witness

**CYPRESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Brian Walsh, Chairperson

Print Name of Witness

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement
Exhibit D: Discrimination Statement

EXHIBIT A
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES STATEMENT WITH ACTIVITIES IN SUDAN
LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM
ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:
Cypress Ridge Community Development District

by _____ (print name of authorized representative).
I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in
the capacity of _____ (print individual's title)
for RIPA & Associates, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf
of Contractor. Contractor's business address is: _____.

2. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, provides that declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel with Activities in Sudan List, or the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is created pursuant to Section 215.473, Florida Statutes, or that has business operations in Cuba or Syria (together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Clayton Properties Group, Inc., to the Cypress Ridge Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Chris LaFace, President

4. The entity will immediately notify the Cypress Ridge Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), Florida Statutes, Regarding Scrutinized Companies and all of the information provided is true and correct.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Chris LaFace, President of RIPA & Associates, LLC, a Florida limited liability company.

(Official Notary Signature & Seal)

(SEAL)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT B
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Cypress Ridge Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for RIPA & Associates, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

-
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this ____ day of _____, 2023.

Chris LaFace, President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Chris LaFace, President, RIPA & Associates, LLC, a Florida limited liability company.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

EXHIBIT C
TRENCH SAFETY ACT COMPLIANCE STATEMENT
CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this ____ day of _____, 2023.

RIPA & ASSOCIATES, LLC,
a Florida limited liability company

Chris LaFace, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Chris LaFace, President, RIPA & Associates, LLC, a Florida limited liability company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

| Type of Trench Safety Mechanism | Quantity | Unit Cost ¹ | Item Total Cost |
|---------------------------------|----------|------------------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Project Total | | | |

Dated this ____ day of _____, 2023.

Chris LaFace, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Chris LaFace, as President, RIPA & Associates, LLC, a Florida limited liability company.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D

CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Cypress Ridge Community Development District.
2. I, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for RIPA & Associates, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____.
4. Contractor's Federal Employer Identification Number (FEIN) is _____.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of RIPA & Associates, LLC.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

SECTION V

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
CYPRESS RIDGE COMMUNITY DEVELOPMENT
DISTRICT AND VMAR DEV, LLC
(PHASE 1, PHASE 2, AND PHASE 3)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of ____ day of March 2023, by and between:

CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, an owner of certain lands within the District, with a mailing address of 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803, and its successors and assigns (“Developer”).

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of County Commissioners of Hillsborough County, Florida (“County”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified as Phase 1, Phase 2, and Phase 3 in the Engineers Report (defined below, hereinafter the "Development") upon which the District's improvements have been or will be made; 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, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in the District’s *Preliminary Engineer’s Report*, dated September, 2021, attached hereto as **Exhibit A** (the “Engineer’s Report”) including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. **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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

A. If to District: Cypress Ridge Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski Van Wyk, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Developer: Clayton Properties Group, Inc.
3020 S. Florida Avenue, Suite 101
Lakeland, Florida 33803
Attn: D. Joel Adams

With a copy to: Johnson Pope Bokor Ruppel & Burns, LLP
401 East Jackson St., Ste. # 3100
Tampa, FL 33602
Attn: T. Luke Markham

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

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

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

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

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

ATTEST:

**CYPRESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

CLAYTON PROPERTIES GROUP, INC.

Print Name: _____

By: D. Joel Adams
Its: Vice President

Exhibit A: *Preliminary Engineer's Report, dated September 2021*

EXHIBIT A

**CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ENGINEER'S REPORT**

Prepared for:

**BOARD OF SUPERVISORS
CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

ABSOLUTE ENGINEERING, INC.

SEPTEMBER 2021

**CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

| | | |
|-------|--|----|
| I. | INTRODUCTION | 1 |
| II. | PURPOSE AND SCOPE..... | 2 |
| III. | THE DEVELOPMENT | 3 |
| IV. | THE PROJECT | 3 |
| V. | PROPOSED IMPROVEMENTS | 4 |
| | Stormwater Management Facilities | 4 |
| | Roadway | 5 |
| | Water and Wastewater Facilities | 6 |
| | Off-site Improvements | 7 |
| | Miscellaneous | 7 |
| VI. | PERMITTING | 8 |
| VII. | RECOMMENDATION..... | 9 |
| VIII. | REPORT MODIFICATION..... | 9 |
| IX. | CONCLUSION..... | 10 |

LIST OF TABLES & EXHIBITS

TABLE 1 – Summary of Opinion of Probable Costs

TABLE 2 – Summary of Proposed District Facilities

EXHIBIT 1 – Location Map

EXHIBIT 2 – Overall Site Plan

EXHIBIT 3 – Aerial Site Plan

EXHIBIT 4 – Legal Description

EXHIBIT 5 – Drainage Map

EXHIBIT 6 – Utility Location Map

EXHIBIT 7- Future Land Use Map

EXHIBIT 8- Zoning Map

ENGINEER'S REPORT CYPRESS RIDGE

I. INTRODUCTION

The Cypress Ridge Community Development District (or “CDD”) is located along the west side of CR 579, south of Bishop Road, Hillsborough County, Florida. The District currently contains approximately 481.5 acres and is expected to consist of 1056 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD will own and operate the stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Community. The roadways and water and sewer utilities will be dedicated to Hillsborough County for ownership and operation.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory criteria of Hillsborough County, SWFWMD, and other applicable agencies with regulatory jurisdiction over the development. All improvements acquired by the District will be on land owned, or subject to a permanent easement for the benefit of, the District or another governmental entity. An overall estimate of probable cost is provided in Section 9 of this report.

The development plan prepared by the CDD reflects the present intentions of the CDD. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the Community. The CDD reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the Community served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the CDD's Board of Supervisors. Estimated costs outlined in this report were based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

II. PURPOSE AND SCOPE

The purpose of this report is to provide engineering support to fund improvements in the Cypress Ridge ("Community"). Cypress Ridge is entitled through a PD plan-controlled zoning for 1056 units. This report will identify the proposed capital improvements to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this report is a description of the public infrastructure to be constructed or acquired by the District (the "Capital Improvements".) The District will finance, construct, operate, and maintain specific portions of the proposed Capital Improvements. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied to this report.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed but will require permits through Hillsborough County, SWFMWD, and FDEP of the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the developer, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The Cypress Ridge Community will consist of 1056 single family homes and associated infrastructure ("The Development"). The Development is a planned residential community located on the west side of CR579 south of Bishop Road in Hillsborough County, Florida. The Development lies within, Sections 20 & 21 Township 32 South, Range 20 East, all within Hillsborough County, Florida. The Development received zoning approval by the Hillsborough County Planning Commission as a planned development and has an underlying Future Land Use Designation of WVR-2. The Development will be constructed in 3 phases.

IV. THE PROJECT

The Capital Improvements consists of infrastructure. The primary portions of the Capital Improvements will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements including water and sewer extensions and roadway improvements.

There will also be stormwater structures and conveyance culverts within the Capital Improvements which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the Capital Improvements. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of conduits for power, telecommunications, and cable TV, and street lights within the public right of way and in the adjacent utility easement will be funded by the District.

As a part of the recreational component of the Development, a public park will be constructed in the center of the Development and is accessed by the public roadways.

V. PROPOSED IMPROVEMENTS

The Capital Improvements include the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. From that point storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the Hillsborough County and the Southwest Florida Water Management District (SWFWMD). There are surface waters and natural wetlands within the project.

FEMA Community Panel Numbers 12057C0680, 12057C0685, 12057C0690 and 12057C0695, all of which are dated 8/28/08, demonstrates that the property is located within Flood Zones A, AE and X. The Project has been designed to provide adequate floodplain compensation for proposed floodplain encroachment.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control consisting of floating and staked turbidity barriers specifically along the down gradient side of any proposed construction activity and adjacent to the edge of existing ponds, surface water ditches, wetland edges and the perimeter of the site. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Roadways

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the Hillsborough County Public Utilities Department. The water system will be a "looped" system consisting of 4", 6", 8" and 12" diameter PVC water main. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains, sewer laterals, two pump stations and pressure force mains will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Two (2) sanitary sewer pump stations are currently proposed within the District to collect the gravity sanitary sewer and pump it to the existing Hillsborough County Force main system in the existing US 301 right of way.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the required off-site improvements on Bishop Road & CR579 and at the Project entrances.

Upon completion of these improvements, inspection / certifications will be obtained from the Southwest Florida Water Management District (SWFWMD) and Hillsborough County.

Miscellaneous:

The stormwater improvements, landscaping and irrigation, mitigation area(s), and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public Capital Improvements will benefit the Development for the intended use as a mixed use planned development.

VI. PERMITTING

Construction permits are currently obtained, which include the Southwest Florida Water Management District (SWFWMD) Environmental Recourse Permit (ERP) and Hillsborough County. There are no Army Corps of Engineer (ACOE) jurisdictional wetlands within the Development, therefore no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public Capital Improvements for the District:

Phase 1

| Permits / Approvals | Approval / Date |
|-------------------------------------|-----------------|
| Zoning Approval (Hillsborough) | PD |
| Preliminary Plat (Hillsborough) | PI 5508 |
| SWFWMD ERP | November 2021 |
| Construction Permits (Hillsborough) | November 2021 |
| FDEP Water | November 2021 |
| FDEP Sewer | November 2021 |

Phase 2

| Permits / Approvals | Approval / Date |
|-------------------------------------|-----------------|
| Zoning Approval (Hillsborough) | PD |
| Preliminary Plat (Hillsborough) | Exp. Dec 2022 |
| SWFWMD ERP | March 2023 |
| Construction Permits (Hillsborough) | March 2023 |
| FDEP Water | March 2023 |
| FDEP Sewer | March 2023 |

Phase 3

| Permits / Approvals | Approval / Date |
|-------------------------------------|-----------------|
| Zoning Approval (Hillsborough) | PD |
| Preliminary Plat (Hillsborough) | Exp. Dec 2025 |
| SWFWMD ERP | March 2026 |
| Construction Permits (Hillsborough) | March 2026 |
| FDEP Water | March 2026 |
| FDEP Sewer | March 2026 |

VII. RECOMMENDATION

As previously described within this report, the public Capital Improvements as described is necessary for the development and functional operation as required by Hillsborough County, Florida. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the Hillsborough County and the Southwest Florida Water Management District (SWFWMD). It should be noted that the Capital Improvements will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon current plan quantities for the infrastructure as shown on construction drawings incorporating specifications in the most recent review comments received from SWFWMD and Hillsborough County as well as estimated quantities for the future phases.

VIII. REPORT MODIFICATION

During development and implementation of the public Capital Improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public Capital Improvements costs for the District provided in this report are reasonable to complete the construction of the infrastructure. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the Capital Improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in Hillsborough County. Furthermore, the quantities are a derivative of line items from specific construction documents and construction contracts as of this date. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the construction of the Capital Improvements continues in a timely manner, it is our professional opinion that the proposed public Capital Improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in Hillsborough County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed Capital Improvements can be completed at the cost stated.

TABLE 1:
SUMMARY OF OPINION OF
PROBABLE COSTS

TABLE 1

**CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

Summary of Opinion of Probable Cost

| Number of Lots | 369 | 343 | 344 | 1056 |
|--|----------------------|----------------------|---------------------|----------------------|
| Infrastructure ⁽¹⁾⁽³⁾⁽⁶⁾ | Phase 1 | Phase 2 | Phase 3 | Total |
| Offsite Improvements | \$ 4,123,000 | \$ 1,729,000 | \$ - | \$ 5,852,000 |
| Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$ 7,115,500 | \$ 5,453,000 | \$ 5,652,500 | \$ 18,221,000 |
| Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾ | \$ 1,995,000 | \$ 1,995,000 | \$ 1,330,000 | \$ 5,320,000 |
| Roadway ⁽⁴⁾ | \$ 997,500 | \$ 931,000 | \$ 997,500 | \$ 2,926,000 |
| Entry Feature & Signage ⁽⁷⁾ | \$ 591,850 | \$ 332,500 | \$ 332,500 | \$ 1,256,850 |
| Parks and Amenities | \$ 1,330,000 | \$ - | \$ - | \$ 1,330,000 |
| Contingency | \$ 1,602,650 | \$ 1,163,750 | \$ 864,500 | \$ 3,630,900 |
| TOTAL | \$ 17,755,500 | \$ 11,604,250 | \$ 9,177,000 | \$ 38,536,750 |

