

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT
DISTRICT**

August 20, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Cypress Bay West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 13, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Cypress Bay West Community Development District

Dear Board Members:

The Board of Supervisors of the Cypress Bay West Community Development District will hold Public Hearings and a Regular Meeting on August 20, 2025 at 11:00 p.m., at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor Chris Tyree [Seat 4] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filling
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
5. Board Member(s) Transition
 - A. Acceptance of Resignation of Supervisor
 - B. Consider Appointment to Fill Unexpired Term
 - C. Administration of Oath of Office to Appointed Supervisor
 - D. Consideration of Resolution 2025-07, Electing and Removing Officers of the District and Providing for an Effective Date
6. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

- A. Affidavit of Publication
 - B. Consideration of Resolution 2025-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
7. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2025-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
8. Consideration of Resolution 2025-10, Approving the Conveyance of Certain Property to Forestar (USA) Real Estate Group, Inc.; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Quit Claim Deed [Phase 2 Tract RW1 Surplus Property]
 - A. Phase 2 Plat Map
10. Consideration of CFL Landscape Services Inc Estimate # 1600 [Sable Palm, Palm Tree Removal, Mulch]
11. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
12. Ratification of Forestar (USA) Real Estate Group Inc. Requisition Number 2 [\$1,812,077.92]
13. Acceptance of Unaudited Financial Statements as of June 30, 2025
14. Approval of June 11, 2025 Regular Meeting Minutes

15. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Dewberry Engineers, Inc.*
- C. District Manager: *Wrathell, Hunt & Associates, LLC*
- Property Insurance on Vertical Assets
 - Form 1 Submission and Ethics Training
 - Hard Copy Agendas vs Tablets
 - NEXT MEETING DATE: September 17, 2025 at 11:00 AM

○ QUORUM CHECK

SEAT 1	ROGER VAN AUKE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	SHELLEY KAERCHER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	CRAIG HOTOP	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	CHRIS TYREE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ROBYN BRONSON	☐ IN PERSON	☐ PHONE	☐ NO

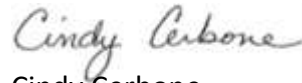
16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

3

**CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Cypress Bay West Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS
BAY WEST COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Cypress Bay West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective June 11, 2025:

Shelley Kaercher is elected Chair

Chris Tyree is elected Vice Chair

Robyn Bronson is elected Assistant Secretary

Roger Van Auker is elected Assistant Secretary

Craig Hotop is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of June 11, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Cindy Cerbone
Secretary/Assistant Secretary

Shelley Kaercher
Chair/Vice Chair, Board of Supervisors

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

5D

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cypress Bay West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective August 20, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 20, 2025:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 20th day of August, 2025.

ATTEST:

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

GRACEWATER SARASOTA
COMMUNITY DEVELOPMENT DISTRICT

6A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
c/o District Manager
Cypress Bay West CDD
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/04/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/04/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$245.09
Tax Amount: \$0.00
Payment Cost: \$245.09
Order No: 11527624
Customer No: 1126126
PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Ad#11527624 08/04/2025
CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF THE
FISCAL YEAR 2025/2026
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPERVISORS'
MEETING.

The Board of Supervisors ("Board") of the Cypress Bay West Community Development District ("District") will hold a public hearing on August 20, 2025, 11:00 a.m. at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.
District Manager

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2025-08

[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Cypress Bay West Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the

comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Cypress Bay West Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 20th day of August, 2025.

ATTEST:

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget(s)

Exhibit A: Fiscal Year 2025/2026 Budget(s)

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
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**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 120,249				\$ 230,197
Allowable discounts (4%)	(4,810)				(9,208)
Assessment levy: on-roll - net	115,439	\$ 113,138	\$ 2,301	\$ 115,439	220,989
Assessment levy: off-roll	240,821	204,215	36,606	240,821	461,012
Landowner contribution	-	-	39,108	39,108	-
Total revenues	356,260	317,353	78,015	395,368	682,001
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	1,130	13,900	15,030	25,000
Engineering	2,000	1,000	1,000	2,000	2,000
Audit	6,000	4,025	1,975	6,000	6,000
Arbitrage rebate calculation	1,000	-	1,000	1,000	1,000
Dissemination agent	2,000	500	1,500	2,000	2,000
Trustee	11,000	-	5,500	5,500	11,000
Telephone	200	100	100	200	200
Postage	500	49	451	500	500
Printing & binding	500	250	250	500	500
Legal advertising	5,000	749	1,200	1,949	5,000
Annual special district fee	175	175	-	175	175
Insurance	6,000	5,408	-	5,408	6,600
Contingencies/bank charges	500	484	1,016	1,500	1,500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	2,405	2,543	-	2,543	4,604
EMMA software service	1,000	1,000	-	1,000	1,000
Total professional & administrative	112,195	42,118	52,102	94,220	115,994

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
Field operations and maintenance					
Field operations manager	6,000	1,000	5,000	6,000	6,000
Landscaping contract labor	78,000	103,219	96,781	200,000	253,588
Insurance: property	8,200	-	1,000	1,000	6,500
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	10,000	-	10,000	10,000	10,000
Plants, shrubs & mulch	20,000	-	20,000	20,000	20,000
Annuals	24,000	-	-	-	-
Tree trimming	9,000	-	9,000	9,000	15,000
Signage	3,500	-	3,500	3,500	3,500
Lake management services	22,020	7,890	14,130	22,020	22,020
General maintenance	5,000	-	5,000	5,000	10,000
Fence/wall repair	2,000	-	2,000	2,000	2,000
Irrigation pump maintenance	7,000	-	7,000	7,000	7,000
Pond fountain electric	7,200	-	-	-	-
Pond fountain maintenance	2,000	-	-	-	-
Electric:					
Irrigation	8,000	-	8,000	8,000	8,000
Street lights	30,000	7,607	22,393	30,000	30,000
Entrance signs	2,000	-	2,000	2,000	2,000
Contingency	-	-	-	-	32,250
Total field operations	244,070	119,716	205,954	325,670	428,008
Total expenditures	356,265	161,834	258,056	419,890	544,002
Excess/(deficiency) of revenues over/(under) expenditures	(5)	155,519	(180,041)	(24,522)	137,999
Fund balance - beginning (unaudited)	-	24,522	180,041	24,522	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	137,999
Unassigned	(5)	180,041	-	-	-
Fund balance - ending	\$ (5)	\$ 180,041	\$ -	\$ -	\$ 137,999

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	6,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	11,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	5,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,600
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	4,604
EMMA software service	1,000

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	6,000
Landscaping contract labor	253,588
Insurance: property	6,500
Backflow prevention test	150
Irrigation maintenance/repair	10,000
Plants, shrubs & mulch	20,000
Tree trimming	15,000
Signage	3,500
Lake management services	22,020
General maintenance	10,000
Fence/wall repair	2,000
Irrigation pump maintenance	7,000
Electric:	
Irrigation	8,000
Street lights	30,000
Entrance signs	2,000
Contingency	32,250
Total expenditures	<u><u>\$ 544,002</u></u>

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2026
REVENUES					
Assessment levy: on-roll	\$ 547,610				\$ 545,057
Allowable discounts (4%)	(21,904)				(21,802)
Net assessment levy - on-roll	525,706	\$ 515,056	\$ 10,650	\$ 525,706	523,255
Assesment prepayments	-	17,249	17,249	34,498	-
Interest	-	9,936	-	9,936	-
Total revenues	525,706	542,241	27,899	570,140	523,255
EXPENDITURES					
Debt service					
Principal	115,000	-	115,000	115,000	120,000
Principal prepayment	-	10,000	-	10,000	-
Interest	399,525	199,886	199,639	399,525	393,713
Tax collector	10,952	10,285	667	10,952	10,901
Total expenditures	525,477	220,171	315,306	535,477	524,614
Excess/(deficiency) of revenues over/(under) expenditures	229	322,070	(287,407)	34,663	(1,359)
Fund balance:					
Beginning fund balance (unaudited)	467,479	483,391	805,461	483,391	518,054
Ending fund balance (projected)	<u>\$ 467,708</u>	<u>\$805,461</u>	<u>\$ 518,054</u>	<u>\$ 518,054</u>	<u>516,695</u>
Use of fund balance:					
Debt service reserve account balance (required)					(258,246)
Interest expense - November 1, 2026					(194,081)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 64,368</u>

