

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
SPECIAL MEETING
NOVEMBER 28, 2017**

**CYPRESS PRESERVE
COMMUNITY DEVELOPMENT DISTRICT AGENDA**

Tuesday, November 28, 2017

2:30 P.M.

The Land O' Lakes Branch Library

Located at 2818 Collier Parkway Land O' Lakes, FL 34639

District Board of Supervisors	Chair	Brian Howell
	Assistant Secretary	Eric Davidson
	Vice-Chair	Debby Hukill
		Vacant
		Vacant
District Manager	Meritus	Brian Lamb
District Attorney	Straley Robin Vericker	Vivek K. Babbar
District Engineer	Florida Design Consultants	Paul Skidmore

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at **2:30 p.m.**

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, who can aid you in contacting the District Office.

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

November 28, 2017
Board of Supervisors
Cypress Preserve Community Development District

Dear Board Members:

The Special Meeting of Cypress Preserve Community Development District will be held on **November 28, 2017 at 2:30 p.m.** at the Land O' Lakes Branch Library located at 2818 Collier Parkway Land O' Lakes, FL 34639. The following is the Agenda for the Meeting:

Call-In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of the First Supplemental Assessment Methodology Report Tab 01
 - B. Consideration of Resolution 2018-03; Delegated Bond Award Resolution Tab 02
 - i. Bond Purchase Contract Page 25
 - ii. Preliminary Limited Offering Memorandum Page 61
 - iii. Continuing Disclosure Agreement Page 125
 - C. Consideration of Landscaping and Irrigation Improvements Proposals Tab 03
 - i. Amazing National Service Group Page 138
 - ii. Cornerstone Solutions Group Page 195
 - iii. Green Construction Technologies Page 199
 - iv. Smith Landscape Services Page 228
 - v. Sunrise Landscaping Inc. Page 232
 - D. Other Bond Documents & Matters Related to Financing *Under Separate Cover*
 - E. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Regular Board Meeting November 7, 2017 Tab 04
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 6. SUPERVISORS REQUEST AND COMMENTS**
- 7. PUBLIC COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,



CYPRESS PRESERVE
COMMUNITY
DEVELOPMENT
DISTRICT

FIRST SUPPLEMENTAL
ASSESSMENT
METHODOLOGY REPORT

ASSESSMENT AREA ONE



DMS District
Management
Services
A Meritus Company. Solutions for Better Communities.

Report Date:
November 27, 2017

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I. INTRODUCTION

This *Cypress Preserve Community Development District First Supplemental Assessment Methodology Report – Assessment Area One* (the “First Supplemental Report”) serves to update and amend the basis of benefit allocation and assessment methodology to support the financing plan relating to the Cypress Preserve Community Development District (the “District”) as initially described in the *Cypress Preserve Community Development District Master Assessment Methodology Report – Assessment Area One* (the “Master Report”) dated November 7, 2017. Those lands within Assessment Area One (as defined below) of the District are generally described in the Engineer’s Report (as defined below) as Phase 1 and are further described in Exhibit B of this First Supplemental Report.

II. DEFINED TERMS

“Assessable Property:” – all property within the District that receives a special benefit from the CIP.

“Assessment Area One” (AA1) – 275.64 gross acres within the District identified by legal description within the District as defined by the District Engineer. The Development Plan contemplates 487 Units.

“Assessment Area One” (AA1) – 167.75 gross acres within the District identified by legal description within the District as defined by the District Engineer. The Development Plan contemplates 353 Units.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Engineer Report.

“Developer” – Cypress Preserve 841, LLC

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

“District” – Cypress Preserve Community Development District, 443.39 gross acres with the Development Plan for 840 Units.

“Engineer’s Report” – *Engineer’s Report for Cypress Preserve Community Development District*, dated June 26, 2017 and supplemented on October 23, 2017.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – private property subdivided as a portion of gross acreage by virtue of the platting process.



“Product Type” – Classification assigned by the District Engineer to dissimilar Lot products and size for the development of the vertical construction.

“Unplatted Parcels” – gross acreage intended for subdivision and platting pursuant to the Development Plan.

“Unit(s)” – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

“AAI Master Report” or “Report” – The *Master Assessment Methodology Report Assessment Area One*, dated November 7, 2017 as provided to support benefit and Maximum Assessments Liens on private developable property within Assessment Area One.

III. OBJECTIVE

The objective of the AAI Supplemental Assessment Methodology Report is to:

- A. Update the costs, as established in the Master Report, associated with the Capital Improvement Program (“CIP”) to develop the entire District and allocate a portion of those costs to the Assessment Area One Project (as defined below);
- B. Identify the District’s capital improvement program for the entire project to be financed, constructed and/or acquired by the District and refine the benefits, as initially defined in the Master Report, to the Assessment Area One properties (herein the “Assessment Area One Project”);
- C. Determine a fair and equitable method of spreading the associated costs to the benefiting properties within Assessment Area One and ultimately to the individual units therein; and
- D. Provide a basis for the placement of a lien on the assessable lands within Assessment Area One that benefit from the District’s CIP, as outlined by the Engineer’s Report.

The basis of benefit received by properties within Assessment Area One relates directly to the proposed CIP allocable to Assessment Area One. It is the District’s Assessment Area One Project that will create the public infrastructure which enables the assessable properties within Assessment Area One of the District to be developed and improved. Without these public improvements, which include drainage & surface water management system, onsite roadways, onsite utilities, off-site utilities and roadway improvements, professional fees and environmental and recreational improvements, the development of lands within Assessment Area One of the District could not be undertaken within the current legal development standards. The main objective of this First Supplemental Report is to further refine, update and amend the Master Report, which established a basis on which to quantify and allocate the special benefit provided by a portion of the CIP to the District’s Assessment Area One. A detailed allocation methodology and finance plan will be utilized to equitably distribute certain CIP costs upon properties within Assessment Area One based upon the level of benefit received. This First Supplemental Report will outline the latest proposed financing structure and assessment methodology for the Bonds (as defined herein) to be issued by the District, consistent with the maximum long-term assessment associated with the portion of the CIP allocable to Assessment Area One as defined by the Master Report. The methodology consultant will distribute supplemental report(s), as necessary, in connection with further updates and/or revisions to the finance plan. Supplemental reports will be created to stipulate amended terms,



interest rates, developer contributions, issuance costs, and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts.

The District will issue Special Assessment Bonds (the “Bonds”) to finance the construction and/or acquisition of all or a portion of the Assessment Area One Project which will provide special benefit to all assessable parcels within Assessment Area One. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those properties benefiting from the improvements within Assessment Area One. Non-ad valorem assessments will be collected each year to provide the funding necessary to remit Bond debt service payments and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this First Supplemental Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190, and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

IV. DISTRICT & ASSESSMENT AREA ONE OVERVIEW

The District encompasses 443.39 acres and is located in Lee County, Florida within Sections 8, 16 and 17, Township 25 South, Range 18 East. The Developer of the property within AA1 and AA2 has created the overall Development Plan which the District Engineer outlined within the Engineer’s Report. The CIP for the District contemplated two phases for construction and/or acquisition. The AA1 boundary consists of 275.64 gross acres and the Development Plan for AA1 projects 487 Platted Units. AA2 boundaries consist of 165.75 gross acres. 353 Units are contemplated by the current Development Plan for AA2. The complete Development Plan will consist of 840 units as detailed within Table 1. All 840 units within the Development Plan are contained within AA1 or AA2.

V. CAPITAL IMPROVEMENT PROGRAM (CIP)

The District and Developer are undertaking the responsibility of providing public infrastructure necessary to develop the District’s Assessment Area One. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to assessable lands within Assessment Area One or assessable lands within Assessment Area One or both Assessment Areas. The drainage and surface water management system are an example of a system that provides benefit to all units within Assessment Area One. As a system of improvements, all private landowners of Assessment Area One property benefit the same from the first few feet of pipe as they do from the last few feet. As an example, the storm water management system; as an interrelated facility which, by its design and interconnected control structures, provides a consistent level of protection to the entire Phase I development program, and thus all landowners within Assessment Area One.

The District Engineer has identified the infrastructure, and respective costs, to be acquired and/or constructed as part of the CIP. The CIP includes drainage & surface water management system, onsite roadways, onsite utilities, off-site utilities and roadway improvements, professional fees and environmental and recreational improvements. The total cost of the CIP improvements providing benefit to Assessment Area One is estimated to be approximately \$16,872,879 and is



generally described within Tables 2 and 3 of this First Supplemental Report with further detail provided in the Engineer's Report.

It is imperative to note that the costs within Phase 1 (\$16,872,879) and Phase 2 (\$9,746,950) of the CIP and Development Plan have two benefit categories, "Unique" and "Common". Unique Costs are defined by the Engineer as cost benefiting those Units or Planned Units specifically within the defined areas of AA1 or AA2, whereas Common Costs benefit all Units or Planned Units within AA1 and AA2, collectively within the District.

VI. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District's CIP contains a "system of improvements" for each AA1 and AA2 except for common improvements which benefit both AA1 and AA2; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all private developable properties receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement, above. Finally, the specific benefit to the properties is equal to or exceeds the cost of the assessments to be levied on the benefited properties (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, certifying compliance with the second and third requirements necessary to establish valid special assessment requires a more analytical examination. As required by F.S. 170.02, and described in the next section entitled "Allocation Methodology," this approach involves identifying and assigning value to specific benefits being conferred upon the various benefitting properties, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property. The Development Plan contains a mix of single family home sites. The method of apportioning benefit to the planned product mix can be related to development density and intensity where it "equates" the estimated benefit conferred to a specific single-family unit type. This is done to implement a fair and equitable method of apportioning benefit.

The second and third requirements are the key elements in defining a valid special assessment. A reasonable estimate of the proportionate special benefits received from the CIP is demonstrated in the calculation of an equivalent assessment unit (EAU), further described in the next section.



The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the property. These benefits are derived from the acquisition and/or construction of the District's CIP. The allocation of responsibility for the payment of special assessments, being associated with the special assessment liens encumbering AA1, has been apportioned according to a reasonable estimate of the special benefits provided, consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of AA1 will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that property.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s) and other community prepaids. To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to lot product average front footage.

The Developer has advised that development of land in the District will include an amenity center with related recreational facilities such as a playground and pool facilities. Based upon representations of the Developer, it is the District's understanding that they will be owned and operated by the Development's property owners' association as common areas and consequently owned exclusively by 840 residential landowners in the District and open to all residents of the District. While it is beyond question that the amenity center with related recreational facilities will benefit from the provision of the Assessment Area One Project, it is proposed that the owner(s) of the amenity center with related recreational facilities not be assessed separately for any capital costs associated with the provision of the public infrastructure to the amenity center and related recreational facilities. The rationale for this exemption is that the cost of any capital assessments will already be borne by the capital assessment-paying 840 residential property owners within the District in the proportion equivalent to their benefit of public improvements. This determination is consistent with the provisions of Section 193.0235, Florida Statutes.

VII. ALLOCATION METHODOLOGY

The CIP benefits all assessable properties within the District proportionally. The level of relative benefit can be compared through the use of defining "equivalent" units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU has been assigned to the 40' residential use product type as a baseline, with a proportional increase or decrease relative to other planned residential product types and sizes. Table 1 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.



The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated on Table 3 through Table 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VIII. ASSIGNMENT OF MAXIMUM ASSESSMENTS

This section sets out the manner in which special assessments will be assigned and establish a lien on land within AA1. With regard to the Assessable Property on a gross acreage basis until such time as the developable acreage is platted. The platted parcels will then be reviewed as to use and product types. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned “common elements” such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state”. At this point the infrastructure may or may not be installed but none of the units in the Development Plan have been platted. This condition exists when the infrastructure program is financed prior to any development. In the undeveloped state all of the lands within AA1 receive benefit from the Assessment Area One Project and all of the assessable land within AA1 would be assessed to repay the Bond. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within AA1. Debt will not be solely assigned to parcels which have development rights, but will and may be assigned to undevelopable parcels to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the Development Plan has started to take shape. As lands subject to special assessments are platted and fully-developed, they are assigned specific assessments in relation to the estimated benefit that each platted unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. Therefore, each fully-developed, platted unit would be assigned a Maximum Assessment pursuant to its Product Type classification as set forth in Table 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully-developed; if such a condition was to occur; the true-up provisions within this Report would be applicable.



The third condition is the “completed development state.” In this condition the entire Development Plan for AA1 has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within AA1.

IX. FINANCING INFORMATION

The District will finance the CIP through the issuance of the Bonds secured by benefiting properties within AA1. A number of items will comprise the bond sizing such as capitalized interest, a debt service reserve, issuance costs and rounding as shown on Table 5. The Underwriter has provided factors utilized in this assumption and are conservative in an effort to identify the Maximum Assessment and capacity for special assessment liens anticipated with future bond issuances.

X. TRUE-UP MODIFICATION

During the construction period of Phase I of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of special assessment principal. In order to ensure the District’s debt does not build up on the unplatted developable land, the District shall apply the following test as outlined within this “true-up methodology.”

The debt per acre remaining on the unplatted land within AA1 may not increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of gross acres for such phase. Thus, every time the test is applied, the debt encumbering the remaining undivided land must remain equal to or lower than the ceiling level of debt per gross acre. If the debt per gross acre is found to be above the established maximum, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount based on the schedule found in Exhibit A, the Preliminary Assessment Roll, which amount will include accrued interest to the first interest payment date on the Bonds which occurs at least 45 days following such debt reduction payment.

True-up tests shall be performed upon the recording of each plat submitted to subdivide developed lands within AA1. If upon the completion of any true-up analyses it is found the debt per acre exceeds the established maximum ceiling debt per gross acre, or there is not sufficient development potential in the remaining acreage of AA1 to produce the EAU densities required to adequately service the Bond debt, the District shall require the immediate remittance of a density reduction payment, plus accrued interest as applicable, in an amount sufficient to reduce the remaining debt per assessable acre to the ceiling amount per acre and to allow the remaining acreage to adequately service Bond debt upon development. The final test shall be applied at the platting of 100% of the development units within AA1.

True-up payment requirements may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District, that there is sufficient development potential in the remaining acreage within AA1 to produce



the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this section.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

XI. ADDITIONAL STIPULATIONS

Meritus Districts was retained by the District to prepare a methodology to fairly allocate the special assessments related to the Districts CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Meritus Districts makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Meritus Districts does not represent the District as a Municipal Advisor or Securities Broker nor is Meritus Districts registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Meritus Districts does not provide the District with financial advisory services or offer investment advice in any form.



TABLE #1

Planned Development Program, Product Types and Assignment of Equivalent Assessment Units (EAUs)

PHASE 1 DEVELOPMENT PROGRAM			
<u>ASSESSMENT AREA ONE - MAXIMUM BONDS</u>			
<u>PRODUCT TYPE</u>	<u>EAU FACTOR</u>	<u>PRODUCT COUNT</u>	<u>EAUs</u>
Villa	0.80	100	80.00
40"	1.00	171	171.00
50'	1.25	216	270.00
		487	521.00
PHASE 2 DEVELOPMENT PROGRAM			
<u>ASSESSMENT AREA TWO - FUTURE BOND SERIES</u>			
<u>PRODUCT TYPE</u>	<u>EAU FACTOR</u>	<u>PRODUCT COUNT</u>	<u>EAUs</u>
Villa	0.80	184	147.20
40"	1.00	169	169.00
50'	1.25	0	0.00
		353	316.20
BUILDOUT COMMUNITY DEVELOPMENT PROGRAM			
<u>COMBINED ASSESSMENT AREAS ONE & TWO</u>			
<u>PRODUCT TYPE</u>	<u>EAU FACTOR</u>	<u>PRODUCT COUNT</u>	<u>EAUs</u>
Villa	0.8	284	227.20
40"	1	340	340.00
50'	1.25	216	270.00
		840	837.20

Table 1 Notations:

- 1) Any Development Plan changes will require recalculations pursuant to the true-up provisions within this Report



Table 2

BUILDOUT COMMUNITY DEVELOPMENT PROGRAM COSTS				
<u>COMBINED ASSESSMENT AREA ONE</u>				
ITEM	PHASE 1 UNIQUE	PHASE 1 COMMON	TOTAL	
Drainage & Surface Water Management System	\$2,684,505	\$0	\$2,684,505	
Onsite Roadways	\$3,558,109	\$0	\$3,558,109	
Onsite Utilities	\$5,909,721	\$0	\$5,909,721	
Off-Site Utilities and Roadway Improvements	\$682,971	\$0	\$682,971	
Professional Fees	\$1,047,114	\$28,500	\$1,075,614	
Environmental and Recreation	\$1,738,599	\$1,223,359	\$2,961,958	
	\$15,621,020	\$1,251,859	\$16,872,879	

Table 2 Notations:

Cost Based on Values Provided within the October 23, 2017 Supplemental Engineer's Report

Table 3

DEVELOPMENT PROGRAM COST/BENEFIT ANALYSIS	
MASTER/COMMON COSTS	\$1,251,859
TOTAL PROGRAM EAUS	837.20
MASTER COST/BENEFIT PER EAU	\$1,495.29
ASSESSMENT AREA ONE (AA1)/PHASE I EAUS	521.00
AA1 MASTER COST/BENEFIT	\$1,251,859
AA1 UNIQUE COST/BENEFIT	\$15,621,020
TOTAL AA1 COST/BENEFIT	\$16,872,879

Table 3 Notations:

- 1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above
- 2) Master Cost are allocated based on comparable planned EAU density within Assessment Areas



Table 4

ASSESSMENT AREA ONE DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT PER PRODUCT TYPE	NET BENEFIT PER PRODUCT UNIT
Villa	0.8	100	80.00	\$2,590,845	\$25,908.45
40"	1	171	171.00	\$5,537,932	\$32,385.57
50'	1.25	216	270.00	\$8,744,102	\$40,481.95
		487	521.00	\$16,872,879	

Table 4 Notations:

- 1) Table 4 determines only the anticipated construction cost benefiting AA1, net of finance and other related cost

Table 5

SERIES 2017 BONDS	
<u>SPECIAL ASSESSMENT REVENUE BONDS</u>	
Coupon Rate	5.13%
Term (Years)	30
Principal Amortization Installments	30
ISSUE SIZE	\$9,420,000
Construction Fund	\$7,898,049
Capitalized Interest 12	\$482,775
Debt Service Reserve Fund	\$621,544
Underwriter Fee 0.00%	\$50,000
Cost of Issuance	\$363,392
Contingency	\$4,240
<u>ANNUAL ASSESSMENT</u>	
Annual Debt Service	\$621,544
Collection Costs and Discounts @ 2%	\$12,685
TOTAL ANNUAL ASSESSMENT	\$634,229

Table 5 Notations:

- 1) Any development costs to complete not financed in 2017 Bond series will be secured by developer funding and completion agreement.



Table 6

ASSESSMENT AREA ONE DEVELOPMENT PROGRAM ASSIGNMENT OF 2017 BOND SERIES ASSESSMENTS							
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	PRINCIPAL ASSIGNMENT		ANNUAL ASSESSMENT	
				PER PRODUCT TYPE	PER PRODUCT UNIT	PER PRODUCT TYPE	PER PRODUCT UNIT
Villa	0.8	100	80.00	\$1,446,449	\$14,464.49	\$97,386	\$1,050.00
40'	1	171	171.00	\$3,091,785	\$18,080.61	\$208,163	\$1,200.00
50'	1.25	216	270.00	\$4,881,766	\$22,600.77	\$328,679	\$1,500.00
		<u>487</u>	<u>521.00</u>	<u>\$9,420,000</u>		<u>\$634,229</u>	

Table 6 Notations:

1) Any development program changes will require recalculations pursuant to the True-Up provisions within this report.

EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the AA1 public capital infrastructure improvements is \$9,420,000.00 payable in 30 annual installments of principal of \$2,300.93 per gross acre. The maximum par debt is \$34,175.01 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within AA1 of the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT ROLL			
TOTAL ASSESSMENT:		\$9,420,000.00	
ANNUAL ASSESSMENT:		\$634,228.57 (30 Installments)	
TOTAL GROSS ACRES +/-:		<u>275.64</u>	
TOTAL ASSESSMENT PER GROSS ACRE:		<u>\$34,175.01</u>	
ANNUAL ASSESSMENT PER GROSS ACRE:		<u>\$2,300.93</u> (30 Installments)	
Landowner Name, & Address	Gross Unplatted Assessable Acres	PER PARCEL ASSESSMENTS	
		Total PAR Debt	Total Annual
Cypress Preserve 841, LLC 3658 Erindale Drive Valrico, FL 33596-6311	275.64	\$9,420,000.00	\$634,228.57
Totals:	<u>275.64</u>	<u>\$9,420,000.00</u>	<u>\$634,228.57</u>



EXHIBIT B

CDD Boundary Legal Description of Assessment Area One.



A parcel of land being a portion of Sections 16 and 17, Township 25 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 16, Township 25 South, Range 18 East, Pasco County, Florida; thence N00°07'13"E along the East line of said Section 16, (being the basis of bearings for this legal description), for 331.02 feet to a Westerly corner of ASBEL CREEK PHASE ONE, as recorded in Plat Book 50, page 122, of the Public Records of Pasco County, Florida, same being the POINT OF BEGINNING; thence along the Westerly line of said ASBEL CREEK PHASE ONE, the North line of ASBEL CREEK PHASE TWO, as recorded in Plat Book 54, page 50, the North line of ASBEL CREEK PHASE THREE, as recorded in Plat Book 57, page 1, the North line of ASBEL CREEK PHASE FOUR, as recorded in Plat Book 57, page 136 and the North line of ASBEL CREEK PHASE FIVE, all of the Public Records of Pasco County, Florida, the following fourteen (14) courses: (1) thence S76°56'58"W, for 360.08 feet; (2) thence N20°09'32"W, for 884.81 feet; (3) thence S60°08'58"W, for 347.85 feet; (4) thence S48°51'58"W, for 245.35 feet; (5) thence S72°37'53"W, for 159.31 feet; (6) thence S23°07'47"E, for 31.67 feet; (7) thence S68°45'23"W, for 441.70 feet; (8) thence N86°14'17"W, for 94.60 feet; (9) thence N65°22'27"W, for 117.58 feet; (10) thence S71°45'13"W, for 355.45 feet; (11) thence S54°20'23"W, for 95.48 feet; (12) thence S68°11'43"W, for 246.90 feet; (13) thence N43°52'17"W, for 218.89 feet; (14) thence N87°28'48"W, for 2,230.62 feet to the Northwest corner of said ASBEL CREEK PHASE 5, same being the point of intersection with the East Right-of-Way line of the CSX RAILROAD as recorded in Deed Book 45, page 117 of the Public Records of Pasco County, Florida; thence N21°47'19"W, along said East Right-of-Way line of the CSX RAILROAD, for 1,312.92 feet to the point of curvature of a curve concave Easterly; thence Northerly along said East Right-of-Way line of the CSX RAILROAD, along the arc of said curve, having a radius of 5,679.65 feet, a central angle of 18°22'33", an arc length of 1,821.58 feet, and a chord bearing N12°36'02"W, for 1,813.78 feet to the point of intersection with a non-tangent line; thence leaving said East Right-of-Way line of the CSX RAILROAD, N85°36'27"E, for 136.27 feet; thence N72°26'14"E, for 56.87 feet; thence N61°09'16"E, for 105.49 feet; thence S65°12'22"E, for 49.14 feet; thence N89°55'47"E, for 59.87 feet; thence N66°30'17"E, for 136.87 feet; thence S28°50'14"E, for 246.89 feet; thence S34°39'39"E, for 36.25 feet; thence S76°46'34"E, for 134.31 feet; thence S68°37'12"E, for 146.87 feet; thence S87°12'52"E, for 271.37 feet; thence S29°19'35"E, for 225.10 feet; thence S50°57'38"E, for 137.75 feet; thence S66°10'06"E, for 153.76 feet; thence N81°45'48"E, for 296.40 feet; thence N83°44'55"E, for 237.71 feet; thence S78°05'41"E, for 548.30 feet; thence S83°01'56"E, for 494.07 feet; thence S89°38'33"E, for 722.46 feet to the point of intersection with the West line of that certain property as described in Official Records Book 9460, Page 1074, of the Public Records of Pasco County, Florida; thence S00°21'27"W, along said West line of that certain property as described in Official Records Book 9460, page 1074, for 860.84 feet to the Southwest corner of said certain property as described in Official Records Book 9460, Page 1074; thence the following two (2) courses along the South line of said certain property as described in Official Records Book 9460, Page 1074; (1) thence N89°01'02"E, for 200.60 feet; (2) thence N60°40'11"E, for 22.34 feet; thence leaving said South line of that certain property as described in Official Records Book 9460, Page 1074, S16°08'16"E, for 630.31 feet; thence N73°51'44"E, for 120.00 feet; thence N16°08'16"W, for 376.78 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 385.00 feet, a central angle of 40°53'11", an arc length of 274.74 feet and a chord bearing N04°18'20"E, for 268.94 feet to a point of tangent; thence N24°44'55"E, for 42.24 feet to the point of curvature of a curve concave Northwesterly; thence Northerly along the arc of said curve, having a radius of 625.00 feet, a central angle of 03°49'00", an arc length of 41.63 feet and a chord bearing N22°50'25"E, for 41.63 feet to the point of intersection with a non-tangent line, same being said South line of that certain property as described in Official Records Book 9460, Page 1074; thence the following two (2) courses along said South line of that certain property as described in Official Records Book 9460, page 1074; (1) thence N60°40'11"E, for 55.18 feet; (2) thence N51°46'59"E, for 788.96 feet to an East corner of said certain property as described in Official Records Book 9460, Page 1074, same being the point of intersection with the West Right-of-Way line of U.S. HIGHWAY 41 (S.R. 45); thence S40°21'43"E, along said West Right-of-Way line of U.S. HIGHWAY 41 (S.R. 45), for 1,320.34 feet to the point of intersection with said East line of Section 16, same being the West line of LAND O' LAKES ADDITION as recorded in Plat Book 4, page 59, of the Public Records of Pasco County, Florida; thence S00°07'13"W, along said East line of Section 16, same being said West line of LAND O' LAKES ADDITION and the Westerly line of said ASBEL CREEK PHASE ONE, respectively, for 1,331.65 feet to the POINT OF BEGINNING.

Containing 12,006,875 square feet or 275.640 acres, more or less.



RESOLUTION 2018-03

A RESOLUTION OF CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2017-23 BY AUTHORIZING THE ISSUANCE OF ITS CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (ASSESSMENT AREA ONE) IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$12.0 MILLION FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2017 BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE FIRST SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2017 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2017 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2017 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2017 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cypress Preserve Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 17-17 of Pasco County, Florida, (the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution 2017-23 (the "First Resolution") authorized the issuance of its not exceeding \$35,000,000 principal amount of its special

assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said First Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

WHEREAS, the District has not previously issued any Bonds; and

WHEREAS, the Bonds were validated by a final judgment rendered by the Circuit Court in and for Pasco County, Florida on July 18, 2017; and

WHEREAS, the District now desires to supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "2017 Bonds") in a principal amount not exceeding \$12.0 Million, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2017 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Bond Purchase Agreement (the "Contract") for the purchase of the 2017 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2017 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the 2017 Bonds in a principal amount not exceeding \$12,000,000. The 2017 Bonds shall be issued under and secured by that Master Trust Indenture (the "Master Indenture") as supplemented by that First Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2017 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the 2017 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2017 Bonds at presently favorable interest rates, and because the nature of the security for the 2017 Bonds and the sources of payment of debt service on the 2017 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2017 Bonds shall not exceed \$12,000,000; (ii) the interest rate on none of the 2017 Bonds will exceed five and one half percent (5.50%) per annum; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the 2017 Bonds; (iv) the 2017 Bonds shall be subject to optional redemption no later than November 1, 2032 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the 2017 Bonds shall be no later than November 1, 2049.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2017 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2017 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2017 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2017 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2017 Bonds.

SECTION 7. Form of 2017 Bonds. The 2017 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other

changes thereto as the officials of the Board executing the 2017 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2017 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2017 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2017 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Application of 2017 Bond Proceeds. Proceeds of the 2017 Bonds, shall be applied as provided in the Supplemental Indenture.

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2017 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Straley Robin Vericker the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2017 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 12. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 13. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this

Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 15. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 28th day of November, 2017.

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman

[SEAL]

Attest:

By: _____
Secretary

§ _____
CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT
(PASCO COUNTY, FLORIDA)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017
(ASSESSMENT AREA ONE)

BOND PURCHASE CONTRACT

_____, 2017

Board of Supervisors
Cypress Preserve Community Development District
Pasco County, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Cypress Preserve Community Development District (the "District"). The District is located entirely within unincorporated Pasco County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$_____ aggregate principal amount of Cypress Preserve Community Development Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Bonds shall be \$_____ (representing the \$_____ aggregate principal amount of the Bonds, [plus/less original issue premium/discount] of \$_____ and less an underwriter's discount of \$_____) (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery being hereinafter referred to as the "Closing").

2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any

successor statute thereto, the Florida Constitution, and other applicable provisions of law (the "Act"), by Ordinance No. 17-17 of the Board of County Commissioners of the County, adopted on April 25, 2017 and effective as of _____, 2017 (the "Ordinance"). The Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of December 1, 2017 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017 (the "First Supplemental Indenture," and together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), and Resolutions 2017-23 adopted by the Board of Supervisors of the District (the "Board") on November 28, 2017 (the "Bond Resolution"). The Series 2017 Assessments, the revenues of which comprise the 2017 Pledged Revenues for the Bonds, have been levied by the District on those lands within the District specially benefited by the 2017 Project pursuant to the Assessment Resolution (as such term is defined in the First Supplemental Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Bonds, that the entire principal amount of the Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not

been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party, and

(2) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter its Preliminary Limited Offering Memorandum dated _____, 2017 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum"), relating to the Bonds, which the District has

deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Underwriter to circulate and use the Preliminary Limited Offering Memorandum in connection with the limited offering of the Bonds. The District, at its expense, shall deliver or cause to be delivered to the Underwriter, within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all of the requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated _____, 2017 (such Limited Offering Memorandum, including the cover pages and all appendices thereto and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds, being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Bonds, the Indenture, the Continuing Disclosure Agreement to be dated as of the Closing Date, among the District, Cypress Preserve 841, LLC, a Florida limited liability company (the "Developer") and the dissemination agent named therein (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as Appendix D thereto (the "Disclosure Agreement"), and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) the [Funding and Completion Agreement dated as of the Closing Date (the "Completion Agreement"), by and between the District and the Developer, the Agreement to Convey or Dedicate dated as of the Closing Date (the "Conveyance Agreement") by and between the District and the Developer, the Collateral Assignment and Assumption of Development Rights Relating to the 2017 Project dated as of the Closing Date and in recordable form (the "Collateral Assignment") by and between the District and the Developer, the Development Acquisition Agreement dated _____ (the "Development Acquisition Agreement") by and between the District and the Developer, the True-Up Agreement by and between the District and the Developer dated as of the Closing Date in recordable form (the "True-Up Agreement") are collectively referred to herein as the "Ancillary Agreements."]

6. Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District, and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including without limitation the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolution; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Bonds to the

Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memoranda; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Financing Documents, the Ancillary Agreements, and the Limited Offering Memoranda, including without limitation entering into the Property Appraiser and Tax Collector Agreement to provide for the collection of the Series 2017 Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolution, the Financing Documents, the Ancillary Agreements to which it is a party and the Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolution, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of

time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Financing Documents, the Ancillary Agreements to which it is a party and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum, and the adoption of the Bond Resolution and the Assessment Resolution, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision or law or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, use or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolution, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds, the Financing Documents or the Ancillary Agreements to which the District is a party;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which (i) are required for the due authorization by the District, or (ii) would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the District, of its obligations to issue the Bonds, or under the Bonds, the Bond Resolution, the Assessment Resolution, Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements to which the District is a party and the 2017 Project to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Bonds, the Financing Documents, such Ancillary Agreements and the 2017 Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture, and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of the Series 2017 Trust Estate. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to

their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda or the collection of Series 2017 Assessments or the pledge of the Series 2017 Trust Estate, pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the 2017 Project, the Bond Resolution, the Assessment Resolution, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda; (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than "Permitted Omissions") and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2017 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information

contained in the Limited Offering Memorandum under the captions "DESCRIPTION OF THE SERIES 2017 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolution, the Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District is not now in default and has not been in default at any time after December 31, 1975 in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E-400.003 of the Florida Department of Financial Services;

(o) The District represents and warrants that it has not failed to timely comply with any continuing disclosure obligations with respect to any prior offering of securities except as expressly set forth in the Preliminary Limited Offering Memorandum;

(p) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Bonds), notes or other obligations payable from the 2017 Pledged Revenues.

7. **Closing.** At 10:00 a.m. prevailing time on December ___, 2017 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolution, the Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with their respective terms, and the Bond Resolution, the Assessment Resolution, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to in writing by the Underwriter;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolution certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form and substance acceptable to the Underwriter and its counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Akerman LLP, Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as Appendix C, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of Akerman LLP, Bond Counsel, in the form annexed as Exhibit C hereto;

(6) The opinion, dated as of the Closing Date and addressed to the District, Bond Counsel, the Trustee and the Underwriter, of Straley Robin Vericker P.A., counsel to the District, substantially in the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, the Underwriter, Bond Counsel and Underwriter's Counsel of Gardner Brewer Martinez-Monfort, counsel to the Developer, in form and substance acceptable to the Underwriter and its counsel;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(9) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee;

(10) Certificate of the Developer dated as of the Closing in the form annexed as Exhibit E hereto or in such form and substance otherwise acceptable to the Underwriter and its counsel;

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed

hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2017 Assessments as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2017 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and its counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the Bonds;

(17) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit F hereto or otherwise in form and substance acceptable to the Underwriter and its counsel;

(18) A certificate of the District Manager and Methodology Consultant in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the Underwriter and its counsel;

(19) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Bonds;

(20) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(21) A certified copy of the final judgments of the Circuit Court in and for the County, validating the Bonds and certificates of no-appeal;

(22) A copy of the Master Assessment Methodology Report dated November 7, 2017, as supplemented by the Second Supplemental Assessment Methodology Report dated _____, 2017 (collectively, the "Assessment Methodology Report"), as amended and supplemented from time to time, relating to the Bonds;

(23) A copy of the Engineer's Report;

(24) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Bonds;

(25) Acknowledgments in recordable form by all holders of mortgages on Assessment Area One lands as to the superior lien of the Series 2017 Assessments in form and substance acceptable to the Underwriter and its counsel;

(26) A Declaration of Consent to Imposition of Special Assessments of the Developer with respect to all real property which is subject to the Series 2017 Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(27) Certification from the District that a plat has been recorded and the Series 2015 Assessments have been fully allocated to platted lots that are not subject to the Series 2017 Assessments and identification of such lots;

(28) Evidence that the District has engaged a Dissemination Agent acceptable to the Underwriter;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement, (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12, and that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and (iii) covenanting to comply with its obligations under the Disclosure Agreement; and

(30) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District, the Developer and the Developer on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; (ii) the District, the Developer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, the Developer or any of the Developer, other than in the ordinary course of its business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the final resolution comprising a portion of the Assessment Resolution or fails to perform any action to be performed by it in connection with the levy of the Series 2017 Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, special counsel to the Developer to the extent the work of such counsel is directly related to the issuance of the Bonds, the District's methodology consultant, the Consulting Engineer, and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. The District shall record all documents required to be provided in recordable form hereunder within one business day after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising and applicable regulatory expenses in connection with the Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising or providing other services the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District and (v) the District has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at District Management Services, LLC d/b/a Meritus Districts, 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by

virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract, with the understanding that all such are made as of the date hereof, shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract.

14. Effectiveness. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

15. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. Amendment. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

17. Governing Law. This Purchase Contract shall be governed and construed in accordance with the laws of the State.

18. Counterparts; Facsimile. This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

Accepted and agreed to this
____ day of _____, 2017.

**CYPRESS PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
_____,
_____, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

_____, 2017

Cypress Preserve Community Development District
Pasco County, Florida

Re: \$_____ Cypress Preserve Community Development District Special
Assessment Revenue Bonds, Series 2017 (Assessment Area One)

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2017 Bonds"), FMSbonds, Inc. (the "Underwriter"), having purchased the Series 2017 Bonds pursuant to a Bond Purchase Contract dated _____, 2017 (the "Bond Purchase Contract"), between the Underwriter and Cypress Preserve Community Development District (the "District"), furnishes the following information in connection with the Limited Offering and sale of the Series 2017 Bonds:

1. The total underwriting discount to be paid to the Underwriter pursuant to the Bond Purchase Contract is approximately \$____ per \$1,000.00 or \$_____.
2. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2017 Bonds.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2017 Bonds are set forth in Schedule I attached hereto.
4. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
5. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Series 2017 Bonds.

The District is proposing to issue \$_____ aggregate amount of the Series 2017 Bonds for the purpose of providing moneys, together with other legally available moneys of the District, to: (i) finance the Cost of acquisition, construction, installation and equipping of the 2017 Project; (ii) pay certain costs associated with the issuance of the Series 2017 Bonds; (iii) to pay a portion of the interest accruing on the Series 2017 Bonds; and (iv) fund the 2017 Reserve

Account. This debt or obligation is expected to be repaid over a period of approximately _____ (____) years. At a net interest cost of approximately _____% for the Series 2017 Bonds, total interest paid over the life of the Series 2017 Bonds will be \$_____.

The source of repayment for the Series 2017 Bonds is the Series 2017 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2017 Bonds will result in approximately \$_____ of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Series 2017 Bonds were not issued, the District would not be entitled to impose and collect the Series 2017 Assessments in the amount of the principal of and interest to be paid on the Series 2017 Bonds.

The address of the Underwriter is:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180

Sincerely,

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

SCHEDULE I

<u>Expense</u>	<u>Amount</u>
DALCOMP	
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
Electronic Orders	
TOTAL:	<hr/>

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** \$_____ (representing the \$_____ aggregate principal amount of the Bonds, [plus/less original issue premium/discount] of \$_____ and less an underwriter's discount of \$_____).
2. **Principal Amounts, Maturities, Interest Rates and Prices:**

<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Price</u>
---------------	-----------------	----------------------	--------------

The Underwriter has offered the Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: _____].

3. **Redemption Provisions:**

Optional Redemption

The Series 2017 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after November 1, 20__ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
-------------	---------------------------------

* Maturity

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
-------------	---------------------------------

* Maturity

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
-------------	---------------------------------

* Maturity

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

Year

Amortization Installment

* Maturity

Any Series 2017 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2017 Bonds.

Upon redemption or purchase of the Series 2017 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2017 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2017 Bonds.

Extraordinary Mandatory Redemption

The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2017 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2017 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Date of Completion of the 2017 Project by application of moneys transferred from the 2017 Acquisition and Construction Account to the 2017 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2017 Prepayment Account from the prepayment of Series 2017 Assessments and from amounts deposited into the 2017 Prepayment Subaccount from any other sources; or

(iii) When the amount on deposit in the 2017 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2017 Bonds then Outstanding as provided in the Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2017 Bonds subject to redemption shall be called for redemption, the particular such Series 2017 Bonds or

portions of such Series 2017 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

December __, 2017

Cypress Preserve Community Development District
Pasco County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$_____ Cypress Preserve Community Development District Special
Assessment Revenue Bonds, Series 2017 (Assessment Area One)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Cypress Preserve Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$_____ original aggregate principal amount of Cypress Preserve Community Development District Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Bonds. The Bonds are secured pursuant to that certain Master Trust Indenture, dated December 1, 2017, as supplemented and amended by that certain First Supplemental Trust Indenture, dated as of December 1, 2017 by and between the District and U.S. Bank National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated _____, 2017 (the "Purchase Agreement"), for the purchase of the Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Agreement.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The information in the Limited Offering Memorandum under the captions "INTRODUCTION", "DESCRIPTION OF THE SERIES 2017 BONDS" (excluding the information under the subsection "- Book-Entry System"), "SECURITY FOR AND SOURCES OF PAYMENT OF THE SERIES 2017 BONDS" (excluding the information under the subsections "- Collateral Assignment and Assumption of Development and Contract Rights," and "Prepayment of Series 2017 Assessments") and "APPENDIX B: PROPOSED FORM OF INDENTURES" insofar as such statements constitute descriptions of the Bonds or the Indenture, are accurate as to the matters set forth or documents described therein and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE" insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State"), and the provisions of the Internal Revenue Code of 1986, as amended (the "Code").

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Bonds.

Very truly yours,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

December __, 2017

Cypress Preserve Community Development District
Pasco County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank, National Association
Jacksonville, Florida

Akerman LLP
Orlando, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$_____ Cypress Preserve Community Development District (Pasco County,
 Florida) Special Assessment Revenue Bonds, Series 2017 (Assessment Area One)

Ladies and Gentlemen:

The District has been established and validly exists as a community development district and independent local unit of special purpose government under applicable Florida law. The Bond Purchase Contract, the Indenture, the DTC Letter of Representations, and the Continuing Disclosure Agreement (collectively, the "Financing Documents") and [the Funding and Completion Agreement dated as of the Closing Date (the "Completion Agreement"), by and between the District and Cypress Preserve 841, LLC a Florida limited liability company (the "Developer"), the Agreement to Convey or Dedicate dated as of the Closing Date (the "Conveyance Agreement") by and between the District and the Developer, the Collateral Assignment and Assumption of Development Rights Relating to the 2017 Project dated as of the Closing Date and in recordable form (the "Collateral Assignment") by and between the District and the Developer, the Development Acquisition Agreement dated _____, 2017 (the "Development Acquisition Agreement") by and between the District and the Developer, the True-Up Agreement by and between the District and the Developer dated as of the Closing Date in recordable form (the "True-Up Agreement") and the True-Up Agreement by and between the District and Lennar Homes dated as of the Closing Date in recordable form (the "Lennar True-Up Agreement" and along with the Completion Agreement, the Collateral Assignment, the Developer Acquisition Agreement, the True-Up Agreement and the Lennar True-Up Agreement are collectively referred to herein as the "Ancillary Agreements")]] and the Bonds have been duly authorized, executed and delivered, and assuming due execution by the other party(ies) thereto, if applicable, the Financing Documents, the Ancillary Agreements, the Bonds, Resolutions 2017-23 and 2017-__, adopted by the Board of Supervisors of the District (the "Board") on May 10,

2017, and November 28, 2017, respectively (collectively, the "Bond Resolution"), [insert assessment resolutions] (collectively, the "Assessment Resolutions"), constitute legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, and similar laws affecting creditors' rights generally and general principles of equity.

1. There is no litigation or other proceeding now pending of which the District or its registered agent has received notice or service of process, or to our best knowledge, threatened against the District: (a) contesting the existence or powers of the board or the titles of the respective officers of the Board to their respective offices; (b) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda (as defined herein) or the collection of Series 2017 Assessments or the pledge of and lien on the Series 2017 Pledged Revenues pursuant to the Indenture; (c) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District relating to authorization for the issuance of the Bonds or the authorization of the Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda; (d) specifically contesting the federal or state tax status of the Bonds; or (e) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto.

2. The District has duly authorized and delivered the Preliminary Limited Offering Memorandum dated _____, 2017 (the "Preliminary Limited Offering Memorandum"), and duly authorized, execute and delivered the Limited Offering Memorandum dated _____, 2017 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, collectively, the "Limited Offering Memoranda").

3. Based upon our representation of the District as its Counsel and our limited participation in the preparation of the Limited Offering Memoranda, we have no reason to believe that the statements and information contained in the Limited Offering Memoranda under the captions (including all subcaptions thereunder unless hereinafter excluded) "INTRODUCTION," "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS," "ENFORCEMENT OF ASSESSMENT COLLECTIONS", "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "AGREEMENT BY THE STATE," "CONTINUING DISCLOSURE," "LITIGATION – The District," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "VALIDATION," and "AUTHORIZATION AND APPROVAL" are not true and accurate and as of their respective dates did not, and as of the date of Closing do not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

4. The District is not, in any manner material to the issuance of the Bonds, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State or the United States, or to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement,

or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax laws or with any state "Blue Sky" or other securities laws, as may be applicable.

5. The execution and delivery of the Bonds, the Financing Documents, the Ancillary Agreements, to which the District is a party, and the adoption of the Bond Resolution and the Assessment Resolutions and compliance with the provisions on the District's part contained therein will not conflict with or constitute a breach of or default under any applicable constitutional provision or law, or to the best of our knowledge, under any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as expressly provided by the Bonds and the Indenture. To the best of our knowledge after due inquiry, the District has taken no action which, with the lapse of time or the giving of notice, or both would constitute a material default or event of default by the District under the Bonds, the Financing Documents or the Ancillary Agreements.

6. To the best of our knowledge after investigation, all consents, permits or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District of the transactions described in the Limited Offering Memoranda and contemplated by the Indenture required to be obtained or made, have been obtained or made or there is no reason to believe they will not be obtained or made when required, provided that no opinion is expressed as to the applicability of or compliance with tax laws, state "Blue Sky" laws or other securities laws.

7. The District has the right and authority under the Act and other state law to adopt the Bond Resolution and the Assessment Resolutions, to issue the Bonds, to undertake the Project, to issue the Bonds and to levy the Series 2017 Assessments that will secure the Bonds, and has duly adopted the Bond Resolution and the Assessment Resolutions.

8. All proceedings undertaken by the District with respect to the Series 2017 Assessments securing the Bonds, including adoption of the Assessment Resolutions, were undertaken in accordance with Florida law, and the District has taken all necessary action as of the date hereof to levy and impose the Series 2017 Assessments. The Series 2017 Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Series 2017 Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

9. The Bonds have been validated by a final judgment of the Circuit Court in and for Pasco County, Florida, of which no timely appeal was filed.

10. The District has the full power and authority to own and operate the 2017 Project.

All conditions prescribed in the Indenture and the Purchase Contract to be performed by the District as precedent to the issuance of the Bonds have been fulfilled.

Very truly yours,

EXHIBIT E

FORM OF CERTIFICATE FOR DEVELOPER

Cypress Preserve 841, LLC a Florida limited liability company (the "Developer") DOES HEREBY CERTIFY, that:

1. This Certificate of Developer is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated _____, 2017 (the "Purchase Contract") between Cypress Preserve Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$_____ original aggregate principal amount of Cypress Preserve Community Development District Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Developer is a limited liability company organized and existing under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated _____, 2017, and a final Limited Offering Memorandum dated _____, 2017 (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent to Jurisdiction of Cypress Preserve Community Development District and to Imposition of Special Assessments dated _____, 2017 executed by the Developer and to be recorded in the public records of Pasco County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Developer enforceable against the Landowner in accordance with its terms.

5. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE 2017 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Developer" and "CONTINUING DISCLOSURE" (as it relates to the Developer only) and with respect to the Developer and the development of the 2017 Project and the District Lands (as defined in the Limited Offering Memoranda) under the caption "BONDOWNERS' RISKS" and warrant and represent that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Developer represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memoranda.

8. The Developer hereby consents to the levy of the Series 2017 Assessments on the lands in Assessment Area One of the District owned by the Developer. The levy of the Series 2017 Assessments on the Lands in Assessment Area One of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which either the Developer is a party or to which any of its properties or assets are subject.

9. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of our knowledge, the Developer is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which it is subject or by which either or their respective properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents or on the development of the 2017 Project and the District Lands and neither is delinquent in the payment of any ad valorem, federal and state taxes associated with the development of the 2017 Project and the District Lands.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Developer is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of either or the Developer or their respective businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer.

13. To the best of our knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the 2017 Project and the District lands as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the District lands are zoned and properly designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect their

ability to complete or cause the completion of development of the 2017 Project and the District lands as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the 2017 Project and the District lands as described in the Limited Offering Memoranda will not be obtained as required.

14. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2017 Assessments imposed on lands in the District owned by it within thirty (30) days following completion of the 2017 Project and acceptance thereof by the District.

15. The Developer has not previously entered into any continuing disclosure obligations with respect to any prior offering of securities.

16. The Developer is not insolvent or in default of any obligations to pay special assessments.

Dated: December __, 2017.

CYPRESS PRESERVE 841, LLC a Florida
limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT F

CERTIFICATE OF FLORIDA DESIGN CONSULTANTS, INC.

CERTIFICATE OF FLORIDA DESIGN CONSULTANTS, INC. (the "Engineers"),
DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated _____, 2017 (the "Purchase Contract"), by and between Cypress Preserve Community Development District (the "District") and FMSbonds, Inc. with respect to the \$_____ Cypress Preserve Community Development District Special Assessment Revenue Bonds, Series 2017 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2017 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated _____, 2017 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District as consulting engineers.

3. The plans and specifications for the 2017 Project (as described in the Limited Offering Memoranda and the Report (as defined below) and the master and community subdivision infrastructure improvements (as described in the Report) were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of 2017 Project were obtained or are expected to be obtained in the ordinary course.

4. The Engineers prepared the Report of the District Engineer dated April 28, 2017 (the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX A: ENGINEER'S REPORT" to the Limited Offering Memoranda and a description of the Report and certain other information relating to the 2017 Project are included in the Limited Offering Memoranda under the captions "THE 2017 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX A: ENGINEER'S REPORT" to the Limited Offering Memoranda and to the references to the Engineers in the Limited Offering Memoranda.

6. The 2017 Project to the extent constructed have been constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to the Developer for acquisition of the improvements included within the 2017 Project does not exceed the lesser of the cost of the 2017 Project or the fair market value of the assets acquired by the District.

8. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the development of the 2017 Project as described in the Limited Offering Memoranda have been received or are expected to be received in the ordinary course; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the 2017 Project and the District Lands as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of the 2017 Project as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer, or any other person or entity, necessary for the development of the 2017 Project as described in the Limited Offering Memoranda and all appendices thereto.

9. There is adequate water and sewer service capacity to serve the District Lands.

Date: December __, 2017

FLORIDA DESIGN CONSULTANTS, INC.

By: _____
Print Name: _____
Title: _____

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

December ___, 2017

Cypress Preserve Community Development District
Pasco County, Florida

FMSbonds Inc.
North Miami Beach, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$_____ Cypress Preserve Community Development District Special
Assessment Revenue Bonds, Series 2017 (Assessment Area One Bonds)

Ladies and Gentlemen:

The undersigned representative of District Management Services, LLC d/b/a Meritus Districts ("MERITUS"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated _____, 2017 (the "Purchase Contract"), by and between Cypress Preserve Community Development District (the "District") and FMSbonds, Inc. with respect to the \$_____ Cypress Preserve Community Development District Special Assessment Revenue Bonds, Series 2017 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2017 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated _____, 2017 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") relating to the Bonds, as applicable.

2. MERITUS has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Bonds and have participated in the preparation of the Limited Offering Memoranda.

3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the Master Assessment Methodology Report dated November 7, 2017, as supplemented by the First Supplemental Assessment Methodology Report dated _____, 2017 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the District Lands,

the 2017 Project, or any information provided by us, and the Assessment Methodology Report, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaption "THE DISTRICT," "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," "LITIGATION – The District," "CONTINGENT FEES," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX E: ASSESSMENT METHODOLOGY REPORT" and in "APPENDIX F: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager and Registered Agent for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

8. The Series 2017 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2017 Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof.

Dated: December __, 2017.

**DISTRICT MANAGEMENT SERVICES,
LLC D/B/A MERITUS DISTRICTS,** a
Florida limited liability company

By: _____
Name: _____
Title: _____

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED DECEMBER __, 2017

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel (as hereinafter defined), under existing statutes, regulations, published rulings and court decisions, and assuming compliance by the District with the tax covenants described herein and the accuracy of certain representations included in the closing transcript for the Series 2017 Bonds (as hereinafter defined), interest on the Series 2017 Bonds is under Section 103 of the Code excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of corporations' alternative minimum taxable income. See "TAX MATTERS" herein. Bond Counsel is further of the opinion that the Series 2017 Bonds and interest thereon are not subject to taxation under the laws of the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

\$9,420,000*

**CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT
(PASCO COUNTY, FLORIDA)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017
(ASSESSMENT AREA ONE)**

Dated: Date of Issuance

Due: As set forth below

The Cypress Preserve Community Development District Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Series 2017 Bonds") are being issued by the Cypress Preserve Community Development District (the "District") only in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

The Series 2017 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing May 1, 2018. The Series 2017 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2017 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2017 Bonds will be paid from the 2017 Trust Estate (as hereinafter defined) by U.S. Bank National Association, as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest of a Series 2017 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2017 Bond. See "DESCRIPTION OF THE SERIES 2017 BONDS - Book-Entry System" herein.

Proceeds of the Series 2017 Bonds will be applied to (i) finance the Cost of acquisition, construction, installation and equipping of the 2017 Project (as hereinafter defined); (ii) pay certain costs associated with the issuance of the Series 2017 Bonds; (iii) to pay a portion of the interest accruing on the Series 2017 Bonds; and (iv) fund the 2017 Reserve Account as herein provided. See "ESTIMATED SOURCES AND USES OF SERIES 2017 BOND PROCEEDS."

The District, which is the issuer of the Series 2017 Bonds, is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 17-17 of the Board of County Commissioners of Pasco County, Florida, adopted on April 25, 2017 and effective as of April 27, 2017 (the "Ordinance"). The Series 2017 Bonds are being issued pursuant to the Act, Resolution 2017-23 adopted by the Board of Supervisors of the District (the "Board") on May 10, 2017, as supplemented, and a Master Trust Indenture, dated as of December 1, 2017, as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017 (collectively, the "Indenture"), each by and between the District and the Trustee. The Series 2017 Bonds are equally and ratably secured by the 2017 Trust Estate, without preference or priority of one Series 2017 Bond over another. The 2017 Trust Estate consists of all right, title and interest of the District in, to and under, subject to the terms of the Master Indenture, the revenues derived by the District from the Series 2017 Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time (the "2017 Pledged Revenues") and the Funds and Accounts (except for the 2017 Rebate Account and the 2017 Cost of Issuance Account) established under the First Supplemental Indenture (the "2017 Pledged Funds"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS."

The Series 2017 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption prior to maturity. See "DESCRIPTION OF THE SERIES 2017 BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2017 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2017 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2017 BONDS. RATHER, DEBT SERVICE AND ANY

OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2017 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2017 PLEDGED REVENUES AND THE 2017 PLEDGED FUNDS PLEDGED TO THE SERIES 2017 BONDS, ALL AS PROVIDED IN THE SERIES 2017 BONDS AND IN THE INDENTURE.

The Series 2017 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2017 Bonds. The Series 2017 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2017 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2017 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$ _____	-	____%	Series 2017 Term Bond due November 1, 20____,	Yield _____%	, Price _____	CUSIP # _____	**
\$ _____	-	____%	Series 2017 Term Bond due November 1, 20____,	Yield _____%	, Price _____	CUSIP # _____	**
\$ _____	-	____%	Series 2017 Term Bond due November 1, 20____,	Yield _____%	, Price _____	CUSIP # _____	**
\$ _____	-	____%	Series 2017 Term Bond due November 1, 20____,	Yield _____%	, Price _____	CUSIP # _____	**

The Series 2017 Bonds are offered for delivery when, as and if issued by the District and subject to the receipt of the approving legal opinion of Akerman LLP, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Straley Robin Vericker P.A., Tampa, Florida, for the Developer by its counsel, Gardner Brewer Martinez-Monfort, Tampa, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2017 Bonds will be delivered in book-entry form through the facilities of DTC on or about December __, 2107.

Dated: _____, 2017.

FMSbonds, Inc.

* Preliminary, subject to change.

**The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS**

Brian Howell,* Chairperson
Debby Hukill,* Vice-Chairperson
Eric Davidson,* Assistant Secretary

* Employee of, or affiliated with, or contracted by the Developer

** There are two vacant seats.

DISTRICT MANAGER/METHODOLOGY CONSULTANT

District Management Services, LLC d/b/a Meritus Districts
Tampa, Florida

DISTRICT COUNSEL

Straley Robin Vericker P.A.
Tampa, Florida

BOND COUNSEL

Akerman LLP
Orlando, Florida

DISTRICT ENGINEER

Florida Design Consultants, Inc.
New Port Richey, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2017 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2017 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT OR THE 2017 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2017 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2017 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2017 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "SHOULD," "INTENDS,"

"EXPECTS," "BELIEVES," "ANTICIPATES," OR "ESTIMATES." THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE DEVELOPER'S CONTROL. BECAUSE THE DISTRICT AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE DEVELOPER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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LIMITED OFFERING MEMORANDUM

\$9,420,000*

**CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT
(PASCO COUNTY, FLORIDA)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017
(ASSESSMENT AREA ONE)**

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Cypress Preserve Community Development District (the "District") of its \$9,420,000* Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Series 2017 Bonds").

THE SERIES 2017 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2017 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2017 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2017 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District, which is the issuer of the Series 2017 Bonds, is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 17-17 of the Board of County Commissioners of Pasco County, Florida, adopted on April 25, 2017 and effective as of April 27, 2017 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, and equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District include approximately 443.39 acres of land (the "District Lands") located entirely within the unincorporated Land O' Lakes area of central Pasco County, Florida (the "County"). The District Lands are part of a larger approximately 454.38 acre tract of land owned by Cypress Preserve 841, LLC, a Florida limited liability company (the "Developer") currently being developed as "Cypress Preserve" (the "Development"). The Developer intends to develop up to 840 single family units in the Development. The Development will be developed in phases.

* Preliminary, subject to change.

The Series 2017 Bonds will be secured by the non-ad valorem special assessments levied against the properties in Assessment Area One of the District benefited by the 2017 Project (as defined herein) all as described in the Assessment Proceedings (the "Series 2017 Assessments"). "Assessment Area One" is comprised of approximately 275.64 acres of land planned for approximately 487 single family lots. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "APPENDIX E: ASSESSMENT METHODOLOGY REPORT" for more information regarding allocation of the Series 2017 Assessments.

The Developer has entered into a Builder Contract (as hereinafter defined) with NVR, Inc., a Virginia Corporation d/b/a Ryan Homes ("NVR") to sell 840 developed lots to NVR, including without limitation, all of the lots planned for Assessment Area One. See "THE DEVELOPMENT" and "THE DEVELOPER" herein for more information.

The Series 2017 Bonds are being issued pursuant to the Act, Resolution Nos. 2017-23 adopted by the Board of Supervisors of the District (the "Board") on May 10, 2017, as supplemented, and a Master Trust Indenture, dated as of December 1, 2017 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture. See "APPENDIX B: PROPOSED FORM OF INDENTURES" hereto.

The Series 2017 Bonds are equally and ratably secured by the 2017 Trust Estate, without preference or priority of one Series 2017 Bond over another. The 2017 Trust Estate consists of all right, title and interest of the District in, to and under, subject to the terms of the Indenture, the revenues derived by the District from the Series 2017 Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time (the "2017 Pledged Revenues") and the Funds and Accounts (except for the 2017 Rebate Account and the 2017 Cost of Issuance Account) established under the First Supplemental Indenture (the "2017 Pledged Funds"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS."

Proceeds of the Series 2017 Bonds will be applied to (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the 2017 Project (as hereinafter defined); (ii) pay certain costs associated with the issuance of the Series 2017 Bonds; (iii) to pay a portion of the interest accruing on the Series 2017 Bonds; and (iv) fund the 2017 Reserve Account as herein provided. See "ESTIMATED SOURCES AND USES OF SERIES 2017 BOND PROCEEDS."

There follows in this Limited Offering Memorandum a brief description of the District, the 2017 Project, the Development, Assessment Area One, the Developer and summaries of the terms of the Series 2017 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such document and statute, and all references to the Series 2017 Bonds are qualified by reference to the form thereof and the information with respect thereto contained in the Indenture. The proposed forms of the Master Indenture and First Supplemental Indenture appear as APPENDIX B hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

DESCRIPTION OF THE SERIES 2017 BONDS

General Description

The Series 2017 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiples thereof (an "Authorized Denomination"). The Series 2017 Bonds will initially be sold only to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules promulgated thereunder by the Florida Department of Financial Services. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2017 Bonds.

Each Series 2017 Bond shall be dated the date of initial delivery. Each Series 2017 Bond shall also bear its date of authentication. Each Series 2017 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2017 Bond has been paid, in which event such Series 2017 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2017 Bonds, in which event such Series 2017 Bond shall bear interest from its date. Interest on the Series 2017 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2018, and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2017 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2017 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2017 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in the Indenture, all of the Outstanding Series 2017 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. See "DESCRIPTION OF THE SERIES 2017 BONDS - Book-Entry System" herein.