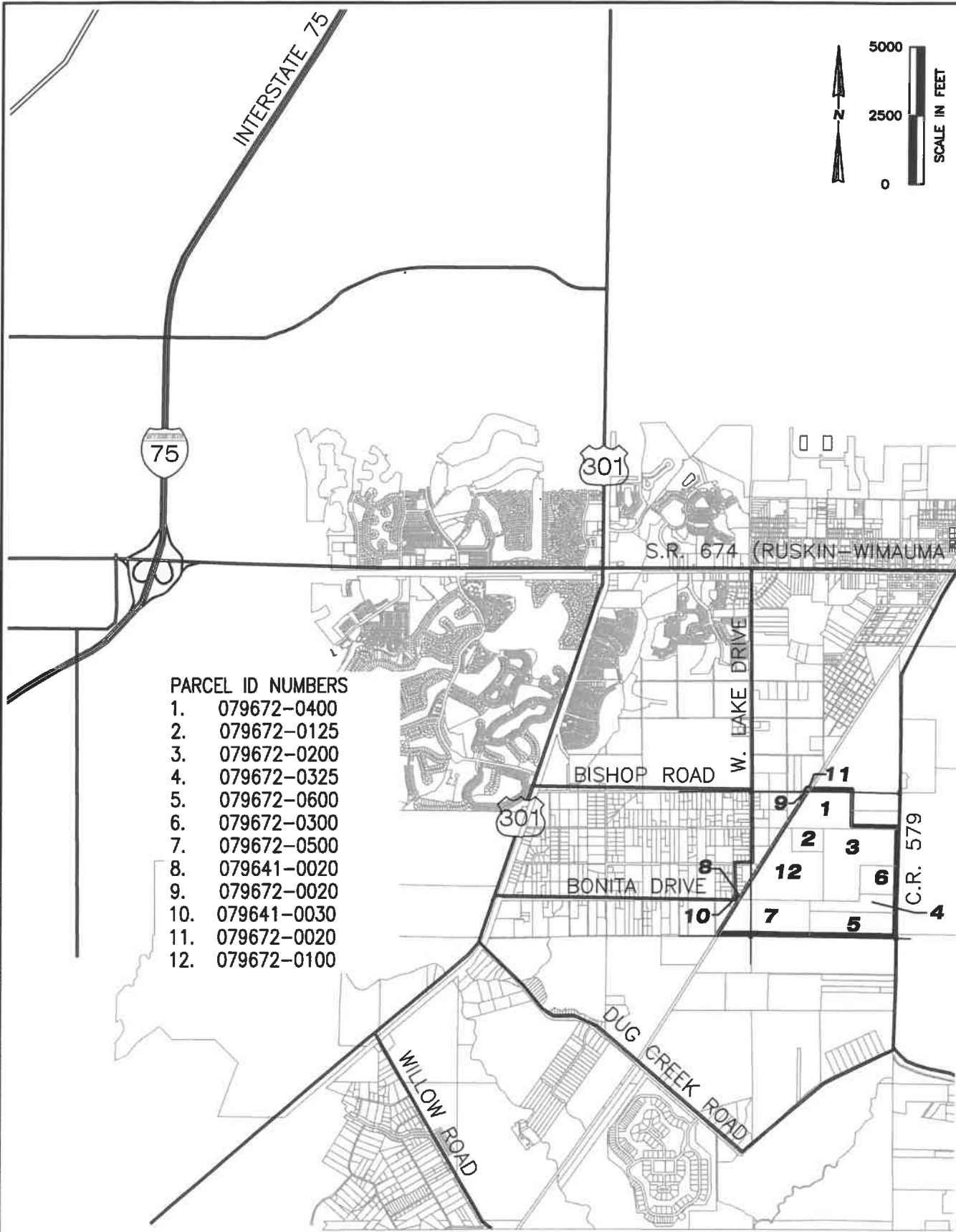
1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks. Any land or other acquisitions will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads, both for initial construction and in conjunction with home construction.
3. Includes Stormwater pond excavation, and storage of fill, but not the cost of transporting the fill to private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering. All roadways will be public and accessible by public.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only the incremental cost to underground wires in public rights-of-way and on District land will be funded by the CDD.

TABLE 2:
SUMMARY OF PROPOSED DISTRICT
FACILITIES

**CYPRESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT
TABLE 2 - SUMMARY OF PROPOSED DISTRICT FACILITIES**

| DISTRICT INFRASTRUCTURE | CONSTRUCTION | OWNERSHIP | CAPITAL FINANCING | OPERATION & MAINTENANCE |
|----------------------------|--------------|---------------------|-------------------|-------------------------|
| ENTRY SIGNAGE AND FEATURES | DISTRICT | DISTRICT | DISTRICT BONDS | DISTRICT |
| PARKS AND AMENITIES | DISTRICT | DISTRICT | DISTRICT BONDS | DISTRICT |
| STORMWATER FACILITIES | DISTRICT | DISTRICT | DISTRICT BONDS | DISTRICT |
| WATER AND SEWER UTILITIES | DISTRICT | HILLSBOROUGH COUNTY | DISTRICT BONDS | HILLSBOROUGH COUNTY |
| STREET LIGHTING/CONDUIT | DISTRICT | DISTRICT | DISTRICT BONDS | TECO |
| ROAD CONSTRUCTION | DISTRICT | HILLSBOROUGH COUNTY | DISTRICT BONDS | HILLSBOROUGH COUNTY |

**EXHIBIT 1:
LOCATION MAP**



PARCEL ID NUMBERS

1. 079672-0400
2. 079672-0125
3. 079672-0200
4. 079672-0325
5. 079672-0600
6. 079672-0300
7. 079672-0500
8. 079641-0020
9. 079672-0020
10. 079641-0030
11. 079672-0020
12. 079672-0100

EXHIBIT 1 - LOCATION MAP CYPRESS RIDGE SUBDIVISION

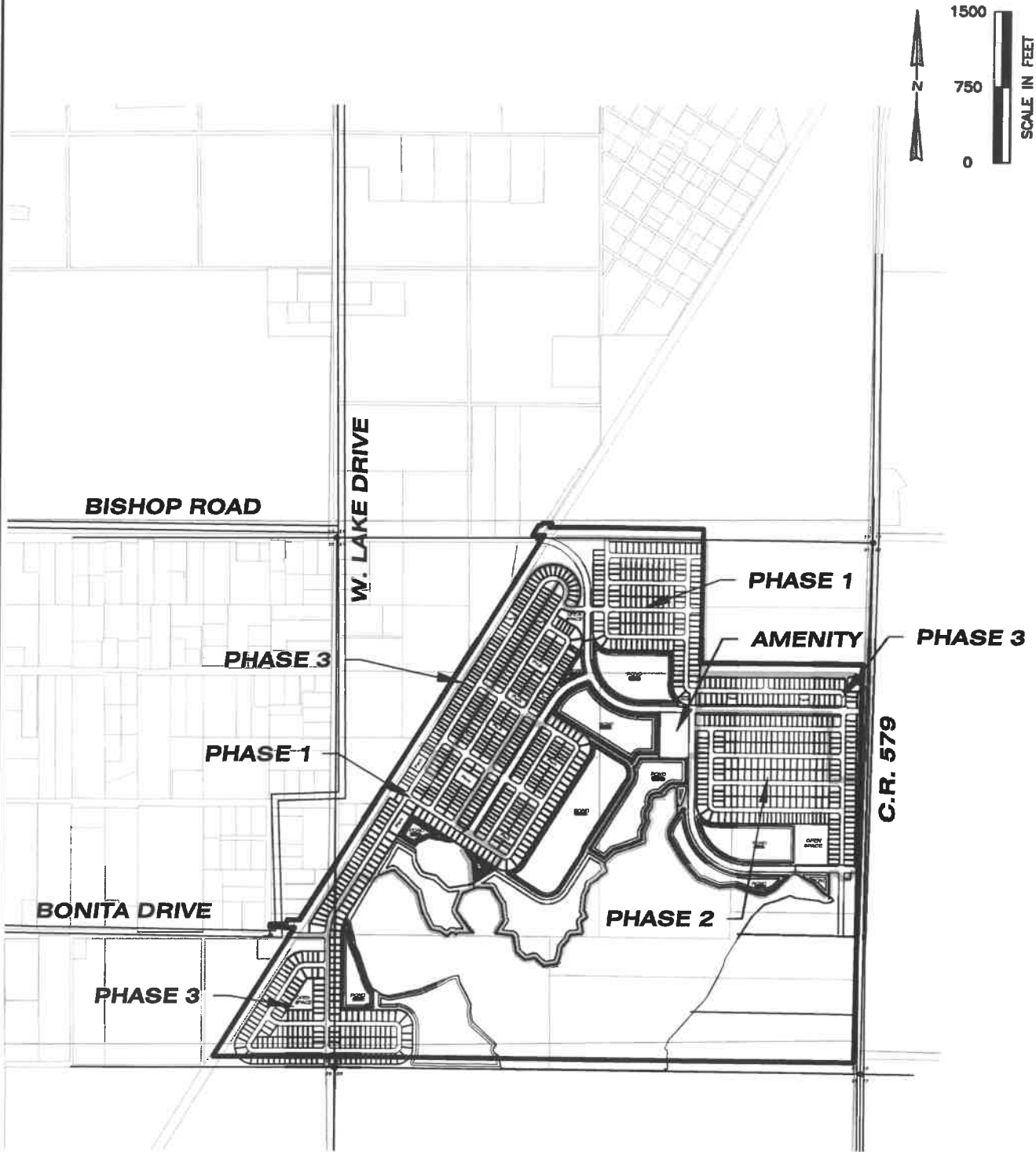
AE **ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

| SEC TWP RGE | JOB NUMBER | DRAWN BY | DATE | SHEET |
|----------------|---------------|----------|------------|-------|
| 16,20,21-32-20 | A20-0012-0002 | ROA | 10-01-2020 | 1 |

EXHIBIT 2:
OVERALL SITE PLAN

P:\20-0012_Hillbend\0002_Cypress Ridge\Water\CDD\ER\EXH 2 - OVERALL SITE PLAN.dwg (8.5 x 11 Landscape) Heather Wertz Apr 20, 2021 - 9:48am



CYPRESS RIDGE RANCH - LOT SUMMARY

| PHASE | LOT WIDTH | LOT WIDTH | LOT WIDTH | LOT WIDTH | SF TOTAL |
|--------------|------------|-----------------|------------|------------|-------------|
| | 40' | PREM. 40' (50') | 50' | 60' | |
| PHASE 1 | 106 | 34 | 199 | 30 | 369 |
| PHASE 2 | 74 | 28 | 201 | 40 | 343 |
| PHASE 3 | 84 | 25 | 195 | 40 | 344 |
| TOTAL | 264 | 87 | 595 | 110 | 1056 |

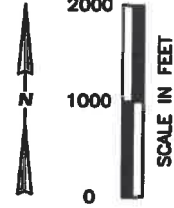
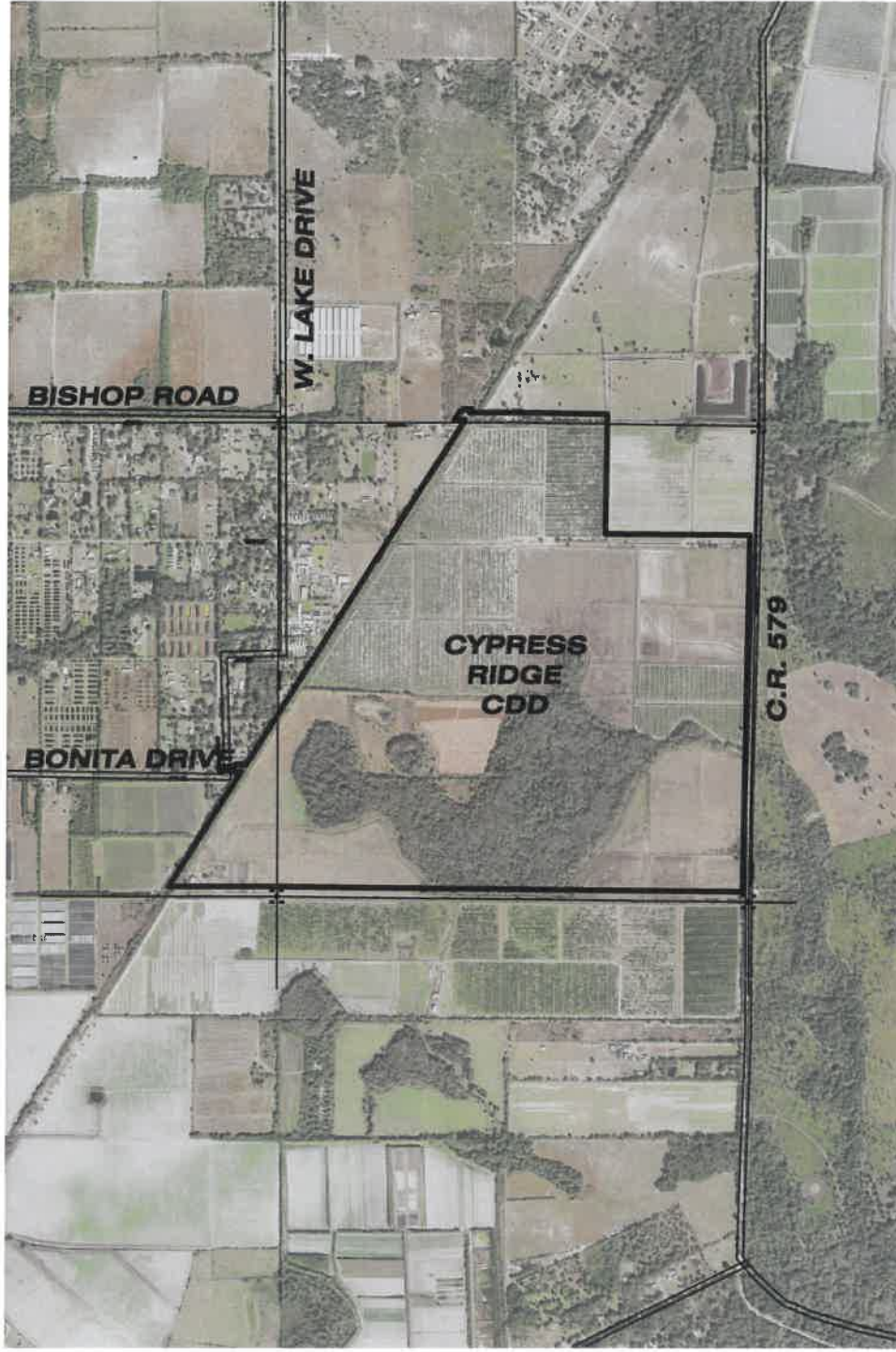
**EXHIBIT 2 - OVERALL SITE PLAN
CYPRESS RIDGE CDD**

| SEC TWP RGE | JOB NUMBER | DRAWN BY | DATE | SHEET |
|----------------|---------------|----------|-----------|-------|
| 16,20,21-32-20 | A20-0012-0002 | ROA | 3-24-2021 | 1 |