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			196,856.25	196,856.25	7,390,000.00
05/01/26	120,000.00	4.625%	196,856.25	316,856.25	7,270,000.00
11/01/26			194,081.25	194,081.25	7,270,000.00
05/01/27	125,000.00	4.625%	194,081.25	319,081.25	7,145,000.00
11/01/27			191,190.63	191,190.63	7,145,000.00
05/01/28	130,000.00	4.625%	191,190.63	321,190.63	7,015,000.00
11/01/28			188,184.38	188,184.38	7,015,000.00
05/01/29	140,000.00	4.625%	188,184.38	328,184.38	6,875,000.00
11/01/29			184,946.88	184,946.88	6,875,000.00
05/01/30	145,000.00	4.625%	184,946.88	329,946.88	6,730,000.00
11/01/30			181,593.75	181,593.75	6,730,000.00
05/01/31	155,000.00	5.250%	181,593.75	336,593.75	6,575,000.00
11/01/31			177,525.00	177,525.00	6,575,000.00
05/01/32	160,000.00	5.250%	177,525.00	337,525.00	6,415,000.00
11/01/32			173,325.00	173,325.00	6,415,000.00
05/01/33	170,000.00	5.250%	173,325.00	343,325.00	6,245,000.00
11/01/33			168,862.50	168,862.50	6,245,000.00
05/01/34	180,000.00	5.250%	168,862.50	348,862.50	6,065,000.00
11/01/34			164,137.50	164,137.50	6,065,000.00
05/01/35	190,000.00	5.250%	164,137.50	354,137.50	5,875,000.00
11/01/35			159,150.00	159,150.00	5,875,000.00
05/01/36	200,000.00	5.250%	159,150.00	359,150.00	5,675,000.00
11/01/36			153,900.00	153,900.00	5,675,000.00
05/01/37	210,000.00	5.250%	153,900.00	363,900.00	5,465,000.00
11/01/37			148,387.50	148,387.50	5,465,000.00
05/01/38	220,000.00	5.250%	148,387.50	368,387.50	5,245,000.00
11/01/38			142,612.50	142,612.50	5,245,000.00
05/01/39	235,000.00	5.250%	142,612.50	377,612.50	5,010,000.00
11/01/39			136,443.75	136,443.75	5,010,000.00
05/01/40	245,000.00	5.250%	136,443.75	381,443.75	4,765,000.00
11/01/40			130,012.50	130,012.50	4,765,000.00
05/01/41	260,000.00	5.250%	130,012.50	390,012.50	4,505,000.00
11/01/41			123,187.50	123,187.50	4,505,000.00
05/01/42	275,000.00	5.250%	123,187.50	398,187.50	4,230,000.00
11/01/42			115,968.75	115,968.75	4,230,000.00
05/01/43	285,000.00	5.250%	115,968.75	400,968.75	3,945,000.00
11/01/43			108,487.50	108,487.50	3,945,000.00
05/01/44	305,000.00	5.500%	108,487.50	413,487.50	3,640,000.00
11/01/44			100,100.00	100,100.00	3,640,000.00
05/01/45	320,000.00	5.500%	100,100.00	420,100.00	3,320,000.00
11/01/45			91,300.00	91,300.00	3,320,000.00
05/01/46	340,000.00	5.500%	91,300.00	431,300.00	2,980,000.00
11/01/46			81,950.00	81,950.00	2,980,000.00
05/01/47	360,000.00	5.500%	81,950.00	441,950.00	2,620,000.00

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/47			72,050.00	72,050.00	2,620,000.00
05/01/48	380,000.00	5.500%	72,050.00	452,050.00	2,240,000.00
11/01/48			61,600.00	61,600.00	2,240,000.00
05/01/49	400,000.00	5.500%	61,600.00	461,600.00	1,840,000.00
11/01/49			50,600.00	50,600.00	1,840,000.00
05/01/50	425,000.00	5.500%	50,600.00	475,600.00	1,415,000.00
11/01/50			38,912.50	38,912.50	1,415,000.00
05/01/51	445,000.00	5.500%	38,912.50	483,912.50	970,000.00
11/01/51			26,675.00	26,675.00	970,000.00
05/01/52	470,000.00	5.500%	26,675.00	496,675.00	500,000.00
11/01/52			13,750.00	13,750.00	500,000.00
05/01/53	500,000.00	5.500%	13,750.00	513,750.00	-
Total	7,390,000.00		7,151,581.28	14,541,581.28	

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments

Series 2023

		FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Product/Parcel	Units				
SF 50'	429	\$ 536.59	\$ 1,276.48	\$ 1,813.07	\$ 1,556.78
Total	429				

Off-Roll Assessments

		FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Product/Parcel	Units				
Townhomes	124	\$ 504.39	\$ -	\$ 504.39	\$ 263.48
SF 50'	613	504.39	-	504.39	263.48
SF 60'	177	504.39	-	504.39	263.48
Total	914				

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

7A

AFFIDAVIT OF PUBLICATION

 DEFAULT
c/o District Manager
Cypress Bay West CDD
2300 Glades RD # 410W
Boca Raton FL 33431-8556

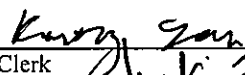
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

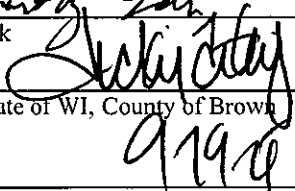
07/28/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/28/2025



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$484.85	
Tax Amount:	\$0.00	
Payment Cost:	\$484.85	
Order No:	11518429	# of Copies:
Customer No:	1126126	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

AD#11518429 7/28/2025
CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO
CONSIDER THE IMPOSITION OF
OPERATIONS AND MAINTENANCE
SPECIAL ASSESSMENTS, ADOPTION
OF AN ASSESSMENT ROLL, AND THE
LEVY, COLLECTION, AND ENFORCE-
MENT OF THE SAME; AND NOTICE
OF REGULAR BOARD OF SUPERVI-
SORS' MEETING.

Upcoming Public Hearings, and
Regular Meeting

The Board of Supervisors ("Board") for the Cypress Bay West Community Development District ("District") will hold a public hearing and a regular meeting on August 20, 2025, 11:00 a.m. at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926. Pursuant to Chapter 190, Florida Statutes, the Board previously adopted its budget ("Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). The public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	ERU Annual O&M Assessment(1)
Residential Lot 429	1.0	\$536.59
Undeveloped Land 186.78 Per Acre		\$2,625.78

(1) Annual O&M Assessment may also include an additional 7% County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

7B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Final Analyst for the Cypress Bay West Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 31, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.


By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 31st day of July, 2025, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☒ did or ☐ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC


Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

Cypress Bay West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 31, 2025

VIA FIRST CLASS MAIL

DR HORTON INC

1430 CULVER DR NE

PALM BAY, FL 32907-1132

PARCEL ID: See "Exhibit: B"

RE: Cypress Bay West Community Development District
Fiscal Year 2025/2026 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Cypress Bay West Community Development District ("**District**") will be holding a public hearing and a Board of Supervisors' ("**Board**") meeting for the purposes of levying operations and maintenance assessments ("**O&M Assessments**") to fund the District's Budget for Fiscal Year 2025/2026, on **August 20, 2025 at 11:00 a.m. at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, Ph: 561-571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,
Jamie Sanchez
District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated using equivalent assessment units. The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	ERU	Annual O&M Assessment(1)
Residential Lot	429	1.0	\$536.59
Undeveloped Land	186.78	Per Acre	\$2,625.78

(1) Annual O&M Assessment may also include an additional 7% County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$720,640** in gross revenue.