The First Supplemental Indenture provides that, with respect to Series 2017 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner.

U.S. Bank National Association is the Trustee, Bond Registrar and Paying Agent for the Series 2017 Bonds.

Redemption Provisions

Optional Redemption

The Series 2017 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after November 1, 20__ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a

Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
--------------------	--

* Maturity

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
--------------------	--

* Maturity

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
--------------------	--

<u>Year</u>	<u>Amortization Installment</u>
-------------	---------------------------------

* Maturity

The Series 2017 Bonds maturing November 1, 20__ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
-------------	---------------------------------

* Maturity

Any Series 2017 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2017 Bonds.

Upon redemption or purchase of the Series 2017 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2017 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2017 Bonds.

Extraordinary Mandatory Redemption

The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2017 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2017 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Date of Completion of the 2017 Project by application of moneys transferred from the 2017 Acquisition and Construction Account to the 2017 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2017 Prepayment Account from the prepayment of Series 2017 Assessments and from amounts deposited into the 2017 Prepayment Subaccount from any other sources; or

(iii) When the amount on deposit in the 2017 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2017 Bonds then Outstanding as provided in the Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2017 Bonds subject to redemption shall be called for redemption, the particular such Series 2017 Bonds or portions of such Series 2017 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of Redemption

Notice of each redemption of Series 2017 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2017 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2017 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2017 Bonds or such portions thereof on such date, interest on such Series 2017 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2017 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2017 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

If at the time of mailing the notice of any redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Series 2017 Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited. Reference is hereby specifically made to "APPENDIX B: PROPOSED FORMS OF INDENTURES" for additional details concerning the redemption of Series 2017 Bonds.

Purchase of Series 2017 Bonds

At the written direction of the District, the Trustee shall apply moneys from time to time available in the 2017 Sinking Account to the purchase of Series 2017 Bonds which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, at prices no higher than the principal amount thereof provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. Any Series 2017 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2017 Bonds.

Book-Entry System

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC, and the District does not make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2017 Bonds. The Series 2017 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2017 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2017 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2017 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2017 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2017 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2017 Bonds, except in the event that use of the book-entry system for the Series 2017 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2017 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2017 Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2017 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2017

Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2017 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2017 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2017 Bonds may wish to ascertain that the nominee holding the Series 2017 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2017 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2017 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2017 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2017 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2017 Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2017 Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, the Series 2017 Bonds will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS

General

NEITHER THE SERIES 2017 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2017 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2017 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2017 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2017 PLEDGED REVENUES AND THE 2017 PLEDGED FUNDS PLEDGED TO THE SERIES 2017 BONDS, ALL AS PROVIDED IN THE SERIES 2017 BONDS AND IN THE INDENTURE.

The Series 2017 Bonds are equally and ratably secured by the 2017 Trust Estate, without preference or priority of one Series 2017 Bond over another. The 2017 Trust Estate consists of all right, title and interest of the District in, to and under, subject to the terms of the Indenture, the revenues derived by the District from the Series 2017 Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time (the "2017 Pledged Revenues") and the Funds and Accounts (except for the 2017 Rebate Account and the 2017 Cost of Issuance Account) established under the First Supplemental Indenture (the "2017 Pledged Funds"). The "Series 2017 Assessments" are the Special Assessments levied against properties within the District specifically benefitted by the 2017 Project as described in the Assessment Proceedings (as hereinafter defined). The Series 2017 Bonds are not secured by assessments on any other District Lands.

"Special Assessments" mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof, including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act. "Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2017 Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Series 2017 Assessments.

Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Series

2017 Assessments will constitute a lien against the land as to which the Series 2017 Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Covenant to Levy the Series 2017 Assessments

The District will covenant in the Indenture to comply with the terms of the proceedings heretofore adopted with respect to the Series 2017 Assessments, including the Assessment Methodology (defined herein), and to levy Series 2017 Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2017 Bonds when due. The District will further agree that it shall not amend the Assessment Methodology in any material manner without the written consent of the Majority Owners.

If any Series 2017 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2017 Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2017 Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Series 2017 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Series 2017 Assessment from legally available moneys, which moneys shall be deposited into the 2017 Revenue Account. See "BONDOWNERS RISKS – Inadequacy of 2017 Reserve Account." In case any such subsequent Series 2017 Assessment shall also be annulled, the District shall obtain and make other Series 2017 Assessments until a valid Series 2017 Assessment shall be made.

Prepayment of Series 2017 Assessments

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Series 2017 Assessments may pay the entire balance of the Series 2017 Assessments remaining due, without interest, within thirty (30) days after the 2017 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the 2017 Project pursuant to Chapter 170.09, Florida Statutes. The Developer, as the initial owner of all of the property within the District subject to the Series 2017 Assessments, will covenant to waive this right in connection with the issuance of the Series 2017 Bonds pursuant to a "Declaration of Consent to Jurisdiction of Cypress Preserve Community Development District, Imposition of Special Assessments and Imposition of Lien of Record." Such declaration will be recorded in the public records of the County, and the covenants contained therein will be binding on future landowners in the District.

[Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2017 Assessments may pay the principal balance of such Series 2017 Assessments, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the earlier of the next succeeding Redemption Date, which is at least 45 days after the date of payment. If such prepayment shall occur within 45 days of the next Redemption Date, accrued interest shall be calculated to the next succeeding Redemption Date.]

Any prepayment of Series 2017 Assessments will result in the extraordinary mandatory redemption of Series 2017 Bonds, as indicated under "DESCRIPTION OF THE SERIES 2017 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption." The prepayment of Series 2017 Assessments does not entitle the owner of the property to a discount for early payment.

Limitation on Issuance of Additional Bonds

Other than Bonds issued to refund a portion of Outstanding Series 2017 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2017 Bonds are outstanding, issue or incur any debt payable in whole or in part from the 2017 Trust Estate. In addition, the District will covenant not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2017 Assessments for any capital project unless the Series 2017 Assessments have been Substantially Absorbed. "Substantially Absorbed" means the date at least 90% of the principal portion of the Series 2017 Assessments have been assigned to residential units that have received certificates of occupancy. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2017 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series 2017 Assessments and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2017 Assessments without the consent of the Owners of the Series 2017 Bonds. Additionally, the District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2017 Assessments, on the same lands upon which the Series 2017 Assessments are imposed, to fund the maintenance and operation of the District. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

2017 Acquisition and Construction Account

Pursuant to the First Supplemental Indenture, there is established within the Acquisition and Construction Fund held by the Trustee a 2017 Acquisition and Construction Account. Amounts on deposit in the 2017 Acquisition and Construction Account shall be applied to pay the Costs of the 2017 Project upon compliance with the requirements of the requisition positions of the Master Indenture.

Any balance remaining in the 2017 Acquisition and Construction Account after the Completion Date and after retaining the amount, if any, of all remaining unpaid Costs of the 2017 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be transferred to and deposited in the 2017 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2017 Bonds in the manner prescribed in the form of Series 2017 Bond set forth as an exhibit to the First Supplemental Indenture.

2017 Reserve Account

Pursuant to the First Supplemental Indenture, there is established within the Debt Service Reserve Fund a 2017 Reserve Account, in which monies will be deposited in an amount equal to the 2017 Reserve Account Requirement. See "ESTIMATED SOURCES AND USES OF PROCEEDS" herein. The "2017 Reserve Account Requirement" shall mean _____ percent (___%) of the maximum annual Debt Service Requirement for the Series 2017 Bonds [as of the dated date of the Series 2017 Bonds.] [The 2017 Reserve Account Requirement shall be \$_____.]

Amounts on deposit in the 2017 Reserve Account except as provided elsewhere in the Indenture shall be used only for the purpose of making payments into the 2017 Interest Account and the 2017 Sinking Fund Account to pay the Series 2017 Bonds, without distinction as to Series 2017 Bonds and

without privilege or priority of one Series 2017 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient to make the due payments on the Series 2017 Bonds.

All earnings on investments in the 2017 Reserve Account shall be deposited to the 2017 Revenue Account provided no deficiency exists in the 2017 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2017 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and 2017 Investment Obligations.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2017 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2017 Bonds, together with accrued interest on such Series 2017 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2017 Prepayment Account the amount on deposit in the 2017 Reserve Account to pay and redeem all of the Outstanding Series 2017 Bonds on the earliest such date.

The District may provide that the difference between the amounts on deposit in the 2017 Reserve Account and the 2017 Reserve Account Requirement shall be an amount covered by obtaining bond insurance or a surety bond issued by a municipal bond insurer, rated at the time of initial deposit to the 2017 Reserve Account in one of the two highest categories (at least AA by S&P or at least Aa by Moody's without reference to gradations) by one of such nationally recognized rating agencies (the "Reserve Account Credit Instrument"). At any time after the issuance of the Series 2017 Bonds, the District may withdraw any or all of the amount of money on deposit in the 2017 Reserve Account and substitute in its place a Reserve Account Credit Instrument as described above in the face amount of such withdrawal, and such withdrawn moneys shall, after payment of the premium for such Reserve Account Credit Instrument, be transferred to the 2017 Prepayment Account.

Deposit and Application of the 2017 Pledged Revenues

Pursuant to the First Supplemental Indenture, there is established within the Revenue Fund a 2017 Revenue Account into which the Trustee shall deposit the revenues from the Series 2017 Assessments including the interest thereon with the Trustee. Upon deposit of the revenues from the Series 2017 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Series 2017 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

- (i) Assessment Interest which shall be deposited into the 2017 Interest Account;
- (ii) Assessment Principal, which shall be deposited into the 2017 Sinking Fund Account;
- (iii) Prepayment Principal which shall be deposited into the 2017 Prepayment Account;
- (iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal, from the 2017 Reserve Account to pay the principal of Series 2017 Bonds to the extent that less than the 2017 Reserve Account Requirement is on deposit in the 2017 Reserve Account, and, the balance, if any, shall be deposited into the 2017 Sinking Fund Account;
- (v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2017 Reserve Account to pay the interest of Series 2017 Bonds to the extent that

less than the 2017 Reserve Account Requirement is on deposit in a 2017 Reserve Account, and, the balance, if any, shall be deposited into the 2017 Interest Account;

(vi) The balance shall be deposited in the 2017 Revenue Account.

On each March 15, June 15, September 15 and December 15 (or if such March 15, June 15, September 15 or December 15 is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2017 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District to pay amounts on the next Interest Payment Date as provided in the Master Indenture from the 2017 Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2017 Bonds on the next succeeding redemption date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2017 Bonds. All interest due in regard to such prepayments shall be paid from the 2017 Interest Account or, if insufficient amounts are on deposit in the 2017 Interest Account to pay such interest then from the 2017 Revenue Account.

On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the 2017 Revenue Account to the 2017 Rebate Account established for the Series 2017 Bonds in the Rebate Fund, and the Arbitrage Certificate the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2017 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

Investments

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2017 Bonds shall be invested only in 2017 Investment Obligations, and further, earnings on investments in the 2017 Acquisition and Construction Account and 2017 Cost of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the 2017 Revenue Account, 2017 Sinking Fund Account, the 2017 Interest Account and the 2017 Prepayment Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the 2017 Revenue Account and used for the purpose of such Account. Earnings on investments in the 2017 Reserve Account shall be disposed of as set forth in "2017 Reserve Account" herein.

Collateral Assignment and Assumption of Development and Contract Rights

[As a condition precedent to the issuance of the Series 2017 Bonds, and as an inducement for the Bondholders to purchase the Series 2017 Bonds, the Developer will execute and deliver to the District a Collateral Assignment of Development Rights (the "Collateral Assignment"), pursuant to which the Developer will collaterally assign to the District, to the extent assignable, and to the extent accepted by the District in their sole discretion as the case may be, and to the extent that they are solely owned or controlled by the Developer or subsequently acquired by the Developer, all of the Developer's development rights relating to the development of the District Lands (collectively, the "Development Rights"), subject to the terms and conditions in the Collateral Assignment. The Development Rights include the following as they pertain to the development of the assessable lands within Assessment Area One of the District owned by Developer and subject to the Series 2017 Assessments: (a) engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage,

water distribution, waste water collection, and other improvements; (b) preliminary and final site plans and plats; (c) architectural plans and specifications for public buildings and other public improvements to the developable property within Assessment Area One; (d) permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the lands in Assessment Area One and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the 2017 Project; and (e) contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the lands in Assessment Area One or the construction of public improvements thereon; and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing. The Development Rights specifically exclude any portion of the Development Rights listed above which relate solely to (i) lots conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future conveyed, to the County, the District, any homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District Lands, if any, or (iii) lands outside the District.

Notwithstanding the above provisions to the contrary, in the event the District forecloses on the lands subject to the Series 2017 Assessments as a result of a landowner's failure to pay such assessments, there is a risk that the District or the Trustee, as the case may be, will not have all permits and entitlements necessary to complete the 2017 Project. [Furthermore, the Developer has already assigned certain Development Rights pursuant to certain mortgages.]]

Indenture Provisions Relating to Bankruptcy or Insolvency of Landowner

The Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Series 2017 Assessments pledged to the Series 2017 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). The District will acknowledge and agree that, although the Series 2017 Bonds were issued by the District, the Owners of the Series 2017 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer: (i) the District will agree that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2017 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding, the Outstanding Series 2017 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2017 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent); (ii) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding, the Series 2017 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee; (iii) the District will agree that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the

Majority Owners of the Series 2017 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent); (iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2017 Assessments relating the Series 2017 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and (v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2017 Assessments pledged to the Series 2017 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraph, nothing in the immediately preceding paragraph shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (iv) or (v) above. See "BONDOWNERS' RISKS – Bankruptcy Risks" for more information regarding Indenture provisions relating to bankruptcy or insolvency of a landowner.

Events of Default and Certain Remedies upon an Event of Default

The Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2017 Bonds:

- (a) if payment of any installment of interest on any Series 2017 Bonds is not made when it becomes due and payable; or
- (b) if payment of the principal or Redemption Price of any Series 2017 Bonds is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be determined solely by the Majority Owners of each Series of the applicable Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2017 Bonds and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than a majority in aggregate principal amount of the Series 2017 Bonds Outstanding; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) Any portion of the Series 2017 Assessments pledged to the Series 2017 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2017 Reserve Account to pay the Debt Service Requirements on the Series 2017 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2017 Reserve Account to pay the Debt Service Requirements on the Series 2017 Bonds) (the foregoing being referred to as a "2017 Reserve Account Event") unless within sixty (60) days from the 2017 Reserve Account Event the District has either paid to the Trustee (i) the amounts, if any, withdrawn from the 2017 Reserve Account or (ii) the portion of the Delinquent Assessment Principal and Delinquent Assessment Interest giving rise to the 2017 Reserve Account Event are no longer delinquent Assessments; and

(g) More than fifteen percent (15%) of the operation and maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the Series 2017 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

The Series 2017 Bonds are not subject to acceleration. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Series 2017 Bonds shall occur unless all of the Series 2017 Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series 2017 Bonds agree to such redemption.

If any Event of Default with respect to the Series 2017 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Series 2017 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2017 Bonds, including, without limitation, the right to require the District to

carry out any agreements with, or for the benefit of, the Bondholders of the Series 2017 Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Series 2017 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2017 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2017 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series 2017 Bonds.

The Majority Owners of the Outstanding Series 2017 Bonds then subject to remedial proceedings under Article X of the Master Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2017 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Indenture. All Series 2017 Assessments that are billed and collected directly by the District shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2017 Bonds is the Series 2017 Assessments imposed on certain lands in the District specially benefited by the 2017 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX E: ASSESSMENT METHODOLOGY REPORT."

The determination, order, levy, and collection of Series 2017 Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Pasco County Tax Collector (the "Tax Collector") or the Pasco County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in a delay in the collection of, or the complete inability to collect, the Series 2017 Assessments during any year. Such delays in the collection of Series 2017 Assessments, or complete inability to collect Series 2017 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2017 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2017 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2017 Bonds. The Act provides for various methods of collection of delinquent Series 2017 Assessments by reference to other provisions of the Florida Statutes. See "BONDOWNERS' RISKS." The following is a description of certain statutory provisions of assessment

payment and collection procedures appearing in the Florida Statutes but is qualified in its entirety by reference to such statutes.

Alternative Uniform Tax Collection Procedure for Series 2017 Assessments

Initially, the Developer will directly pay the Series 2017 Assessments to the District. After District Lands are platted and assigned their respective tax folio numbers, the Series 2017 Assessments will be collected pursuant to the Uniform Method (as hereinafter defined). At such times as the Series 2017 Assessments are collected pursuant to the Uniform Method of collection, the provisions of this section shall become applicable. The Florida Statutes provide that, subject to certain conditions, non-ad valorem special assessments may be collected by using the uniform method (the "Uniform Method") of collection. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2017 Assessments to be levied and then collected in this manner. The District's election to use a certain collection method with respect to the Series 2017 Assessments does not preclude it from electing to use another collection method in the future, subject to the provisions of the Indenture. See "Foreclosure" below with respect to collection of delinquent assessments not collected pursuant to the Uniform Method.

If the Uniform Method of collection is utilized, the Series 2017 Assessments will be collected together with County, special district, and other ad valorem taxes and non-ad valorem assessments, all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of ad valorem taxes and non-ad valorem assessments provide that such taxes and assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments (including the Series 2017 Assessments, if any, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay, all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2017 Assessments. Upon any receipt of moneys by the Tax Collector from the Series 2017 Assessments, such moneys will be delivered to the District, which will remit such Series 2017 Assessments to the Trustee for deposit to the 2017 Revenue Account within the Revenue Fund, except that any Prepayments of Series 2017 Assessments shall be deposited to the Series 2017 Prepayment Subaccount within the Series 2017 Redemption Account of the Series 2017 Bond Redemption Fund created under the Indenture and applied in accordance therewith.

All County, school and special district, including the District, ad valorem taxes, non-ad valorem special assessments, including the Series 2017 Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds are payable at one time, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. In such cases, the Tax Collector does not accept such partial payment and the partial payment is returned to the taxpayer. Therefore, in the event the Series 2017 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2017 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2017 Bonds.

Under the Uniform Method, if the Series 2017 Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in

November and decreasing one percentage point per month to 1% in February. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment. The Tax Collector is required to collect the ad valorem taxes and non-ad valorem special assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such taxes and assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Neither the District nor the Underwriter can give any assurance to the holders of the Series 2017 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2017 Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2017 Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, or (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2017 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2017 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2017 Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay the total amount of delinquent ad valorem taxes and non-ad valorem assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent taxes and assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest (currently 18%). The Tax Collector does not collect any money if tax certificates are "struck off" (issued) to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the Series 2017 Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2017 Assessments, which are the primary source of payment of the Series 2017 Bonds. Legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

Foreclosure

The following discussion regarding foreclosure is not applicable if the Series 2017 Assessments are being collected pursuant to the Uniform Method. In the event that the District itself directly levies and enforces, pursuant to Chapters 170 and 190, Florida Statutes, the collection of the Series 2017 Assessments levied on the land within the District, Section 170.10, Florida Statutes provides that upon the

failure of any property owner to pay all or any part of the principal of a special assessment, including a Series 2017 Assessment, or the interest thereon, when due, the governing body of the entity levying the assessment is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes relating to foreclosure of municipal tax and special assessment liens. Such a proceeding is in rem, meaning that it is brought against the land not against the owner. In light of the one-year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely that the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage, rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2017 Assessments and the ability to foreclose the lien of such Series 2017 Assessments upon the failure to pay such Series 2017 Assessments may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2017 Bonds offered hereby and are set forth below. Prospective investors in the Series 2017 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2017 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2017 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2017 Bonds.

Concentration of Land Ownership

As of the date of delivery of the Series 2017 Bonds, the Developer own all of the developable lands within Assessment Area One of the District that will initially be subject to the Series 2017 Assessments securing the Series 2017 Bonds. Payment of the Series 2017 Assessments is primarily dependent upon their timely payment by the Developer and the other future landowners in the District owning lands subject to the Series 2017 Assessments. Non-payment of the Series 2017 Assessments by the Developer would have a substantial adverse impact upon the District's ability to pay debt service on the Series 2017 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2017 Bonds as such bankruptcy could negatively impact the ability of: (i) the Landowner(s) and any other landowner being able to pay the Series 2017 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2017 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2017 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of

the Series 2017 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2017 Bonds, including, without limitation, enforcement of the obligation to pay Series 2017 Assessments and the ability of the District to foreclose the lien of the Series 2017 Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2017 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2017 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of Certain Landowners." The District cannot express any view whether such delegation would be enforceable and none of the legal opinions provided in connection with the issuance of the Series 2017 Bonds will opine to the enforceability of such provision.

Series 2017 Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2017 Bonds is the timely collection of the Series 2017 Assessments. The Series 2017 Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Developer or subsequent landowners will be able to pay the Series 2017 Assessments or that they will pay such Series 2017 Assessments even though financially able to do so. Neither the Developer nor any other subsequent landowner has any personal obligation to pay the Series 2017 Assessments. Neither the Developer nor any other subsequent landowner is a guarantor of payment of any Series 2017 Assessment and the recourse for the failure of the Developer or any other subsequent landowner, to pay the Series 2017 Assessments is limited to the collection proceedings against the land as described herein. Therefore the likelihood of collection of the Series 2017 Assessments may ultimately depend on the market value of the land subject to taxation. While the ability of the Developer or subsequent landowner to pay Series 2017 Assessments is a relevant factor, the willingness of the Developer or subsequent landowner to pay the taxes, which may also be affected by the value of the land subject to taxation, is also an important factor in the collection of Series 2017 Assessments. The failure of the Developer or subsequent landowners to pay the Series 2017 Assessments could render the District unable to collect delinquent Series 2017 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2017 Bonds.

Regulatory and Environmental Risks

The development of the Development is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals," herein for more information.

The value of the land within the District, the success of the Development and the likelihood of timely payment of principal and interest on the Series 2017 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2017 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for more information on the Developer's environmental site assessments. Nevertheless, it is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District and no assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District lands.

Economic Conditions and Changes in Development Plans

The successful sale of the residential units, once such homes are built within the District may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. Moreover, the Developer has the right to modify or change their plan for development of the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes

The willingness and/or ability of an owner of benefited land to pay the Series 2017 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2017 Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2017 Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

Limited Secondary Market for Series 2017 Bonds

The Series 2017 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2017 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2017 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2017 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2017 Bonds, depending on the progress of development of the Development and the lands within District, as applicable, existing real estate and financial market conditions and other factors.

Inadequacy of 2017 Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2017 Assessments, may not adversely affect the timely payment of debt service on the Series 2017 Bonds because of the 2017 Reserve Account. The ability of the 2017 Reserve Account to fund deficiencies caused by delinquent Series 2017 Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the 2017 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the 2017 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2017 Assessments, the 2017 Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the 2017 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the 2017 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2017 Assessments in order to provide for the replenishment of the 2017 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2017 Assessments, such landowners may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Series 2017 Bondholders to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of Series 2017 Bond proceeds that can be used for such purpose.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion

could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the Agency found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its fund or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has recently closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the Developer, and none were elected by qualified electors. There can be no assurance that an audit by the IRS of the Series 2017 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2017 Bonds are advised that, if the IRS does audit the Series 2017 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as

the taxpayer, and the Owners of the Series 2017 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2017 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2017 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2017 Bonds would adversely affect the availability of any secondary market for the Series 2017 Bonds. Should interest on the Series 2017 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2017 Bonds be required to pay income taxes on the interest received on such Series 2017 Bonds and related penalties, but because the interest rate on such Series 2017 Bonds will not be adequate to compensate Owners of the Series 2017 Bonds for the income taxes due on such interest, the value of the Series 2017 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2017 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2017 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2017 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2017 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2017 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

Since the Series 2017 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for political subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2017 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2017 Bonds would need to ensure that subsequent transfers of the Series 2017 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Federal Tax Reform

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress that, if enacted into law, could alter or amend one or more of the federal tax matters described above including, without limitation, the excludability from gross income of interest on the Series 2017 Bonds, adversely affect the market price or marketability of the Series 2017 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. Currently, separate bills designed to bring about comprehensive reform of the United States Tax Code are being considered in the House of Representatives and Senate. Each bill includes provisions that would directly and indirectly adversely affect the ability of issuers to issue tax-exempt bonds and could indirectly adversely affect the market price or marketability of the Series 2017 Bonds. Both bills contain provisions that would eliminate the ability of issuers to issue advance refunding bonds after December 31, 2017. Both bills also contain provisions that would significantly lower the corporate tax rate and potentially reduce the marginal tax rate for many personal income taxpayers. Neither bill as proposed affects the excludability from gross income of interest on the Series 2017 Bonds if they are issued, as expected, prior to January 1, 2018.

However, it cannot be predicted whether or in what form this proposed legislation or any other such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2017 Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Series 2017 Bonds. Prospective purchasers of the Series 2017 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS."

State Tax Reform

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2017 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors causing Failure to Complete the 2017 Project or the Construction of Homes in Assessment Area One of the District

There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the 2017 Project, that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the 2017 Project. Further, pursuant to the Indenture, the District has covenanted, other than Bonds issued to refund a portion of Outstanding Series 2017 Bonds, the issuance of which as determined by the District results in present value debt service savings, to not, while any Series 2017 Bonds are outstanding, issue or incur any debt payable in whole or in part from the 2017 Trust Estate. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2017 Assessments for any capital project unless the Series 2017 Assessments have been Substantially Absorbed. Notwithstanding the above paragraph to the contrary, certain operation and maintenance assessments have and will continue to be levied upon the same lands subject to the Series 2017 Assessments; however, such assessments will not be available to pay debt service on the Series 2017 Bonds. The Series 2017 Assessments and the operation and maintenance assessments will have coequal lien status on the District Lands. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS – Additional Bonds" for more information.

Further, the net proceeds from the Series 2017 Bonds are paying only for a portion of the 2017 Project. Although the Developer will enter into a completion agreement at closing on the Series 2017 Bonds to complete the 2017 Project and [any additional development infrastructure necessary to develop the lots it owns in Assessment Area One that will be subject to the Series 2017 Assessments, there can be no assurance that the Developer will have sufficient resources to do so]. Such obligation of the Developer is an unsecured obligation and the Developer is a special purpose entity whose primary asset is its

interests in the Development lands. In addition, even if sufficient lots are developed to absorb the lien of the Series 2017 Homes, there is the possibility that the may fail to close with the Builder or that the Builder may not construct homes on such lots. See "THE DEVELOPMENT" and "THE DEVELOPER" herein for more information.

Payment of Series 2017 Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2017 Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF SERIES 2017 BOND PROCEEDS

Source of Funds

Aggregate Principal Amount of Series 2017 Bonds	\$ _____
[Plus/Less: Net Original Issue Premium Discount]	_____
Total Sources	\$ _____

Use of Funds

Deposit to 2017 Acquisition and Construction Account	\$ _____
Deposit to 2017 Interest Account ⁽¹⁾	_____
Deposit to 2017 Reserve Account	_____
Costs of Issuance, including Underwriter's Discount ⁽²⁾	_____
Total Uses	\$ _____

(1) Represents capitalized interest on the Series 2017 Bonds through and including _____, 201__.

(2) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2017 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2017 Bonds:

Period Ending <u>November 1</u>	Principal (<u>Amortization</u>)	<u>Interest</u>	<u>Total Debt Service</u>
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TOTALS

* Includes capitalized interest through and including _____, 201_.

** The final maturity of the Series 2017 Bonds.

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THE DISTRICT

General Information

The District, which is the issuer of the Series 2017 Bonds, is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 17-17 of the Board of County Commissioners of Pasco County, Florida, effective on April 27, 2017 (the "Ordinance"). The District encompasses approximately 443.39 acres of land and is located in the unincorporated Land O' Lakes area of central Pasco County, Florida. The District is located approximately one mile south of State Road 52 with planned access to the District from U.S. Highway 41.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to and established in accordance with the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things: (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things, (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges, (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system, (iii) District roads equal to or exceeding the specifications of the county in which such district roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines, and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of lands of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2017 Bonds.

Board of Supervisors

The governing body of the District is its Board of Supervisors (the "Board"), which is composed of five Supervisors (the "Supervisors"). The Act provides that, at the initial meeting of the landowners,

Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre and shall not be aggregated for determining the number of voting units held). Upon the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State of Florida and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, both to four-year terms. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve four-year terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below.

<u>Name**</u>	<u>Title</u>	<u>Term Expires</u>
Brian Howell*	Chairperson	November, 2021
Debby Hukill*	Vice-Chairperson	November, 2019
Eric Davidson*	Assistant Secretary	November, 2021
Vacant	Assistant Secretary	
Vacant	Assistant Secretary	

* Employee of, or affiliated with, or contracted by the Developer.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained District Management Services, LLC, a Florida limited liability company d/b/a Meritus Districts, to serve as its district manager ("District Manager"). The District Manager's office is located at 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607, telephone number (813) 873-7300.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Orlando, Florida, as Bond Counsel; Florida Design Consultants, Inc., New Port Richey, Florida, as Consulting Engineer; and Straley Robin Vericker P.A., Tampa, Florida, as District Counsel. The Board has also retained District Management Services, LLC, a Florida limited liability company d/b/a Meritus Districts, to serve as Methodology Consultant for the Series 2017 Bonds.

No Outstanding Indebtedness

The District has not previously issued any bonds or other debt obligations.

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THE CAPITAL IMPROVEMENT PLAN AND THE 2017 PROJECT

Florida Design Consultants, Inc. (the "District Engineer") prepared an Engineer's Report dated June 26, 2017, as supplemented by Supplement #1 to Engineer's Report dated November 7, 2017 (collectively, the "Engineer's Report") which sets forth certain public improvements to be constructed in the District, with such costs broken out for Assessment Area One and Assessment Area Two. The Engineer's Report estimates the total cost to complete the public improvements for the entire District to be approximately \$26,619,829, with the cost for Assessment Area One estimated to be approximately \$16,872,879, as set forth in more detail below. See "APPENDIX A: ENGINEER'S REPORT" for more information regarding the 2017 Project.