**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

EXHIBIT 3:
AERIAL SITE PLAN



AE **ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

**EXHIBIT 3 - AERIAL SITE PLAN
CYPRESS RIDGE SUBDIVISION**

| SEC TWP RGE | JOB NUMBER | DRAWN BY | DATE | SHEET |
|----------------|---------------|----------|------------|-------|
| 16,20,21-32-20 | A20-0012-0002 | ROA | 10-01-2020 | 1 |

EXHIBIT 4:
LEGAL DESCRIPTION



Description Sketch

CYPRESS RIDGE CDD

DESCRIPTION: A portion of the Southeast 1/4 of Section 20 and a portion of Section 21, Township 32 South, Range 20 East, lying in Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 20; run thence along the South line of the Southeast 1/4 of said Section 20, N.89°56'40"W., a distance of 1190.49 feet to the East boundary of the lands described in Official Records Book 5289, Page 660 of the public records of Hillsborough County, Florida; thence along said East Boundary, N.32°12'04"E., a distance of 1511.67 feet to the South boundary of Parcel 1 of the lands described in Official Records Book 24058, Page 1681 of the public records of Hillsborough County, Florida; thence along said South boundary, N.89°55'49"W., a distance of 118.09 feet to the West boundary of the lands described in aforesaid Official Records Book 5289, Page 660; thence along said West boundary, N.32°12'04"E., a distance of 11.80 feet to the South boundary of the lands described in Official Records Book 23524, Page 1177 of the public records of Hillsborough County, Florida; thence along the South, West and North boundary of said lands the following three (3) courses: 1) N.89°56'09"W., a distance of 131.80 feet; 2) N.00°04'51"W., a distance of 30.00 feet; and 3) S.89°56'09"E., a distance of 150.72 feet to the aforesaid West boundary of the lands described in Official Records Book 5289, Page 660; thence along said West boundary, N.32°12'04"E., a distance of 47.24 feet to the North boundary of Parcel 1 of the lands described in aforesaid Official Records Book 24058, Page 1681; thence along said North boundary, S.89°56'09"E., a distance of 118.09 feet to the aforesaid East boundary of the lands described in Official Records Book 5289, Page 660; thence along said East boundary, N.32°12'04"E., a distance of 4537.33 feet to the South boundary of Parcel 2 of the aforesaid lands described in Official Records Book 24058, Page 1681; thence along said South boundary, N.89°58'47"W., a distance of 118.15 feet to the aforesaid West boundary of the lands described in Official Records Book 5289, Page 660; thence along said West boundary and the West boundary of the lands described in Official Records Book 26522, Page 769 of the public records in Hillsborough County, Florida, N.32°12'04"E., a distance of 114.20 feet to the North boundary of said lands described in Official Records Book 26522, Page 769; thence along said North boundary, S.89°58'47"E., a distance of 23.63 feet to the aforesaid West boundary of Official Records Book 5289, Page 660; thence along said West boundary, N.32°12'04"E., a distance of 26.97 feet to the North boundary of aforesaid Parcel 2; thence along said North boundary, S.89°58'47"E., a distance of 94.52 feet to the aforesaid East boundary of lands described in Official Records Book 5289, Page 660; thence along said East boundary, S.32°12'04"W., a distance of 47.06 feet to the North boundary of the Northwest 1/4 of aforesaid Section 21; thence along said North boundary S.89°58'47"E., a distance of 499.31 feet to the Northwest corner of the Northeast 1/4 of said Section 21;

-- CONTINUE ON PAGE 2 OF 8 --


| | | | | | |
|--|---------------|----------------|---|--|--|
| PROJECT: Cypress Ridge | | | Prepared For: Absolute Engineering | | |
| PHASE: CDD Boundary Description Sketch | | | (Not A Survey)  <small>This item has been electronically signed and sealed by CHARLES M. ARNETT using a digital certificate and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.</small> | | |
| DRAWN: JCM | DATE: 10/1/20 | CHECKED BY: BC | | | |
| REVISIONS | | | | | |
| DATE | DESCRIPTION | DRAWN BY | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884 | | | 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 GeoPoint Surveying, Inc.  | | |
| FILE PATH: P:\CYPRESS RIDGE\DESCRIPTIONS\CYPRESS RIDGE-CDD-DS.DWG LAST SAVED BY: JORDANM | | | 1 of 8 | | |

Description Sketch

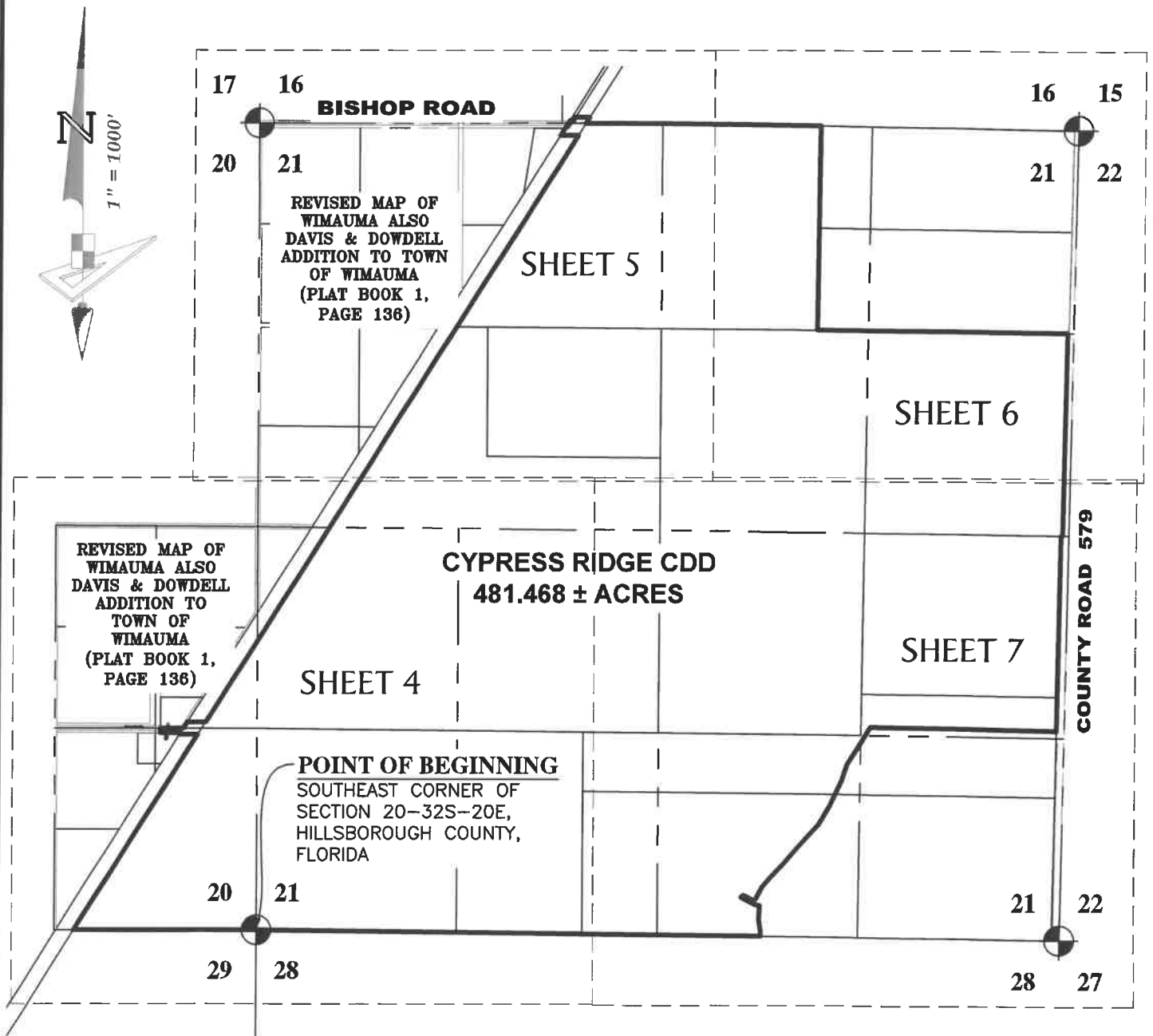
-- CONTINUED FROM PAGE 1 OF 8 --

thence along the North boundary of said Northeast 1/4, S.89°11'29"E., a distance of 1037.43 feet to the East boundary of the lands described in Official Records Book 16047, Page 1065 of the public records of Hillsborough County, Florida; thence along said East boundary, S.00°42'49"W., a distance of 1334.80 feet to the North boundary of the lands described in Official Records Book 19019, Page 1485 of the public records of Hillsborough County, Florida; thence along said North boundary, S.89°31'37"E., a distance of 1619.00 feet to the West Maintained Right-of-Way line of County Road 579 per the resolution of SRD No.1 Section No. 1057 State Road No. S-579, Hillsborough County dated June 13th, 1952; thence along said West Maintained Right-of-Way line, S.00°57'02"W., a distance of 1324.78 feet to the North boundary of the Southeast 1/4 of said Section 21; thence along said North boundary, N.89°32'23"W., a distance of 9.90 feet to the West Right-of-Way line of said County Road 579 said line also being 50 feet West of and parallel with the East boundary of said Southeast 1/4; thence along said West Right-of-Way line, S.00°57'10"W., a distance of 1278.52 feet; thence N.89°02'50"W., a distance of 1208.41 feet; thence S.30°26'11"W., a distance of 146.34 feet; thence S.32°14'37"W., a distance of 141.92 feet; thence S.18°46'46"W., a distance of 115.22 feet; thence S.25°25'09"W., a distance of 176.77 feet; thence S.30°41'23"W., a distance of 147.54 feet; thence S.42°23'23"W., a distance of 207.91 feet; thence S.41°03'28"W., a distance of 129.55 feet; thence S.43°12'04"W., a distance of 133.67 feet; thence S.40°15'50"W., a distance of 80.07 feet; thence S.27°08'53"W., a distance of 82.96 feet; thence S.38°32'22"W., a distance of 15.33 feet; thence N.63°13'31"W., a distance of 80.86 feet; thence S.46°48'42"W., a distance of 21.21 feet; thence S.62°26'42"E., a distance of 107.82 feet; thence S.79°12'28"E., a distance of 27.67 feet; thence S.03°11'57"W., a distance of 91.25 feet; thence S.08°15'43"E., a distance of 77.72 feet; thence S.00°38'04"W., a distance of 31.66 feet to the South boundary of said Southeast 1/4; thence along said South boundary, N.89°21'56"W., a distance of 675.08 feet to the Southeast corner of the Southwest 1/4 of said Section 21; thence along the South line of said Southwest 1/4, N.89°21'47"W., a distance of 2622.98 feet to the **POINT OF BEGINNING**.