Exhibit: B

ParcelID	PropertyID	Owner1	MailAddressLine1	MailCity	MailState	MailZip5	MailZip4
30 3704-29-*-1	3029447	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-2	3029448	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-3	3029449	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-4	3029450	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-5	3029451	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-173	3029493	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-174	3029494	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-29-*-175	3029495	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-50-*-171	3030863	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-50-*-172	3030864	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-50-*-198	3030882	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-253	3032941	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-255	3032943	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-257	3032945	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-258	3032946	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-260	3032948	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-314	3032974	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-315	3032975	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-316	3032976	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-317	3032977	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-318	3032978	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-319	3032979	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-320	3032980	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-321	3032981	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-322	3032982	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-323	3032983	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-324	3032984	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-325	3032985	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-331	3032991	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-332	3032992	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-336	3032996	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-337	3032997	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-338	3032998	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-339	3032999	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-340	3033000	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-341	3033001	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-342	3033002	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-343	3033003	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-344	3033004	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-345	3033005	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-347	3033007	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-352	3033012	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-360	3033020	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-362	3033022	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-363	3033023	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-364	3033024	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-365	3033025	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-366	3033026	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-367	3033027	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132
30 3704-51-*-368	3033028	D R HORTON INC	1430 CULVER DR NE	PALM BAY	FL	32907	1132

30 3704-51-*-369	3033029 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132
30 3704-51-*-371	3033031 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132
30 3704-51-*-372	3033032 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132
30 3704-51-*-373	3033033 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132
30 3704-51-*-374	3033034 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132
30 3704-51-*-376	3033036 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132
30 3704-51-*-379	3033039 D R HORTON INC	1430 CULVER DR NE	PALM BAY FL	32907	1132

Cypress Bay West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 31, 2025

VIA FIRST CLASS MAIL

FORESTAR (USA) REAL ESTATE GROUP INC

10700 PECAN PARK BLVD, STE 150

AUSTIN, TX 78750-1416

PARCEL ID: See "Exhibit: B"

RE: Cypress Bay West Community Development District
Fiscal Year 2025/2026 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Cypress Bay West Community Development District ("**District**") will be holding a public hearing and a Board of Supervisors' ("**Board**") meeting for the purposes of levying operations and maintenance assessments ("**O&M Assessments**") to fund the District's Budget for Fiscal Year 2025/2026, on **August 20, 2025 at 11:00 a.m. at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, Ph: 561-571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,
Jamie Sanchez
District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated using equivalent assessment units. The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	ERU	Annual O&M Assessment(1)
Residential Lot	429	1.0	\$536.59
Undeveloped Land	186.78	Per Acre	\$2,625.78

(1) Annual O&M Assessment may also include an additional 7% County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$720,640** in gross revenue.

Cypress Bay West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 31, 2025

VIA FIRST CLASS MAIL

FORESTAR (USA) REAL ESTATE GROUP INC

2221 E LAMAR BLVD, STE 790

ARLINGTON, TX 76006-7458

PARCEL ID: See "Exhibit: B"

RE: Cypress Bay West Community Development District
Fiscal Year 2025/2026 Budget and O&M Assessments

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Exhibit: B

[illegible]

[illegible]

[illegible]

Cypress Bay West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 31, 2025

VIA FIRST CLASS MAIL

XXX

XXX

XXX

PARCEL ID

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Fiscal Year 2025/2026 Budget and O&M Assessments

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ParcelID	Owner1	Owner2	MailAddressLine1	MailCity	MailState	MailZip5
30 3704-29-*-21	ALDERTON, KYLE LOGAN		3637 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*-122	ANDREWS, CHARLESTON VANDERBILT		3686 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-219	AUGUSTIN, PERPETUE KHARLY		1046 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-129	BARBERA, ANTHONY PHILIP		865 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-114	BELLA OHANA ENTERPRISES LLC		203 PLANTATION CLUB DR	LAHAINA	HI	96761
30 3704-50-*-145	BONNIE A MURPHY REVOCABLE TRUST		1025 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-207	BRENDA C K MUH REVOCABLE TRUST		4975 DIXIE HWY NE, UNIT 701	PALM BAY	FL	32905
30 3704-50-*-213	BRENDA C K MUH REVOCABLE TRUST		4975 DIXIE HWY NE, UNIT 701	PALM BAY	FL	32905
30 3704-50-*-214	BRENDA C K MUH REVOCABLE TRUST		4975 DIXIE HWY NE, UNIT 701	PALM BAY	FL	32905
30 3704-50-*-181	BRODIE, CAROL DENISE	BRASH, NORMA ESTELLA	1277 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-51-*-348	BROWN, JOSEPH EDWARD	BROWN, BARBI	1378 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-50-*-193	BROWNE, ROVON	BROWNE, PATRICIA PHILIP	1206 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-8	BUCHANAN, ROBERT WAYNE	BUCHANAN, SARAH DAWN BIRD	3507 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*-18	BURGHARDT, PETER HORST	BURGHARDT, ERICKA CHRISTINE	3607 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-225	CALI, TIFFANY JOY	KELLER, MATTHEW ANTHONY	1238 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-*-132	CANTONI, GREGORY MARC	CANTONI, MADISON NICOLE	895 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-359	CARDONA, KEVIN DAVID		1377 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-29-*-126	CARTAGENA, FANNY E		3626 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*-354	CHANG, ROBERTO ANDRE	CHANG, MICHELLE AGNES	1536 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*-113	CHILDS, KAIHEIMA	CHILDS, BRIONNA	3776 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-151	CHOCHO, CECILIA		1085 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-20	CHRISTENSEN, PAIGE ELIZABETH		3627 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-194	CLAYTON D RAMSEY TRUST		1216 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-281	COLLAZO, STEPHEN PAUL	COLLAZO, MARI JOAN	1585 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*-210	COMPERE, ESTHERE		896 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-269	COOPER, MICHAEL BRYANT		1465 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*-270	COTTO, ORLANDO HERNANDEZ	HERNANDEZ, CYNTHIA LEE	1475 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*-261	COZAD, DAVID MITCHELL	COZAD, ZOILA A	1385 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*-357	CRAIG, PENNY A	CRAIG, RICHARD L	1576 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*-161	CROSBY, BRANDON MATTHEW	LABRA, ANDRES ANTONIO DANIEL	1185 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-350	CRUZ, CRISTINA MARIE		1398 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-50-*-188	DA SILVA, WAGNER FABIANO DE OLIVEIRA		1136 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-272	DANIELS, CHRISTIE MARIE		1495 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*-154	DE BEERS, CHRISTOPHER MARTIN		1115 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-216	DE FREITAS, PAULA N	DE FREITAS, JORDAN A	1006 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-137	DEJESUS, GERALD	DEJESUS, CHRISTINE MARIE	945 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-262	DELISSER, RENDEL	DELISSER, JANET HERNANDEZ	134 CHAMBERLAIN AVE	BRIDGEPORT	CT	6606
30 3704-50-*-185	DICIOCCIO, PATRICIA		1237 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-*-140	DOYLE, JOHN DAVID, JR		975 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-200	DUFRANE, SHANNON M	DUFRANE, JAMES BRIAN	3556 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-215	DUNCAN, VICTORIA CRISTINA	DUNCAN, BRANDON JOSEPH	946 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-109	EDWARDS, JOSEPH SAMUEL	EDWARDS, MARTHA LUZMILA	3747 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-133	ESPINOZA, JUAN	ESPINOZA, DONITA	905 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-208	EXATUS, MARJORY HALL	EXATUS, ERICK	876 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-162	FALLON, DAMIEN JOHN	KOSTUK, JANNENE	1195 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-111	FALLON, MARY ALENE	FALLON, DAMIEN JOHN	3767 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-227	FELICIO, RAFAEL-JOSE S	FELICIO, LILIANA G	1258 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-29-*-116	FERGUSON, CARLTON BENJAMIN	FERGUSON, JOAN ELAINE	3746 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-146	FERNET, PATRICIA LOUISE		1035 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-346	FERRAZ, DANIEL BARROS	FERRAZ, ANA CAROLINA	1358 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-50-*-130	FIGUEIREDO, HANDREY DAUER	FIGUEIREDO, SANIA REGINA	875 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-105	FILSAIME, LUGER MAURICE	GEORGES, MARIE BERNADE	3707 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-166	FLA INVEST GROUP LLC		1269 FOXRIDGE PL	MELBOURNE	FL	32940
30 3704-51-*-256	FLANAGAN, RONALD KRISTOPHER	FLANAGAN, AUBRIE NICHOLE	1335 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*-206	FLETCHER, GREGORY DANE ANDREW		856 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-211	FONTAINE, DEBRA ANN	FONTAINE, HARVEY JOSEPH	906 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-120	FRANCIS, GIANI CLAUDENE		3706 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*-349	GALVEZ, ABEL		1388 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-50-*-152	GARCIA, ARMANDO LUIS DEJESUS		1095 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-378	GARTRELL, AMANDA LYNN	PAJTIS, COLLIN MATTHEW	1436 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*-167	GOMEZ, TAHIRA E VARGAS	GOMEZ, JOAN MARINE ALVAREZ	1245 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-163	GOODMAN, STEPHEN EUGENE		1205 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-156	GOSLIN, ASHLEY NICOLE	HANCOCK, BEN CHRISTOPHER	1135 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-22	GRAHAM, MICHAEL BLUES	TULLEY, GEORGIA R M	3647 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-221	GREATHOUSE, MARTIN JAMES		1076 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-182	GRIEME, WILLIAM CHARLES	GRIEME, TONYA FAYE	1267 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-*-169	GUERRIERI, PIETRO		1265 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-199	HALL, CLYVE LAURISTON	HALL, JENNIFER ALETHIA	3546 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*-361	HATCH, GARY WADSE	HATCH, DIANA VEGA	1357 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-50-*-143	HEATH, BRYSEN, SR		1005 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-209	HEISSEN BUTTEL, MICHAEL CAREY		886 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*-179	HELLMAN, PAUL ANTHONY	HENDERSON, LINDSAY MARIE	3516 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*-205	HOBBS, ELLA BEATRICE		846 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*-265	HOLMES, MIKHAIL RHAJAE	EDWARDS, DONIELLE MONIQUE	1425 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*-282	HOLMES, MONIQUE		1595 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*-157	HONDA, CHRISTIAN JAMES	HONDA, VALERIE	1145 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-139	HUFFMAN, KENNETH LEE	HUFFMAN, ANDREA FEIG	965 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*-159	HUNTRESS FAMILY TRUST		2293 DECATUR AVE	CLOVIS	CA	93611
30 3704-29-*-202	HUS, DALLAS MANSFIELD	HUS, GIDDELIZ	3576 ABERDEEN DR SE	PALM BAY	FL	32909