	Total
Engineering, Design, Permitting, Surveying, Testing	\$ 979,195
Earthwork	3,092,433
Storm Water Management	1,595,009
Roads	2,247,808
Offsite Improvements	620,082
Potable Water & Fire	615,900
Sanitary Sewer	1,394,477
Reclaimed Water	273,021
Recreational Amenity	1,800,000
Landscaping/Irrigation/Hardscape	691,758
Environmental Mitigation Area	310,108
Permit Fees and Impact Fees	1,998,755
Contingency	1,254,333
Total Estimated Costs	<u>\$16,872,879</u>

The net proceeds of the Series 2017 Bonds available for the 2017 Project costs are expected to be approximately \$7,950,000†. See "THE DEVELOPMENT" for more information regarding the development work performed and the costs spent to date in connection with the 2017 Project. The Developer will enter into a completion agreement at closing on the Series 2017 Bonds to complete the 2017 Project [and any additional development infrastructure necessary to develop the Assessment Area One]. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors causing Failure to Complete the 2017 Project or the Construction of Homes in Assessment Area One of the District." The District may issue additional bonds in the future in connection with other phases of the Development. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2017 BONDS – Limitations on Additional Debt" for restrictions on the District's ability to issue additional bonds.

The District Engineer has indicated that all permits necessary to develop the 2017 Project have been obtained or are expected to be obtained in the ordinary course. In addition to the Engineer's Report, see "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

[Remainder of page intentionally left blank.]

† Preliminary, subject to change.

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

District Management Services, LLC, a Florida limited liability company d/b/a Meritus Districts (the "Methodology Consultant"), has prepared a Master Assessment Methodology Report for Assessment Area One dated November 7, 2017, [as supplemented by the First Supplemental Assessment Methodology Report dated _____, 2017, included herein as APPENDIX E (collectively, the "Assessment Methodology")]. The Assessment Methodology sets forth an overall method for allocating the Series 2017 Assessments to be levied against the lands within the District benefited by the 2017 Project and collected by the District as a result thereof. Once the final terms of the Series 2017 Bonds are determined, the Assessment Methodology will be revised to reflect such final terms. Once levied and imposed, the Series 2017 Assessments are a first lien on the land against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District, including the operation and maintenance assessments, and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2017 Bonds are payable from and secured solely by the 2017 Trust Estate, which consist primarily of the Series 2017 Assessments. The Assessment Methodology provides for the Series 2017 Assessments to be assigned to the 275.65 gross acres in Assessment Area One. As the unplatted tract is developed and platted, the Series 2017 Assessments will be assigned to the lots within the tract in accordance with the Assessment Methodology in the amounts set forth below. The Series 2017 Assessments are expected to be assigned to a total of 487 residential lots (the "Assessment Area One"). See "APPENDIX E: ASSESSMENT METHODOLOGY REPORT." The Series 2017 Assessments will be allocated as follows: [To be updated upon receipt of supplemental method.]

Product	Number of Planned Units*	Annual Series 2017 Assessment*	Series 2017 Bonds Total Par Per Unit*
Villa	100	\$1,050	\$15,595
Single Family 40'	171	\$1,200	\$17,823
Single Family 50'	<u>216</u>	\$1,500	\$22,279
Total	487		

* Preliminary, subject to change. [The numbers shown herein assume the resident pays the Series 2017 Assessments in November and include a ____% fee for the Property Appraiser and Tax Collector. The Series 2017 Assessments will be grossed up by an additional 4% when placed on the tax roll.]

Each homeowner in the District will pay annual taxes, assessment and fees on an ongoing basis as a result of its ownership of property within the District, including local ad valorem property taxes, the maintenance and operating assessments to be levied by the District, and the homeowners' association assessments to be levied by the homeowners' association. The District anticipates levying assessments to cover its operation and administrative costs that will be approximately \$____ to \$____ per unit annually, which amounts are subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate in the District is currently approximately ____ mills. These taxes would be payable in addition to the Series 2017 Assessments and any other assessments levied by the District and other taxing authorities. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Pasco County, Florida may each levy ad valorem taxes upon the District Lands. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS

RISKS" and "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including proposed associations' assessments.

Set forth on the following page is an outline of both Assessment Areas.



The information appearing below under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or by the Underwriter or its counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them.

The following information is provided by the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Developer's obligations to pay the Series 2017 Assessments are no greater than the obligation of any other subsequent landowner within the District. The Developer is not a guarantor of payment on any property within the District, and the recourse for the Developer's or any subsequent landowners' failure to pay the Series 2017 Assessments is limited to their respective ownership interests in the property.

THE DEVELOPMENT

General

The boundaries of the District include approximately 443.39 acres of land (the "District Lands") located entirely within the unincorporated Land O' Lakes area of central Pasco County, Florida (the "County"). The District is located approximately one mile south of State Road 52 with planned access to the District from U.S. Highway 41. The District Lands are part of a larger approximately 454.38 acre tract of land owned by Cypress Preserve 841, LLC, a Florida limited liability company (the "Developer") currently being developed as "Cypress Preserve" (the "Development").

The Developer intends to develop up to 840 single family units in the Development. The Development will be developed in phases and has been divided into two separate assessments areas. The Series 2017 Bonds will provide funds to develop the infrastructure for the first phase of the Development and will be secured by the Series 2017 Assessments levied on the lands in Assessment Area One. Assessment Area One is comprised of approximately 275.64 acres of land planned for approximately 487 single family lots.

The Developer has entered into two Builder Contracts with NVR, Inc., a Virginia Corporation d/b/a Ryan Homes ("NVR"), to sell all of the developed lots in the District to NVR on a takedown schedule for each phase. NVR has made a deposit of [\$_____] under the Builder Contracts which has been released to the Developer and the inspection period has expired on all of the District Lands. See "- The Builder and the Builder Contracts" herein for more information on NVR and the Builder Contracts.

Land Acquisition

The Developer acquired all the lands in the Development on February 10, 2017 for approximately \$9,950,000. The Developer's acquisition price for the lands in Assessment Area One was approximately \$5,750,000. [An affiliate of the Developer holds a purchaser mortgage on approximately 108 acres in Assessment Area One that secures a \$3,758,333 promissory note. These lands are planned for the second phase of development in Assessment Area One and the Developer anticipates paying of the purchaser mortgage by _____, 201__.] All of the lands in Assessment Area Two are subject to a mortgage that secures a \$2,800,000 promissory note. All of the lands in the Development are also subject to an indemnity mortgage in favor of NVR.

Development Finance Plan

Total land development costs for Assessment Area One are estimated to be \$16,872,879 which includes the amenities. As of November 21, 2017, the Developer has spent approximately \$2,656,495 in land development costs in Assessment Area One. A portion of the development costs will be funded by the Series 2017 Bonds in the approximate amount of \$7,950,000*. The remaining development costs and the Amenities costs will be funded by Developer equity and future lot sales proceeds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2017 BONDS – Additional Obligations" and "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development of Assessment Area One or the Construction of Homes Therein."

Development Plan and Status

The District is installing certain master infrastructure and parcel infrastructure for the 840 lots under contract with NVR, including without limitation the 487 lots planned for Assessment Area One that will be subject to the Series 2017 Assessments.

Land development for the Development portion commenced in August of 2017 on the first 138 planned lots and the Developer anticipates completion of [Assessment Area One / the entire Development] by November, 2020.

Set forth on the following page is the current phasing plan for the District. [Assessment Area One is comprised of Phase 1, Phase 2 and a portion of Phase 3. Assessment Area Two is comprised of a portion of Phase 3 and Phase IV.]



The Builder and the Builder Contracts

The Developer has entered into two Lot Purchase Agreements both dated June 30, 2016, as amended (collectively, the "Builder Contracts") with NVR, INC., a Virginia corporation d/b/a Ryan Homes ("NVR"), to purchase 556 single family residential detached lots and 284 single family residential villa lots within the District on a takedown schedule.

NVR has made a deposit of [\$_____] under the Builder Contracts which has been released to the Developer and the inspection period has expired on all of the District Lands. NVR has indemnity mortgages recorded on all District Lands securing its deposit.

The Builder Contracts provide for an initial purchase price of \$33,000 for each of the villa lots, \$40,000 for each of the forty foot (40') lots and \$50,000 for each of the fifty foot (50') lots, which are subject to adjustment and quarterly increases as set forth in the Builder Contracts.

[The Builder Contracts provide for the lots to be taken down by Phase. Assessment Area One is comprised of Phase 1, Phase 2 and a portion of Phase 3. Assessment Area Two is comprised of a portion of Phase 3 and Phase IV.]

NVR is expected to close on its first two model lots in Phase 1 on December __, 2017. Subject to completion of Developer's development obligations, including constructing the amenities, the Builder Contracts provide for a takedown schedule of approximately 120 lots per year. The Developer anticipates this will commence in the second quarter of 2018 until sellout.

NVR is a Virginia corporation and the parent company of Ryan Homes, NVHomes and Fox Ridge Homes, which construct new homes, NVR Mortgage, which provides a variety of house financing programs, and NVR Settlement Services, which provides settlement and title services. NVR operates in two business segments: house building and mortgage banking. NVR's stock trades on the New York Stock Exchange under the symbol NVR. NVR is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for NVR is No-0000906163. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 1024, 450 Fifth Street NW, Judiciary Plaza, Washington, DC, and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by NVR pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

NVR DOES NOT HAVE ANY LIABILITY, NOR IS IT GUARANTEEING ANY OF THE DEVELOPER'S OBLIGATIONS WITH RESPECT TO THE 2017 PROJECT OR ITS COMPLETION OR ANY OF THE DEVELOPER'S OTHER OBLIGATIONS INCURRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2017 BONDS OR PAYMENT OF THE SERIES 2017 ASSESSMENTS.

Lot Status and Residential Product Offerings

The following table reflects the Developer's current expectations for the single-family units to be constructed in the Series 2017 Assessment Area, along with the number of developable units, bedrooms, bathrooms, square footages, estimated purchase prices per developed lots and estimated home prices, all of which are subject to change.

<u>Product</u>	<u>Square Feet</u>	<u>Purchase Price per Developed Lot</u>	<u>Estimated Home Prices</u>
Villa	1,600	\$33,000	\$185,000
Single Family 40'	1,850	\$40,000	\$220,000
Single Family 50"	2,400	\$50,000	\$275,000
Total			

The Developer anticipates the Builder will acquire approximately 120 lots per year commencing in second quarter of 2018 until sellout. These anticipated absorption rates are based upon estimates and assumptions made by Developer that are inherently uncertain, though considered reasonable by

Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of Developer. As a result, there can be no assurance such absorption rates will occur or be realized in the time frames anticipated.

Amenities

The Developer is constructing the amenities' for the District, which are expected to include at tot lot, covered pavilions, bench swings, swimming pools with lounging decks and restrooms, and associated landscaping. The total cost of the amenities are expected to be approximately \$1,900,000 of which the Developer has spent \$45,075 as of November 21, 2017. Construction on the amenity will start in the first quarter of 2018 and is expected to be completed in the fourth quarter of 2018.

Development Approvals

[The Development has received zoning approval as two separate Master Planned Unit Developments, which allows for the development of 487 single-family residential units in Assessment Area One. Assessment Area One has also received master plan approval, which includes roadway, utilities, conceptual stormwater and an Army Corps of Engineer permit. Phase 1 in Assessment Area One has received construction permits. The District's Consulting Engineer will certify at the closing of the Series 2017 Bonds that there are no known issues which would prevent permits or approvals necessary for the installation of the infrastructure for Assessment Area One from being obtained.]

Environmental

A Phase I Environmental Site Assessment was performed on Assessment Area One and certain additional lands on June 28, 2016 (the "ESA"). The ESA found no recognized environmental conditions ("REC") in Assessment Area One. A Phase I Environmental Site Assessment was also performed on Assessment Area Two on June 27, 2016 (the "ESA"). The ESA found no recognized environmental conditions in Assessment Area Two. See "BONDOWNERS' RISK – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

Taxes, Assessments and Fees

The Series 2017 Bonds are payable from and secured solely by the 2017 Trust Estate, which consist primarily of the Series 2017 Assessments. The Assessment Methodology provides for the Series 2017 Assessments to be assigned to the 275.65 gross acres in Assessment Area One. As the unplatted tract is developed and platted, the Series 2017 Assessments will be assigned to the lots within the tract in accordance with the Assessment Methodology in the amounts set forth below. The Series 2017 Assessments are expected to be assigned to a total of 487 residential lots (the "Assessment Area One"). See "APPENDIX E: ASSESSMENT METHODOLOGY REPORT." The Series 2017 Assessments will be allocated as follows: [To be updated upon receipt of supplemental method.]

Product	Number of Planned Units*	Annual Series 2017 Assessment*	Series 2017 Bonds Total Par Per Unit*
Villa	100	\$1,050	\$15,595
Single Family 40'	171	\$1,200	\$17,823
Single Family 50'	<u>216</u>	\$1,500	\$22,279
Total	487		

* Preliminary, subject to change. [The numbers shown herein assume the resident pays the Series 2017 Assessments in November and include a 2% fee for the Property Appraiser and Tax Collector. The Series 2017 Assessments will be grossed up by an additional 4% when placed on the tax roll.]

Each homeowner in the District will pay annual taxes, assessment and fees on an ongoing basis as a result of its ownership of property within the District, including local ad valorem property taxes, the maintenance and operating assessments to be levied by the District, and the homeowners' association assessments to be levied by the homeowners' association. The District anticipates levying assessments to cover its operation and administrative costs that will be approximately \$___ to \$___ per unit annually, which amounts are subject to change. [In addition, residents will be required to pay homeowners' association fees for both a master and neighborhood homeowner's association which are currently estimated to be approximately \$___ per residential unit annually, respectively; which amounts are subject to change.] The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate in the District is currently approximately ___ mills. These taxes would be payable in addition to the Series 2017 Assessments and any other assessments levied by the District and other taxing authorities. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Pasco County, Florida may each levy ad valorem taxes upon the District Lands. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education

Children residing in the Development are expected to attend Connerton Elementary School, Pine View Middle School and Land O'Lakes High School, which are located within 4 miles, 9 miles and 5 miles away from the Development, respectively. The Pasco County School Board may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

Utilities

Electric utilities will be provided to the Development by Withlacoochee Electric Cooperative, Inc. Potable water and sanitary sewer service to the Development will be provided by Pasco County.

Competition

The Development is expected to compete with projects in the central Pasco County market generally, which include Connerton, Lakewood Ranch and Talavera. The foregoing does not purport to summarize all of the existing or planned communities in the area of the Development

THE DEVELOPER

[Cypress Preserve 841, LLC, a Florida limited liability company (the "Developer"), is currently the sole landowner and developer of the District Lands. The Developer was organized on May 13, 2016. The Developer is managed by Ali Hasbini. The Developer is a special purpose entity whose primary asset is its interests in the Development lands. The Developer is owned by two fifty percent (50%) members consisting of AH Cypress Preserve, LLC, a Florida limited liability company, and CP Holdings 841, LLC, a Florida liability company. Ali Hasbini is the owner and manager of AH Cypress Preserve, LLC.

Ali Hasbini, President of Sunrise Homes, Inc. and Transcend Development Corp. in Hillsborough County Florida, has more than 30 years' experience as an independent builder and developer. His companies have successfully developed more than 40 development projects and nearly 3,000 homes. A former faculty member at University of South Florida in Tampa, he holds an MBA in Finance and has recently earned a doctorate in business administration from USF. He is a certified public accountant with memberships in the Florida and the American Institutes of CPA's. He is also a state certified general contractor. In 1995, the University of South Florida's College of Business Administration named him "Entrepreneur of the Year." In addition, Ali is a member of the Advisory Council for the School of Accountancy at the University of South Florida.]

TAX MATTERS

General

In the opinions of Akerman LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions and assuming continuing compliance with certain covenants and the accuracy of certain representations, (1) interest on the Series 2017 Bonds will, under Section 103 of the Code, be excludable from gross income for federal income tax purposes, (2) interest on the Series 2017 Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, (3) interest on the Series 2017 Bonds will be taken into account in determining adjusted current earnings for purposes of computing the federal alternative minimum tax imposed on corporations, and (4) the Series 2017 Bonds and the interest thereon will not be subject to taxation under the laws of the State, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations as defined therein.

The above opinions on federal tax matters with respect to the Series 2017 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the Developer, and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2017 Bonds will be and will remain obligations, the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2017 Bonds.

The Internal Revenue Code of 1986, as amended (the "Code") prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excludable from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations in order for the interest to be and to continue to be so excludable from the date of issuance. Noncompliance with these requirements by the District may cause the interest on the Series 2017 Bonds to be included in gross income for federal income tax purposes and thus to be subject to federal income tax retroactively to the date of issuance of the Series 2017 Bonds. The District has covenanted to take the actions required of it for the interest on the Series 2017 Bonds to be and to remain excludable from gross income for federal income tax purposes, and not to take any actions that would adversely affect that excludability.

Except as described herein, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Series 2017 Bonds. Prospective purchasers of the Series 2017 Bonds should be aware that the ownership of the Series 2017 Bonds may result in certain collateral federal tax consequences. Prospective purchasers of the Series 2017 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions will be based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its respective opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, the opinions of Bond Counsel are not guarantees of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

[Original Issue Premium]

[The difference between the principal amount of the Series 2017 Bonds maturing on November 1, 20____, November 1, 20____, and November 1, 20____, (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond, or in the case of certain of the Premium Bonds that are callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on such Premium Bond. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.]

[Original Issue Discount]

[Bond Counsel is further of the opinion that the difference between the principal amount of the Series 2017 Bonds maturing November 1, 20____, November 1, 20____, and November 1, 20____, (collectively, the "Discount Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2017 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to the rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.]

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress that, if enacted into law, could alter or amend one or more of the federal tax matters described above including, without limitation, the excludability from gross income of interest on the Series 2017 Bonds, adversely affect the market price or marketability of the Series 2017 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. Currently, separate bills designed to bring about comprehensive reform of the United States Tax Code are being considered in the House of Representatives and Senate. Each bill includes provisions that would directly and indirectly adversely affect the ability of issuers to issue tax-exempt bonds and could indirectly adversely affect the market price or marketability of the Series 2017 Bonds. Both bills contain provisions that would eliminate the ability of issuers to issue advance refunding bonds after December 31, 2017. Both bills also contain provisions that would significantly lower the corporate tax rate and potentially reduce the marginal tax rate for many personal income taxpayers. Neither bill as proposed affects the excludability from gross income of interest on the Series 2017 Bonds if they are issued, as expected, prior to January 1, 2018. However, it cannot be predicted whether or in what form this proposed legislation or any other such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2017 Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Series 2017 Bonds. Prospective purchasers of the Series 2017 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

PROSPECTIVE PURCHASERS OF THE SERIES 2017 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2017 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2017 BONDS.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2017 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2017 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State of Florida, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2017 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to "accredited investors" does not denote restrictions on transfer in any secondary market for the Series 2017 Bonds. Investment in the Series 2017 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been

authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2017 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2017 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2017 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or in any way contesting or affecting (i) the validity of the Series 2017 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2017 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Developer

The Developer has represented that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the development of the District or to complete the 2017 Project as described herein, or materially and adversely affect the ability of the Developer to pay the Series 2017 Assessments imposed against the land within the District owned by the Developer or to otherwise perform its various respective obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2017 Bonds. Except for the payment of fees to [District Counsel,] the Consulting Engineer and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2017 Bonds.

NO RATING

No application for a rating for the Series 2017 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2017 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report included in APPENDIX A to this Limited Offering Memorandum has been prepared by Florida Design Consultants, Inc., New Port Richey, Florida, the Consulting Engineer. APPENDIX A should be read in its entirety for complete information with respect to the subjects discussed therein. District Management Services, LLC d/b/a Meritus Districts, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX E hereto. APPENDIX E should be read in its entirety for complete information with respect to the subjects discussed therein.

FINANCIAL INFORMATION

This District will covenant in a Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX D hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX D, commencing with the audit for the District fiscal year ended September 30, 2018, which will be the first audited financial statements of the District required under Florida law. Attached hereto as APPENDIX F is a copy of the District's most recent unaudited financial statements for the period ended [_____], 2017. The Series 2017 Bonds are not general obligation bonds of the District and are payable solely from the 2017 Pledged Revenues.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. The District does have a website and it is [http://_____].

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default as to principal and interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

The District and the Developer will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX D, for the benefit of the Series 2017 Bondholders (including owners of beneficial interests in such Series 2017 Bonds), to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX D: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Developer to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Series 2017 Bondholders (including owners of beneficial interests in such Series 2017 Bonds), as applicable, to bring an action for specific performance.

Neither the District nor the Developer has previously entered into a continuing disclosure undertaking. The District and the Developer fully anticipate satisfying their future disclosure obligations

required pursuant to its Continuing Disclosure Agreements and the Rule. The District will appoint a new dissemination agent in the Disclosure Agreement for the Series 2017 Bonds.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2017 Bonds from the District at a purchase price of \$_____ (representing the par amount of the Series 2017 Bonds [plus/less net original issue premium discount] of \$_____ and] an Underwriter's discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2017 Bonds if any are purchased.

The Underwriter intends to offer the Series 2017 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2017 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Thirty-five million dollars (\$35,00,000) of special assessment revenue bonds of the District to be issued from time to time were validated by the Circuit Court of the Sixth Judicial Circuit of Florida on July 18, 2017. The period for appeal of the judgment of validation of such special assessment revenue bonds has expired with no appeals having been filed.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2017 Bonds are subject to the approval of Akerman LLP, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Straley Robin Vericker P.A., Tampa, Florida, for the Developer by its counsel, Gardner Brewer Martinez-Monfort, Tampa, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

[Remainder of page intentionally left blank.]

AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of Supervisors of the District.

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

APPENDIX A

ENGINEER'S REPORT

APPENDIX B
PROPOSED FORM OF INDENTURES

APPENDIX C

PROPOSED FORM OF APPROVING OPINION OF BOND COUNSEL

APPENDIX D

**PROPOSED FORM OF
CONTINUING DISCLOSURE AGREEMENT**

APPENDIX E

ASSESSMENT METHODOLOGY REPORT

APPENDIX F

DISTRICT'S FINANCIAL STATEMENTS

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement"), dated as of December __, 2017, is executed and delivered by the **CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT** (the "District" or the "Issuer"), **CYPRESS PRESERVE 841, LLC**, a Florida limited liability company (the "Developer"), and **[DISSEMINATION SERVICES LLC**, a Florida limited liability company] (the "Dissemination Agent") in connection with the issuance of \$_____ original aggregate principal amount of Cypress Preserve Community Development District (Pasco County, Florida) Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Bonds"). The Bonds are being issued pursuant to the Master Trust Indenture dated as of December 1, 2017 (the "Master Indenture"), as supplemented and amended by the First Supplemental Trust Indenture dated as of December 1, 2017 (the "First Supplement" and together with the Master Indenture, the "Indenture"), between the District and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other considerations contained herein, the District, the Developer and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The District has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the District or other Obligated Person to provide additional information, the District and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

Section 2. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Special Assessments.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing Information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing Information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or any entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Dissemination Services LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean the person or entity serving as District Manager from time to time.

"EMMA" means the Electronic Municipal Market Access System for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated _____, 2017, prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to [a Series of][the] Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and its affiliates for so long as the Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be May 1, 2018.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the District) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal at <http://emma.msrb.org>. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC (as hereinafter defined) under the Securities Exchange Act of 1934, as the same has been and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"Special Assessments" shall mean the non-ad valorem Series 2017 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

Section 3. Provision of Annual Reports.

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred and eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ended September 30, 2018. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the

close of the District's Fiscal Year (the "Audited Financial Statements Filing Date"). The District shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, respectively, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by email) to remind the District of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report and/or Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the District will not be able to file the Annual Report and/or Audited Financial Statements, as applicable, within the time required under this Disclosure Agreement, state the date by which the Annual Report or Audited Financial Statements, as applicable, for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xv) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received (i) an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or (ii) Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xv) shall have occurred and the District irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District stating that the Annual Report or Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

Section 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the District, including:

(i) The amount of Special Assessments levied in the Assessment Area for the most recent prior Fiscal Year.

(ii) The amount of Special Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies greater than one hundred fifty (150) days and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Special Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the District.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, which in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b) and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The District shall clearly identify each such other document so incorporated by reference.

(b) The District and each Obligated Person, and any Transferor Obligated Person (as hereinafter defined) if a Transferee (as hereinafter defined) fails to execute an Assignment (as hereinafter defined), agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, each Obligated Person and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

Section 5. Quarterly Reports.

(a) Each Obligated Person (other than the Issuer), or the Developer on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event within ten (10) days after receipt thereof, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information with respect to such Obligated Person for the Bonds, to the extent available:

(i) The number and type of lots in the Assessment Area subject to the Special Assessments.

(ii) The number and type of lots planned for the Assessment Area.

(iii) The number and type of lots owned in the Assessment Area by the Obligated Person.

(iv) The number and type of lots platted in the Assessment Area by the Obligated Person.

(v) The number and type of lots in the Assessment Area owned by the Obligated Person under contract with a home builder and closed with a home builder and the name of such builder.

(vi) The number and type of homes constructed in the Assessment Area by the Obligated Person.

(vii) The number and type of homes under contract with homebuyers in the Assessment Area by the Obligated Person.

(viii) The number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area by the Obligated Person.

(ix) Any change to the number or type of lots planned to be developed in the Assessment Area by the Obligated Person.

(x) Materially adverse changes or determinations to permits/approvals for the development of the Assessment Area which necessitate changes to the land use plans of any Obligated Person.

(xi) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount, interest rate and terms of repayment.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in an Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the [Developer/Landowner(s)] from [its/their respective] obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

Section 6. Reporting of Significant Events.

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Debt Service Reserve Fund reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the District or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the District or any Obligated Person or the sale of all or substantially all of the assets of the District or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material; and

(xv) Failure to provide (A) any Annual Report or Audited Financial Statement as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Event described in Section 6(a)(xv), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(c) Each Obligated Person shall notify the District of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii) or (xv) above as to such Obligated Person within five (5) Business Days after the occurrence of the Listed Event so as to enable the District to comply with its obligations under this Section 6.

(d) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

Section 7. Termination of this Disclosure Agreement. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

Section 8. Dissemination Agent. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Dissemination Services LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of the Dissemination Agent. The Dissemination Agent may terminate its role as Dissemination Agent at any time upon delivery of written notice to the District and each Obligated Person.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the District, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District, any Obligated Person, the Disclosure Representative or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District, any Obligated Person, the Disclosure Representative or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the District hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District, the Disclosure Representative, any Obligated Person, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Obligated Persons and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Obligated Person(s) or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Disclosure Representative, the Obligated Person(s), the Dissemination Agent, the Trustee, the Participating Underwriter and the Beneficial Owners of the Bonds (the Dissemination Agent, Participating Underwriter and Beneficial Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts and by PDF signatures, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

Section 15. Tax Roll and Budget. Upon request, the District, through its District Manager if applicable, agrees to provide the Dissemination Agent, the Trustee or any Bondholder with a certified copy of the most recent tax roll provided to the Pasco County Tax Collector and the District's most recent adopted budget.

Section 16. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law and venue shall be in Pasco County, Florida.

Section 17. Trustee Cooperation. The District represents that the Dissemination Agent is a bona fide agent of the District and the District instructs the Trustee to deliver to the Dissemination Agent at the expense of the District, any information or reports the Dissemination Agent requests in writing.

Section 18. Binding Effect. This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to any entity comprising an Obligated Person or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are by definition hereunder Obligated Persons shall be bound or benefited by this Disclosure Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Disclosure Agreement as of the date and year set forth above.

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Assistant Secretary

By: _____
Chairperson, Board of Supervisors

Consented to and agreed to by:
DISTRICT MANAGEMENT SERVICES, LLC, as District Manager

By: _____
Name:
Title:

CYPRESS PRESERVE 841, LLC, a Florida corporation, as an Obligated Person

By: _____
Name:
Title:

DISSEMINATION SERVICES LLC, a Florida limited liability company, as Dissemination Agent

By: _____
Name:
Title:

Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL
REPORT][AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Cypress Preserve Community Development District

Name of Bond Issue: \$_____ original aggregate principal amount of Cypress Preserve Community Development District (Pasco County, Florida) Special Assessment Revenue Bonds, Series 2017 (Assessment Area One) (the "Bonds")

Obligated Person(s): Cypress Preserve Community Development District;

Date of Issuance: _____, 2017

CUSIP Numbers: _____; _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by Section [3][5] of the Continuing Disclosure Agreement dated _____, 2017. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Obligated Person
Trustee



CONSTRUCTION & INSTALLATION
PRESENTATION

for

**Cypress Preserve
Community Development District
Land O' Lakes, Pasco County, Florida**



RE: Introduction

Amazing National Service Group is a multi-million dollar company headquartered in Arizona with a local office in Tampa. During the short time we have been in the Tampa area we have accumulated an impressive portfolio of properties and communities. (References included in this presentation)

Our management team has many years of experience installing and managing large and prestigious Commercial Properties, Community Development Districts and Homeowners Associations throughout the metropolitan Tampa area. We realize that a Single Point of Contact works best for all parties, especially to communicate effectively with you and your staff. With this in mind, **ANSG** provides experienced, trained people and necessary equipment to meet and exceed the expectations of our customers.

Our experience in Design, Install and Maintaining large communities where scope and detail is the primary focus translates into a better understanding of the property demands, the personnel required, and the tools and training needed. With this in mind **ANSG** delivers a team of experienced professionals.

Our goal is always to exceed our customers' expectations with outstanding delivery of landscape installation and maintenance services. "The Triple Win" (Customers Win, Employees Win, Company Wins) To God be the Glory.

Respectfully,

Danny Hutcheson

President

Phone: (813) 895-8110

Email: Danny@LandscapeAmazing.com

Cypress Preserve Community Development District

Request for Proposals for the Construction and Installation of Phase 1 Landscaping and Irrigation Improvements

The Cypress Preserve Community Development District (the “**District**”) hereby requests proposals to provide services relating to the construction and installation of the **Phase 1 Landscaping and Irrigation Improvements**, as more specifically set forth in the Proposal Package and plans and specifications contained therein.

The Proposal Package will be available beginning on October 27, 2017 online at <https://www.dropbox.com/sh/zw1b6mr8g8sgqz3/AADi5UtEARy-2ntZR778zN0Ia?dl=0> or by email to Vivek K. Babbar, District Counsel, Email: vbabbar@srvlegal.com. The Proposal Package will include, but not be limited to, this Request for Proposals, Instructions to Proposers, Evaluation Criteria, the Phase 1 Landscaping and Irrigation Installation Agreement, and Plans and Specifications.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within the Proposal Package; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer must be licensed in the state of Florida and (2) Proposer must have constructed similar projects within the last two years. The District will award the contract to the proposal that the District determines, in its sole discretion, will serve the best interests of the District pursuant to the Evaluation Criteria. The Board of Supervisors of the District, in its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of the District.