Containing 481.468 acres, more or less.

| | | | | | |
|---|---------------|----------------|---|--|---------------|
| PROJECT: Cypress Ridge | | | Prepared For: Absolute Engineering | | |
| PHASE: CDD Boundary Description Sketch | | | (Not A Survey) | | |
| DRAWN: JCM | DATE: 10/1/20 | CHECKED BY: BC | | | |
| REVISIONS | | | | | |
| DATE | DESCRIPTION | DRAWN BY | | | |
| | | | | | |
| | | | <div style="display: flex; justify-content: space-between; align-items: center;"> <div> 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 </div> <div style="text-align: right;">  </div> </div> <div style="text-align: center; font-size: 24pt; font-weight: bold; margin-top: 10px;">GeoPoint</div> <div style="text-align: center; font-weight: bold;">Surveying, Inc.</div> | | |
| | | | | | |
| | | | | | |
| | | | | | |
| FILE PATH: P:\CYPRESS RIDGE\DESCRIPTIONS\CYPRESS RIDGE-CDD-DS.DWG LAST SAVED BY: JORDANM | | | | | |
| | | | | | 2 of 8 |

Description Sketch



BASIS OF BEARINGS

Bearings shown hereon are based on the South boundary of Section 21, Township 32 South, Range 20 East, Hillsborough County, Florida, having a Grid bearing of N.89°21'47"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

PROJECT: Cypress Ridge

Prepared For: Absolute Engineering

PHASE: CDD Boundary Description Sketch

DRAWN: JCM DATE: 10/1/20 CHECKED BY: BC

REVISIONS

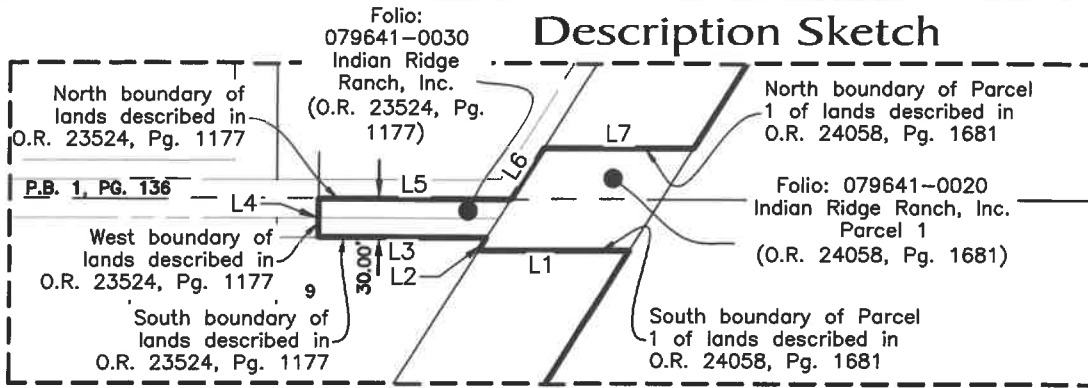
| DATE | DESCRIPTION | DRAWN BY |
|------|-------------|----------|
| | | |
| | | |
| | | |

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

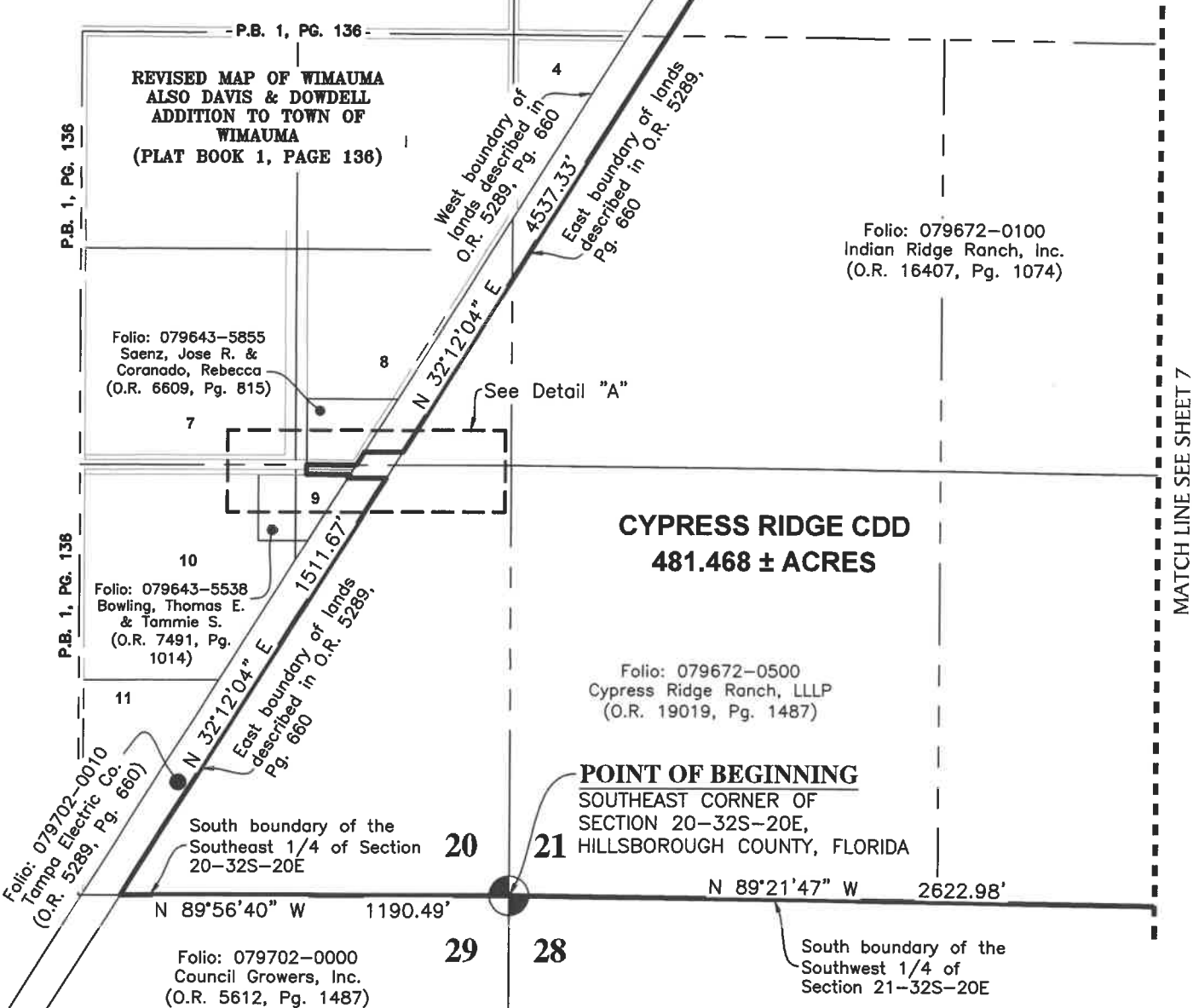
GeoPoint
Surveying, Inc.

Description Sketch



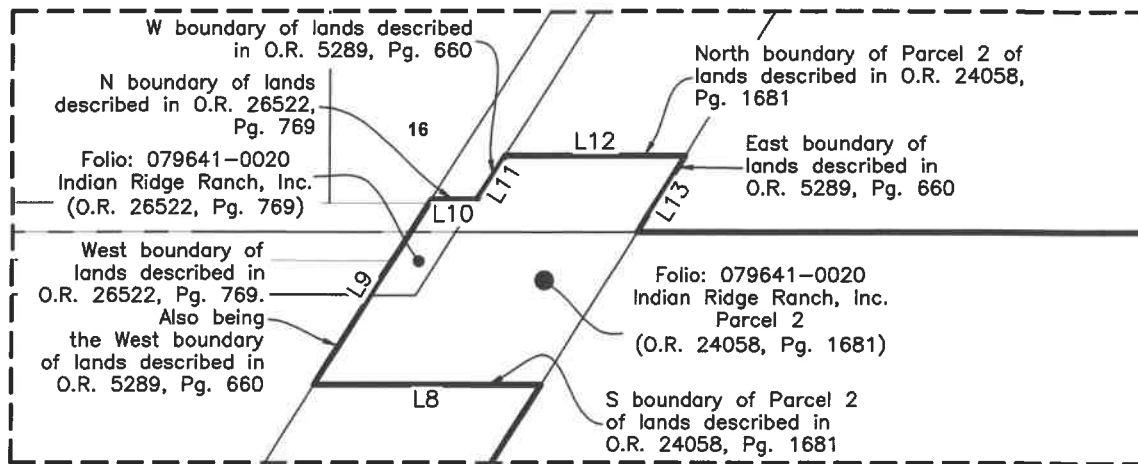
DETAIL "A"
SCALE: 1" = 150'

MATCH LINE SEE SHEET 5

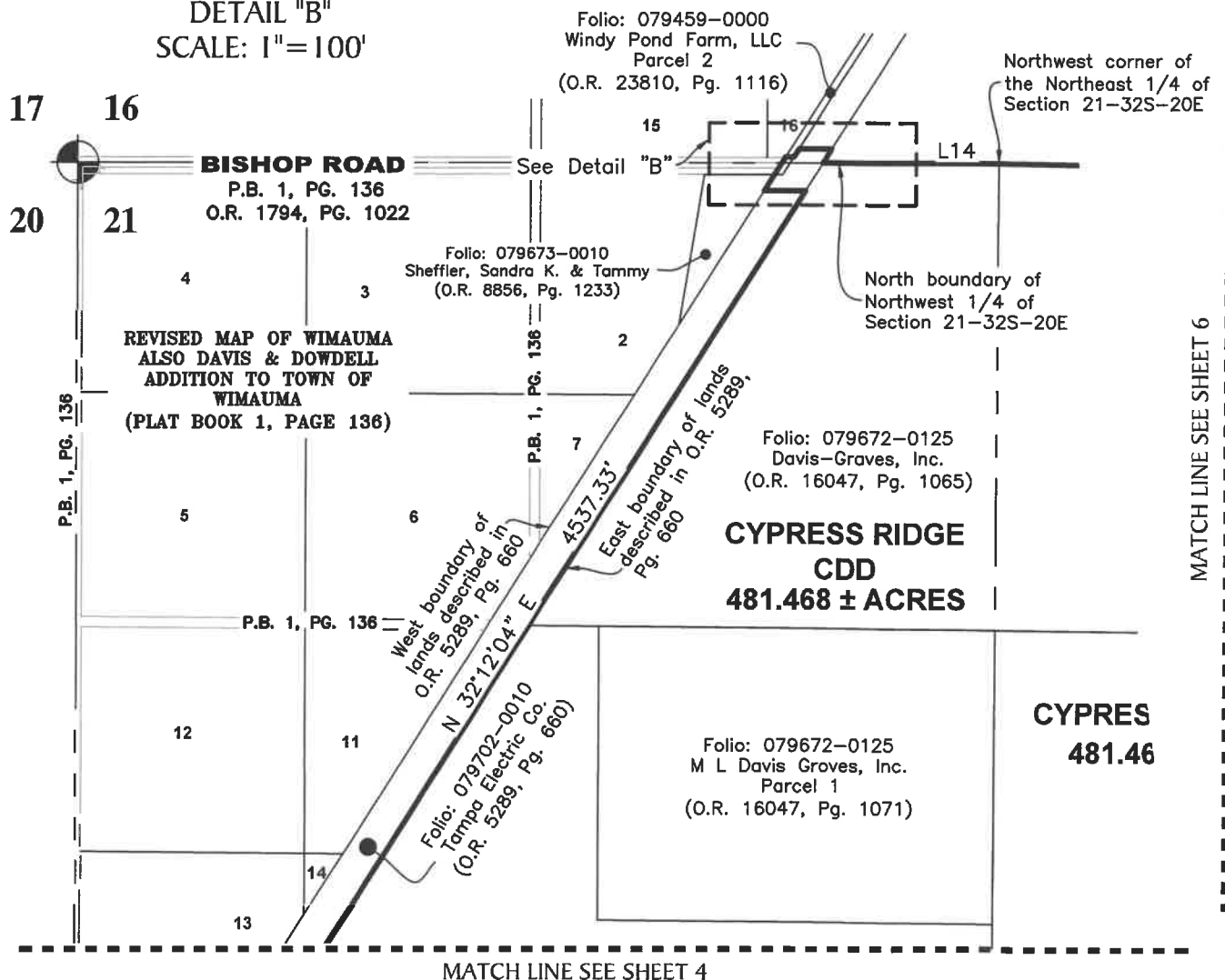


| PROJECT: Cypress Ridge | | | Prepared For: Absolute Engineering | | | | | | | | | | | | | | | | | | | | |
|---|-------------|---------------|------------------------------------|----------------|--|-----------|--|--|------|-------------|----------|--|--|--|--|--|--|--|--|--|--|--|--|
| PHASE: CDD Boundary Description Sketch | | | | | | | | | | | | | | | | | | | | | | | |
| DRAWN: JCM | | DATE: 10/1/20 | | CHECKED BY: BC | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DRAWN BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | | | | REVISIONS | | | DATE | DESCRIPTION | DRAWN BY | | | | | | | | | | | | |
| REVISIONS | | | | | | | | | | | | | | | | | | | | | | | |
| DATE | DESCRIPTION | DRAWN BY | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| FILE PATH: P:\CYPRESS RIDGE\DESCRIPTIONS\CYPRESS RIDGE-CDD-DS.DWG LAST SAVED BY: JORDANM | | | (Not A Survey) | | | | | | | | | | | | | | | | | | | | |
| 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 | | | | | | | | | | | | | | | | | | | | | | | |

Description Sketch



DETAIL "B"
SCALE: 1"=100'



MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 6

PROJECT: Cypress Ridge

Prepared For: Absolute Engineering

PHASE: CDD Boundary Description Sketch

DRAWN: JCM DATE: 10/1/20 CHECKED BY: BC

REVISIONS

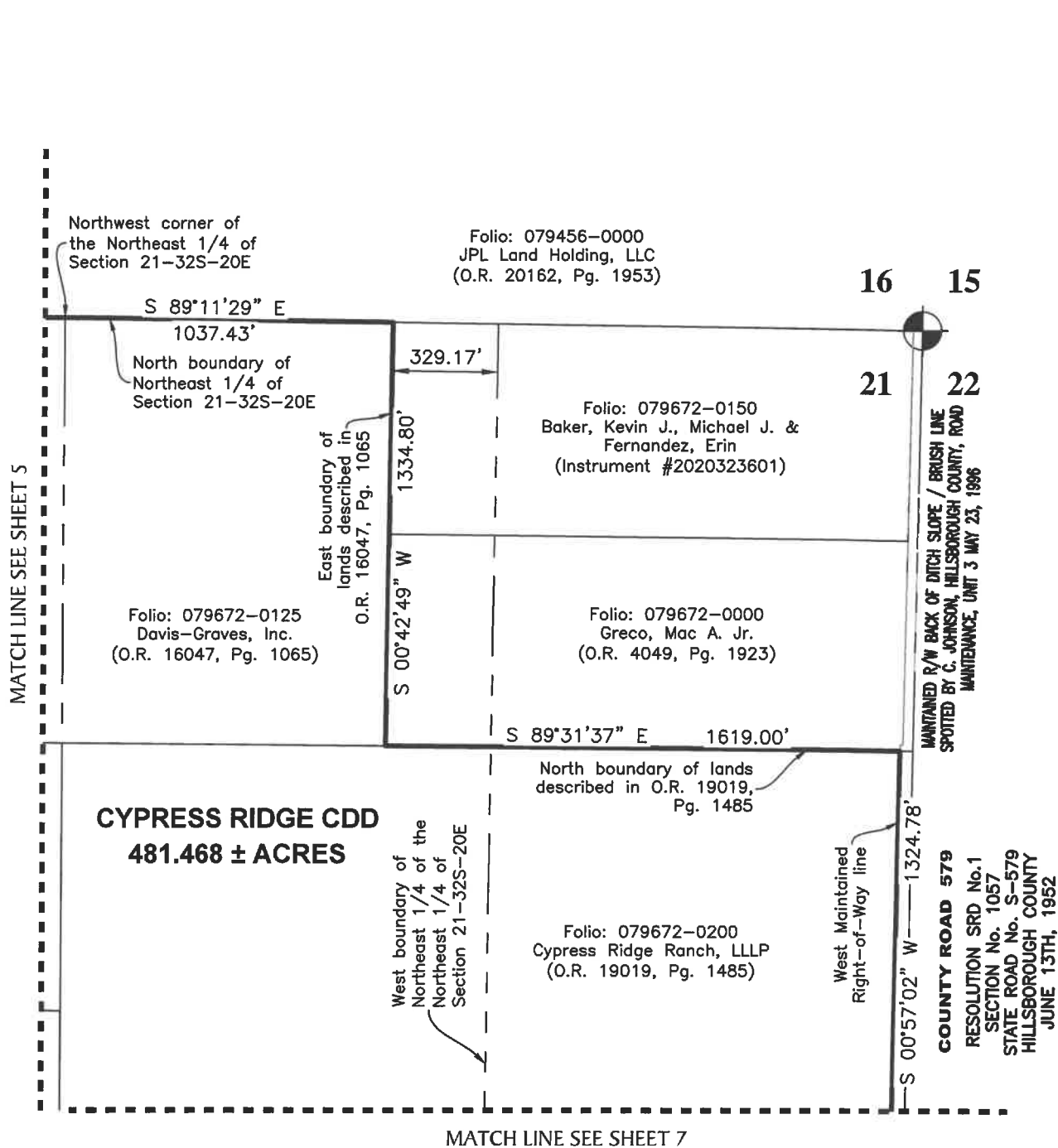
| DATE | DESCRIPTION | DRAWN BY |
|------|-------------|----------|
| | | |
| | | |
| | | |


(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

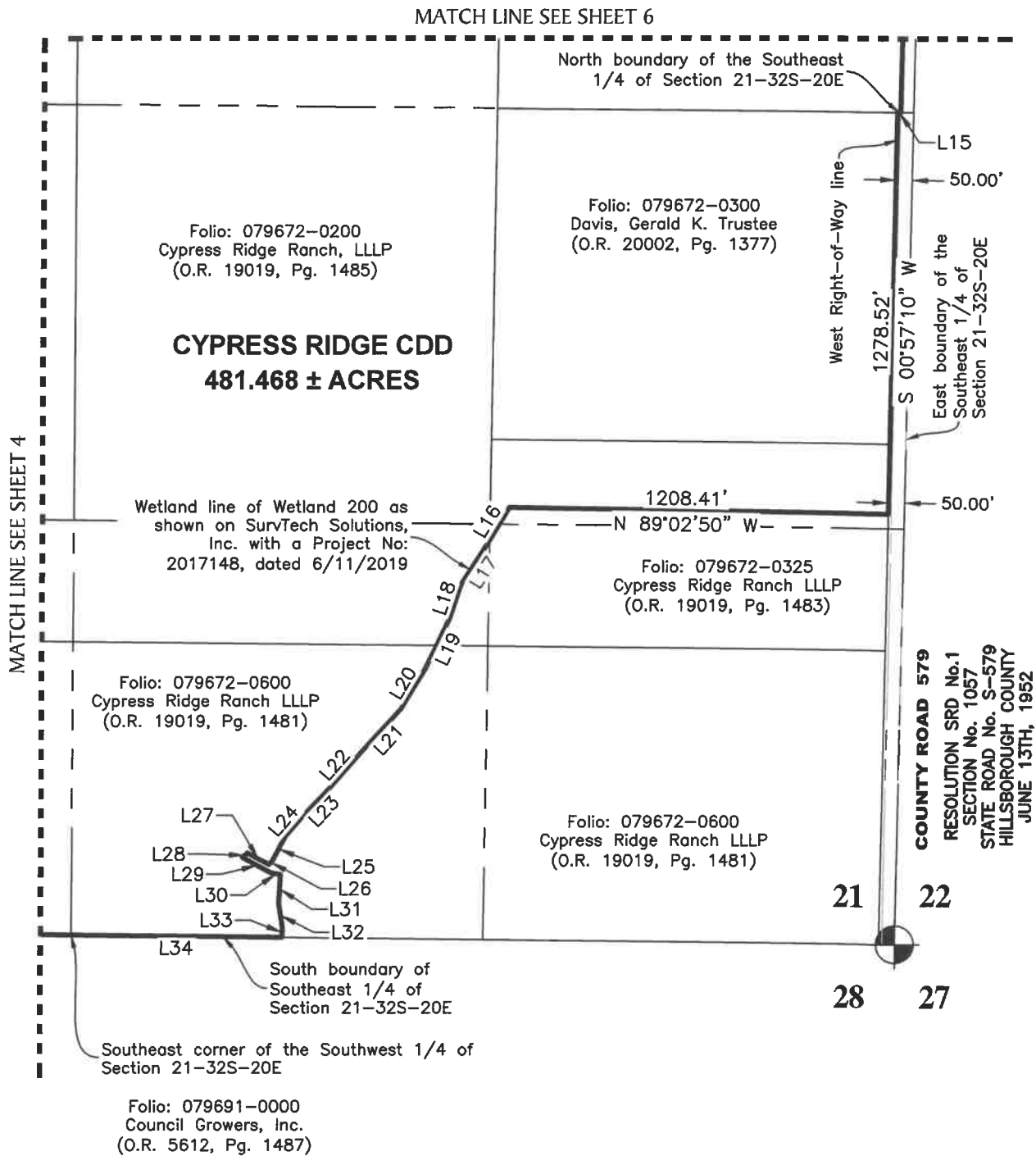
GeoPoint
Surveying, Inc.

Description Sketch



| | | | | | |
|--|---------------|----------------|------------------------------------|--|--|
| PROJECT: Cypress Ridge | | | Prepared For: Absolute Engineering | | |
| PHASE: CDD Boundary Description Sketch | | | (Not A Survey) | <div>213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768</div> <div> GeoPoint Surveying, Inc.</div> | |
| DRAWN: JCM | DATE: 10/1/20 | CHECKED BY: BC | | | |
| REVISIONS | | | | | |
| DATE | DESCRIPTION | DRAWN BY | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| FILE PATH: P:\CYPRESS RIDGE\DESCRIPTIONS\CYPRESS RIDGE-CDD-DS.DWG LAST SAVED BY: JORDANM | | | 6 of 8 | | |

Description Sketch



PROJECT: Cypress Ridge

PHASE: CDD Boundary Description Sketch

DRAWN: JCM DATE: 10/1/20 CHECKED BY: BC

REVISIONS

| DATE | DESCRIPTION | DRAWN BY |
|------|-------------|----------|
| | | |
| | | |
| | | |
| | | |

Prepared For: Absolute Engineering

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

LINE DATA TABLE

| NO. | BEARING | LENGTH |
|-----|---------------|---------|
| L1 | N 89°55'49" W | 118.09' |
| L2 | N 32°12'04" E | 11.80' |
| L3 | N 89°56'09" W | 131.80' |
| L4 | N 00°04'51" W | 30.00' |
| L5 | S 89°56'09" E | 150.72' |
| L6 | N 32°12'04" E | 47.24' |
| L7 | S 89°56'09" E | 118.09' |
| L8 | N 89°58'47" W | 118.15' |
| L9 | N 32°12'04" E | 114.20' |
| L10 | S 89°58'47" E | 23.63' |
| L11 | N 32°12'04" E | 26.97' |
| L12 | S 89°58'47" E | 94.52' |
| L13 | S 32°12'04" W | 47.06' |
| L14 | S 89°58'47" E | 499.31' |
| L15 | N 89°32'23" W | 9.90' |
| L16 | S 30°26'11" W | 146.34' |
| L17 | S 32°14'37" W | 141.92' |

LINE DATA TABLE

| NO. | BEARING | LENGTH |
|-----|---------------|---------|
| L18 | S 18°46'46" W | 115.22' |
| L19 | S 25°25'09" W | 176.77' |
| L20 | S 30°41'23" W | 147.54' |
| L21 | S 42°23'23" W | 207.91' |
| L22 | S 41°03'28" W | 129.55' |
| L23 | S 43°12'04" W | 133.67' |
| L24 | S 40°15'50" W | 80.07' |
| L25 | S 27°08'53" W | 82.96' |
| L26 | S 38°32'22" W | 15.33' |
| L27 | N 63°13'31" W | 80.86' |
| L28 | S 46°48'42" W | 21.21' |
| L29 | S 62°26'42" E | 107.82' |
| L30 | S 79°12'28" E | 27.67' |
| L31 | S 03°11'57" W | 91.25' |
| L32 | S 08°15'43" E | 77.72' |
| L33 | S 00°38'04" W | 31.66' |
| L34 | N 89°21'56" W | 675.08' |

PROJECT: Cypress Ridge

PHASE: CDD Boundary Description Sketch

DRAWN: JCM DATE: 10/1/20 CHECKED BY: BC

REVISIONS

| DATE | DESCRIPTION | DRAWN BY |
|------|-------------|----------|
| | | |
| | | |
| | | |
| | | |

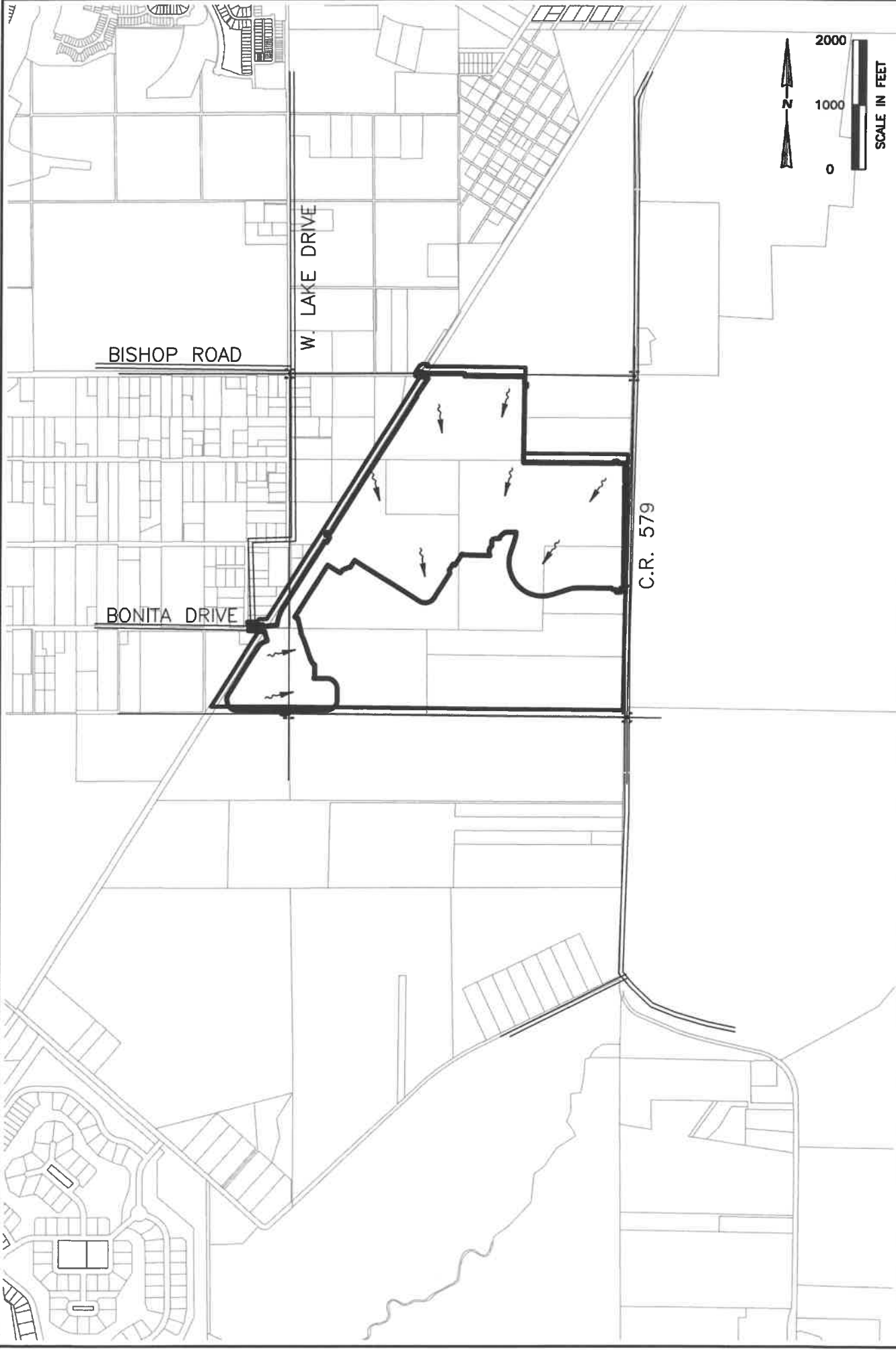
Prepared For: Absolute Engineering

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

**EXHIBIT 5:
DRAINAGE MAP**



AE ABSOLUTE ENGINEERING, INC.
 (813) 221-1516 TEL
 (813) 344-0100 FAX
 1000 N. ASHLEY DRIVE, SUITE 925
 TAMPA, FLORIDA 33602
 C.A. NO. 28358