30 3704-50-*~217	HYNES, KELLY MARIE MATTHEWS	BISSONNETTE, TAYLOR MARIE	1026 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~191	JAGHAI, MARIA PATRICIA		1176 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~195	JEFFERSON, ALTHEA PLAIR		1226 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~142	JENSEN, JOSHUA MICHAEL	JENSEN, STEPHANIE OLIVIA	995 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~6	JERUE, TONYA M		3487 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~218	JIMENEZ, JAIME	QUINTINO, ALEJANDRA GUTIERREZ	1036 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~266	JOAHIRE, NOEL ANTHONY	JOAHIRE, DEBBIE ANN M	1435 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*~353	JOHNSON, COLLIN ALEXANDER		1516 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*~144	JOHNSON, EDMUND GRAY		1015 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~108	JOHNSON, JOSEPH DOMINGO	SPINOLA, ASHLEIGH ROSE JANE	3737 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~128	JONES, ELIZABETH		855 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~153	JOSEPH, EXCELIANE		1105 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~119	KHAN, KAYAM MANSOOR	KHAN, NEETU DELIA	13-1870 ALTONA RD	PICKERING LIV 0E4	ON	
30 3704-29-*~24	KHAN, MOHAMMAD MOFIZUR RAHMAN	RAHMAN, FARHANA	42453 ABNEY WOOD DR	CHANTILLY	VA	20152
30 3704-50-*~192	KLEIN, KATHLEEN THERESA		1186 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~278	KLEINHANS, JEFFREY JOSEPH	RODRIGUEZ, ALEXA	1555 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~176	LA POINTE, ERIC WILLIAM	PATTERSON, APRIL M	3486 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*~201	LAWRENCE, YVONNE SONIA		3566 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~168	LAWSON, DIANA PATRICIA		1255 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~107	LERTOLA, JOSEPH ALEXANDER	LERTOLA, SHANNON ANN	3727 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~229	LESLIE, PEARLITA	LESLIE, FACEY EVANS	1278 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-*~183	LIEBERMAN, DAVID LEONARD,JV	LIEBERMAN, KERSTIN ANN	1257 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-*~165	LOMASANG, JOSELITO LLANES	LOMASANG, KAREN FEIST	1225 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~147	LYNCH, JEFFREY DONALD	LYNCH, JUDITH MARY	1045 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~178	MADISON HAMILTON LIVING TRUST		3506 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*~375	MALONE, MICHAEL STEPHEN,JR		1406 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~125	MARTINEZ, OSCAR ANDRES CASTANO	CASTANO, KARINA SIMAO	2006 GLENBROOKE RD	EDGEWATER	FL	32141
30 3704-51-*~277	MARTINEZ-SOLIS, CARLOS		1545 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~180	MATTEK, BENGAMIN WENCEL	MATTEK, MELISSA	3526 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~138	MATTHEWS, MARICHEL MAHINAY		955 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~12	MCCANN, RICHARD J	MCCANN, RUTH A	3547 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*~279	MCGINNIS, DEAN PAUL	MCGINNIS, TAMMY RENEE	1565 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*~220	MCKEEL, CASSIE VERGASON	MCKEEL, SEAN ALBERT	1056 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~203	MCLAUGHLIN, KARA JEANNE	MCLAUGHLIN, JUSTIN GRAHAM	3586 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*~106	MEADE, ROSANA BARZEY		3717 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*~11	MICHAEL L RACINE REVOCABLE TRUST		3537 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*~377	MICOURT, JUDITH	ESPERANCE, JEAN BAPTISTE	1426 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*~212	MINGUS, DONALD LEE,III	MINGUS, REBEKAH ANN	916 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~263	MOLINA, DAVID		1405 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*~355	MONTALVO, ZORAIDA		1546 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~115	MONTANER, DANIEL ANTHONY	MONTANER, NELA	3756 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*~123	MORRIAR, YANIRA MARIE		3676 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~134	N & N OF BREVARD LLC		8145 S TROPICAL TRL	MERRITT ISLAND	FL	32952
30 3704-50-*~135	N & N OF BREVARD LLC		8145 S TROPICAL TRL	MERRITT ISLAND	FL	32952
30 3704-50-*~189	NARVAEZ, RANIER GABRIEL MENDOZA	MARIN, JASMINE ANDREA	1146 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~155	NASAD, YINA PAOLA	NASAD, NIKITA	1125 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~264	NAVA, YAMILEX DEL CARMEN		1415 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~9	NELSON, EDDISON MARK,SR	NELSON, SHARON MARCIA	3517 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~164	NIEVES, JESSICA A	NIEVES, CLINT A	1215 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~16	NORRIS, BRUNHILDA A		3587 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*~13	OWENS, DAVID LEE	OWENS, MARIA ELIZA	3557 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-*~23	PENA, AMY		3657 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*~358	PEREZ, JAYSON RUIZ	RIOS, REBECCA MUNIZ	1586 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~14	PETERSON-DONE, TONJA ANN	DONE, ALAN SCOTT	3567 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*~274	PETIT, CLINTON JAMES		1515 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~117	PETIT-FRERE, SAMSON	PHARD, ISABELLE SAINT	3736 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~190	PETIT-MAITRE, SLEAMMS		44 ENDEAN DR	EAST WALPOLE	MA	2032
30 3704-50-*~148	PETRELLA, CHRISTINA A		1055 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~356	PHAN, VINCENT HOAI-VU	PHAN, ANDREA YOUNG	1566 CRISWELL LA SE	PALM BAY	FL	32909
30 3704-51-*~334	PIAZZA-PIZZOLO, LINDA JEAN		4051 HOLLINGSWORTH DR SE	PALM BAY	FL	32909
30 3704-29-*~177	PIERCE, JAMES EDWARD		3496 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~136	PINA, RICHIE BARROS		935 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~275	POOLE, PRISCILLA MARIE	LARROSA, MERCEDES MARIA	1525 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*~141	POULSTON, JAMIE EARL	CASSADY, MORGAN ALEXANDRA	985 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-*~184	RANIERI, JOSEPH FRANCIS		1247 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-51-*~254	REDDY, RAJARAJESH RAMANATHAN	REDDY, PRETHI	2917 CORTONA DR	MELBOURNE	FL	32940
30 3704-51-*~370	REISS, BRUCE LEWIS	MUNGER, MARTIN J	1326 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-*~186	ROLLE, TANYA RAMOS	ROLLE, DAREN DEWAYNE	1217 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-29-*~112	ROSSEAU, RANDY MICHAEL	ROSSEAU, TAYLOR LAUREN	3777 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~149	SALAS, TAMMIE FRITTS		1065 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~276	SANCHEZ, CEZI	SANCHEZ, VICTOR H	1535 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-*~118	SANCHEZ, EDUARDO FERNANDO		1083 W 38TH ST	HIALEAH	FL	33012
30 3704-50-*~170	SANCHEZ, NATHALYA EUGENIA LOPEZ		1275 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-*~110	SANTOS, PAULA CRISTINA SUAREZ	FILHO, JORGE DE BARROS TELES	3757 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-51-*~271	SARKISIAN, MARY		1485 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*~268	SCHAUTZ, WILLIAM JUDSON,SR	SCHAUTZ, SHARON MAY	1455 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-51-*~333	SCHWOYER, DAVID L,SR	SCHWOYER, MARGARET ANN	4061 HOLLINGSWORTH DR SE	PALM BAY	FL	32909
30 3704-29-*~7	SHAW, MONICA RACHELL		3497 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-*~127	SILVA, DONNA P	SILVA, EDWARD A	845 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-*~280	SILVA, PETERSON DE FARIAS	SILVA, FABIANA ARAUJO ALVES DE FARIAS	1575 CRISWELL LN SE	PALM BAY	FL	32909