Any and all questions relative to this project shall be directed in writing to Vivek K. Babbar, District Counsel, via email: vbabbar@srvlegal.com. **The deadline for submitting questions relative to this project is 3 p.m. on Monday November 6, 2017.**

Firms desiring to provide services for this project must submit an electronic version of the proposal (no hardcopies) no later than **3:00 p.m. on Friday November 17, 2017** via email to Vivek K. Babbar at vbabbar@srvlegal.com. Any proposal not completed as specified or missing the required proposal documents as provided in the Proposal Package may be disqualified.

Brian Lamb
District Manager
(813) 397-5121

OFFICIAL BID PROPOSAL FORM

Cypress Preserve Community Development District
Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

TO BE SUBMITTED TO:

Cypress Preserve Community Development District
c/o District Counsel,
Attn: Vivek K. Babbar,
vbabbar@srvlegal.com

Due by 3 p.m. EST on Friday November 17, 2017

From: AMAZING NATIONAL SERVICE GROUP
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Cypress Preserve Community Development District the undersigned proposes to provide all work necessary to install and construct the improvements for the Phase 1 Landscaping and Irrigation Improvements as shown on the Plans and Specifications.

All Proposals shall be for complete work in accordance with the Plans and Specifications.

Price

Proposer submits that it can perform the work described in the Plans and Specifications (including the cost of the requisite Payment and Performance Bond if the work exceeds \$200,000) for a Total Lump Sum Price of Two hundred eighty two thousand seven hundred ninety six and 85/100 (\$ 282,796.85) as more specifically described in the Proposal.

Proposer submits that it can perform the work related to the construction and installation of a 4" well with a 7.5 hp pump (to be awarded at the District's option) for a Price of Eighteen thousand two hundred seventy and 00/100 (\$ 18,270.00) as more specifically described in the Proposal.

The undersigned Proposer, having a thorough understanding of the work required by the Plans and Specifications, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the District Contractor Agreement with the District to fully perform all work in strict compliance with the Plans and Specifications, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the project and the furnishing of all

materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Plans and Specifications to be performed or furnished by Proposer for the lump sum prices as indicated in the Proposal.

Time

Proposer submits that it can complete the work described in this project within Forty five (45) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of sixty (60) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk.

Documents

The Proposer submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions for Proposers, Evaluation Criteria, Phase 1 Landscaping and Irrigation Installation Agreement, Plans and Specifications and all other components of the Proposal Package.

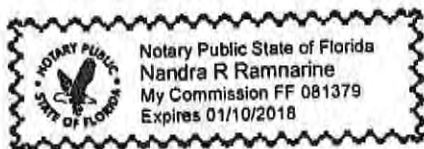
Name of Authorized Signatory of Bidder: DANNY HUTCHESON

Title of Authorized Signatory of Bidder: PRESIDENT

Danny Hutcherson November 14, 2017
Signature of Authorized Signatory of Bidder

Sworn before me on November 14, 2017

Nandra R Ramnarine
Notary Public, State of Florida



Notary Seal

SUBCONTRACTOR SUBMITTAL FORM

Cypress Preserve Community Development District

Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

Name of Proposer: AMAZING NATIONAL SERVICE GROUP

Name of Authorized Signatory of Proposer: DANNY HUTCHESON

Title of Authorized Signatory of Proposer: PRESIDENT

We propose to use the following subcontractors for portions of the project as further described in our proposal:

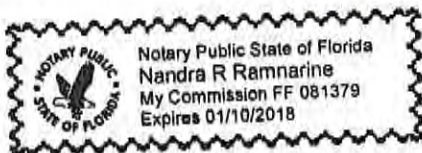
Project Component	Subcontractor	License #	Contact #
SOD INSTALLATION	RESMONDO SOD		863-528-7003
WELL AND PUMP INSTALLATION	BAKER WELL DRILLING		813-988-3538

Please attach proof of insurance of the subcontractors

Danny Hutcherson
Signature of Authorized Signatory of Bidder

November 14, 2017

Sworn before me on November 14, 2017



Nandra R. Ramnarine
Notary Public, State of Florida

Notary Seal

AFFIDAVIT ON PUBLIC ENTITY CRIMES
SECTION 287, FLORIDA STATUTES
Cypress Preserve Community Development District

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

Name of Proposer: AMAZING NATIONAL SERVICE GROUP

Name of Authorized Signatory of Proposer: DANNY HUTCHESON

Title of Authorized Signatory of Proposer: PRESIDENT

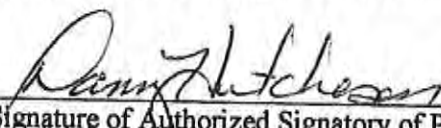
1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. 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 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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) 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.
4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or 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 for the

provision of goods or services 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.

5. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

- ☒ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer 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 a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer 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 Department of General Services.]

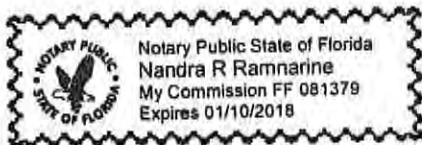
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Cypress Preserve Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.


Signature of Authorized Signatory of Proposer

November 14, 2017

Sworn before me on November 14, 2017


Notary Public, State of Florida



Notary Seal

AFFIDAVIT FOR SCRUTINIZED COMPANIES
SECTION 287.135, FLORIDA STATUTES
Cypress Preserve Community Development District

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

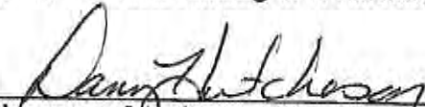
Name of Proposer: AMAZING NATIONAL SERVICE GROUP

Name of Authorized Signatory of Proposer: DANNY HUTCHESON

Title of Authorized Signatory of Proposer: PRESIDENT

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that: (1) I understand that a "scrutinized company" as defined in Section 287.135, Florida Statutes, would render us ineligible to bid on this project and (2) that we are not a "scrutinized company" and are eligible to bid on this project.

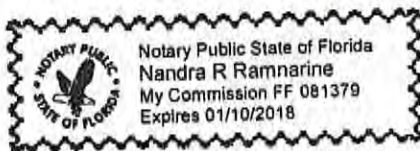
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Cypress Preserve Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.


Signature of Authorized Signatory of Proposer

November 14, 2017

Sworn before me on November 14, 2017


Notary Public, State of Florida



Notary Seal

AFFIDAVIT OF NON-COLLUSION
Cypress Preserve Community Development District

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

Name of Proposer: AMAZING NATIONAL SERVICE GROUP

Name of Authorized Signatory of Proposer: DANNY HUTCHESON

Title of Authorized Signatory of Proposer: PRESIDENT

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

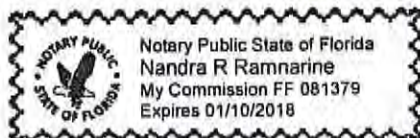
1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a proposer, potential proposer, proposal, or potential proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. Proposer, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Cypress Preserve Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.

Danny Hutcherson
Signature of Authorized Signatory of Proposer

November 14, 2017

Sworn before me on November 14, 2017



Nandra R. Ramnarine
Notary Public, State of Florida

Notary Seal

{00064794.DOCX/}

PROPOSAL

Cypress Preserve Community Development District
Construction and Installation of Phase 1
Landscaping and Irrigation Improvements

Location of Local Permanent Office:

Company: Amazing National Service Group
Street Address: 9509 East US Highway 92
City: Tampa State: FL Zip Code: 33610
Telephone: 813-895-8110

Location in relation to Cypress Preserve:

The Cypress Preserve development is located just 30 miles north of our Tampa office.

Capabilities and Experience of key personnel

Danny Hutcheson	President/Certified Arborist
Name	Position
Branch Operations & Management	28
Type of Work	Years of Experience
Eric Hutcheson	Operations Manager
Name	Position
All field operations and managers	12
Type of Work	Years of Experience
Jerimy O'Neal	Operations Supervisor
Name	Position
Manages individual crews	20+
Type of Work	Years of Experience
Liat Garton	Account Manager
Name	Position
Payables and Receivables	
Type of Work	Years of Experience
Name	Position
Type of Work	Years of Experience

Ability to Manage This Project and Proposed Staffing Level:

We propose a General Superintendent, a landscape foreman, an irrigation foreman, loader operators, and laborers

Proposer's Experience, Bonding Capacity, and Available Equipment:

Resumes and Experience of key personnel are included with this proposal.

Bonding information is included with this proposal.

A complete list of equipment is included with this proposal.

Similar Projects performed by Amazing National Service Group:

Contact information is included with this proposal.

KB Homes, Tampa FL	Landscape/Irrigation Install	\$425,000
Beazer Homes, Tampa, FL	Landscape/Irrigation Install	\$385,000
KB Homes, Tampa FL	Landscape/Irrigation Install	\$345,000
Beazer Homes, Riverview, FL	Landscape/Irrigation Install	\$400,000
Terra Largo CDD, Lakeland, FL	Landscape/Irrigation Maintenance	\$165,000

Understanding the Scope of Work & Schedule

As indicated and defined by our proposal we feel it is obvious that we completely understand the scope of the project as shown on the detailed sheet and schedule of values.

Pricing Schedules

See attached quote (Detail and Summary) dated 11/16/2017

Amazing National Services Group

9509 E. US Hwy 92
Tampa, FL. 33610
PH: 813-895-8110

email: danny@landscapeamazing.com

Quote/Bid

PROJECT NAME:

Cypress Preserve Community Development

11/16/17

We are pleased to submit our proposal to install the landscaping, irrigation, and sod scope for the above project. Our proposal includes all labor and materials necessary to complete this project.

Our quote for this installation is:

Landscaping:

Trees, shrubs & groundcover	\$ 152,513.40
Irrigation	\$ 83,436.25
Sod	\$ 46,847.20
Well and pump installation	\$ 18,270.00
	<u>\$ 301,066.85</u>

Thank you for this opportunity to submit our proposal!

Prices good for 30 days and subject to change, site should be at finish grade +/- 10th" upon arrival clear of debris, weeds, limerock, concrete and grass.

Curbing and sidewalks should be complete prior to lateral piping and irrigation heads are installed.

Landscape islands should be clearly marked, staked and clear of debris left behind from curbing/concrete subcontractor.

Sod quantities are estimates and does not include disturbed areas or slope adjustments, actual results may vary and be adjusted upon completion.

Our quote and install is based on native soils with no additional fill or additives other than fertilizer unless listed on page 2.

This proposal is deemed to be incorporated by reference in any subsequent contract executed, retainage if any not to exceed 5%.

Construction project schedule requested with contract and 30 days notice prior to mobilization

All punch items will be accumulated and documented into one complete list after all walks and inspections; and completed within 10 days of receipt

Warranties exclude acts of god and are subject to a maintenance program in place with proper fertilization, disease and pest control.

Cypress Preserves Phase 1

Amazing National Service Group		11/16/17		
Common Name	*See detailed specs attached*			Totals
Plant Material	Size /Specs *	Quantity	Unit Price	
Pindo Palm / Butia capitata	B&B, 18'-20' OAH	6	\$ 385.00	\$ 2,310.00
Scarlet Torch Bottle Brush	30 gal., 5'-6'	12	\$ 245.00	\$ 2,940.00
Ilex cassine / Dahoon Holly	25 gal., 2" cal., 6' HT. Min	10	\$ 245.00	\$ 2,450.00
Southern Red Cedar	30 gal., 2" cal., 6' HT. Min	21	\$ 245.00	\$ 5,145.00
Dynamite Crape Myrtle	25 gal., 2" cal., 6'-8' OAH. Min 3 canes	30	\$ 245.00	\$ 7,350.00
Muskogee Crape Myrtle	25 gal., 2" cal., 6'-8' OAH. Min 3 canes	16	\$ 185.00	\$ 2,960.00
DD Blanchard Magnolia	30 gal., 2" cal., 6' HT. Min	16	\$ 245.00	\$ 3,920.00
Little Gem Magnolia	30 gal., 2" cal., 6'-8' OAH	45	\$ 245.00	\$ 11,025.00
Slash Pine	45 gal., 3" cal., 12'-14' OAH	26	\$ 285.00	\$ 7,410.00
Slash Pine	65 gal., 4" cal., 14'-16' OAH	16	\$ 385.00	\$ 6,160.00
Longleaf Pine	30 gal., 2" cal., 6' HT. Min	10	\$ 245.00	\$ 2,450.00
American Sycamore	30 gal., 2" cal., 6' HT. Min	5	\$ 245.00	\$ 1,225.00
Live Oak	30 gal., 2" cal., 6' HT. Min	33	\$ 245.00	\$ 8,085.00
High Rise Live Oak	B&B, 6" cal., 18'-20' OAH	11	\$ 2,150.00	\$ 23,650.00
Sabal Palms	B&B, 10'-16' CT	15	\$ 245.00	\$ 3,675.00
Bald Cypress	30 gal., 2" cal., 6' HT. Min	10	\$ 245.00	\$ 2,450.00
Winged Elm	30 gal., 2" cal., 6' HT. Min	1	\$ 245.00	\$ 245.00
Florida Elm	30 gal., 2" cal., 6' HT. Min	13	\$ 245.00	\$ 3,185.00
Dwarf Bottle brush	3 gal., 18" min	20	\$ 10.50	\$ 210.00
Thryallis	3 gal.	24	\$ 9.50	\$ 228.00
Ilex comuta 'Burfordi'	3 gal.	136	\$ 9.50	\$ 1,292.00
Downey Jasmine	3 gal.	386	\$ 9.50	\$ 3,667.00
Loropetalum chinense rubrum 'Ruby'	3 gal., 18" min	136	\$ 9.50	\$ 1,292.00
Wax Myrtle	3 gal.	68	\$ 9.50	\$ 646.00
Walters Viburnum	3 gal., 18" min	279	\$ 9.50	\$ 2,650.50
Flax Lily	1 gal., 18" min	292	\$ 3.85	\$ 1,124.20
Muhley Grass	3 gal., 18" min	147	\$ 9.50	\$ 1,396.50
Red Fountain Grass	3 gal.	916	\$ 9.50	\$ 8,702.00
White Fountain	3 gal.	907	\$ 9.50	\$ 8,616.50
Fakahatchee Grass	3 gal., 18" min	991	\$ 9.50	\$ 9,414.50
Coles/ Wizaed Golden	1 gal.	163	\$ 4.00	\$ 652.00
Blue Daze	1 gal.	365	\$ 3.85	\$ 1,405.25
Dwift Rose	3 gal.	181	\$ 19.00	\$ 3,439.00
Minima Jasmine	1 gal.	167	\$ 3.85	\$ 642.95
Mulch	CYD	250	\$ 42.00	\$ 10,500.00
Sod (Bahia)	Sqft	140120	\$ 0.26	\$ 36,431.20
Sod (Floratam)	Sqft	24800	\$ 0.42	\$ 10,416.00
Irrigation	Lump Sum	1	\$ 83,436.25	\$ 83,436.25
Well and pump (7.5)	Lump Sum	1	\$ 18,270.00	\$ 18,270.00
			Grand Total	\$ 301,066.85

Schedule Of Values-

Amazing Services Group FL, LLC
9505 E. Hwy 92
Tampa, FL 33610
813.895.8110

APPLICATION NO: SOV
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	Irrigation							
1	Mainline	\$15,092.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,092.25
2	Valve & Boxes	\$13,859.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,859.00
3	Laterral Piping	\$17,165.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,165.00
4	Drip Irrigation Tubing	\$19,570.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,570.00
4	Heads	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,500.00
5	Controller	\$5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,250.00
	Landscaping							
6	Trees	\$96,635.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$96,635.00
7	Shrubs	\$45,378.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,378.40
8	Mulch	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,500.00
9	Sod	\$46,847.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,847.20
	Install 4" well with a 7.5 hp pump							
10	Well and pump installation	\$18,270.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,270.00
	TOTAL BASE CONTRACT	\$301,066.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$301,066.85
	GRAND TOTALS	\$301,066.85	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$301,066.85

M(Maintenance), C(Construction)
A(Auger), B(Blower), E(Edger),
H(Hedge trimmer),M(Mower),W(Weedeater)

EQUIPMENT INVENTORY LIST

Asset number	Serial Number	Item description (make and model)	Division	Condition	Initial value	Vendor	Date purchased or leased
MB #1	29643393	Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
MB # 2		Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
MB # 3		Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
MB # 4		Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
MB # 5		Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
MB # 6		Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
MB # 7		Stihl BR600	Maintenance	new	\$450.00	Everglades Equipment	5/31/2017
CB #1	510157446	Stihl BR600	Construction	new	\$450.00	Everglades Equipment	5/31/2017
CB # 2		Stihl BR600	Maintenance	fair	\$450.00	Everglades Equipment	5/31/2017
CB #3		Stihl BR600	Construction	new	\$450.00	Everglades Equipment	5/31/2017
CB # 4		Stihl BR600	Construction	new	\$450.00	Everglades Equipment	5/31/2017
CB #5		Stihl BR600	Construction	new	\$450.00	Everglades Equipment	5/31/2017
CA # 1	510671304	Stihl BT 131 Auger	Construction	new	\$650.00	Everglades Equipment	6/2/2017
CA # 2	510284955	Stihl BT 131 Auger	Construction	new	\$650.00	Everglades Equipment	6/2/2017
CA # 3		Stihl BT 131 Auger	Construction	new	\$650.00	Everglades Equipment	6/2/2017
CA # 4		Stihl BT 131 Auger	Construction	new	\$650.00	Everglades Equipment	6/2/2017
CA # 5		Stihl BT 131 Auger	Construction	new	\$650.00	Everglades Equipment	6/2/2017

Asset number	Serial Number	Item description (make and model)	Division	Condition	Initial value	Vendor	Date purchased or leased
CA # 6		Stihl BT 131 Auger	Construction	new	\$650.00	Everglades Equipment	6/2/2017
MM #1		John Deere 60" Mower	Maintenance	good			
MM #2	316000289	Toro 60" Rider	Maintenance	new	\$9,415.50	Main Street Mowers	6/29/2017
MM #3		Toro 60" Rider	Maintenance	new	\$9,415.50	Main Street Mowers	6/29/2017
MM #4		Toro 60" Rider	Maintenance	new	\$9,415.50	Main Street Mowers	6/29/2017
MM #5		Toro 60" Rider	Maintenance	new	\$9,415.50	Main Street Mowers	6/29/2017
MM #6		John Deere 36" Mower	Maintenance	good			
MM #7	316000244	Toro 48" Grandstand	Maintenance	new	\$7,457.25	Main Street Mowers	6/29/2017
MM #8		Toro 48" Grandstand	Maintenance	new	\$7,457.25	Main Street Mowers	6/29/2017
MM #9		Toro 48" Grandstand	Maintenance	new	\$7,457.25	Main Street Mowers	6/29/2017
MM #10		Toro 48" Grandstand	Maintenance	new	\$7,457.25	Main Street Mowers	6/29/2017
MM #11		Toro 48" Grandstand	Maintenance	new	\$7,457.25	Main Street Mowers	6/29/2017
MM #12		Toro 48" Grandstand	Maintenance	new	\$7,457.25	Main Street Mowers	6/29/2017
CE #1	511211476	Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #2		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #3		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #4		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #5		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #6		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017

Asset number	Serial Number	Item description (make and model)	Division	Condition	Initial value	Vendor	Date purchased or leased
CE #7		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #8		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
ME #1	50448856	Stihl FC90 Edger	Maintenance	good			
ME #2		Stihl FC90 Edger	Maintenance	fair			
MW #1		Stihl FS 90R Weedeater	Maintenance	fair			
MW #2	508161821	Stihl FS 110R Weedeater	Maintenance				
MW #3	298929568	Stihl FS 110R Weedeater	Maintenance	good			
CE #1		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #2		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #3		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #4		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
CE #5		Stihl FC91 Edger	Construction	new	\$314.10	Main Street Mowers	6/29/2017
MH #1		Stihl HL 30K	Maintenance	fair			
MH #2	500207640	Stihl HL HL100	Maintenance	fair			

Truck #	Dept	Vehicle Id	Vehicle Description	License Plate	State	Current Odometer	Driver	Status	Registration exp Date
T1	TAMPA	1FT7W2AT9BEC24620	2011 F 250 FORD WHITE	HFH J47	Florida	156041	DAVID TULL	Active	12/31/2018
T2	TAMPA	JALB4B14317002021	2001 ISUZU DUMP WHITE	892 9VJ	Florida	99291	ESTEBAN AMARO	Active	12/31/2018
T3	TAMPA	1GB4KCY9HF203719	2017 CHEVY 2500 BLUE 4X4	IMS H53	Florida	17484	DANNY HUTCHESON	Active	12/31/2019
T4	TAMPA	1FDOW4GT9DEA83504	2013 F 450 DUMP	ILV Y31	Florida	78707	WALLACE SOUFFRONT	Active	12/31/2017
T5	ARIZONA	IGA2G1FA3E1104579	2014 CHEVY WHITE 2500 4X4	CJ89901	Arizona	35629	OSCAR ROSALES	Active	12/31/2017
T6	TAMPA	1GB4KCY8HF187867	2017 CHEVY 3500 WHITE 4X4	IWH Z94	Florida	2146	FRANKIE ZAYAS	Active	12/31/2018
T7	TAMPA	1G84KCY9HF203719	2017 CHEVY 3500 WHITE 4X4		Florida	IN SHOP	TRAVIS HUTCHESON	Active	12/31/2018
T8	TAMPA	1GC1KUEG8FF634772	2015 CHEVY 2500 4X4	HTX D56	Florida	50490	JERIMY O'NEAL	Active	12/31/2017
T9	TAMPA	1HTMMAAN09H073411	2009 INTERNATIONAL BUCKET TRUCK	N86 20Z	Florida	110881		INACTIVE	12/31/2017
T10	TAMPA	1HTWBAAR57J414101	2007 INTERNATIONAL BUCKET TRUCK	N86 21Z	Florida	147490		INACTIVE	12/31/2017
T11	TAMPA	1HTWEAAN28J665003	2008 INTERNATIONAL BUCKET TRUCK	N86 22Z	Florida	175726		INACTIVE	12/31/2017
T12	ARIZONA	1FDBF2A62BEC77904	2011 F 250 FORD WHITE IRRIGATION	CJ89927	Florida	108779	JOANSETH TULL	INACTIVE	6/30/2017
Trailer #						Hours as of 10/31/17			
TR1	TAMPA	5YCB1628FH026165	2015 CARGO TRAILER	EAR X86			ORIGINAL TAG IN ROUTE	Active	6/30/2017
TR2	TAMPA	1E9CH20240L252003	2013 EQUIPMENT TRAILER	CLP M63	Florida			Active	4/1/2018
TR3	TAMPA	16VGX2823H6082878	2017 GOOSENECK EQUIPMENT TRAILER	IUP X92	Florida			Active	6/30/2018
TR4	TAMPA		2017 24' DUMP TRAILER		Florida	ORDERED		INACTIVE	
TR5	TAMPA	1VRY11199E1021546	2014 VERMEER CHIPPER	CAM8284	Florida		ORIGINAL TAG IN ROUTE	Active	10/14/2017
TR6	TAMPA	1VRC101VXH1001800	2017 VERMEER CHIPPER	CAM8312	Florida	53 HOURS	ORIGINAL TAG IN ROUTE	Active	10/14/2017



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Our Story & Our Memberships

Amazing National Service Group (Outdoor and Indoor Services) is a versatile landscape design and custom installation company offering a combination of style and function that is appealing to all environments and budgets. Being an insured and licensed Florida landscaper for more than 7 years with combined 30+ years of experience we are highly respected as experts in the landscaping industry. If you need a small courtyard project or an extensive landscape design and installation containing artificial turf or real grass, palm trees, shrubs, annuals, irrigation drip systems, outdoor kitchen and fireplace, pavers and flagstone, and complete landscaping with low voltage lighting and mist system, **Amazing National Service Group** is your best choice. You can feel confident that with ASG's knowledge and experience, we have the ability to surpass your expectations and turn your landscaping into your own paradise. **Amazing National Services Group** is your choice when it comes to all your landscape needs in Tampa Florida.

Amazing National Service Group staff has considerable experience providing the highest quality of services. ANSG has built professional partnerships through transparency, proactive communication, integrity and unparalleled service. For us to offer a consistent and quality product, we have created an environment where the customer, our employees and the company can share in the success of our projects.

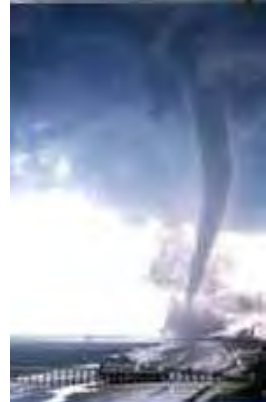
We are Proud Members of:



More Information Available at
www.AmazingServicesGroup.com

Storm Action Plan ~ Procedures

- ❑ In the case of storm, the personnel and equipment of **Amazing National Service Group** will be available to property or facility manager for facilitating the landscape debris clean up and access clearance process at the site.
- ❑ Mobilization of **ANSG** personnel shall be contingent upon conditions being favorable and lawful for safe transport of crew and equipment. Additional resources will be deployed from unaffected company locations as required.
- ❑ The order of priority of this clean up and clearance process to be determined by site contact and communicated to **ANSG** prior to storm event or as soon as possible depending on severity of impact.
- ❑ **Amazing National Service Group's** Emergency Communication Chain shall be furnished by the local designated contact or Site Representative.
- ❑ **Amazing National Service Group's** first response shall be to clear entry/exit routes.
- ❑ **Amazing National Service Group** shall, when necessary, “cut and stack” storm debris out of the way of vehicular and pedestrian traffic.
- ❑ **Amazing National Service Group** may elect to leave stacked debris on site to be picked up at a later date depending on severity of the damage and location of stack debris.



Training & Team Meetings



Weekly Team Meeting

Our team of experienced experts (Maintenance, Pest Control, Irrigation & Tree Care) hold weekly meetings to brainstorm ideas in order to better serve the properties we maintain. We also hold weekly safety meetings with all our crew members providing a driver safety program, extensive equipment operation training, and morning safety tailgate meetings. We provide a reward system for safety compliance.



Communication Management



As it can be seen in the illustration above, using any of the two most common communications methods (phone and email), the communications are funneled to the field crews for execution with minimum delay. All requests are responded to quickly and addressed within 48 hours.

Communication Management



Amazing National Service Group values the customer's time with prompt and reliable service. Keeping the customer informed during the service process helps set **ASG** apart from our competition. The communication process may include emails, text messages, phone calls, property inspection reports, work orders, site meetings and photo documentation.

Amazing National Service Group's efficient customer service provides industry-leading service:

- From order entry and billing to the branch and account managers, our staff is available to process all service requests.
- For current and future reference all service records are stored electronically. This allows for accurate tracking and documentation of all service requests.
- Providing the customer with the most up-to-date information about the status of the property is paramount.

More Information Available at
www.AmazingServicesGroup.com

Employment Eligibility

Safety

Ensuring that every employee goes home the same way they arrived to work is very important to us. Our commitment to safety is accomplished through:

- New hire safety training
- Extensive equipment operation training
- Driver safety program
- Morning safety tailgate meetings
- Fully uniformed crews with safety vests
- Weekly management safety calls
- Reward system for safety compliance

Proof of Eligibility to Work in the United States

Following an offer for employment and no later than three days after the employee's hire date, all Green Expectations employees are required to provide proof of eligibility to work in the United States.

Criminal Background Check

Applicants for relevant positions must undergo criminal background checking. A conviction record may be a ban to employment.

Drug Free Work Place

Any employee involved in an accident while on the job is required to take a drug test. Any employee who is suspected of being under the influence of alcohol or drugs while on the job will also be sent for drugs/alcohol testing.

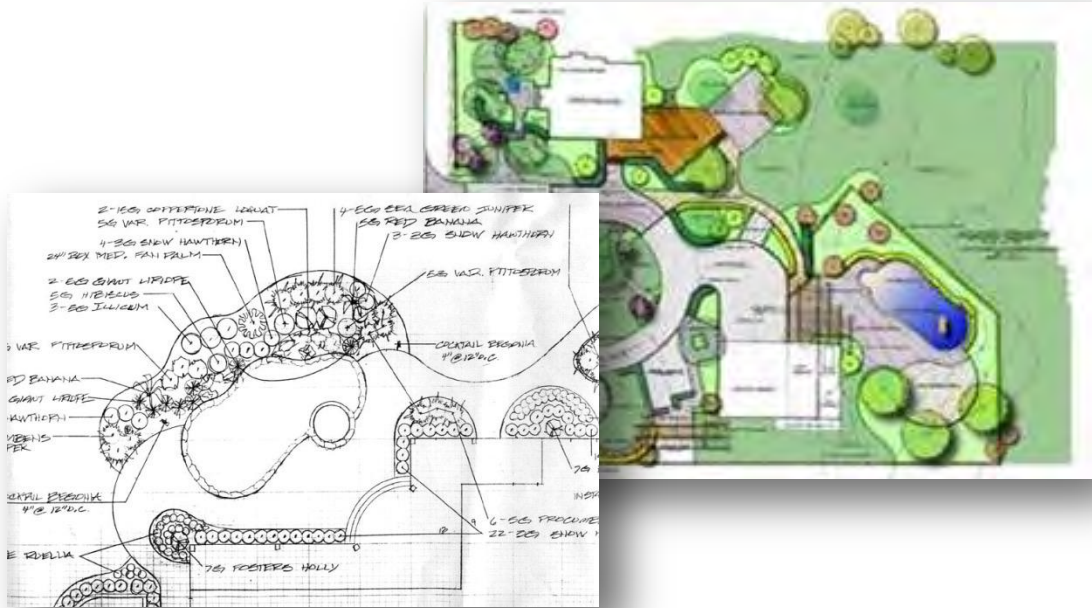
Motor Vehicle Record Check

All employees will be subject to a vehicle record check before operating a company vehicle.

Equal Opportunity

Amazing Services Group is an Equal Opportunity Employer.