EXHIBIT 5 - DRAINAGE MAP CYPRESS RIDGE SUBDIVISION

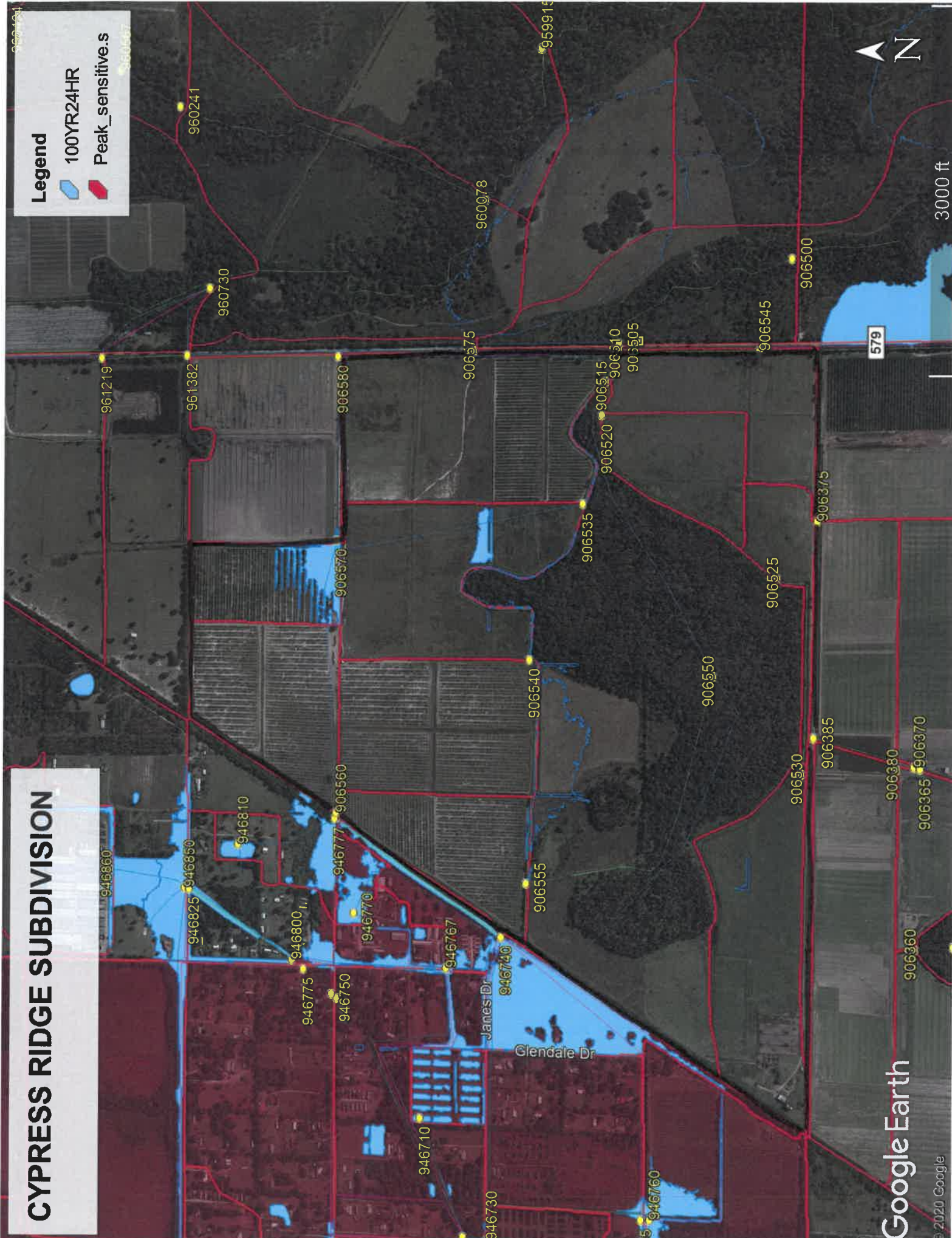
| SEC TWP RGE | JOB NUMBER | DRAWN BY | DATE | SHEET |
|----------------|---------------|----------|------------|-------|
| 16,20,21-32-20 | A20-0012-0002 | ROA | 10-01-2020 | 1 |

CYPRESS RIDGE SUBDIVISION

Legend

100YR24HR

Peak_sensitive.s



SCALE OF 1" = 500'
2057C0676

SCALE OF 1" = 500'
57C0678

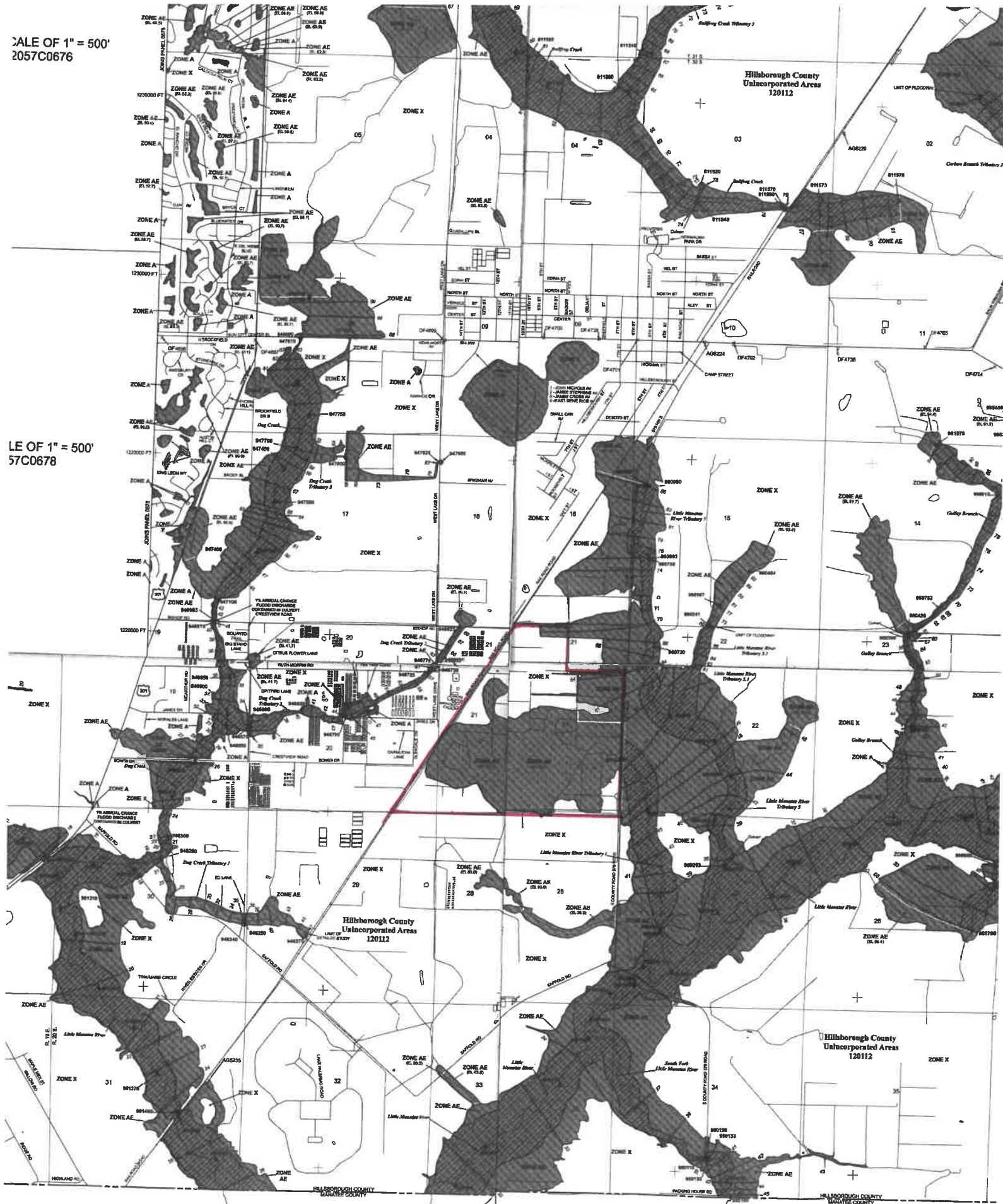


EXHIBIT 6:
UTILITY LOCATION MAP

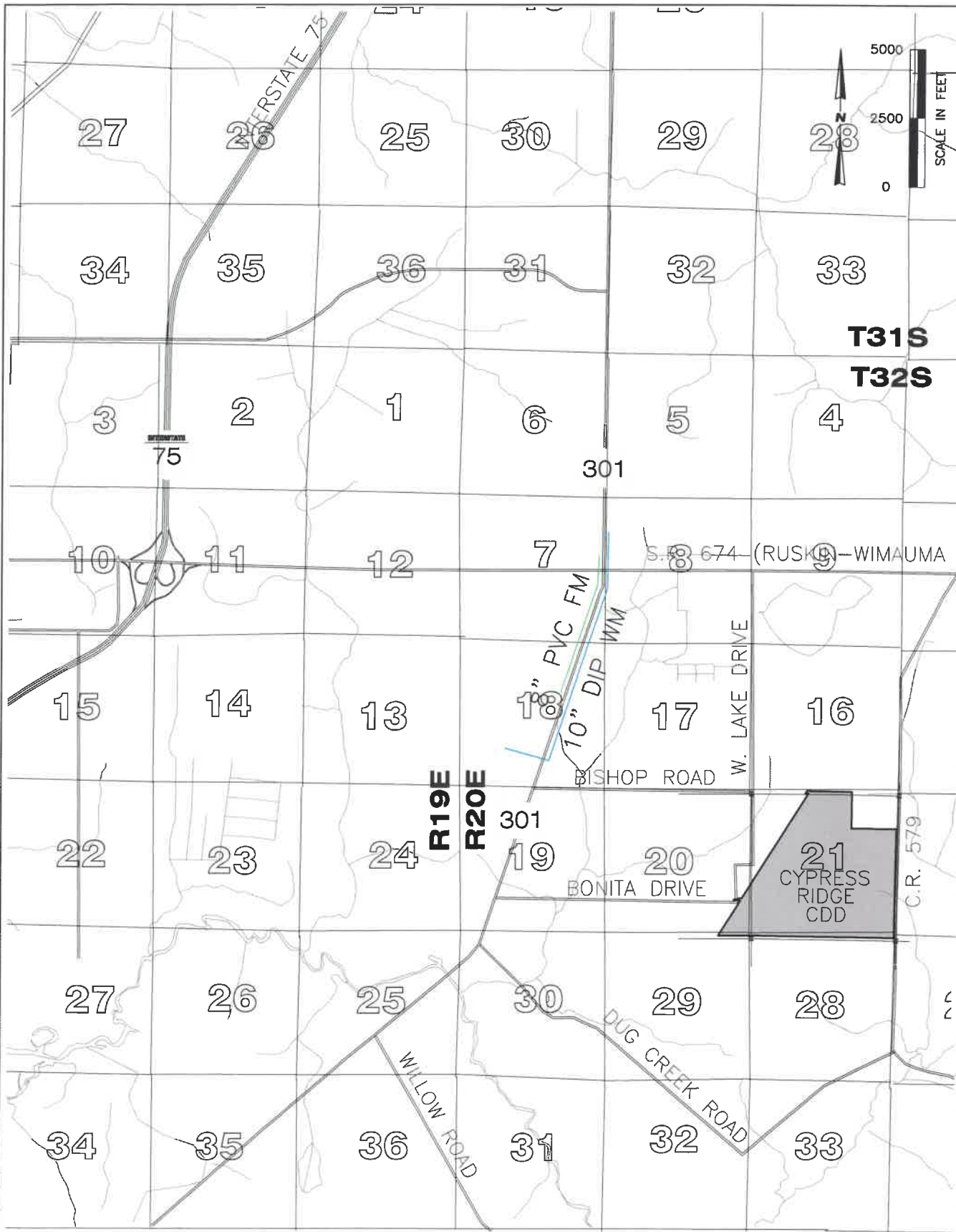


EXHIBIT 6 - UTILITY LOCATION MAP **CYPRESS RIDGE SUBDIVISION**

**ABSOLUTE
ENGINEERING, INC.**

| | | | | |
|--------------------------------------|------------------------------------|------------------------|---------------------------|-------------------|
| SEC TWP RGE 16,20,21-32-20 | JOB NUMBER A20-0012-0002 | DRAWN BY ROA | DATE 10-01-2020 | SHEET 1 |
|--------------------------------------|------------------------------------|------------------------|---------------------------|-------------------|