30 3704-50-* -197	SOARES, VICTOR AUGUSTINE		1256 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-51-* -259	SWICK, DONALD R	SWICK, KIMBERLY ANN	1365 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-* -10	TAYLOR, KYMBER R	TAYLOR, JOVANNI A	3527 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-* -222	THERESIAS, JOCELYN		1086 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-* -223	THOM, ROBERT MURRAY	THOM, KATHRYN ANN	1218 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-* -160	TROIA, ANDREW	TROIA, NELIA	1175 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-* -226	TURLIP, ROBERT J	TURLIP, MELISSA R	218 SKYLINE DR	ARCHBALD	PA	18403
30 3704-51-* -267	VALDERRAMA ILLESCA, JOSE FERNANDO		1445 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-50-* -131	VALERO, JOSE LUIS VILLAMIZAR	VILLAMIZAR, DANA B	885 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-* -224	VANEGAS, RICARDO HUGO QUIROGA		1228 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-29-* -15	VELEZ, SANDRA MARIE SERRANO	DE JESUS, IVAN EDUARDO DAVILA	3577 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-* -17	WATKINS, WILLIAM ARTHUR	WATKINS, MARIE SYLVIA	3597 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-* -196	WEST, CHRISTOPHER B	WEST, JENNIFER CHRISTINE	1236 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-50-* -150	WETULA, KYLE VINCENT		16397 76TH ST N	LOXAHATCHEE	FL	33470
30 3704-51-* -273	WHEELER, JON S	WHEELER, DONNA L	1505 CRISWELL LN SE	PALM BAY	FL	32909
30 3704-29-* -204	WILCHER, STEPHANIE ELAINE	ROBIN, DOUGLAS ROBERT, II	3596 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-29-* -121	WILD, JOSEPH R	WILD, ANNE M	3696 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-* -158	WILLIAMS, MATTHEW ALEJANDRO	WILLIAMS, KYLIA KAMAKANI	1155 DUGAN CIR SE	PALM BAY	FL	32909
30 3704-29-* -19	WILLIAMS, NATHANIEL, IV	SEONG, SEUNGEUN	3617 ABERDEEN DR SE	PALM BAY	FL	32909
30 3704-50-* -228	WILLIAMS, STEFANIE MARIE	WILLIAMS, MIKEL THOR	1268 DOWNEY LN SE	PALM BAY	FL	32909
30 3704-50-* -187	WRIGHT, MARLON LEIGHTON	STRACHAN, ROBERT STANLEY	3054 E MISSIONWOOD LN	MIRAMAR	FL	33025
30 3704-51-* -351	YABONI, JAMES ALBERT	YABONI, CYNTHIA DIANN	1408 NETTLE WAY SE	PALM BAY	FL	32909
30 3704-29-* -124	YELDER, CHALANTAY GEUSELDA		3656 ABERDEEN DR SE	PALM BAY	FL	32909

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

7C

RESOLUTION 2025-09

[FY 2026 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cypress Bay West Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT:

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- i. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien

of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

- iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

- b. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of Fiscal Year 2025/2026.
 - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and

enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 20th day of August, 2025.

ATTEST:

**CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (identifying Tax Roll Property and Direct Collect Property)

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF CERTAIN PROPERTY TO FORESTAR (USA) REAL ESTATE GROUP, INC.; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cypress Bay West Community Development District ("**District**"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"), being situated in Brevard County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain public infrastructure; and

WHEREAS, the District previously adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within the boundaries of the District as described in the *Engineer's Report* dated April 6, 2022, as amended and restated from time to time ("**Improvements**"); and

WHEREAS, the District financed a portion of the Improvements from the sale of its not to exceed \$7,625,000 Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One) ("**Series 2023 Bonds**"); and

WHEREAS, pursuant to that certain *Acquisition Agreement*, dated January 27, 2023 ("**Acquisition Agreement**"), the District acquired certain property with the proceeds of the Series 2023 Bonds from Forestar (USA) Real Estate Group, Inc. ("**Developer**") as further identified in that certain *Letter Agreement for Acquisition of Cypress Bay West Phases 1, 1A & 2*, dated January 24, 2023, that certain *Bill of Sale and Limited Assignment [Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements]*, dated July 24, 2023, that certain *Special Warranty Deed*, recorded at Book 9848, Pages 1876 - 1881, of the Official Records of Brevard County, Florida, and that *Quit Claim Deed*, recorded at Book 10135, Pages 29 – 33, of the Official Records of Brevard County, Florida ("**District-Acquired Property**"); and

WHEREAS, due to changes in the plan of development for the lands within the District, Tract RW-1 of Phase 2, as identified in the District-Acquired Property ("**Surplus Property**") is no longer needed by the District as it serves no useful purpose in connection with the operation of the District's Improvements, all as further described in the District Engineer's Certificate attached hereto as **Exhibit A** ("**Engineer Certificate**"); and

WHEREAS, the proposed re-conveyance ("**Conveyance**") of both the land and roadway improvements located in Tract RW-1 of Phase 2 will result in the District owning less property than it originally accepted with the acquisition; and

WHEREAS, importantly, the District only funded a portion of the District-Acquired Property from the proceeds of the Series 2023 Bonds, and the Developer funded the balance of the costs of the District-Acquired Property, well in excess of the cost of the Surplus Property; and

WHEREAS, pursuant to the Acquisition Agreement and in reliance on the Engineer's Certificate, the District and Developer desire to (i) recognize that the District did NOT fund the Surplus Property, (ii) modify the legal description of the District-Acquired Property to remove the Surplus Property pursuant to the Quit Claim Deed and Quit Claim Bill of Sale, both attached hereto as **Exhibit B**; (iii) remove the cost of the roadway improvements located within the Surplus Property from the District Acquired Property; and (iv) return the Surplus Property to the Developer.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. APPROVAL OF CONVEYANCE AND CORRECTIVE DEED. Pursuant to the Acquisition Agreement and in reliance on the Engineer's Certificate, modifying the legal description of the District-Acquired Property to remove the Surplus Property is a reasonable adjustment necessary to accurately describe the lands intended to be conveyed to the District and the lands intended to remain in the Developer's ownership. Subject to the other terms provided herein, the Board hereby approves the Conveyance and authorizes the Chair, in consultation with District staff, to execute any conveyance documents necessary to effectuate the Conveyance, including, but not limited to, the Quit Claim Deed and Quit Claim Bill of Sale, both substantially in the form attached hereto as **Exhibit B**. Developer shall be responsible for the payment of all costs of recording, documentary stamp tax, if any, and other matters related to the closing, transfer and recordation of the Quit Claim Deed.