Design Staff



Amazing National Service Group is very proud of our design capabilities; we are often called on to create dynamic landscape enhancement plans for our customers. We are highly skilled in all aspects of the landscape design and planning process including, but not limited to: trees and shrubs, annuals and perennials, lawn care, soil quality, weed control, chemical applications, designing landscapes and flower beds, landscape enhancements, and plans and designs. We look forward to planning, designing and implementing any changes to the landscape, as they may be needed from time to time.

Amazing National Service Group is fully staffed, equipped, and financially strong enough to be able to meet and exceed your needs in the immediate, and distant future. Our managers have many years of experience maintaining large Homeowners Associations, Community Development Districts, Multi-Family Complexes and Commercial Properties. With this experience we have developed a solid plan backed by sound training and follow up policies that we believe are more than our competition can bring to a project. We are in this business first and foremost because we truly love the art of landscaping. We enjoy nothing more than seeing our work bring pleasure to those who live within and visit our communities on a daily basis.

Landscaping

Amazing National Service Group services all types of clients throughout the metro Tampa area such as Developers, Homeowners Associations, Commercial Accounts, and Apartment Communities. To meet the needs and budget for each property ***Amazing National Service Group*** has the ability to customize a program for each customer.



A property's first impression is shown through its landscape. Therefore, the highest quality service is necessary to care for the property's landscape maintenance needs. Whether it's turf care, seasonal plantings, property detailing or facility maintenance, ***Amazing National Service Group*** will focus on exceeding your expectations.



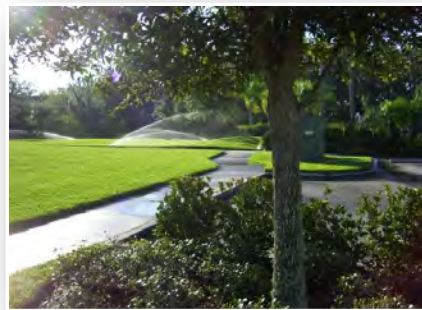
Amazing National Service Group provides exceptional care to the property's lawn, plants and soil. A highly qualified team of experts use the latest in lawn care science and technology to keep the property's landscaping looking its best all year round.



Irrigation (Maintenance, Repairs, Design)

Professional irrigation management services consist of routine inspections and repairs of the system's efficiency and uniformity along with long range planning. ***Amazing National Service Group*** irrigation technicians are highly trained to analyze the efficiency of the systems water distribution. By increasing efficiency, water is saved and hot spots can be avoided. ***Amazing National Service Group*** irrigation team has the ability to provide cost benefit analysis to determine if and when the time is right to replace the irrigation system.

Water conservation starts with the adoption of an aggressive water management program. As part of the water management program, irrigation technicians adjust run times monthly to match historical levels ***Amazing National Service Group*** monitors weekly conditions and if warranted technicians may be dispatched to increase or decrease distribution levels to meet the landscape's requirements. Proper irrigation management can reduce water consumption by up to 60%.



Enhancement Services ~ Annuals



PLANT SELECTION

Selecting the proper plants is the first step in providing long lasting color that stands out from the rest. By working closely with your account management team, we can help you select from a wide variety of plantings.

INSTALLATION SCHEDULE

Most in-ground annual plantings occur at the beginning of each quarter, while potted plantings may sometimes occur more often depending on the types of plants selected and their particular location.

For many of our customers, we also provide special plantings and decorations during the holiday season.

Enhancement Services ~ Mulch



Mulch can be applied around established plants anytime. The following are the many benefits to mulching: It can prevent water loss from soil by evaporation. It suppresses weeds and maintains a more uniform soil temperature, prevents soil surface crusting, improves soil structure. It adds beauty to the landscape by providing a cover of uniform color and interesting texture to the surface. There are many varieties such as cypress, bark, wood chips and pine needles. Refresh your property and mulch!!

The regular one-per-year mulch applications may not be enough to keep your property looking its best at all times. We can quickly provide seasonal touch-ups with a simple phone call before the holidays, a special event or an important site visit.



DESIGNER RED



**SHREDDED
CYPRESS**



**PINE BARK
NUGGETS**



**DESIGNER
BROWN**



**DESIGNER
GOLD**



PINE STRAW

Facility Maintenance Services

SITE RELATED SERVICES INCLUDE:

- Fencing & Gate Repair
- Asphalt Repair & Resurfacing
- Sealcoating & Striping
- Stormwater Management
- Retention Pond Cleanouts
- Awning & Gutter Repair
- Bulk Trash Removal
- Concrete Repair
- Signage & Lighting
- Code Enforcement Violations
- Power Washing
- Tree Removal

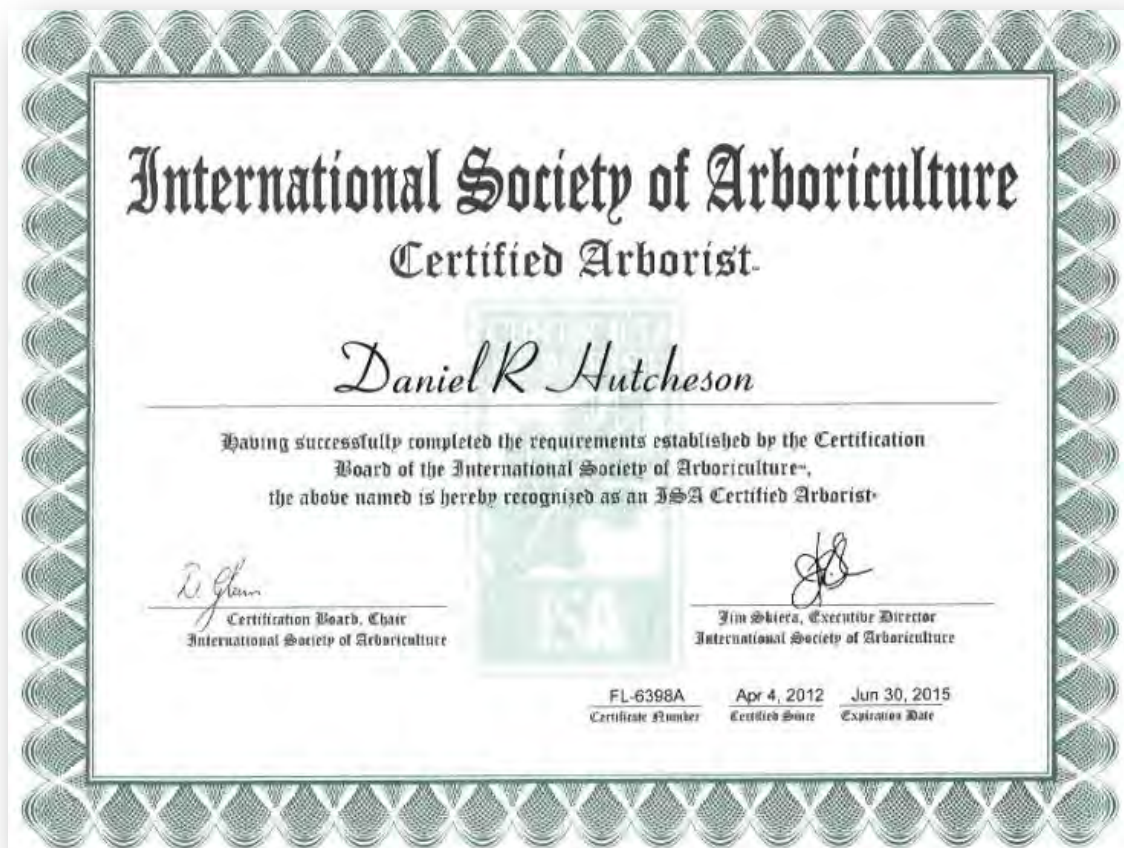


Best Management Practices

Amazing National Service Group services its properties. We are “Best Management Certified” and utilize these practices in our approach to maintain a property’s landscape. Pesticides and fertilizers can have a high environmental impact on streams, lakes and ground water; therefore, we take this responsibility seriously. Upon request, we can provide a customized fertilization program based on soil samples and CLC Labs reports. The soil data is analyzed to specifically tailor pesticides, fertilizers and water to the property needs.



Certified Arborist



Business Licenses & Certifications

2017 - 2018 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2018

OCC. CODE

090.015002 LAWN SPRINKLERS INSTALLATION (COMP CARD REQD)

6 Employees

ACCOUNT NO.

36830

RENEWAL

Receipt Fee 18.

Hazardous Waste Surcharge 40.

Law Library Fee 0.

SP13794

BUSINESS HUTCHESON DANIEL R
9509 E US HWY 92
TAMPA, FL 33610

2017 - 2018

NAME AMAZING NATIONAL SERVICE GROUP FL LLC
9509 E. US HWY 92
MAILING TAMPA, FL 33610
ADDRESS

Paid 16-612-000914

08/02/2017 58.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2017 - 2018 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2018

OCC. CODE

280.061000 LANDSCAPING SERVICE (OVER 3 EMP)

6 Employees

ACCOUNT NO.

36828

RENEWAL

Receipt Fee 54.

Hazardous Waste Surcharge 40.

Law Library Fee 0.

BUSINESS AMAZING NATIONAL SERVICE GROUP FL
LLC
9509 E US HWY 92
TAMPA, FL 33610

2017 - 2018

NAME AMAZING NATIONAL SERVICE GROUP FL LLC
9509 E US HWY 92
MAILING TAMPA, FL 33610
ADDRESS

Paid 16-612-000914

08/02/2017 94.00

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813-635-5200

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THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Business Licenses & Certifications



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Marketing and Development
Bureau of Agricultural Dealer's Licenses

AGRICULTURAL PRODUCTS DEALER BOND

Section 604.20, Florida Statutes
Rule 5H-1.009
Phone (850) 617-7150; Fax (850) 617-7051

STATE OF Florida BOND NO. 66244754
COUNTY OF Hillsborough

KNOW ALL MEN BY THESE PRESENTS:

That we, AMAZING NATIONAL SERVICES GROUP FL LLC of 9509 E US HIGHWAY 92, TAMPA, FL 33610-5990 as principal
(See instructions on back)
and Auto-Owners Insurance Company of 6101 Anacapi Blvd, Lansing, MI 48917-3968 as Surety,
(Name of Surety Company) (Home Office Address)
are held and firmly bound unto the **COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA** for the use and
benefit of every person establishing legal rights hereunder, in the full and just sum of One Hundred Thousand Dollars,
(\$ 100,000), to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators,
executors, successors and assigns, firmly by these presents.

Whereas by Sections 604.15-604.34, Florida Statutes, dealers in agricultural products are required to obtain a license from the
Commissioner of Agriculture of the State of Florida and to give bond in such form and amount as shall be approved by the
Commissioner, conditioned upon a full compliance with the provisions of the said statutes as amended.

NOW THEREFORE, the condition of this obligation is such that if the above-named principal shall faithfully and truly
account for and make payment to producers, their agents or representatives, and/or other licensed agricultural dealers, for all
agricultural products bought from or handled or sold for such producers, their agents or representatives, and/or bought from other
licensed agricultural dealers as required by Sections 604.15-604.34, Florida Statutes, then this obligation to be void, otherwise to
remain in full force and effect.

The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all
claims which may accrue during the term hereof.

The inception of this bond begins with March 7th, 20 17 and this bond continues in effect for one year.

The surety may withdraw from this bond by giving 30 days written notice by certified mail to the Commissioner of
Agriculture of the State of Florida, provided such withdrawal shall not release any liability existing hereunder at the time of the
effective date of said withdrawal.

Signed, sealed and dated this 6th day of March, 20 17
(Insert actual date of execution)

(Please observe instructions for execution on reverse side)

AMAZING NATIONAL SERVICES GROUP FL LLC (Seal)
Principal

By: [Signature]
(Owner, Partner, or Corporate Officer)

Auto-Owners Insurance Company (Seal)
Surety

By: Teresa E. Gibson
(Attorney-In-Fact) Teresa E. Gibson



Insurance Agency: FAIRCHILD ADDISON & MCKONE INSURANCE INC

Agent Name: CHRISTOPHER BAILEY M

Address: 10218 WOODBERRY RD

City: TAMPA State: FL Zip: 33619

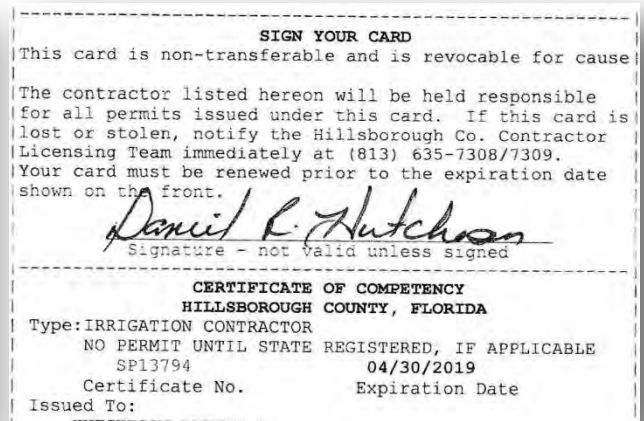
Telephone: (813)681-4893

Attach Power of Attorney for the person executing this bond
for the surety.

Business Licenses & Certifications



Pest Control License



Irrigation License

Insurance



CERTIFICATE OF LIABILITY INSURANCE

AMAZS-1

OP ID: CB

DATE (MM/DD/YYYY)
03/10/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairchild, Addison & McKone P.O. Box 1030 Brandon, FL 33509-1030 Fairchild, Addison & McKone		CONTACT NAME: Fairchild, Addison & McKone PHONE: 813-681-4893 FAX: 813-685-8610 EMAIL: ADDRESS:															
INSURED Amazing Services Group FL, LLC 9509 E. US Highway 92 Tampa, FL 33610		INSURERS AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Southern-Owners Ins</td> <td>10190</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Southern-Owners Ins	10190	INSURER B: Auto-Owners Insurance	18988	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR. LTR.	TYPE OF INSURANCE	ADDL. SUBRT. INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GLINT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER:	X X	20490614	01/16/2017	01/16/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED. EXP. (Any one person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG. \$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NONOWNED AUTOS		5043061400	07/27/2016	07/27/2017	COVERED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP \$ 1,000,000 \$ \$ \$ \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE \$ \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N/A	20274825	01/16/2017	01/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER EMP. B.L. EACH ACCIDENT B.L. DISEASE - EMPLOYEE B.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
B	L & P Bond		56242133	01/18/2017	01/18/2018	L & P \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holders and their affiliates, and each of their respective partners, affiliates, shareholders, officers, directors, agents, employees, successors and assigns are Additional Insured including Products and Completed Operations in regards to General Liability coverage as required by written contract.

CERTIFICATE HOLDER HILL-C-9	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Fairchild, Addison & McKone
---------------------------------------	---

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More Information Available at
www.AmazingServicesGroup.com

W-9 Form

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Amazing National Service Group

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership)
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions)
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
 (Required for accounts established in the U.S.)

5 Address (number, street, and apt. or suite no.)
2711 N. 24th Street

6 City, state, and ZIP code
Phoenix AZ 85008

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

 or
Employer identification number

8	1	-	4	9	1	7	7	5	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Peng Hutcherson Date 07/24/2017

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1088 (home mortgage interest), 1088-C (student loan interest), 1088-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing this filed-out form, you:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued;
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income; and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See What is FATCA reporting? on page 2 for further information.

Cell No. 10231X Form W-9 (Rev. 12-2014)

Equipment

Our Tampa Office is conveniently located just off I-75 on East US Highway 92.

We have 15 trucks and trailers at this location and all the necessary equipment (as shown on the following page) required to do the job right.

We are currently operating with 12 crews consisting of 4 to 5 men per crew.



Equipment



Hustler Super Z



Toro Zmaster



Exmark Turf Tracer



Exmark Spreaders



Lesco Spreaders



Yamaha King Skid



Packpack Blowers & Sprayers



Trimmers, Edgers & Pole Saws



Amazing Services Group maintains a full compliment of maintenance equipment and vehicles

More Information Available at
www.AmazingServicesGroup.com

Testimonials

“ The Centex Homes Tampa division had a number of very large landscape/irrigation projects that Danny was instrumental on getting installed in a timely manner with a high level of quality. Danny could always be relied upon to "make it happen" no matter the circumstances.



Brian Stidham

Director at Hines

May 28, 2012, Brian was a client of Danny's

“ Have worked with Danny over the years on several projects and his work is excellent, communication is great and his costs are extremely competitive. He is always fair with any site modifications and strives to make us as well as our Client a satisfied customer.



Paul Verlander

Owner, Verlander Landscape Architecture, LLC

May 18, 2012, Paul was a client of Danny's

Testimonials

“ I have worked with Danny on many new residential communities. His creativity, knowledge of the materials, understanding of requirements of various municipalities and focus on budgets (including the backend maintenance) allowed me to provide fantastic looking landscape packages to my home building partners.



Garth Noble

Land Operations Manager at Standard Pacific Homes
April 27, 2012, Garth was a client of Danny's

“ Very qualified to get the job done.



Valentino Cablish, CPA

Certified Public Accountant at Cablish & Gentile CPAs
June 4, 2012, Valentino worked with Danny but at different companies

Testimonials

“ I had the pleasure of working with Danny on multiple projects at Pulte, Centex, & MI Homes. He was always professional and easy to work along side. Danny is an excellent communicator and will do whatever is necessary to get the job done. I've always had great success in working with him as he is reliable and goes above and beyond what is required of him. He has in-depth knowledge of the Landscape Industry and is incredibly passionate about his work and in developing strong, lasting business relationships. He would be an asset to any company smart enough to hire him.



Steve Bennett

Land Development Project Manager at KB Home

April 28, 2012, Steve was a client of Danny's

What Our Clients Are Saying

QUALIFIED PROPERTY MANAGEMENT, INC.

Administrative Office
5901 US 19 - Ste. 7Q
New Port Richey, FL 34652

PHONE: 727-869-9700

FAX: 727-869-9825

November 15, 2017

After a couple false starts with other companies, I finally found the perfect partner in Amazing National Service Group. They paid attention to what I needed and listened to my ideas.

Danny and his staff are truly professional – they listen, analyze the problem, develop a plan, advise you, and produce results without killing the budget.

Amazing National Group Services came in, fixed the problems, and we've used them ever since. The most impressive thing about them to me is that they not only respond quickly, but they actually know their business, respectable and do what they say they are going to do!!

They truly are "Amazing"

Crystal Tedesco, LCAM

Qualified Property Management
5901 US Highway 19 Suite 7 Q
New Port Richey, FL 34652
727-869-9700 Ext. 227

What Our Clients Are Saying

Amazing National Service Group has been maintaining some of our HOA properties for almost a year. We find the staff knowledgeable and proactive and they work well with our Property Management companies. Amazing also works with our Land Department to perform landscaping installations in new communities. In the limited time I have worked with Danny, I find him to be responsive and always willing to help his client. He also follows-up to ensure that his staff has completed requested work in a timely fashion. We appreciate the diligence of the staff at Amazing National Service Group and look forward to a continued working relationship.

Nandra R. Ramnarine, CP, Paralegal
KB Home
4105 Crescent Park Drive
Riverview, Florida 33578
Telephone: (813) 387-9616



888-KB-HOMES kbhome.com

Consider the environment before printing this email.



What Our Clients Are Saying

Please accept this as my personal letter of recommendation for Amazing National Services Group. Since bringing them on board 3 months ago, we have been extremely satisfied with their high level of customer service, proficiency of lawn care, and overall reliability. In the past, we have found similar services to be inconsistent and unreliable at best. Their crews show up when they say they will, always provide top quality services and add a personal touch to their work. Danny makes sure he is familiar with his clients and listens carefully to determine what their needs are and how he can best serve them. His staff is always professional and wonderful to work with. Everyone I have had contact with is friendly, approachable and reliable. It's my pleasure to recommend Amazing National Services Group for your property. I'm confident that you will be more than satisfied with the quality of their work and their excellent customer service.

Sincerely,



Stephen Bennett

Land Development Manager

9422 Camden Field Parkway | Riverview, FL 33578

Cell: 813-735-7939 | Fax: 813-663-9493

stephen.bennett@beazer.com

References

Beazer Homes

Steve Bennett: 813-735-7939

Email: stephen.bennett@beazer.com

KB Homes

Nandra Ramnarine: 813-341-0943

Email: nnramnarine@kbhome.com

Aqua Solis

Qualified Property Management, Inc.

Crystal Tedesco: 727-869-9700

Email: crystal@qualifiedproperty.com

Maintained Property Photos

Medford Lakes for KB Homes

10640 Medford Lakes Drive, Riverview, FL

Cully Kushmer: 813-730-0180



More Information Available at
www.AmazingServicesGroup.com

References

Lettingwell Homeowners Association Lettingwell Circle, Wesley Chapel, FL



References

West Lakes Reserve

11678 Fox Sparrow Road, Tampa, FL

Nandra Ramnarine: 813-387-9642



**More Information Available at
www.AmazingServicesGroup.com**

References

Northgate for KB Homes (Currently being installed)

7763 Sunshine Bridge Avenue, Gibsonton, FL

Nandra Ramnarine: 813-387-9642



**More Information Available at
www.AmazingServicesGroup.com**

Photo Gallery



Our Management Team



Nathan (Nate) Mazanowski
Chief Executive Officer

Nathan is the son of legend Zygmund Mazanowski. He was born into the landscape maintenance industry and Landscaping has always come natural to Nathan. After 10 years of experience in commercial landscape management, managing over \$3 million dollars worth of accounts, Nathan started his own lawn and landscape Maintenance company in 2010. With only three years of success his father, who's the previous owner of Mainscapes, and his brother Michael joined together to start growing their Christian company nation wide. They have ambitious plans, ideas and hopes of growing their company to be a successful multi-million dollar leader in the lawn and landscape industry. Hiring like minded leaders to help them achieve these goals has been a very important part of their business plan. Having experience in tropical, mid-west and now desert landscaping has provided Nathan with a wide variety of landscape management knowledge and skills.

Amazing Maintenance & Services Group
DBZ: Yard Doctors & MrGspace Landscape
Outdoor and Indoor Services

Our Management Team



Danny Hutcheson
President

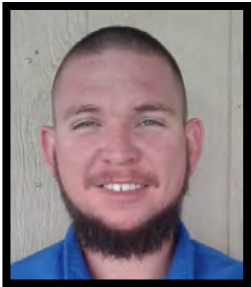
Danny has over 28 years of experience in the industry. He oversees all the Installation and Grounds Maintenance Operations. His vast experience in all Landscape, Irrigation and Maintenance applications makes him a strong asset to the ***Amazing National Service Group*** and the clients that have come to rely on his expertise. He has overseen many high-profile projects for Disney, Universal, Sea World, Bush Gardens and The World of Golf Hall of Fame to name a few. Danny is also licensed as an Irrigation Contractor in Hillsborough, Pasco, Polk, Hernando, Manatee, Sarasota, Orange, Osceola Counties plus the City of Tampa and Orlando. He is also a Certified Pest Control Operator and a Certified Arborist in the State of Florida.

Our Management Team



Jim Garrison: *Business Development*

Jim has over 23 years of lawn care and landscape maintenance experience. Jim previously worked with TruGreen ChemLawn in Sterling, Virginia and Commercial Scapes in Bristow, Virginia, a large landscape installation company before re-locating to the Sarasota-Bradenton area in 2004 where he worked for TruGreen LandCare, Greenbriar and Girard before joining the *Amazing National Service Group* team. His experience includes: lawn care and land care commercial maintenance and installations. He is also a published author and sales and marketing consultant.



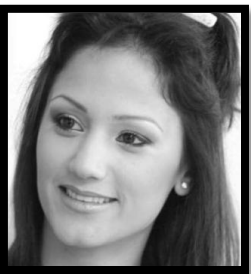
Eric Hutcheson: *Operations Manager*

Eric has over 12 years of experience in the industry. His knowledge in construction and irrigation installation along with Grounds Maintenance makes him an asset to Amazing National Service Group. His experiences come from working with companies such as Valleycrest, Greenbriar Landscaping and Webster Oaks, Inc. His strengths are making sure the project is completed on time, safely, and customer satisfaction.



Jerimy O'Neal: *Operations Manager*

Jerimy has over twelve years of experience in Florida. He has been active in landscape maintenance since the age of thirteen starting as a laborer for his father's, then six year old, landscaping company in Marietta, GA. At the age of seventeen he assumed control of the company, and in 2003 he sold the business and moved to Florida. His knowledge in Grounds Maintenance makes him an asset to Amazing Service Group. His experience comes from working with companies such as Greenbriar Landscaping and Valleycrest and managing such notable CDD's as Harrison Ranch in Parrish, Venetian Falls in Venice and South Shore Falls and Harbor Isles in Apollo Beach.



Liat Garton: *Account Manager*

Manages all company and branch accounting including accounts receivable, accounts payable, insurance documents, etc.



With **Amazing National Service Group** you get more than landscaping services, you get a company that truly cares about building a strong professional partnership that provides you with unparalleled services. **NSG** is big enough to serve you, yet small enough to know you! By believing in small business values **ANSG** strives to create long-term, successful partnerships with our customers. From hiring top field professionals to exceptional communication and follow-through service, your satisfaction is our goal.



*Thank you for the opportunity to provide you with this proposal. **Amazing National Service Group** looks forward to serving you!*



OFFICIAL BID PROPOSAL FORM

Cypress Preserve Community Development District
Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

TO BE SUBMITTED TO:

Cypress Preserve Community Development District
c/o District Counsel,
Attn: Vivek K. Babbar,
vbabbar@srvlegal.com

Due by 3 p.m. EST on Friday November 17, 2017

From: CORNERSTONE SOLUTIONS GROUP Fred Ingram
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Cypress Preserve Community Development District the undersigned proposes to provide all work necessary to install and construct the improvements for the Phase 1 Landscaping and Irrigation Improvements as shown on the Plans and Specifications.

All Proposals shall be for complete work in accordance with the Plans and Specifications.

Price

Proposer submits that it can perform the work described in the Plans and Specifications (including the cost of the requisite Payment and Performance Bond if the work exceeds \$200,000) for a Total Lump Sum Price of Three Hundred Thirty Two Thousand Five Hundred Eleven Dollars (\$332,511.00) as more specifically described in the Proposal.

Proposer submits that it can perform the work related to the construction and installation of a 4" well with a 7.5 hp pump (to be awarded at the District's option) for a Price of Eighteen Thousand Five Hundred Dollars (\$18,500.00) as more specifically described in the Proposal.

The undersigned Proposer, having a thorough understanding of the work required by the Plans and Specifications, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the District Contractor Agreement with the District to fully perform all work in strict compliance with the Plans and Specifications, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work;

tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Plans and Specifications to be performed or furnished by Proposer for the lump sum prices as indicated in the Proposal.

Time

Proposer submits that it can complete the work described in this project within Fifty Days (50) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of sixty (60) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk.

Documents

The Proposer submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions for Proposers, Evaluation Criteria, Phase I Landscaping and Irrigation Installation Agreement, Plans and Specifications and all other components of the Proposal Package.


Name of Authorized Signatory of Bidder: FRED INGRAM

Title of Authorized Signatory of Bidder: DIRECTOR OF OPERATIONS

Fred Ingram
Signature of Authorized Signatory of Bidder

November 17, 2017

Sworn before me on November 17, 2017

Johanna L. Turley
Notary Public, State of Florida


Notary Seal



Cornerstone Solutions Group

14620 Bellamy Brothers Blvd Dade City, FL 33525

Phone 866-617-2235 Fax 866-929-6998

www.CornerstoneSolutionsGroup.com

Estimate

Date	Proposal #
10/25/2017	EST-716

Name / Address
Ripa & Associates Tampa, FL 33619

Ship To	
RIPA2668 - Cypress Preserve Buffer Wesley Chapel	
Proposal Submitted By:	Work Requested By:

Description	Qty	U/M	Rate	Total
Cornerstone Solutions Group proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:			0.00	0.00
Irrigation	1		99,974.92	99,974.92
Trees				
Palm - Pindo 16'-18' OAH B&B	6	ea	1,800.00	10,800.00
Scarlet Torch Bottlebrush 30 Gallon, 5'-6'	12	ea	360.00	4,320.00
Dahoon Holly - 6' Ht min. 25 gallon	10	ea	210.00	2,100.00
Red Cedar - 2" Cal/30 Gallon	21	ea	215.00	4,515.00
Dynamite Crape Myrtle - 1" Cal, 25 Gallon	30	ea	220.00	6,600.00
Crape Myrtle light lavender - 1" Cal, 25 Gallon	16	ea	205.00	3,280.00
Magnolia - D.D. Blanchard - 2" Cal., 30 Gallon	16	ea	215.00	3,440.00
Magnolia - Little Gem - 2" Cal., 30 Gallon	45	ea	215.00	9,675.00
Slash Pine - 3" Cal., 45 Gallon	26	ea	300.00	7,800.00
Slash Pine - 4" Cal., 65 Gallon	16	ea	430.00	6,880.00
Slash Pine - 2" Cal., 30 Gallon	10	ea	205.00	2,050.00
Sycamore - 2" Cal., 30 Gallon	5	ea	215.00	1,075.00
Oak - Live - 2" Cal., 30 Gallon	33	ea	215.00	7,095.00
Oak - Live - 6" Cal B&B 18'-20' ht	11	ea	1,400.00	15,400.00
Palm - Sabal B&B 10-16' CT	15	ea	230.00	3,450.00
Bald Cypress 2" Cal., 30 Gallon	10	ea	215.00	2,150.00
Elm - Winged 2" Cal., 30 Gallon	1	ea	225.00	225.00
American Elm 2" Cal., 30 Gallon	13	ea	265.00	3,445.00
Shrubs				
Dwarf Bottlebrush 3 Gallon	20	ea	15.00	300.00
Thyallis - 3 Gallon	24	ea	10.50	252.00
Burford Chinese Holly - 3 Gallon	136	ea	9.75	1,326.00
Jasmine - Downey - 3 Gallon	386	ea	9.50	3,667.00
Loropetalum - 3 Gallon	136	ea	9.75	1,326.00
Wax Myrtle - 3 Gallon	68	ea	11.00	748.00
Viburnum - Walters - 3 Gallon	279	ea	10.00	2,790.00
Groundcovers				
Lily - Flax - 1 Gallon	292	ea	5.95	1,737.40
Muhly Grass - 3 Gallon	147	ea	9.50	1,396.50
Fountain Grass - Red - 3 Gallon	916	ea	9.75	8,931.00
White Fountain Grass - 3 Gallon	907	ea	10.00	9,070.00
Fakahatchee - 3 Gallon	991	ea	9.00	8,919.00
Coleus 1 gallon	163	ea	5.95	969.85
Blue Daze 1 Gallon	365	ea	5.25	1,916.25

This Proposal is open for acceptance by client for 30 days from the date printed above, after which it will be with drawn by Cornerstone Solutions Group and may be subject to re-negotiation.