(813) 221-1516 TEL
 (813) 344-0100 FAX
 1000 N. ASHLEY DRIVE, SUITE 925
 TAMPA, FLORIDA 33602
 C.A. NO. 28358

EXHIBIT 7:
FUTURE LAND USE MAP

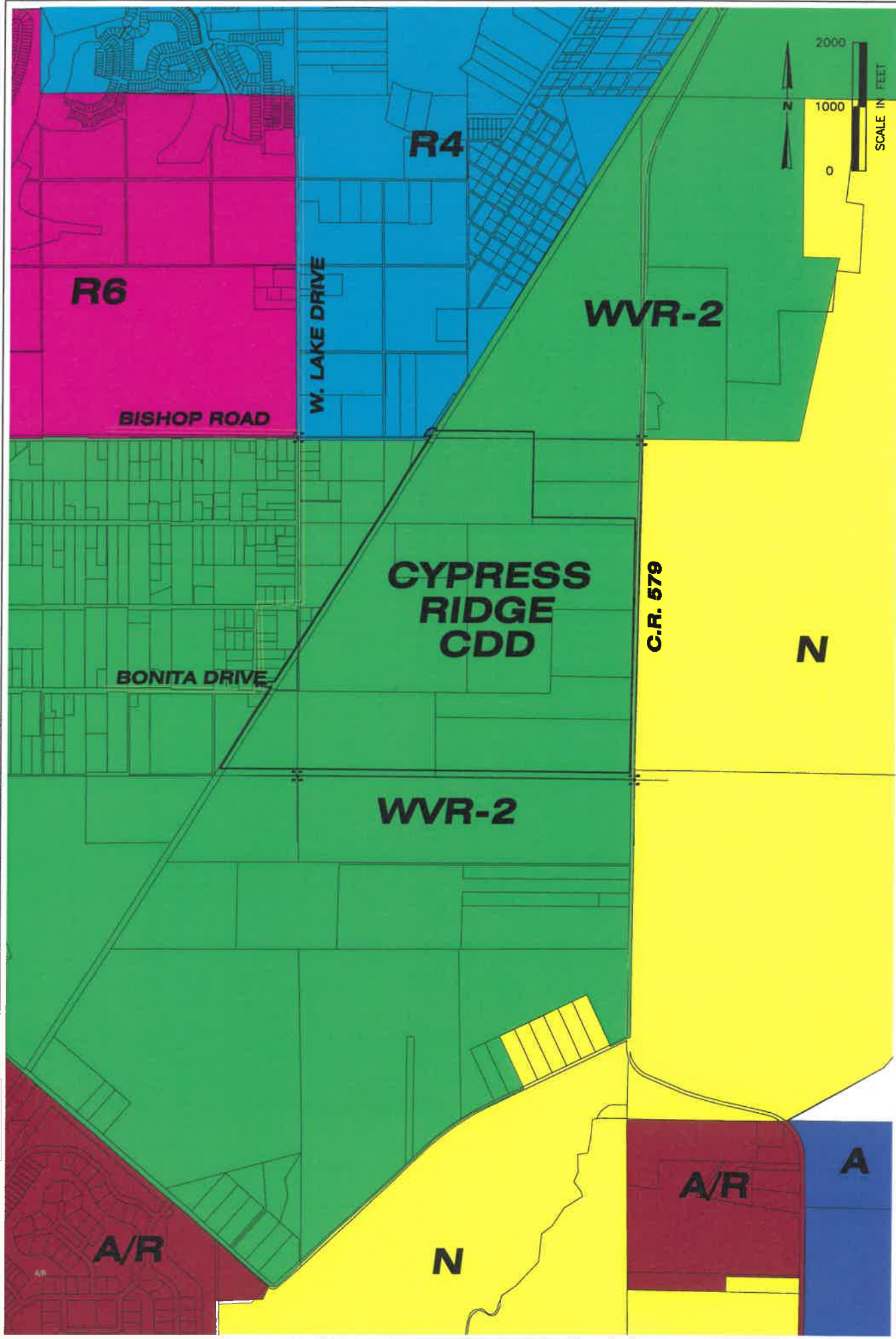


EXHIBIT 7 - FUTURE LAND USE MAP CYPRESS RIDGE SUBDIVISION

**ABSOLUTE
ENGINEERING, INC.**

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
(813) 221-1516 TEL
(813) 344-0100 FAX

| SEC TWP RGE | JOB NUMBER | DRAWN BY | DATE | SHEET |
|----------------|---------------|----------|------------|-------|
| 16,20,21-32-20 | A20-0012-0002 | ROA | 10-10-2020 | 1 |

**EXHIBIT 8:
ZONING MAP**

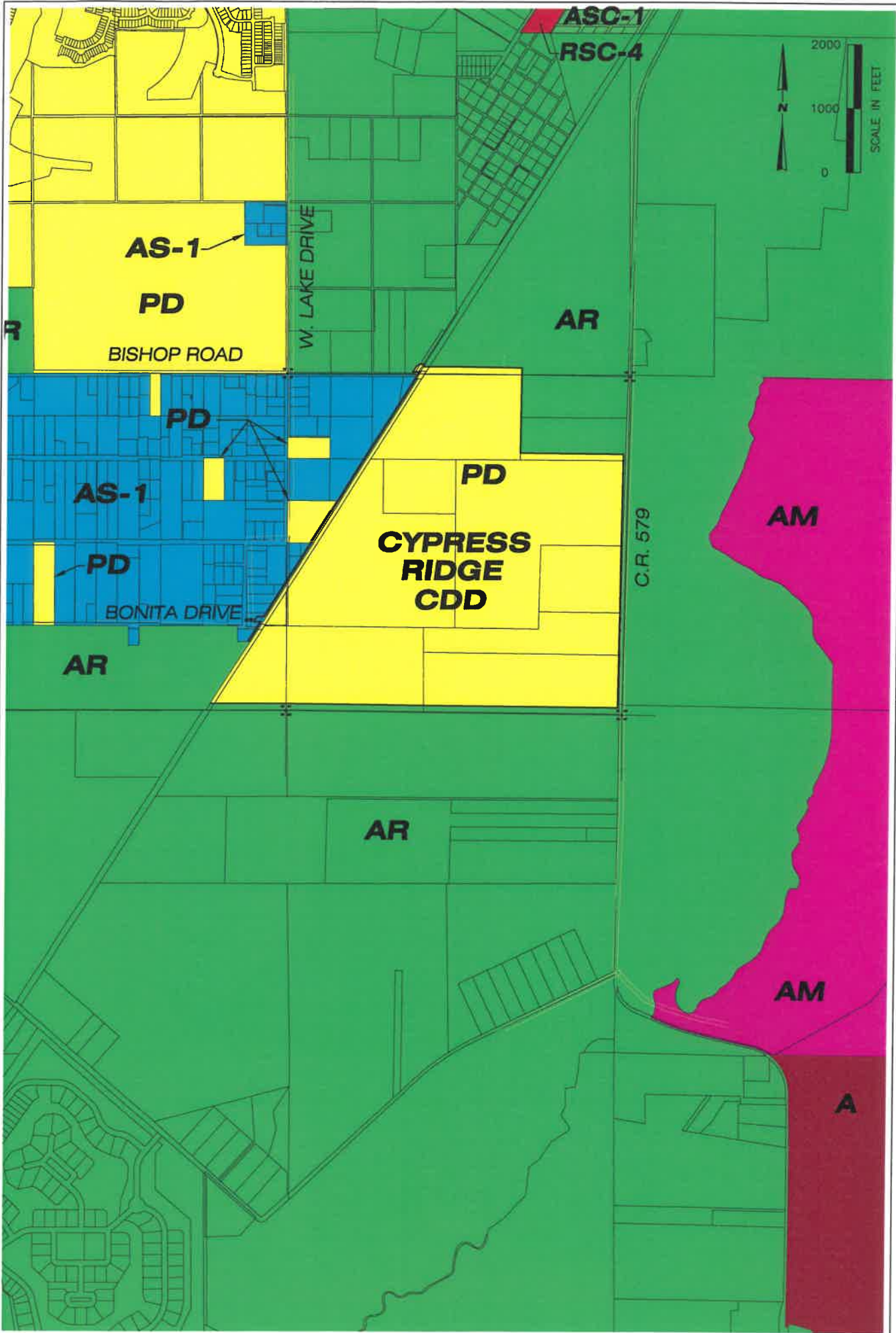


EXHIBIT 8 - ZONING MAP CYPRESS RIDGE SUBDIVISION

| SEC TWP RGE | JOB NUMBER | DRAWN BY | DATE | SHEET |
|----------------|---------------|----------|------------|-------|
| 16,20,21-32-20 | A20-0012-0002 | ROA | 10-10-2020 | 1 |

**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL
(813) 344-0100 FAX
C.A. NO. 28358
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602

SECTION VI

Prepared By and Return To

Roy Van Wyk, Esq.
Kilinski Van Wyk PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(PHASE 1, PHASE 2, AND PHASE 3 IMPROVEMENTS)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered as of this ____ day of March 2023, by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, whose mailing address is 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803 (**“Grantor”**) in favor of **CYPRESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (**“Grantee”** or the **“District”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in the Hillsborough County, Florida being more particularly described in **Exhibit “A”** attached hereto, and by this reference incorporated herein (collectively, the **“Easement Area”**); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements and associated drainage facilities, and other such improvements as authorized by law (collectively, the **“Improvements”**); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed, the Grantee acquires the Easement Area, or a plat is recorded which encompasses the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **TERM OF EASEMENT.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Hillsborough County, Florida, or (iii) upon recordation of a plat including the Easement Area, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **INSURANCE AND INDEMNITY.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party’s breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **BENEFICIARIES OF EASEMENT RIGHTS.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **AMENDMENTS AND WAIVERS.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hillsborough County, Florida, except as provided in Section 3 of this Agreement. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **USE OF EASEMENT AREA.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **LIENS.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **EFFECTIVE DATE.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **MISCELLANEOUS.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This

Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Hillsborough County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[Signatures contained on following pages]

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

“GRANTOR”

Signed, sealed and delivered
in the presence of:

**CLAYTON PROPERTIES GROUP,
INC.,** a Tennessee corporation

Print Name:_____

By: D. Joel Adams
Its: Vice President

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online notarization this ____ day of March, 2023, by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

“GRANTEE”

**CYPRESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered
in the presence of:

Print Name:_____

Chairperson, Board of Supervisors

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of March 2023, by Brian Walsh, as Chairperson of the Board of
Supervisors of the Cypress Ridge Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

EXHIBIT A
LEGAL DESCRIPTION
CYPRESS RIDGE CDD

DESCRIPTION: A portion of the Southeast 1/4 of Section 20 and a portion of Section 21, Township 32 South, Range 20 East, lying in Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 20; run thence along the South line of the Southeast 1/4 of said Section 20, N.89°56'40"W., a distance of 1190.49 feet to the East boundary of the lands described in Official Records Book 5289, Page 660 of the public records of Hillsborough County, Florida; thence along said East Boundary, N.32°12'04"E., a distance of 1511.67 feet to the South boundary of Parcel 1 of the lands described in Official Records Book 24058, Page 1681 of the public records of Hillsborough County, Florida; thence along said South boundary, N.89°55'49"W., a distance of 118.09 feet to the West boundary of the lands described in aforesaid Official Records Book 5289, Page 660; thence along said West boundary, N.32°12'04"E., a distance of 11.80 feet to the South boundary of the lands described in Official Records Book 23524, Page 1177 of the public records of Hillsborough County, Florida; thence along the South, West and North boundary of said lands the following three (3) courses: 1) N.89°56'09"W., a distance of 131.80 feet; 2) N.00°04'51"W., a distance of 30.00 feet; and 3) S.89°56'09"E., a distance of 150.72 feet to the aforesaid West boundary of the lands described in Official Records Book 5289, Page 660; thence along said West boundary, N.32°12'04"E., a distance of 47.24 feet to the North boundary of Parcel 1 of the lands described in aforesaid Official Records Book 24058, Page 1681; thence along said North boundary, S.89°56'09"E., a distance of 118.09 feet to the aforesaid East boundary of the lands described in Official Records Book 5289, Page 660; thence along said East boundary, N.32°12'04"E., a distance of 4537.33 feet to the South boundary of Parcel 2 of the aforesaid lands described in Official Records Book 24058, Page 1681; thence along said South boundary, N.89°58'47"W., a distance of 118.15 feet to the aforesaid West boundary of the lands described in Official Records Book 5289, Page 660; thence along said West boundary and the West boundary of the lands described in Official Records Book 26522, Page 769 of the public records in Hillsborough County, Florida, N.32°12'04"E., a distance of 114.20 feet to the North boundary of said lands described in Official Records Book 26522, Page 769; thence along said North boundary, S.89°58'47"E., a distance of 23.63 feet to the aforesaid West boundary of Official Records Book 5289, Page 660; thence along said West boundary, N.32°12'04"E., a distance of 26.97 feet to the North boundary of aforesaid Parcel 2; thence along said North boundary, S.89°58'47"E., a distance of 94.52 feet to the aforesaid East boundary of lands described in Official Records Book 5289, Page 660; thence along said East boundary, S.32°12'04"W., a distance of 47.06 feet to the North boundary of the Northwest 1/4 of aforesaid Section 21; thence along said North boundary S.89°58'47"E., a distance of 499.31 feet to the Northwest corner of the Northeast 1/4 of said Section 21; thence along the North boundary of said Northeast 1/4, S.89°11'29"E., a distance of 1037.43 feet to the East boundary of the lands described in Official Records Book 16047, Page 1065 of the public records of Hillsborough County, Florida; thence along said East boundary, S.00°42'49"W., a distance of 1334.80 feet to the North boundary of the lands described in Official Records Book 19019, Page 1485 of the public records of Hillsborough County, Florida; thence along said North boundary, S.89°31'37"E., a distance of 1619.00 feet to the West Maintained Right-of -Way line of County Road 579 per the resolution of SRD No.1 Section No. 1057 State Road No. S-579, Hillsborough County dated June 13th, 1952; thence along said West Maintained Right-of-Way line, S.00°57'02"W., a distance of