SECTION 2. REMOVAL OF COST OF ROADWAY IMPROVEMENTS. As a result of the Conveyance, the District will hereby remove the following description and costs from the *Letter Agreement for Acquisition of Cypress Bay West Phases 1, 1A & 2*, dated January 24, 2023, that certain *Bill of Sale and Limited Assignment [Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements]*, dated July 24, 2023 from the District's property records:

Tracts RW-1 (Public Right of Way), Cypress Bay West Phase 2, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Phase 2 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 and RW-2 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Phase 2 Roadways	\$3,776,711.00	\$2,932,785.89	\$518,060.00	\$325,865.11

****NOTE: THE ENTIRETY OF THE PHASE 2 ROADWAY IMPROVEMENTS WILL BE REMOVED FROM THE TOTAL ACQUISITION AMOUNT TO AVOID DETERMINING PROPORTIONATE AMOUNTS FOR RW-1 AND RW-2. THE DISTRICT WILL RETAIN OWNERSHIP OF THE IMPROVEMENTS AND LANDS WITHIN TRACT RW-2.***

The District will further provide the Trustee with a Corrective Requisition #2, attached hereto as **Exhibit C**, reflecting the above-described removal of the District Acquired Property.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of August, 2025.

ATTEST:

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Engineer's Certificate

Exhibit B: Quit Claim Deed & Quit Claim Bill of Sale

Exhibit C: Corrective Requisition

Exhibit A:
Engineer's Certificate

Board of Supervisors
Cypress Bay West Community Development District

Re: Cypress Bay West Community Development District (Brevard County, Florida)
Conveyance of Previously Acquired Property

Ladies and Gentlemen:

The undersigned, a representative of Dewberry Engineers Inc. ("**District Engineer**"), as District Engineer for the Cypress Bay West Community Development District ("**District**"), hereby makes the following certifications in relationship to the conveyance of that certain real property described in **Exhibit A** attached hereto ("**Surplus Property**") conveyed pursuant to the *Letter Agreement for Acquisition of Cypress Bay West Phases 1, 1A & 2*, dated January 24, 2023, that certain *Bill of Sale and Limited Assignment [Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements]*, dated July 24, 2023, that certain *Special Warranty Deed*, recorded at Book 9848, Pages 1876 - 1881, of the Official Records of Brevard County, Florida, and that *Quit Claim Deed*, recorded at Book 10135, Pages 29 - 33, of the Official Records of Brevard County, Florida, to be owned and maintained by the District as part of the Series 2023 Project. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I am familiar with the Surplus Property and the District's proposed conveyance of the same to Forestar (USA) Real Estate Group, Inc.;
2. In connection with the construction, maintenance, and operation of the Series 2023 Project, the Surplus Property does not serve any useful purpose to the District; and
3. The conveyance is a reasonable boundary adjustment necessary to accurately described lands intended to be conveyed to the District and lands intended to remain in the Developer's ownership.

DEWBERRY ENGINEERS INC.

_____, P.E.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, P.E., an authorized representative of Dewberry Engineers Inc., who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A (Engineer's Certificate):
Surplus Property

Tracts RW-1 (Public Right of Way), Cypress Bay West Phase 2, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Phase 2 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 and RW-2 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Phase 2 Roadways	\$3,776,711.00	\$2,932,785.89	\$518,060.00	\$325,865.11

****NOTE: THE ENTIRETY OF THE PHASE 2 ROADWAY IMPROVEMENTS WILL BE REMOVED FROM THE TOTAL ACQUISITION AMOUNT TO AVOID DETERMINING PROPORTIONATE AMOUNTS FOR RW-1 AND RW-2. THE DISTRICT WILL RETAIN OWNERSHIP OF THE IMPROVEMENTS AND LANDS WITHIN TRACT RW-2.***

Exhibit B:
Quit Claim Deed

This instrument was prepared by:

Jere Earlywine
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2025, by **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantor**"), and is in favor of **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, whose address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantee**").

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

QUIT-CLAIM GRANT OF TITLE

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Brevard County, Florida, and more particularly below ("**Property**"):

Tract RW-1 (St Johns Heritage Parkway), identified in the plat known as Cypress Bay West Phase 2, recorded at Plat Book 73, Page 53 - 61, of the Official Records of Brevard County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

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

QUITCLAIM BILL OF SALE [
CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

THIS QUITCLAIM BILL OF SALE is made to be effective as of the ____ day of _____, 2025, by and between **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantor**") and the **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, whose address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantee**").

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

a. Grantor, to the extent of its interests, if any, hereby remises, releases and quit-claims to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has, if any, in and to the capital improvements and work product as described below, to have and to hold for Grantee's own use and benefit forever (together, "**Property**"):

- i. **RW-1 Roadway Improvements** - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.
- ii. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing Work Product and improvements.

b. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its "as-is, where-is" condition, with all faults, if any, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the

Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

c. The Grantor hereby assigns, transfers and conveys to the Grantee any and all rights of Grantor, if any, against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification relating to the property conveyed hereby.

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

WITNESSES

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

Exhibit C:
Corrective Requisition #2

**CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR ASSESSMENT AREA ONE PROJECT**

The undersigned, an Authorized Officer of Cypress Bay West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of July 1, 2023 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of July 1, 2023 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **CORRECTIVE 2**
- (B) Name of Payee: ***Forestar (USA) Real Estate Group Inc.***
- (C) Amount Payable: ***\$1,812,077.92***
Note that the amount of this requisition is equal to the balance of the Series 2023 Acquisition and Construction Account. That said, the Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements are in the greater amount of ~~\$9,985,478.19~~ \$7,052,692.30. To the extent that additional monies are released into the Series 2023 Acquisition and Construction Account, the Trustee is directed to make payment of any remaining amounts owed by the District for the Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements up to the full amount of ~~\$9,985,478.19~~ \$7,052,692.30, and without further action by the District.
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): ***Acquisition of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements***
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: ***Series 2023 Acquisition and Construction Account***

The undersigned hereby certifies that:

- ☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and

each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2023 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

**CYPRESS BAY WEST COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2023 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

9

This instrument was prepared by:

Jere Earlywine
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2025, by **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantor**"), and is in favor of **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, whose address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantee**").

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

QUIT-CLAIM GRANT OF TITLE

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Brevard County, Florida, and more particularly below ("**Property**"):

Tract RW-1 (St Johns Heritage Parkway), identified in the plat known as Cypress Bay West Phase 2, recorded at Plat Book 73, Page 53 - 61, of the Official Records of Brevard County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

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

CYPRESS BAY WEST

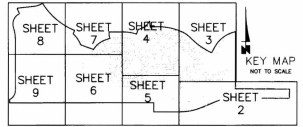
COMMUNITY DEVELOPMENT DISTRICT

9A

CYPRESS BAY WEST PHASE 2

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 33, 34, 35, 63 & 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

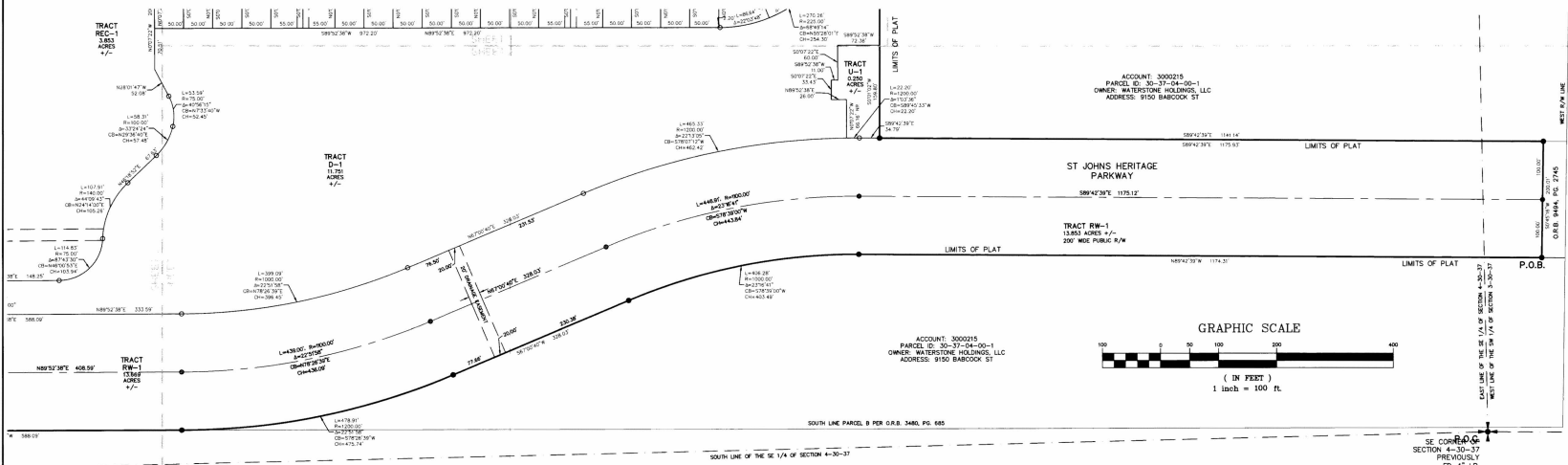
PLAT BOOK 73 PAGE 54
SHEET 2 OF 9
SECTIONS 3, 4 & 5, 30 SOUTH, RNG 37 EAST