Total

Accepted Date _____ Accepted Signature _____
Page 1



Cornerstone Solutions Group

14620 Bellamy Brothers Blvd Dade City, FL 33525

Phone 866-617-2235 Fax 866-929-6998

www.CornerstoneSolutionsGroup.com

Estimate

Date

Proposal #

10/25/2017

EST-716

Name / Address

Ripa & Associates
Tampa, FL 33619

Ship To

RIPA2668 - Cypress Preserve Buffer
Wesley Chapel

Proposal Submitted By:

Work Requested By:

Description	Qty	U/M	Rate	Total
Drift Rose - 3 Gallon	181	ea	15.50	2,805.50
Jasmine - Minima - 1 Gallon	167	ea	5.25	876.75
Pine Bark Mini Nugget Begonia 2040	290	ea	46.00	13,340.00
Tree Bracing & Fert	1		13,789.00	13,789.00
Bahia Sod - Installed & Rolled	148,500		0.33	49,005.00
St. Augustine Floratam Sod Installed & Rolled	25,500		0.43	10,965.00
Bores for road crossing, asphalt cutting and patching, tree relocations, root pruning, and all Hardscape items, as well as drainage systems are not included in this bid. This bid was generated from quantities graphically generated on the plans, if more items are required, or not required, and adjustment to the contract documents will be generated to show the differences using contract pricing. No Tree protection, trimming, or removal was bid. No Gravel paths were included. No soil for annuals and backfilling are included. No Soil Testing. Site prep, grading and removal will be done by others. Parking Island prep and fill by others.			0.00	0.00
A down payment of \$0 is required to initiate contract. Periodic invoices will be rendered as project progresses with Final Invoice upon completion of project. No Finance Charge will be imposed if the total of such purchases is paid in full within 15 days of invoice date. If not paid in full within 15 days, Then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1.5% per month (18% Annual) until paid and Tree Farm 2, Inc DBA Cornerstone Solutions Group shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event any or all of the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.			0.00	0.00
ESCALATION CLAUSE- The parties agree that work commencing within One Hundred Eighty (180) days of the effective date of the Agreement shall not constitute a delay nor shall Contractor be entitled to a change in Contract Price. Any work commencing after One Hundred Eighty (180) days from the effective date of the Agreement may, but shall not automatically, constitute a delay that would allow Contractor to submit a claim for an adjustment in the Contract Price. For purposes of this provision work shall be defined as any quantifiable portion of the contract regardless of whether or not the contract is divided into phases, segments or any such division. Any work that is delayed for any reason that is not the fault of the contractor shall be considered not to have commenced until the date at which such work is no longer delayed.				

This Proposal is open for acceptance by client for 30 days from the date printed above, after which it will be with drawn by Cornerstone Solutions Group and may be subject to re-negotiation.

Total

\$328,405.17

Accepted Date _____

Accepted Signature _____

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1. PROPOSAL DETAILS

Client Details

Cypress Preserve Community Development District
Request for Proposals for the Construction and Installation of Phase I Landscaping
and Irrigation Improvements
Contact: Vivek Babbar
Address: 1510 West Cleveland Street Tampa, FL 33606
Phone: 813-223-9400

Proposer Details

Green Construction Technologies Inc.
President: Patrick J. Erwin
Contact Name: Patrick Erwin
Address: 2130 N.E. 15th Terrace Wilton Manors Florida 33305
Address: 2821 Nesmith Estates Lane Plant City Florida 33566
Phone: 954-563-3379
Email: gct-gc@bellsouth.net

2. PERSONNEL

2.1. Green Construction Technologies Inc was founded by the Erwin family in 1979 as a landscape maintenance company. During our thirty-eight year history, GCT has evolved into a small business construction company. We have two offices in the state of Florida; one in Southeast Florida and the other in the Tampa, Florida area. Much of our more recent work has taken place in Central-West Florida. We are a pre-qualified contractor for FDOT. GCT focuses primarily on the public sector and has an outstanding reputation in the industry. GCT has built city parks, ball fields and installed hardscape, landscape, irrigation, drainage and parking lots for many municipal agencies. We are proud to announce that we now have two award winning projects in our portfolio. Our company specializes in landscape and irrigation and does not use any subcontractors for this work. We pride ourselves on implementing Better Management Practices throughout the project. Many of our toolbox talks stress the theory of economy of motion. This enables us to accomplish large projects more efficiently compared to larger crews of our competitors.

2.2. Staff and Availability: GCT is comprised of a top notch team of twelve employees that have been with us for several years. All of our staff is trained to strictly comply with OSHA standards and MOT. GCT's employees are constantly learning throughout the year with several Continuing Education Classes. We are currently in the maintenance portion of our last project in Lake County. All staff and resources will be available in December 2017.

Florida Certified General Contractor, Patrick Erwin, is also the President of the Corporation. He works as the Project Manager with a hands on approach to assist the team in achieving the project's objective on time and within budget. Mr. Erwin has multiple certifications and licenses to qualify him for every aspect of this project. He will review, plan and monitor the daily activities on the project.

Field Supervisor, Ottoniel Totis has been with us for over ten years. He has continued to expand his knowledge of the landscaping and irrigation industry. Before coming to our company, he was a foreman and construction manager for Brison Construction. On any given day he has been in charge of up to eighty workers and subcontractors. We find his logistical IQ to be simply amazing. When there are decisions related to means, methods and solutions, previous clients have taken his recommendations over their own representatives and project managers. Mr. Totis works extremely hard with the remainder of our crew and his leadership skills enable us to function as a single unit.

CDL Driver, Carlton Stewart operates all of our commercial vehicles. His role enables GCT to perform our own hauling of materials to and from the project. He has an exemplary driving record and work ethic.

Administrative Supervisor, Christina L. Erwin is hands on in everyday activities. Her responsibilities include quality control, purchasing, client relations and day to day supervisory administrative duties. Mrs. Erwin handles many of the behind the scenes tasks that keep the company running.

Executive Assistant, Katie Mundy handles the administrative duties for executive management. She performs many of the company's clerical tasks and scheduling.

She is also in charge of all bids and RFP as well as estimating. Mrs. Mundy coordinates with multiple vendors for the best pricing and quality.

Site Assistant, Ela Escobar is tasked with gathering materials for workers to handle on the job site, assisting the crew in preparation and keeping the site clean and safe. Ela is also in training as an Irrigation Technician.

Landscape Crew and Irrigation Technicians compile the rest of our crew. They are in charge of site preparation, with a focus on using BMP's for erosion control and a thriving landscape. Our team works extremely hard through the entirety of the day to ensure projects finish on time. They have many years experience in the installation of various irrigation systems. Our team will work tirelessly to install landscape material so it will thrive and meet our client's desire.

3. LICENSING AND CERTIFICATION

Florida Certified General Contractor CGC# 1504609

FNGLA Certified Landscape Contractor

Florida Certified Irrigation Contractor

Florida Certified Water Well Contractor

Certified Herbicide and Fertilizer Applicator

Certified Water Star Contractor

ATSSA Advanced Traffic Control Certification

NPDES Certified Inspector

CBE/SBE Certified

LEED Certified

- **Please see attached copies of licenses**

4. EQUIPMENT LIST

- 2017 Chevy C1500 Silverado
- 2016 Chevy 2500 Silverado
- 2011 International 4300 Box Truck
- 2006 Chevy 3500 dually Silverado Truck
- 2006 Chevy 1500 Silverado Truck
- 2003 Sterling dump truck 56,000 lbs
- 2002 GMC Irrigation van with fully stocked irrigation inventory and tools
- Backhoe JCB -3 Loader with bucket (2014)
- Backhoe JCB 214 combination backhoe/front end loader w/ tree boom and forks (1997)
- 2009 Bobcat S250 Skid Steer Loader
- Skid steer loader New Holland Xl865 with boom(1997)
- Lay-mor 6HB Broom (1997)
- MikasaVibratory Walk Behind Plate Compactor (2013)
- 2006 Horton 35 ft. gooseneck equipment trailer
- One 1998 Vermeer Trencher 3550 with boom and assorted chains
- MOT-numerous cones
- Light Tower
- Tamper-Honda Jumping Jack (2013)
- Generator-Honda
- Concrete saw-gas powered Stihl
- Transit laser
- One Enclosed trailer
- Two flat bed trailers
- One Lesco 30 gallon power sprayer
- Chainsaws
- Water Wagon 500 gal. capacity gas powered
- All necessary hand tools and irrigation Inventory
- Power tools
- Stihl Blower
- Gas powered pole saw
- Gas powered hedge trimmers
- Gas powered weed eaters
- TORO 2TR mower
- Dixie Chopper
- Hydraulic hammer
- Hydrostatic pressure pump

5. GCT PLAN TO ACCOMPLISH CDD GOALS

5.1. Understanding the District's Needs: We fully understand the needs of the Cypress Preserve Community with relation to creating a vista or curb appeal via landscape and hardscape. We will be creating the vista for all that pass through the entrance, by-ways, and travel ways. Other than personal relationships and health, nothing is more important to an individual than their home and sense of home. The landscape has the power to influence mood, attitude, and enjoyment. With our professionalism, excessive experience, and quality material, we will be of great assistance to the developer.

5.2. Integration with the Neighboring Development: At GCT we always strive to be a “good neighbor” and we will minimize impact to the adjacent properties. Our project last year was in front of the McDill Airforce Base. We worked many night shifts so as not to add to the influx of traffic during the days. Also, we changed our MOT plans several times to accommodate intermittent traffic patterns. This project will be an impressive enhancement to the adjacent development and areas. We will work cohesively as a team to ensure full integration with neighboring developments.

5.3. Understanding SOV's, Plant Materials, Irrigation System and Plan Compliance: Our philosophy is that it is not the contractor's job to reason why, but rather do or die. Although this seems “cliché”, it simplistically underscores the fact that a team is most successful when the people perform their assigned tasks to the utmost of standards. A contractor's job is to install a project designed by a professional architect or engineer and remain true to their design and intent. A contractor may suggest minor changes to the architect due to unforeseen conditions, availability, etc. However, the architect wields the ultimate decision.

The Plant Schedule lists Wizard Golden Coleus which is not available in Florida and the Flax Lily may be shy of the specified height. Our landscape supplier is Robert Shoelson with Getting Green Plant Services. Robert has served as President for the FNGLA, served on the “Grades and Standards” Board, and runs Plant Finder. Robert has been our supplier for 27 years. Robert and GCT will work with the architect to find suitable alternates if needed.

With respect to irrigation drawings and specifications, the project is straightforward and routine. We have a Florida licensed irrigation contractor and several technicians to get the system installed with quality and efficiency.

We have spoken with a local well drilling company in regards to the alternate option of installing a 4” well with 7.5 HP pump. The 4” well requested would not be sufficient to run a 7.5 HP pump. They have sent us a proposal to install a 5” well with installation of the specified pump for approximately \$16,000.00 (plus 15% contractor's mark-up) depending on the depth of the well, amount of casing, and cement needed.

If awarded the project, we will provide Cypress Preserve with a detailed and accurate SOV and use it for billing per AIA standards. We are very familiar with this procedure and use AIA type documents for all of our projects.

5.4. Means of Meeting Substantial and Final Completion: Cypress Preserve will be a beautiful community and we want to be an essential part of it. GCT will work cohesively with any other contractors in place during the project. With the combined utilization of our suppliers, our job specific equipment, our fleet of trucks, our expert personnel, our certifications, licenses, and awards, we are the best candidate to bring your project to fruition. We are providing our equipment list for your review.

Once given the Notice to Proceed we will acquire permits and call locates for all utilities then mark the site. Then GCT will begin acquiring materials and placing deposits on plant material. Next we will mobilize all personnel and needed equipment to the job site to begin site preparation. We propose that the project can be completed within **95 days**. First we will begin excavating areas for mainline irrigation piping and a rough install. Afterwards, GCT will complete the irrigation installation including all sprinkler heads. Large tree pits will be prepared and flagged as well as all planting beds. Upon the delivery of plant material the installation of large trees will begin. When larger material installation is finished small trees and plants will be installed. Finally sod will be placed and mulch will be spread. **Substantial completion should be completed in 90 days with final completion in 95 days.**

5.5. Project CPM Schedule-see appendix

6. FINANCIAL CAPABILITY

6.1. Statement- GCT has the financial capacity to complete this project including but not limited to; property, equipment, company assets, funds and credit lines with vendors and a \$3,000,000 bonding capacity. We have been in multiple contracts with several municipal agencies during our duration as a corporation and have outstanding references. Please see the included Reference Letters, Bonding Letter, Project List and Reference List.

7. PROPOSAL PRICE

7.1. GCT Landscape and Irrigation Proposal- GCT proposes the landscape and irrigation as specified in the drawings and specifications can be completed for **Three hundred seventy-five thousand, four hundred and seventy dollars \$375,470.00**

7.2. Alternate Well with Pump Proposal- GCT proposes the addition of a 5" Well and installation of 7.5 Horse Power Pump for **Eighteen Thousand Dollars and no cents, \$18,000.**

7.3. Proposal- Please see attached Proposal



GREEN CONSTRUCTION TECHNOLOGIES, INC.

PROPOSAL

11/17/2017

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT
ATTEN: VIVEK BABBAR

JOB SITE: CYPRESS PRESERVE CDD

GREEN CONSTRUCTION TECHNOLOGIES PROPOSES TO PROVIDE AND INSTALL ALL SPECIFIED LANDSCAPE AND THE DESIGNED IRRIGATION SYSTEM FOR THE COMMUNITY DISTRICT AS PER PLANS PROVIDED. GCT WILL ACQUIRE ALL PERMITS NECESSARY. ONCE ISSUED THE NOTICE TO PROCEED, GCT WILL COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS WITHIN 90 DAYS.

MOBILIZATION	\$5,000.00
LANDSCAPE MATERIAL	\$160,998.82
IRRIGATION	\$123,471.18
MULCH	\$10,000.00
SOD	\$65,000.00
HAND WATER BAHIA	\$8,000.00
DUMPSTER/RESTROOMS	\$3,000.00
TOTAL	\$375,470.00

PROPOSED ALTERNATE OPTION

INSTALL 5" WELL WITH 7.5 HP PUMP- \$18,000.00

*THE 7.5 HP PUMP WORKS MORE EFFICIENTLY WITH A 5" WELL, WE DON'T RECOMMEND INSTALLING A 4" WELL WITH PVC CASING FOR THAT SIZE PUMP. WE HAVE INCLUDED AN ALTERNATE OPTION OF A 5" WELL WITH THE 7.5 HP PUMP. THIS PRICE IS BASED ON 160' BOREHOLE, 65 BAGS OF CEMENT, 200' OF PVC CASING, AND 50' SAND CASING TO FEED THE IRRIGATION SYSTEM. FINAL COST MAY VARY DEPENDING ON THE DEPTH OF WELL.

THANK YOU,
GREEN CONSTRUCTION TECHNOLOGIES, INC.

2130 N.E. 15th Terrace ● Wilton Manors, FL 33305
Phone 954-563-3379 ● Certified General Contractor CGC1504609

8. EXPERIENCE

8.1. Project List-

CITY OF LEESBURG

US 441 Median Landscape Improvements

Installed landscape and irrigation along the swales and medians of Hwy US 441 for two miles.

Contract Amount- \$712,958.98

April 2017-August 2017

CITY OF TAMPA

Dale Mabry Highway Living Memorial



****2017 FNGLA AWARD OF EXCELLENCE ****

Installed landscape, Airforce insignia designs and irrigation in the medians of Dale Mabry Highway. The length of the medians measured approximately 2 miles.

Contract Amount- \$1,410,206.75

August 2016-July 2017

PASCO COUNTY

Wesley Chapel District Park Phase I and II

Irrigation System Repair and Replacement

Installed 2 miles of re-use C900 DIP, pressure regulating assembly, weather stations, clocks and valves for a county park

Contract Amount- Phase I \$210,431.00 Phase II \$246,113.00

January 2016-August 2016

MIAMI DADE COLLEGE KENDALL CAMPUS

Landscape and Irrigation System Entrances and Swimming Pool Areas

Clearing, grubbing, demolition, tree removal/relocation, installation of trees, plants sod and installation of irrigation

Contract Amount- \$808,680.57

June 2015-December 2015

CITY OF GAINESVILLE

Sixth Street Rail Trail Landscaping

Clearing, grubbing installation of trees, plants and sod, installation of railroad ties, pavers, curbing and irrigation

Contract Amount- \$286,644.89

February 2015-June 2015

CITY OF ORANGE CITY

US 17-92 Medians Landscape Beautification

Clearing, grubbing, sod removal, installation of trees, plants and sod on US 17-92 medians

Contract Amount- \$223,477.39

June 2014-September 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Boulevard Lakes 4&5

Landscaping, tree removal, MOT and maintenance

Contract Amount- \$47,929.01

June 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Boulevard Medians

Excavation, irrigation, landscaping, MOT and maintenance in medians

Contract Amount- \$115,688.62

October 2013-April 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Boulevard Island Accident Restoration

Irrigation repair, landscaping and MOT in medians

Contract Amount- \$4,950.00

April 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Lake Bank Restoration

Prep, erosion control and landscaping

Contract Amount- \$11,680.00

March 2014

CITY OF WEST PALM BEACH

19th, 20th, 21st STREET Landscape and Irrigation

Clearing, grubbing, MOT, landscaping and irrigation in median and swales

Contract Amount- \$ 118,554.82

December 2013-February 2014

CITY OF DANIA BEACH

US 1 Right of Way Improvements Phase II

Demolition, landscaping, tree removal, irrigation, directional boring, MOT, asphalt, concrete curb, concrete sidewalk, electrical, waterline relocation, street lights, traffic interconnect in medians and swales on US 1

Contract Amount- \$1,293,262.00

July 2012-August 2013

CITY OF DANIA BEACH*US 1 Right of Way Improvements Phase I*

Demolition, landscaping, tree removal, irrigation, directional boring, MOT, asphalt, concrete curb and concrete sidewalk in medians and swales

Contract Amount- \$717,506.62

CITY OF WEST PALM BEACH*Parker Avenue*

Landscaping

Contract Amount- \$191,170.00

January 2012-March 2012

CITY OF FORT LAUDERDALE*Harbordale Park*

Install artificial turf and playground protective surfacing

Contract Amount- \$24,778.95

December 2011-January 2012

FLORIDA DEPARTMENT OF TRANSPORTATION*Fast Track Barrier Wall Repair- I-95/45th Street*

Removal of barrier wall, MOT, placement of temporary barrier wall, construction of new barrier wall and asphalt restoration

Contract Amount- \$80,359.50

June 2011-August 2011

CITY OF FORT LAUDERDALE*Hortt Community Center***1ST PLACE AWARD WINNING PROJECT**

Construction of community center including shell, roof, electric, plumbing, air conditioning, formwork, concrete, flooring, tiling, painting, carpentry, drywall, pavers, storefronts, windows and doors, landscaping, irrigation, grading, and asphalt.

Contract Amount- \$814,654.54

June 2011-October 2012

BROWARD COUNTY BOARD OF COMMISSIONERS*Markham Park*

Provide and install playground, safety surface, artificial turf and shade structure

Contract Amount- \$162,970.30

November 2010-April 2011

CITY OF FORT LAUDERDALE*Melrose Manors Entryway Sign Project*

Signage, pavers, curbing, landscaping, irrigation, solar lighting and asphalt removal

Contract Amount- \$74,751.00

February 2011-July 2011

CITY OF FORT LAUDERDALE*Oswald Park*

Install artificial turf and playground protective surfacing

Contract Amount- \$40,450.75

March-May 2011

CITY OF FORT LAUDERDALE*Dolphin Park*

Install artificial turf, excavation, compaction and grading

Contract Amount- \$14,702.41

January 2011-February 2011

FLORIDA DEPARTMENT OF TRANSPORTATION*Fast Track Barrier Wall Repair- Lake Worth Road*

Removal of barrier wall, MOT, placement of temporary barrier wall, and construction of new barrier wall

Contract Amount- \$91,989.00

October 2011

CITY OF FORT LAUDERDALE*Coral Ridge Park*

Clearing, fencing, electric, landscaping, tree removal, irrigation, rock climbing feature, site furniture and artificial turf

Contract Amount- \$117,191.80

January 2011-May 2011

CITY OF PEMBROKE PINES*West Campus Charter School Athletics Fields Renovation*

Removal of sod, laser grade and install synthetic grass system

Contract Amount- \$299,875.00

July 2010-August 2010

FLORIDA DEPARTMENT OF TRANSPORTATION*Fast Track Barrier Wall Repair-Southern Boulevard*

Removal of barrier wall, MOT, placement of temporary barrier wall, and construction of new barrier wall

Contract Amount- \$117,849.94

November 2009-February 2010

Fast track Barrier Wall Repair-Blue Heron Boulevard

Removal of barrier wall, MOT, placement of temporary barrier wall, and construction of new barrier wall

Contract Amount- \$61,302.00

November 2010

CITY OF PEMBROKE PINES

*East Central Charter School Athletic Fields
Renovation*

Removal of sod, laser grade and roll new sod
Contract Amount- \$124,333.80
July 2010

CITY OF WEST PARK

Mary Saunders Park- Parking Lot

Demo, asphalt, curbing, landscaping, irrigation,
lighting and electric
Contract Amount- \$129,632.77
July 2009-October 2009

VILLAGE OF ROYAL PALM BEACH

Ponce De Leon Circle

Demo, clearing, asphalt, concrete, landscaping,
irrigation MOT and electric for traffic circle
Contract Amount- \$134,612.18
February 2009-April 2009

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

Pushbutton Sidewalk Repair

Demo, remove, replace and repair sidewalks
and curbs, install ADA ramps and MOT
Contract Amount- \$699,999.00
October 2007-May 2009

CITY OF GREEN ACRES

Freedom Park

Laser grading, Landscaping, complete
irrigation, sodding concrete slabs, pavers and
furniture for ball fields
Contract Amount- \$72,849.00

April 2009-July 2009

TOWN OF JUPITER

*Jupiter Elementary School Soccer Field and
Walking Trail*

Clearing, grading sodding, irrigation, soccer
goals, laser grading, top dressing and rolling
Contract Amount- \$55,473.76
June 2008-August 2008

CITY OF GREEN ACRES

Liberty Park Elementary School Sidewalk

Demo, clearing, irrigation, sodding, electric,
lighting and asphalt
Contract Amount- \$127,837.55
September 2008-October 2008

TOWN OF JUPITER

Swale Rehabilitation Program Phase I and II

Clearing, grading, sodding, driveway
reconstruction and irrigation repair
Contact Amount- \$799,999.80
October 2007-April 2008

CITY OF WEST PALM BEACH

Palm Beach Lakes Boulevard Thoroughfare

Landscaping, irrigation, tree removal, boring
and electric in medians and swales
Contract Amount- \$981,510.35
May 2006-December 2006

CITY OF SUNRISE

Flamingo Road Streetscape Project

Landscaping, irrigation, pavers, curbing, jack
and bore, pump stations in medians and swales
Contract Amount- \$740,479.90
February 2005-February 2006

CITY OF WEST PARK

City-Wide Entrance Sign and Landscaping

Demolition, MOT, electric, signage,
landscaping and irrigation
Contract amount- \$155,600.00
October 2008-April 2009

CITY OF FORT LAUDERDALE

Mills Pond Park New Boundless Playground

Demo, clearing, asphalt, concrete, landscaping,
irrigation, playground equipment, site furniture
and shade structure for ADA Playground
Contract Amount- \$218,604.12
March 2009-September 2009

8.2. References-

CITY OF LEESBURG

Contact Person: Neil Gaines
Deputy Director of Public Works
550 S. 14th Street
Leesburg Fl 34749
Phone: 352-435-9442
Neil.gaines@leesburgflorida.gov

CITY OF TAMPA

Mr. James King
3808 E. 26th Avenue
Tampa, Florida 33605
813-635-3416
James.king@tampagov.net

PASCO COUNTY

Mr. Mike Smith
4111 Land O' Lakes Blvd. Suite 202
Land O' Lakes, Fl. 34639
727-457-6125
msmith@pascocountyfl.net

MIAMI DADE COLLEGE KENDALL CAMPUS

Ms. Neyda Otero
Interim Vice Provost
954-818-0246
Notero13@msn.com

CITY OF ORANGE CITY

Mr. Gary Ayik
Public Works/Utilities - Operations Manager
205 E. Graves Avenue
Orange City, FL 32763
386-775-5450/Fax: 386-775-5452
Gayik@ourorangecity.com

CITY OF GAINESVILLE

Mr. Stefan Broadus
Project Engineer
405 N.W. 39th Avenue
Gainesville, FL 32609
352-393-8406
Broadusm@cityofgainesville.org

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mr. Eugene Gerlica
District Engineer
2500 Quantum Lakes Drive, Suite 100
Boynton Beach, Florida 33426
561-740-2447 ext. 16/no fax
gerlicape@comcast.net

CITY OF WEST PALM BEACH

Ms. Miranda Beadles
Senior Transportation Engineer
401 Clematis Street, 4th Floor
West Palm Beach, FL 33401
561-494-1087/Fax 561-494-1069
Mbeadles@wpb.org

CITY OF DANIA BEACH

Contact Person: Mr. Jed Hall
Registered Landscape Architect
Nievera Williams Design
223 Sunset Avenue, Suite 150
Palm Beach, FL 33480
561-659-2820/ Fax: 561-659-2113
jed@nieverawilliams.com

CITY OF FORT LAUDERDALE

Mrs. Irina Tocar
Registered Architect
100 N. Andrews Ave
Fort Lauderdale, FL 33301
954-828-6891/Fax 954-828-5074
Itocar@fortlauderdale.gov

OFFICIAL BID PROPOSAL FORM

Cypress Preserve Community Development District
Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

TO BE SUBMITTED TO:

Cypress Preserve Community Development District
c/o District Counsel,
Attn: Vivek K. Babbar,
vbabbar@sricleagl.com

Due by 3 p.m. EST on Friday November 17, 2017

From: Green Construction Technologies, Inc.
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Cypress Preserve Community Development District the undersigned proposes to provide all work necessary to install and construct the improvements for the Phase 1 Landscaping and Irrigation Improvements as shown on the Plans and Specifications.

All Proposals shall be for complete work in accordance with the Plans and Specifications.

Price

Proposer submits that it can perform the work described in the Plans and Specifications (including the cost of the requisite Payment and Performance Bond if the work exceeds \$200,000) for a Total Lump Sum Price of Three hundred seventy five thousand, four hundred seventy dollars (\$ 375,470.00) as more specifically described in the Proposal.

Proposer submits that it can perform the work related to the construction and installation of a 4" well with a 7.5 hp pump (to be awarded at the District's option) for a Price of Eighteen Thousand Dollars (\$ 18,000.00) as more specifically described in the Proposal.

The undersigned Proposer, having a thorough understanding of the work required by the Plans and Specifications, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the District Contractor Agreement with the District to fully perform all work in strict compliance with the Plans and Specifications, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the project and the furnishing of all

materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Plans and Specifications to be performed or furnished by Proposer for the lump sum prices as indicated in the Proposal.

Time

Proposer submits that it can complete the work described in this project within ninety five (95) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of sixty (60) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk.

Documents

The Proposer submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions for Proposers, Evaluation Criteria, Phase 1 Landscaping and Irrigation Installation Agreement, Plans and Specifications and all other components of the Proposal Package.

Name of Authorized Signatory of Bidder: Patrick Erwin

Title of Authorized Signatory of Bidder: President

[Signature]
Signature of Authorized Signatory of Bidder

November 9, 2017

Sworn before me on November 9, 2017

[Signature]
Notary Public, State of Florida

LUANNE MILANO
Notary Seal



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AFFIDAVIT ON PUBLIC ENTITY CRIMES
SECTION 287, FLORIDA STATUTES
Cypress Preserve Community Development District

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

Name of Proposer: Green Construction Technologies, Inc.

Name of Authorized Signatory of Proposer: Patrick Erwin

Title of Authorized Signatory of Proposer: President

1. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. 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 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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) 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.
4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or 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 for the

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provision of goods or services 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.

5. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

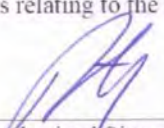
☒ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime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

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer 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 a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer 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 Department of General Services.]

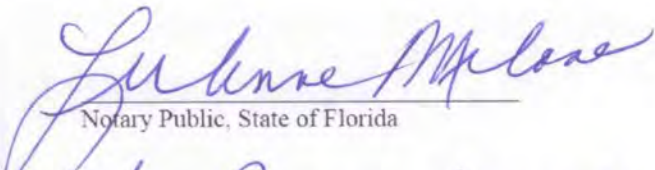
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Cypress Preserve Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.

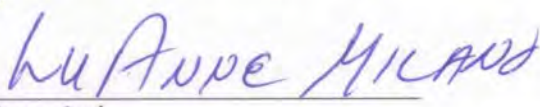

Signature of Authorized Signatory of Proposer

November 9, 2017

Sworn before me on November 9, 2017




Notary Public, State of Florida


Notary Seal

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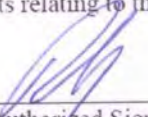
AFFIDAVIT FOR SCRUTINIZED COMPANIES
SECTION 287.135, FLORIDA STATUTES
Cypress Preserve Community Development District

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

Name of Proposer: Green Construction Technologies, Inc.
Name of Authorized Signatory of Proposer: Patrick Erwin
Title of Authorized Signatory of Proposer: President

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that: (1) I understand that a "scrutinized company" as defined in Section 287.135, Florida Statutes, would render us ineligible to bid on this project and (2) that we are not a "scrutinized company" and are eligible to bid on this project.

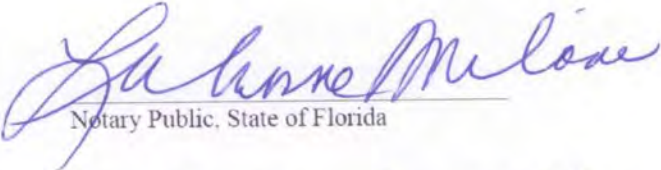
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Cypress Preserve Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.