1324.78 feet to the North boundary of the Southeast 1/4 of said Section 21; thence along said North boundary, N.89°32'23"W., a distance of 9.90 feet to the West Right-of-Way line of said County Road 579 said line also being 50 feet West of and parallel with the East boundary of said Southeast 1/4; thence along said West Right-of-Way line, S.00°57'10"W., a distance of 1278.52 feet; thence N.89°02'50"W., a distance of 1208.41 feet; thence S.30°26'11"W., a distance of 146.34 feet; thence S.32°14'37"W., a distance of 141.92 feet; thence S.18°46'46"W., a distance of 115.22 feet; thence S.25°25'09"W., a distance of 176.77 feet; thence S.30°41'23"W., a distance of 147.54 feet; thence S.42°23'23"W., a distance of 207.91 feet; thence S.41°03'28"W., a distance of 129.55 feet; thence S.43°12'04"W., a distance of 133.67 feet; thence S.40°15'50"W., a distance of 80.07 feet; thence S.27°08'53"W., a distance of 82.96 feet; thence S.38°32'22"W., a distance of 15.33 feet; thence N.63°13'31"W., a distance of 80.86 feet; thence S.46°48'42"W., a distance of 21.21 feet; thence S.62°26'42"E., a distance of 107.82 feet; thence S.79°12'28"E., a distance of 27.67 feet; thence S.03°11'57"W., a distance of 91.25 feet; thence S.08°15'43"E., a distance of 77.72 feet; thence S.00°38'04"W., a distance of 31.66 feet to the South boundary of said Southeast 1/4; thence along said South boundary, N.89°21'56"W., a distance of 675.08 feet to the Southeast corner of the Southwest 1/4 of said Section 21; thence along the South line of said Southwest 1/4, N.89°21'47"W., a distance of 2622.98 feet to the **POINT OF BEGINNING**.

Containing 481.468 acres, more or less.

SECTION VII

SECTION C

SECTION 1

Cyrpress Ridge

Community Development District

Summary of Checks

October 01, 2022 through January 31,2023

| Bank | Date | Check No.'s | | Amount |
|--------------|----------|-------------|----|-----------|
| General Fund | | | | |
| | 10/7/22 | 67-68 | \$ | 11,721.67 |
| | 10/21/22 | 69-73 | \$ | 4,138.30 |
| | 12/5/22 | 74 | \$ | 36.50 |
| | 1/19/23 | 75 | \$ | 3,166.67 |
| | 1/26/23 | | \$ | 6,336.94 |
| Total \$ | | | | 25,400.08 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|----------------------------------|-------|-----------------------------------|--|-------------|--------|-----------|----------------------------|
| 11/18/22 | 00002 | 11/01/22 22 | 202211 310-51300-34000 | | * | 2,916.67 | |
| | | | MANAGEMENT FEES - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-35200 | | * | 100.00 | |
| | | | WEBSITE MANAGEMENT-NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-35100 | | * | 150.00 | |
| | | | INFORMATION TECH - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 330-57200-48300 | | * | 416.67 | |
| | | | AMENITY ACCESS - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-51000 | | * | .12 | |
| | | | OFFICE SUPPLIES | | | | |
| 11/01/22 | | 22 | 202211 310-51300-42000 | | * | 2.28 | |
| | | | POSTAGE | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | 3,585.74 | 000073 |
| 1/23/23 | 00002 | 11/01/22 22 | 202211 310-51300-34000 | | V | 2,916.67- | |
| | | | MANAGEMENT FEES - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-35200 | | V | 100.00- | |
| | | | WEBSITE MANAGEMENT-NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-35100 | | V | 150.00- | |
| | | | INFORMATION TECH - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 330-57200-48300 | | V | 416.67- | |
| | | | AMENITY ACCESS - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-51000 | | V | .12- | |
| | | | OFFICE SUPPLIES | | | | |
| 11/01/22 | | 22 | 202211 310-51300-42000 | | V | 2.28- | |
| | | | POSTAGE | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | 3,585.74- | 000073 |
| 12/05/22 | 00012 | 11/13/22 4829 | 202210 310-51300-31500 | | * | 36.50 | |
| | | | RSRCH FEMA RQRMNTS/ASTNCE | | | | |
| KE LAW GROUP, LLCP | | | | | | 36.50 | 000074 |
| 1/19/23 | 00002 | 12/01/22 23 | 202212 310-51300-34000 | | * | 2,916.67 | |
| | | | MANAGEMENT FEES - DEC 22 | | | | |
| 12/01/22 | | 23 | 202212 310-51300-35200 | | * | 100.00 | |
| | | | WEBSITE MANAGEMENT-DEC 22 | | | | |
| 12/01/22 | | 23 | 202212 310-51300-35100 | | * | 150.00 | |
| | | | INFORMATION TECH - DEC 22 | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | 3,166.67 | 000075 |
| 1/26/23 | 00002 | 11/01/22 22 | 202211 310-51300-34000 | | * | 2,916.67 | |
| | | | MANAGEMENT FEES - NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-35200 | | * | 100.00 | |
| | | | WEBSITE MANAGEMENT-NOV 22 | | | | |
| 11/01/22 | | 22 | 202211 310-51300-35100 | | * | 150.00 | |
| | | | INFORMATION TECH - NOV 22 | | | | |

CRCD CYPRESS RIDGE IARAUJO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|----------------------------------|-------|-----------------------------------|--|---------------------------|--------|-----------|----------------------------|
| 11/01/22 | 22 | 202211 | 310-51300-51000 | OFFICE SUPPLIES | * | .12 | |
| 11/01/22 | 22 | 202211 | 310-51300-42000 | POSTAGE | * | 2.28 | |
| 1/01/23 | 24 | 202301 | 310-51300-34000 | MANAGEMENT FEES - JAN 23 | * | 2,916.67 | |
| 1/01/23 | 24 | 202301 | 310-51300-35200 | WEBSITE MANAGEMENT-JAN 23 | * | 100.00 | |
| 1/01/23 | 24 | 202301 | 310-51300-35100 | INFORMATION TECH - JAN 23 | * | 150.00 | |
| 1/01/23 | 24 | 202301 | 310-51300-51000 | OFFICE SUPPLIES | * | .06 | |
| 1/01/23 | 24 | 202301 | 310-51300-42500 | COPIES | * | 1.14 | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | 6,336.94 | 000076 |
| TOTAL FOR BANK A | | | | | | 25,400.08 | |
| TOTAL FOR REGISTER | | | | | | 25,400.08 | |

SECTION 2

Cypress Ridge
Community Development District

Unaudited Financial Reporting
January 31, 2023



Table of Contents

| | | |
|---|-------|---------------|
| 1 | <hr/> | Balance Sheet |
|---|-------|---------------|

| | | |
|---|-------|--------------|
| 2 | <hr/> | General Fund |
|---|-------|--------------|

| | | |
|---|-------|----------------|
| 3 | <hr/> | Month to Month |
|---|-------|----------------|

Cypress Ridge
Community Development District
Combined Balance Sheet
January 31, 2023

| | <i>General Fund</i> | <i>Total Governmental Fund</i> |
|---|-------------------------|------------------------------------|
| Assets: | | |
| Operating Account | \$ 20,310 | \$ 20,310 |
| Total Assets | \$ 20,310 | \$ 20,310 |
| Liabilities: | | |
| Accounts Payable | \$ - | \$ - |
| Total Liabilities | \$ - | \$ - |
| Fund Balances: | | |
| Nonspendable: | | |
| Deposits and Prepaid Items | \$ - | \$ - |
| Unassigned | \$ 20,310 | \$ 20,310 |
| Total Fund Balances | \$ 20,310 | \$ 20,310 |
| Total Liabilities & Fund Balance | \$ 20,310 | \$ 20,310 |

Cypress Ridge
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2023

| | Adpoted Budget | Prorated Budget Thru 01/31/23 | Actual Thru 01/31/23 | Variance |
|--|-------------------|----------------------------------|-------------------------|------------------|
| Revenues | | | | |
| Developer Contributions | \$ 217,800 | \$ 20,000 | \$ 20,000 | \$ - |
| Total Revenues | \$ 217,800 | \$ 20,000 | \$ 20,000 | \$ - |
| Expenditures: | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 12,000 | \$ 4,000 | \$ - | \$ 4,000 |
| Engineering | \$ 15,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Attorney | \$ 25,000 | \$ 8,333 | \$ 37 | \$ 8,297 |
| Annual Audit | \$ 4,000 | \$ - | \$ - | \$ - |
| Assessment Administration | \$ 5,000 | \$ - | \$ - | \$ - |
| Arbitrage | \$ 450 | \$ - | \$ - | \$ - |
| Dissemination | \$ 5,000 | \$ - | \$ - | \$ - |
| Trustee Fees | \$ 3,600 | \$ - | \$ - | \$ - |
| Management Fees | \$ 35,000 | \$ 11,667 | \$ 11,667 | \$ (0) |
| Information Technology | \$ 1,800 | \$ 600 | \$ 600 | \$ - |
| Website Maintenance | \$ 1,200 | \$ 400 | \$ 400 | \$ - |
| Postage & Delivery | \$ 600 | \$ 200 | \$ 2 | \$ 198 |
| Insurance | \$ 5,000 | \$ 5,000 | \$ 5,375 | \$ (375) |
| Printing & Binding | \$ 850 | \$ 283 | \$ 1 | \$ 282 |
| Legal Advertising | \$ 7,500 | \$ 2,500 | \$ - | \$ 2,500 |
| Contingency | \$ 5,000 | \$ 1,667 | \$ 210 | \$ 1,457 |
| Office Supplies | \$ 625 | \$ 208 | \$ 0 | \$ 208 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative | \$ 127,800 | \$ 40,033 | \$ 18,466 | \$ 21,567 |
| <u>Operations & Maintenance</u> | | | | |
| <u>Field Expenses</u> | | | | |
| Property Insurance | \$ 10,000 | \$ - | \$ - | \$ - |
| General Field Contingency | \$ 75,000 | \$ - | \$ - | \$ - |
| Total Operations & Maintenance | \$ 85,000 | \$ - | \$ - | \$ - |
| <u>Amenity Expenses</u> | | | | |
| Amenity Access Management | \$ 5,000 | \$ - | \$ - | \$ - |
| Total Operations & Maintenance | \$ 5,000 | \$ - | \$ - | \$ - |
| Total Expenditures | \$ 217,800 | \$ 40,033 | \$ 18,466 | \$ 21,567 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | | \$ 1,534 | |
| Fund Balance - Beginning | \$ - | | \$ 18,776 | |
| Fund Balance - Ending | \$ - | | \$ 20,310 | |

Cypress Ridge
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--|-------------------|-------------------|-------------------|------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------------|
| Revenues | | | | | | | | | | | | | |
| Developer Contributions | \$ - | \$ - | \$ - | \$ 20,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 20,000 |
| Total Revenues | \$ - | \$ - | \$ - | \$ 20,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 20,000 |
| Expenditures: | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | |
| Supervisor Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Engineering | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Attorney | \$ 37 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 37 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Assessment Administration | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Arbitrage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dissemination | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Trustee Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Management Fees | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 11,667 |
| Information Technology | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 600 |
| Website Maintenance | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400 |
| Postage & Delivery | \$ - | \$ 2 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2 |
| Insurance | \$ 5,375 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,375 |
| Printing & Binding | \$ - | \$ - | \$ - | \$ 1 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1 |
| Legal Advertising | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Contingency | \$ 210 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 210 |
| Office Supplies | \$ - | \$ 0 | \$ - | \$ 0 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 0 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total Expenditures | \$ 8,963 | \$ 3,169 | \$ 3,167 | \$ 3,168 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 18,466 |
| Excess (Deficiency) of Revenues over Expenditures | \$ (8,963) | \$ (3,169) | \$ (3,167) | \$ 16,832 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,534 |