— PLAT PREPARED BY —
HORIZON SURVEYORS OF
CENTRAL FLORIDA, INC.
5442 MARSHALL RD., UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

TRACT TABLE			
TRACT	ACRES +/-	TRACT USE	OWNERSHIP / MAINTENANCE
D-1	11.751	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-2	2.694	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-3	3.005	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-4	0.983	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-5	4.889	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-6	2.157	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-8	0.857	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-9	1.361	DRAINAGE, OPENSACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
FD-6	8.780	FUTURE DEVELOPMENT (SUB PHASE 6)	FORESTAR (USA) REAL ESTATE GROUP INC.
FD-7	19.824	FUTURE DEVELOPMENT (SUB PHASE 7)	FORESTAR (USA) REAL ESTATE GROUP INC.
FD-8	43.319	FUTURE DEVELOPMENT (SUB PHASE 8)	FORESTAR (USA) REAL ESTATE GROUP INC.
FD-9	20.594	FUTURE DEVELOPMENT (SUB PHASE 9)	FORESTAR (USA) REAL ESTATE GROUP INC.
L-1	0.092	LANDSCAPE & OPENSACE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.

TRACT TABLE			
TRACT	ACRES +/-	TRACT USE	OWNERSHIP / MAINTENANCE
L-7	0.008	LANDSCAPE & OPENSACE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-7A	0.007	LANDSCAPE & OPENSACE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-8	0.008	LANDSCAPE & OPENSACE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-8A	0.005	LANDSCAPE & OPENSACE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
REC-1	3.853	RECREATION, OPEN SPACE & LANDSCAPE	CYPRESS BAY WEST AT WATERSTONE COMMUNITY ASSOCIATION, INC.
RW-1	13.853	PUBLIC RIGHT OF WAY	CYPRESS BAY COMMUNITY DEVELOPMENT DISTRICT
RW-2	1.699	PUBLIC RIGHT OF WAY	CYPRESS BAY COMMUNITY DEVELOPMENT DISTRICT
FD-6A	3.614	FUTURE DEVELOPMENT	CYPRESS BAY COMMUNITY DEVELOPMENT DISTRICT
RW-3	4.719	PRIVATE RIGHT OF WAY	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
RW-4	4.973	PRIVATE RIGHT OF WAY	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
U-1	0.25	LIFT STATION	CITY OF PALM BAY
U-2	0.164	UTILITY, OPENSACE & LANDSCAPE	CYPRESS BAY COMMUNITY DEVELOPMENT DISTRICT



- SURVEYOR'S NOTES:
1. DENOTES MAG. NAIL & DISK STAMPED: "TOP L.R. 2007"
 2. DENOTES P.L. 5/8" IRON ROD WITH CAP STAMPED: "THIN 1/8" DISK" (SEE STAMPING NOTE)
 3. DENOTES SET 5/8" IRON ROD WITH CAP STAMPED: "THIN 1/8" DISK"
 4. DENOTES THE POINTS OF CURVATURE, POINTS OF BEGINNING AND OTHER PERTINENT POINTS REQUIRING CLARITY OF DEFINITION
 5. UNLESS DESIGNATED AS (NON-RADIAL), ALL LOT LINES IN CONSEQUENT LOTS ARE RADIAL

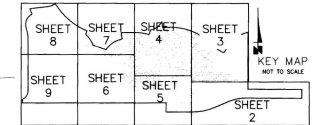
- LEGEND OF ABBREVIATIONS
- BRC = BEARING
 - C = CURVE DESIGNATION
 - CH = CHORD
 - C.M. = CONCRETE MONUMENT
 - D = DELTA (CENTRAL ANGLE)
 - E.O.M. = EASEMENT
 - F.O.A. = FLOOD
 - F.L. = FLORIDA POWER & LIGHT COMPANY
 - L.B. = LICENSED BUSINESS
 - L. = LENGTH OF ARC
 - NAD = NORTH AMERICAN DATUM
 - N.A.D. = NORTH AMERICAN VERTICAL DATUM
 - NGVD = NORTH AMERICAN VERTICAL DATUM
 - N.R. = NON RADIAL
 - N.T.C. = NON TANGENT CURVE
 - N.T. = NON TANGENT LINE
 - O.C. = OFFICIAL RECORDS BOOK
 - P.C. = POINT OF CURVATURE
 - P.C.P. = PERMANENT CONTROL POINT
 - P.E. = PERMANENT EASEMENT
 - P.G. = PAGE
 - P.I. = POINT OF INTERSECTION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.E. = POINT OF REVERSE CURVATURE
 - P.R. = PRIVATE DRAINAGE EASEMENT
 - P.R.M. = PERMANENT REFERENCE MONUMENT
 - P.U. = PUBLIC UTILITY
 - P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
 - R = RADIUS
 - R.N.G. = RANGE
 - R.W. = RIGHT OF WAY
 - S.M. = SANITARY SEWER MANHOLE
 - T.M.P. = TOWNSHIP

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.

PLAT BOOK 73 PAGE 55
SHEET 3 OF 9
SECTIONS 3, 4 & 5, 30 SOUTH, RNG 37 EAST



KEY MAP
NOT TO SCALE

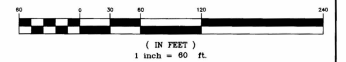
LEGEND OF ABBREVIATIONS

[illegible]

SURVEYOR'S NOTES:

1.  DENOTES MAG NAIL & DISK STAMPED: "POP LB 6360".
2.  DENOTES FD 5/8" IRON ROD WITH CAP STAMPED "PMV LB 6360" UNLESS OTHERWISE NOTED.
3.  DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "PMV LB 6360"
4.  DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN

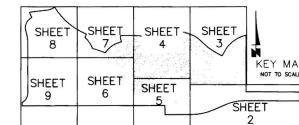
GRAPHIC SCALE



NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 33, 34, 35, 63 & 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF
THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

[illegible]

1.  DENOTES MAG NAIL & DISK STAMPED: "PCP LB 8360".
2.  DENOTES FD. 5/8" IRON ROD WITH CAP STAMPED "PCP LB 8360". UNLESS OTHERWISE NOTED.
3.  DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "PCP LB 8360".
4.  DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OF DEFINITION.
5.  UNLESS DESIGNATED AS (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