Signature of Authorized Signatory of Proposer

November 9, 2017

Sworn before me on November 9, 2017



Notary Public, State of Florida



LUANNE MILANO

Notary Seal

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AFFIDAVIT OF NON-COLLUSION
Cypress Preserve Community Development District

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

Name of Proposer: Green Construction Technologies, Inc.

Name of Authorized Signatory of Proposer: Patrick Erwin

Title of Authorized Signatory of Proposer: President

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a proposer, potential proposer, proposal, or potential proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. Proposer, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Cypress Preserve Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.

[Signature]
Signature of Authorized Signatory of Proposer

November 9, 2017

Sworn before me on November 9, 2017

[Signature]
Notary Public, State of Florida

LUANNE MICALLO
Notary Seal



{00064794.DOCX}

SUBCONTRACTOR SUBMITTAL FORM

Cypress Preserve Community Development District

Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

Name of Proposer: Green Construction Technologies, Inc.

Name of Authorized Signatory of Proposer: Patrick Erwin

Title of Authorized Signatory of Proposer: President

We propose to use the following subcontractors for portions of the project as further described in our proposal:

only if awarded well and pump installation

Project Component	Subcontractor	License #	Contact #
Electric	Erwin Electric	EC13004367	813-370-1870
Well Drilling	Baker Well Drilling	#2267	813-988-3536

Please attach proof of insurance of the subcontractors

[Signature]
Signature of Authorized Signatory of Bidder

November 9, 2017

Sworn before me on November 9, 2017

[Signature]
Notary Public, State of Florida



LUANNE MILANO
Notary Seal

{00064790.DOCX/}

Cypress Preserve Schedule of Values Pricing

	A	B	C	D
1	Qty	Plant Material	Unit Cost	<u>Extended</u> Cost
2				
3	6	Pindo Palm	3232	19392
4	12	Scarlet torch bottle Brush	200	2400
5	10	Dahoon Holly	243	2430
6	21	Southern Red Cedar	220	4620
7	30	Crape Myrtle Dynamite	240	7200
8	16	Crape Myrtle Muskogee	230	3680
9	16	DD Blanchard Magnolia	275	4400
10	45	Dwarf Southern Magnolia	275	12375
11	26	Slash Pine 45 Gal	335	8710
12	16	Slash Pine 65Gal	378	6048
13	10	Longleaf Pine	216	2160
14	5	American Sycamore	216	1080
15	33	Live Oak	350	11550
16	11	High Rise Live Oak	1710	18810
17	15	Cabbage Palmetto	198	2970
18	10	Bald Cypress	240	2400
19	1	Winged Elm	216	216
20	13	Florida Elm	261	3393
21	20	Dwarf Bottle Brush	21	420
22	24	Thryalis	10	240
23	136	Burford Chinese Holly	9	1224
24	386	Downey Jasmine	10	3860
25	136	Dwarf Ruby Fringe flower	10	1360
26	68	Wax Myrtle	10	680
27	279	Walters Viburnum	10	2790
28	292	Flax Lily	5	1460
29	147	Pink Muhly	10	1470
30	916	Red Fountain Grass	10	9160
31	907	White Fountain Grass	10	9070
32	991	Fakahatchee Grass	8.22	8146.02
33	163	Coleus	5	815
34	365	Blue Daze	5	1825
35	181	Drift rose	25	4005.53
36	167	Minima Jasmine	5	639.27
37				
38				160998.82



NIELSON, HOOVER & COMPANY, INC.

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

November 16, 2017

RE: Green Construction Technologies, Inc.

Gentlemen:

This is to advise you that our office provides suretyship for Green Construction Technologies, Inc. Their Surety is United States Fire Insurance Company which carries an A. M. Best Rating of A (Excellent) – Class XII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of request, we should be in a position to provide Performance and Payment Bonds for Green Construction Technologies, Inc., for single projects of approximately \$1,500,000 with an aggregate program of approximately \$3,000,000.

It must be understood, however, that we reserve the right to review all contractual documents prior to final commitment to issue any bonds.

Green Construction Technologies, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in them and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Please understand that our willingness to provide surety on this or any project is predicated upon specific criteria at the time of the bond request including, but not necessarily limited to, a review of all contract documents, bond forms, financing and all other pertinent underwriting factors.

Once, again, we offer our support in the recommendation of Green Construction Technologies, Inc. If we can be of further assistance, please do not hesitate to contact me.

Sincerely,

Shawn A. Burton
Resident Agent

8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650

www.nielsonhoover.com

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000094123

Entity Name: GREEN CONSTRUCTION TECHNOLOGIES INC.

Current Principal Place of Business:

2130 NE 15TH TERRACE
WILTON MANORS, FL 33305

Current Mailing Address:

2130 NE 15TH TERRACE
WILTON MANORS, FL 33305

FEI Number: 65-0802133

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ERWIN, PATRICK J
2130 NE 15TH TERR.
WILTON MANORS, FL 33305 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name ERWIN, CHRISTINA L
Address 2130 NE 15TH TERR.
City-State-Zip: WILTON MANORS FL 33305

Title VICE-PRESIDENT, S, T
Name ERWIN, PATRICK
Address 2130 NE 15TH TERRACE
City-State-Zip: WILTON MANORS FL 33305

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTINA L. ERWIN

PRESIDENT

02/27/2017

Electronic Signature of Signing Officer/Director Detail

Date



The Florida Nursery, Growers & Landscape Association
Confers on

Patrick Erwin **C69 00247**

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: June 30, 2019
Certified Since: July 2004

Billy Butterfield, FNGLA President

Merry Mott, FNGLA Certification Director



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

ERWIN, PATRICK JOSEPH
GREEN CONSTRUCTION TECHNOLOGIES INC
2130 N.E. 15TH TERRACE
WILTON MANORS FL 33305

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1504609

ISSUED: 07/19/2016

CERTIFIED GENERAL CONTRACTOR
ERWIN, PATRICK JOSEPH
GREEN CONSTRUCTION TECHNOLOGIES IN

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date: AUG 31, 2018 L1607190001108

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1504609

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ERWIN, PATRICK JOSEPH
GREEN CONSTRUCTION TECHNOLOGIES INC
2130 N.E. 15TH TERRACE
WILTON MANORS FL 33305



ISSUED: 07/19/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607190001108



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

ERWIN, PATRICK JOSEPH
GREEN CONSTRUCTION TECHNOLOGIES INC.
2130 NE 15TH TERRACE
WILTON MANORS FL 33305

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

SCC131151496 ISSUED: 07/19/2016

CERTIFIED SPECIALTY CONTRACTOR
ERWIN, PATRICK JOSEPH
GREEN CONSTRUCTION TECHNOLOGIES IN
IRRIGATION SPECIALTY CONTRACTOR

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date AUG 31, 2018 L1607190001398

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

SCC131151496

The IRRIGATION SPECIALTY CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ERWIN, PATRICK JOSEPH
GREEN CONSTRUCTION TECHNOLOGIES INC.
2130 NE 15TH TERRACE
WILTON MANORS FL 33305



227

ISSUED: 07/19/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607190001398

OFFICIAL BID PROPOSAL FORM

Cypress Preserve Community Development District
Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

TO BE SUBMITTED TO:

Cypress Preserve Community Development District
c/o District Counsel,
Attn: Vivek K. Babbar,
vbabbar@srvlegal.com

Due by 3 p.m. EST on Friday November 17, 2017

From: Smith LandScape Services, Inc.
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Cypress Preserve Community Development District the undersigned proposes to provide all work necessary to install and construct the improvements for the Phase 1 Landscaping and Irrigation Improvements as shown on the Plans and Specifications.

All Proposals shall be for complete work in accordance with the Plans and Specifications.

Price

Proposer submits that it can perform the work described in the Plans and Specifications (including the cost of the requisite Payment and Performance Bond if the work exceeds \$200,000) for a Total Lump Sum Price of Three hundred and forty nine thousand (\$ 349,474.71) as more specifically described in the Proposal. four hundred seventy four 2/100

Proposer submits that it can perform the work related to the construction and installation of a 4" well with a 7.5 hp pump (to be awarded at the District's option) for a Price of Sixteen thousand five hundred (\$ 16,500.00) as more specifically described in the Proposal.

The undersigned Proposer, having a thorough understanding of the work required by the Plans and Specifications, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the District Contractor Agreement with the District to fully perform all work in strict compliance with the Plans and Specifications, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the project and the furnishing of all

materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Plans and Specifications to be performed or furnished by Proposer for the lump sum prices as indicated in the Proposal.

Time

Proposer submits that it can complete the work described in this project within Seventy calendar (70) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of sixty (60) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk.

Documents

The Proposer submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions for Proposers, Evaluation Criteria, Phase 1 Landscaping and Irrigation Installation Agreement, Plans and Specifications and all other components of the Proposal Package.

Name of Authorized Signatory of Bidder: FRANK K. SMITH

Title of Authorized Signatory of Bidder: President

[Signature]
Signature of Authorized Signatory of Bidder

November 17, 2017

Sworn before me on November 17, 2017

[Signature]
Notary Public, State of Florida

Notary Seal





PROPOSAL

PROJECT: Cypress Preserve
 STREET: _____
 CITY, ST., ZIP: Pasco County, FL.

DATE: November 17, 2017
 ARCHITECT: Cornerstone
 PLAN DATES: 5/4/2017
 PAGES: L101-L103, I101-I103

Landscape as per plans and specifications:

6	Pindo Palm	@	\$	3,500.00	*	\$	21,000.00
12	Scarlet Torch Bottle Brush	@	\$	210.00	*	\$	2,520.00
10	Dahoon Holly	@	\$	250.00	*	\$	2,500.00
21	Southern Red Cedar	@	\$	280.00	*	\$	5,880.00
30	"Dynamite" Crape Myrtle	@	\$	250.00	*	\$	7,500.00
16	"Muskogee" Crape Myrtle	@	\$	220.00	*	\$	3,520.00
16	D.D. Blanchard Magnolia	@	\$	280.00	*	\$	4,480.00
45	Little Gem Magnolia	@	\$	280.00	*	\$	12,600.00
26	Slash Pine 3" CAL	@	\$	315.00	*	\$	8,190.00
16	Slash Pine 4" CAL	@	\$	415.00	*	\$	6,640.00
10	Long Leaf Pine	@	\$	250.00	*	\$	2,500.00
5	American Sycamore	@	\$	280.00	*	\$	1,400.00
33	Live Oak	@	\$	280.00	*	\$	9,240.00
11	"High Rise" Live Oak	@	\$	1,450.00	*	\$	15,950.00
15	Sabal Palm	@	\$	180.00	*	\$	2,700.00
10	Bald Cypress	@	\$	220.00	*	\$	2,200.00
1	Winged Elm	@	\$	280.00	*	\$	280.00
13	Florida Elm	@	\$	280.00	*	\$	3,640.00
20	"Little John" Bottle Brush	@	\$	15.00	*	\$	300.00
24	Thryalis	@	\$	8.00	*	\$	192.00
136	Burford Chinese Holly	@	\$	11.00	*	\$	1,496.00
386	Downy Jasmine	@	\$	7.50	*	\$	2,895.00
136	Loropetalum	@	\$	8.00	*	\$	1,088.00
68	Wax Myrtle	@	\$	8.00	*	\$	544.00
279	Walters Viburnum	@	\$	8.00	*	\$	2,232.00
292	Flax Lily	@	\$	9.00	*	\$	2,628.00
147	Pink Muhly Grass	@	\$	7.50	*	\$	1,102.50
916	Red Fountain Grass	@	\$	7.50	*	\$	6,870.00
907	White Fountain Grass	@	\$	7.50	*	\$	6,802.50
991	Fakahatchee Grass	@	\$	7.50	*	\$	7,432.50
163	"Wizard Golden" Coleus	@	\$	8.50	*	\$	1,385.50
365	Blue Daze	@	\$	3.30	*	\$	1,204.50
181	Drift Rose	@	\$	20.00	*	\$	3,620.00
167	Minima Jasmine	@	\$	3.00	*	\$	501.00

Landscape TOTAL: \$ 153,033.50

**Proposal
Page #2**

Allied Products

1000	Bales of Pinestraw Mulch	@	\$	10.00	*	\$ 10,000.00	
0	Yards of Potting Soil	@	\$	50.00	*	\$ -	
Allied Products TOTAL:						\$	10,000.00

Irrigation System

1	Irrigation System	@	\$	111,600.00	*	\$ 111,600.00	
1	Pump & Well (5" Up to 300 LF)	@	\$	16,500.00	*	\$ 16,500.00	
Irrigation TOTAL:						\$	128,100.00

Sod Up To*

154900	SF Bahia Sod	@	\$	0.35	*	\$ 54,215.00	
26000	SF St. Augustine Sod	@	\$	0.45	*	\$ 11,700.00	
Sod TOTAL:						\$	65,915.00

**Does not include disturbed areas*

TOTAL: \$ 357,048.50

Performace & Payment Bond 2.5% \$ 8,926.21

GRAND TOTAL: \$ 365,974.71

NOTES:

- 1 Rough Grade BY OTHERS
- 2 Existing Landscape or Vegetation to be removed BY OTHERS
- 3 Power to Irrigation Timer BY OTHERS
- 4 Additional Sod will be billed as a Change Order per the SF price.
- 5 Backflow BY OTHERS

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practice. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the proposal. Should the ground be such that large rocks, debris, buried garbage, building materials or others obstructions cannot be dug through by hand or with an auger, the owner will be immediately notified and a cost for excavation and backfill with selected materials shall be negotiated.

Note: We reserve the right to withdraw this proposal if not accepted within (30) days.

Authorized Signature	Title	Date
-----------------------------	--------------	-------------

Acceptance of Proposal: The above specifications, prices and conditions are satisfactory and Smith Landscape Services, Inc. is authorized to perform work as specified.

Authorized Signature	Title	Date
-----------------------------	--------------	-------------

OFFICIAL BID PROPOSAL FORM

Cypress Preserve Community Development District
Phase 1 Landscaping and Irrigation Improvements
Pasco County, Florida

TO BE SUBMITTED TO:

Cypress Preserve Community Development District
c/o District Counsel,
Attn: Vivek K. Babbar,
vbabbar@srvlegal.com

Due by 3 p.m. EST on Friday November 17, 2017

From: SUNRISE LANDSCAPE, INC.
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Cypress Preserve Community Development District the undersigned proposes to provide all work necessary to install and construct the improvements for the Phase 1 Landscaping and Irrigation Improvements as shown on the Plans and Specifications.

All Proposals shall be for complete work in accordance with the Plans and Specifications.

Price

Proposer submits that it can perform the work described in the Plans and Specifications (including the cost of the requisite Payment and Performance Bond if the work exceeds \$200,000) for a Total Lump Sum Price of THREE HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND 17/100 (\$ 353,813.17) as more specifically described in the Proposal.

Proposer submits that it can perform the work related to the construction and installation of a 4" well with a 7.5 hp pump (to be awarded at the District's option) for a Price of TWENTY THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO 100 (\$ 20,350.00) as more specifically described in the Proposal.

The undersigned Proposer, having a thorough understanding of the work required by the Plans and Specifications, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the District Contractor Agreement with the District to fully perform all work in strict compliance with the Plans and Specifications, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the project and the furnishing of all

materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Plans and Specifications to be performed or furnished by Proposer for the lump sum prices as indicated in the Proposal.

Time

Proposer submits that it can complete the work described in this project within FORTY FIVE (45) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of sixty (60) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk.

Documents

The Proposer submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions for Proposers, Evaluation Criteria, Phase 1 Landscaping and Irrigation Installation Agreement, Plans and Specifications and all other components of the Proposal Package.

Name of Authorized Signatory of Bidder: DAN ERDMANN

Title of Authorized Signatory of Bidder: VICE PRESIDENT + COO

November 17, 2017

[Signature]
Signature of Authorized Signatory of Bidder

Sworn before me on November 17, 2017

[Signature]
Notary Public, State of Florida



Notary Seal



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 17, 2017

Ripa & Associates
Penny Clark
1409 Tech Blvd, Suite 1
Tampa, FL 33619
(813) 623-6777
pclark@ripatampa.com

RE: Landscape Proposal for
Cypress Preserve

Dear Penny Clark,

Thank you for the opportunity to bid on this project. Find the following Sunrise Landscape Contractors, Inc.'s proposal with the landscape materials itemized for your review. Please note that this proposal is based on plans and specifications prepared by Cornerstone dated 05/04/17.

Proposal Summary:

Landscape Materials:	\$185,606.55
Sod:	\$73,556.62
Irrigation Total:	\$94,650.00
Well Total:	\$20,350.00

GRAND TOTAL: \$374,163.17

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landscape looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

Dan Erdmann

Dan Erdmann

Attachments:
Itemized Summary
Clarifications and Exclusions

Sunrise Landscaping Contractors, Inc.
P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

Itemized Summary - Cypress Preserve**Landscape Materials**

Description	QTY	Price	Unit	Total
Trees				
Pindo Palm 18-20'H B&B	6	2,200.00	per	\$13,200.00
Scarlet Torch Bottle Brush 5-6'H 30Gal	12	220.00	per	\$2,640.00
Dahoon Holly 6'H 2"Cal 25Gal	10	210.00	per	\$2,100.00
Southern Red Cedar 6'H 2"Cal 30Gal	21	195.00	per	\$4,095.00
Dynamite Crape Myrtle 6-8'H 1"Cal 25Gal	30	195.00	per	\$5,850.00
Crape Myrtle Light Lavender 6-8'H 1"Cal 25Gal 3 Cane Min	16	195.00	per	\$3,120.00
DD Blanchard Magnolia 6-8'H 2"Cal 30Gal	16	210.00	per	\$3,360.00
Dwarf Southern Magnolia 6-8'H 2"Cal 30Gal	45	210.00	per	\$9,450.00
Slash Pine 12-14'H 3"Cal 45Gal	26	350.00	per	\$9,100.00
Slash Pine 14-16'H 4"Cal 65Gal	16	695.00	per	\$11,120.00
Longleaf Pine 6'H 2"Cal 30Gal	10	240.00	per	\$2,400.00
American Sycamore 6'H 2"Cal 30Gal	5	210.00	per	\$1,050.00
Live Oak 6'H 2"Cal 30Gal	33	235.00	per	\$7,755.00
High Rise Live Oak 18-20'H 6"Cal B&B	11	2,300.00	per	\$25,300.00
Cabbage Palmetto 10-16'CT B&B	15	250.00	per	\$3,750.00
Bald Cypress 6'H 2"Cal 30Gal	10	150.00	per	\$1,500.00
Winged Elm 6'H 2"Cal 30Gal	1	200.00	per	\$200.00
Florida Elm 6'H 2"Cal 30Gal	13	290.00	per	\$3,770.00
Shrubs				
Dwarf Bottle Brush 18"H 3Gal	20	22.00	per	\$440.00
Thryallis 3Gal	24	11.00	per	\$264.00
Burford Chinese Holly 3Gal	136	10.00	per	\$1,360.00
Downey Jasmine 3Gal	383	9.85	per	\$3,772.55
Dwarf Ruby Fringe Flower 3Gal	136	10.00	per	\$1,360.00
Wax Myrtle 3Gal	76	10.00	per	\$760.00
Walter's Viburnum 18"H 3Gal	269	11.00	per	\$2,959.00
Flax Lily 18"H 1Gal 24"oc	292	4.50	per	\$1,314.00
Pink Muhly 18"H 3Gal 24"oc	147	9.50	per	\$1,396.50
Red Fountain Grass 3Gal 30"oc	916	9.50	per	\$8,702.00
White Fountain Grass 3Gal 18"oc	907	9.50	per	\$8,616.50
Fakahatchee Grass 18"H 3Gal 24"oc	991	9.50	per	\$9,414.50
Wizard Golden Coleus 1Gal 12"oc	163	6.00	per	\$978.00
Blue Daze 1Gal 18"oc	365	5.00	per	\$1,825.00
Drift Rose 3Gal 24"oc	181	20.00	per	\$3,620.00
Minima Jasmine 1Gal 12"oc	167	3.50	per	\$584.50
Miscellaneous				
Planting Soil (for use as backfill in planting pits only)	74	36.00	cu yd	\$2,664.00
Mulch	222	48.00	cu yd	\$10,656.00
Tree Staking Kit	207	30.00	per	\$6,210.00
Palm Staking Kit	15	50.00	per	\$750.00
Freight	1	3,400.00	per	\$3,400.00
Labor	1	4,800.00	per	\$4,800.00

TOTAL \$185,606.55

- continued next page -

Itemized Summary - Cypress Preserve**Sod**

Description	QTY	Price	Unit	Total
Bahia sod	179,900	0.33	sq ft	\$59,367.00
St. Augustine 'Floritam' sod	30,847	0.46	sq ft	\$14,189.62

TOTAL **\$73,556.62****Irrigation**

Description	QTY	Price	Unit	Total
Automatic Irrigation System as per plan. System includes: automatic timer, mainline, valves, drip-line tubing and fittings, rotors, sprays, valve wiring, piping, misc. fittings, warranty. - sleeves by others. - backflow preventer by others. - electric to controller by others.	1	94,400.00	per	\$94,400.00
Permit & Admin fee	1	250.00	per	\$250.00

TOTAL **\$94,650.00****Well**

Description	QTY	Price	Unit	Total
Well 4" at 150 feet (90 feet of 4" galvanized casing included) 7.5 HP, 460 Volt, 3-Phase, Submersible Pump 63 feet of galvanized drop pipe & submersible wire pressure relief valve, check valve, well seal captive air tank with pressure switch, pressure gauge, spigot, and pre- cast tank pad	1	20,150.00	per	\$20,150.00
Cla-Val (Flomatic Cycle Stop Valve) with WX101 tank, pressure switch, gauge, fittings & labor	1	incl	per	included
Southwest Florida Water Management District permit	1	100.00	per	\$100.00
County permit	1	100.00	per	\$100.00

1. Any work or items not specifically included are excluded.
2. Additional well drilling at \$ 16.00 per foot.
3. Additional casing at \$ 15.00 per foot.
4. Additional drop pipe & submersible cable at \$ 14.00 per foot.
5. New systems include a 90-day labor warranty and a 1-year defective parts warranty.
6. Electrical to be done by others.
7. No guarantee against minerals in water.

TOTAL **\$20,350.00**



November 17, 2017

Clarifications and Exclusions Cypress Preserve

Clarifications

1. Finish grade and topsoil by others. All landscape materials to be installed in areas filled and graded to +/- 1/10th of a foot of finish grade by others, with proper drainage already established. Topsoil and roto-tilling is not included in our proposal for any areas on this project.
2. Sod totals are approximate. Field measurements will be used at close of project to determine exact amounts used and price will be adjusted accordingly.
3. Irrigation sleeves are by others.
4. Trees, sod, and plant material without automated irrigation cannot be guaranteed.
5. Clean up of site limited to debris and waste generated by this contractor.
6. All plants, trees, sod, etc. required for this job are subject to market availability.
7. If extraneous or deleterious materials or conditions detrimental to plant growth or installation of any material are encountered, an on-site review will be done, and the General Contractor, Owner's Representative, or Owner notified of recommendations and the costs involved for remedial actions.
8. Customer is solely responsible for all underground obstructions, including without limitation utility lines, limerock, and construction debris. Sunrise Landscape reserves the right to pass onto the Customer any additional actual costs it incurs if unusual or unanticipated ground conditions such as rock formations or other underground obstructions impede the installation contemplated under this Contract.
9. The Owner shall properly maintain trees and plant materials after final acceptance in order to maintain unobstructed visibility for pedestrians and vehicles.
10. These notes become part of any contract or agreement entered into unless specific exceptions are made in writing stating otherwise, adding to or deleting from scope of work.
11. Watering Restrictions: Sunrise Landscape is bound by local water restrictions which may in fact result in irreparable stress and /or demise of landscape plant material and turf. Sunrise Landscape cannot be held responsible for long or short term drought related stress, damage, or demise of landscape plant material and turf with regards to restricted irrigation regulations over which Sunrise Landscape has no direct control.

Exclusions

1. Finish grade and additional topsoil - if needed - not in proposal.
2. Tree relocation, root pruning, barricades, pavers, asphalt cutting and patching, paving, fences, concrete work, curbing, tree wells, tree aeration systems, retaining walls, berms, drains & drainage systems, and other hardscape items not specifically included are excluded.
3. Soil tests are not included. If soil tests are necessary, additional funding will be needed. Any soil amendments required will need additional funding.
4. Proposal does not include electric to irrigation timer(s) or well(s), or conduit into building for timer wires; no jack-and-bores; no cutting, patching, removal or replacement of asphalt, concrete, or sub-base.
5. Construction of berms of any type (for parking islands or otherwise), retention ponds, and swales are not in this proposal. This work, if needed, can be quoted after an on-site visit to determine exact field conditions.
6. Removal of invasive, exotic species not in contract and can be done on a "Time and Materials" basis.

Sunrise Landscaping Contractors, Inc.
P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

1 November 7, 2017 Minutes of the Regular Meeting

2
3 Minutes of the Regular Meeting

4
5 The Regular Meeting of the Board of Supervisors for the Cypress Preserve Community
6 Development District was held on **Tuesday, November 7, 2017 at 2:30 p.m.** at The Land O'
7 Lakes Branch Library, located at 2818 Collier Parkway, Land O' Lakes, FL 34639.
8
9

10 **1. CALL TO ORDER/ROLL CALL**

11
12 Debby Hukill called the Regular Meeting of the Cypress Preserve Community Development
13 District to order on **Tuesday, November 7, 2017 at approximately 2:34 p.m.**
14

15 **Board Members Present and Constituting a Quorum:**

16 Brian Howell Supervisor
17 Eric Davidson Supervisor
18 Debby Hukill Supervisor
19

20 **Staff Members Present:**

21 Brian Lamb Meritus
22 Vivek Babbar District Counsel *via Conference Call*
23 Paul Skidmore District Engineer *via Conference Call*
24

25 Penny Clark
26 Bob Appleyard
27

28 There were no members of the general public in attendance.
29
30

31 **2. PUBLIC COMMENT ON AGENDA ITEMS**

32
33 There were no public comments on agenda items.
34

35 **3. BUSINESS ITEMS**

36 **A. Consideration of District Engineer's Report**

37
38 Mr. Skidmore discussed the Engineer's Report with the Board in detail. *Entire discussion*
39 *available on audio.*

MOTION TO:	Approve the District Engineer's Report
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Davidson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion Passed Unanimously

47 **B. Consideration of Master Assessment Methodology Report—AA1**

48
49 Mr. Lamb discussed the Master Assessment Methodology Report - AA1 with the Board in
50 detail. *Entire discussion available on audio.*
51

52	MOTION TO:	Approve the Master Assessment Methodology Report—AA1
53	MADE BY:	Supervisor Howell
54	SECONDED BY:	Supervisor Davidson
55	DISCUSSION:	None further
56	RESULT:	Called to Vote: Motion PASSED
57		3/0 - Motion Passed Unanimously

58
59 **C. Consideration of Resolution 2018-01; Declaring Special Assessments**

60
61 Mr. Babbar discussed the Resolution 2018-01; Declaring Special Assessments with the Board in
62 detail. *Entire discussion available on audio.*
63

64	MOTION TO:	Approve Resolution 2018-01
65	MADE BY:	Supervisor Davidson
66	SECONDED BY:	Supervisor Howell
67	DISCUSSION:	None further
68	RESULT:	Called to Vote: Motion PASSED
69		3/0 - Motion Passed Unanimously

70
71 **D. Consideration of Resolution 2018-02; Setting Public Hearing for Declaring**
72 **Special Assessments**

73
74 Mr. Babbar discussed the Resolution 2018-02; Declaring Special Assessments with the Board in
75 detail. *Entire discussion available on audio.*
76

77	MOTION TO:	Approve Resolution 2018-02; Hearing is set for December
78		12, 2017 at 2:30 p.m.
79	MADE BY:	Supervisor Hukill
80	SECONDED BY:	Supervisor Howell
81	DISCUSSION:	None further
82	RESULT:	Called to Vote: Motion PASSED
83		3/0 - Motion Passed Unanimously

84
85 **E. Discussion of Other Matters Related to Bond Financing**
86

87 **F. Appointing a Project Coordinator to Facilitate Construction of Public**
88 **Infrastructure**

89
90 The Board discussed and it was decided that this was not needed at this time. Will discuss
91 further at a later meeting.

92 **G. General Matters of the District**

93
94 Ms. Clark discussed the fencing project. She recommended Danielle Fencing as this was the best
95 price per linear foot.
96

97	MOTION TO:	Authorize staff to acquire fencing in an amount under
98		the Statutory bid threshold for the public
99		infrastructure project subject to a funding agreement.
100	MADE BY:	Supervisor Howell
101	SECONDED BY:	Supervisor Hukill
102	DISCUSSION:	None further
103	RESULT:	Called to Vote: Motion PASSED
104		3/0 - Motion Passed Unanimously

105
106
107 **4. CONSENT AGENDA**

108 **A. Consideration of the Minutes of the Regular Meeting October 3, 2017**

109
110 The Board reviewed the minutes.
111

112	MOTION TO:	Approve the October 3, 2017 minutes.
113	MADE BY:	Supervisor Howell
114	SECONDED BY:	Supervisor Davidson
115	DISCUSSION:	None further
116	RESULT:	Called to Vote: Motion PASSED
117		3/0 - Motion Passed Unanimously

118
119
120 **5. STAFF REPORTS**

121 **A. District Counsel**

122 **i. Update on RFP for Landscaping and Irrigation Services for Phase I**

123 Mr. Babbar discussed the Update on RFP for Landscaping and Irrigation Services for Phase I
124 with the Board in detail. *Entire discussion available on audio.*
125

126 **ii. Update on RFP for Fence Installations**

127 Mr. Babbar discussed the Update on RFP Fence Installations with the Board in detail. *Entire*
128 *discussion available on audio.*
129

B. District Manager

C. District Engineer

6. SUPERVISOR COMMENTS

There were no supervisor comments.

7. PUBLIC COMMENTS

There were no public comments.

8. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Hukill
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in summary format.*

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

- ☐ **Secretary**
☐ **Assistant Secretary**

Signature

Printed Name

Title:

- ☐ **Chairman**
☐ **Vice Chairman**

Recorded by Records Administrator

Signature

Date

Official District Seal