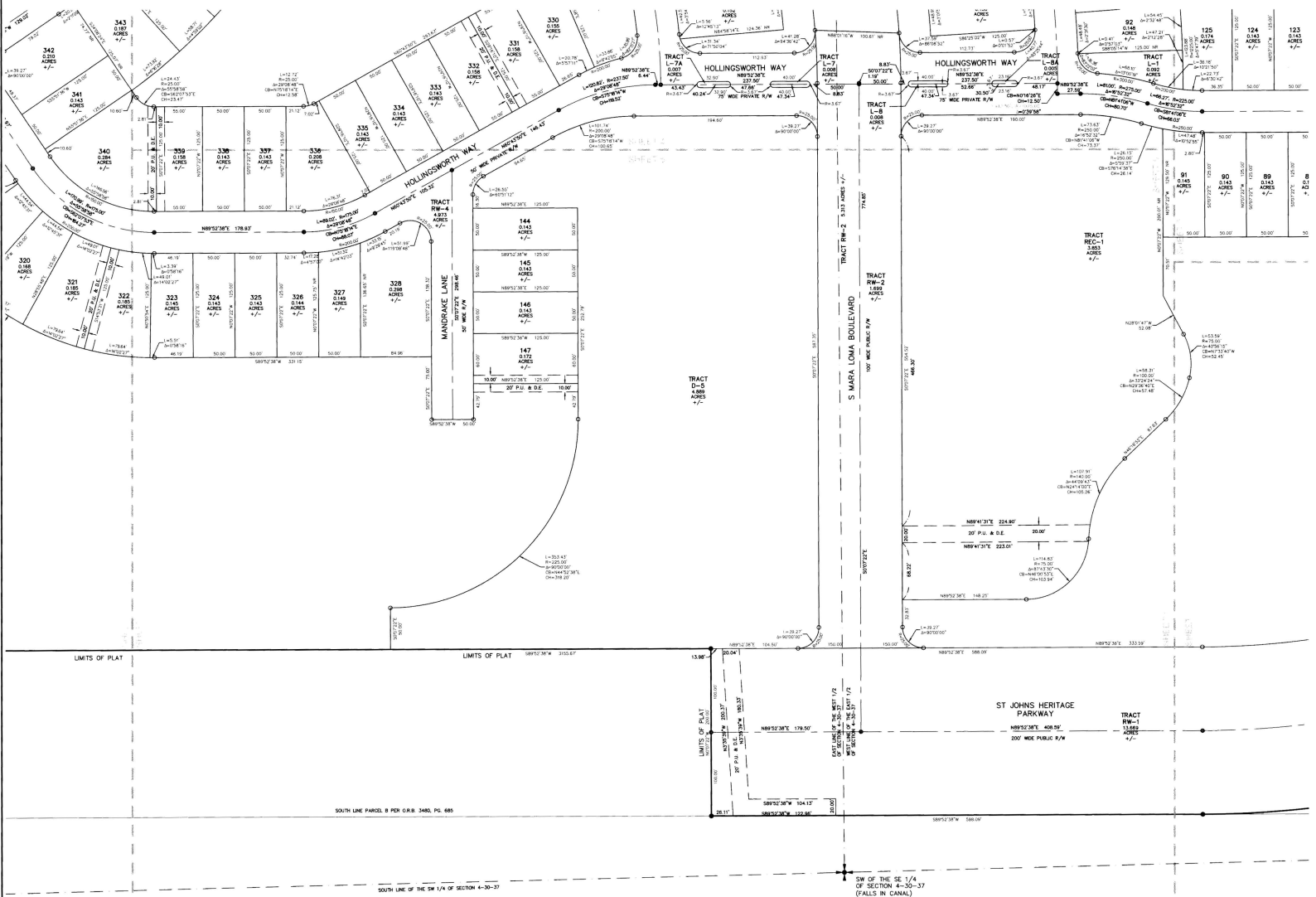
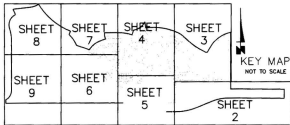
(IN FEET)
1 inch = 60 ft.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT

— PLAT PREPARED BY —
HORIZON SURVEYORS OF
CENTRAL FLORIDA, INC.
5445 MURRELL RD. UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

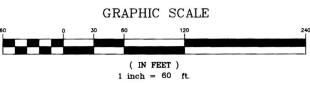
CYPRESS BAY WEST PHASE 2

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 33, 34, 35, 63 & 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF
THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



- LEGEND OF ABBREVIATIONS
- BRS = BEARING
 - C = CURVE DESIGNATION
 - C.M. = CONCRETE MONUMENT
 - CN = CORNER
 - E.O.A. = EXISTING ORIGINARY ANGLE
 - ESMT = EXISTING SURVEY MONUMENT TIE
 - FL = FOUND
 - FPL = FLORIDA POWER & LIGHT COMPANY
 - I.R. = IRON ROD
 - LB = LENGTH OF ARC
 - LIC = LICENSED SURVEYOR
 - NAD = NORTH AMERICAN DATUM
 - N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
 - N.D. = NON TANGENT CURVE
 - NR = NON RADIAL
 - NTC = NON TANGENT CURVE
 - NTS = NON TANGENT SURVEY
 - PC = POINT OF CURVATURE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PPR = PROPOSED
 - PRC = POINT OF REVERSE CURVATURE
 - PR.D.E. = PERMANENT RIGHT-OF-WAY EASEMENT
 - PRM = PERMANENT RIGHT-OF-WAY MONUMENT
 - P.T. = POINT OF TANGENCY
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
 - R = RANGE
 - RNG = RANGE
 - R/W = RIGHT-OF-WAY
 - SMH = SANITARY SINKER MANHOLE
 - TWP = TOWNSHIP

- SURVEYOR'S NOTES
1. DENOTES H.A.S. & D.S. STAMPED "TOP LB 6.00"
 2. DENOTES H.A.S. & D.S. STAMPED "TOP LB 6.00" UNLESS OTHERWISE NOTED
 3. DENOTES SET "S" 8" IRON ROD WITH CAP STAMPED "TOP LB 6.00"
 4. DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION
 5. UNLESS DESIGNATED W.P. (NON-RADIAL), ALL LOT LINES IN CURVATURE ARE RADIAL



NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

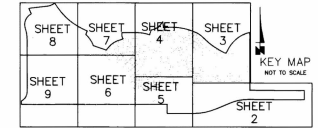
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PLAT PREPARED BY -
HORIZON SURVEYORS OF
CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 808-4171

CYPRESS BAY WEST PHASE 2

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 33, 34, 35, 63 & 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF
THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK 73 PAGE 58
SHEET 6 OF 9
SECTIONS 3, 4 & 5, 30 SOUTH, RNG 37 EAST



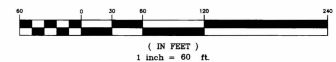
LEGEND OF ABBREVIATIONS

BMS	= BEARING
C	= CURVE DESIGNATION
CH	= CONCRETE MONUMENT
C.M.	= DELTA (CENTRAL ANGLE)
E	= E.A.
ESMT	= EASEMENT
F.D.	= FOUND
FP	= FLORIDA POWER & LIGHT COMPANY
I.R.	= IRON ROD
L	= LENGTH OF ARC
LI	= LICENSED BUSINESS
NAD	= NORTH AMERICAN DATUM
NOVD	= NORTH AMERICAN VERTICAL DATUM
N.R.	= NON RADIAL
NR	= NON TANGENT CURVE
NTC	= NON TANGENT CURVE
N.T.L.	= NON TANGENT LINE
O.R.B.	= OFFICIAL RECORDS BOOK
P.C.	= POINT OF CURVATURE
P.C.P.	= PERMANENT CONTROL POINT
P.D.	= PERMANENT IDENTIFIER
P.D.	= PAGE
P.I.	= POINT OF INTERSECTION
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PROP.	= PROPOSED
PRC	= POINT OF REVERSE CURVATURE
PR.D.E.	= PRIVATE DRAINAGE EASEMENT
PRM	= PERMANENT RESIDENCE MONUMENT
PT	= POINT OF TANGENCY
P.U.	= PUBLIC UTILITY
P.U. & D.E.	= PUBLIC UTILITY & DRAINAGE EASEMENT
R	= RADIUS
R/W	= RIGHT OF WAY
S	= SANITARY SEWER MANHOLE
TWP	= TOWNSHIP

SURVEYOR'S NOTES:

1. DENOTES MAG NAIL & DISK STAMPED "TOP 1/8\"
2. DENOTES F.D. 1/8" IRON ROD WITH CAP STAMPED "TWM 1/8\"
3. DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "TWM 1/8\"
4. DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OF DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

GRAPHIC SCALE



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F PLAT

PARCEL ID: 30-37-04-00-500
OWNER: FORESTAR (USA) REAL ESTATE GROUP INC
ADDRESS: NOT ASSIGNED

LIMITS OF PLAT

LIMITS OF PLAT

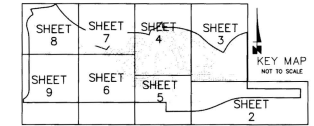
LIMITS OF PLAT

PLAT PREPARED BY -
HORIZON SURVEYORS OF
CENTRAL FLORIDA, INC.
5445 MURRELL RD. UNIT 101
ROOKLEE, FL 32955
(321) 858-4171

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PLAT BOOK 73 PAGE 59
SHEET 7 OF 9
SECTIONS 3, 4 & 5, 30 SOUTH, RNG 37 EAST



CYPRESS BAY WEST
PHASE 1
PARCEL ID: 30-37-04-00-502
OWNER: FORESTAR (USA) REAL ESTATE GROUP INC
ADDRESS: NOT ASSIGNED

TRACT FD-9
20.584 ACRES +/-

CYPRESS BAY WEST
PHASE 1
PARCEL ID: 30-37-04-00-502
OWNER: FORESTAR (USA) REAL ESTATE GROUP INC
ADDRESS: NOT ASSIGNED

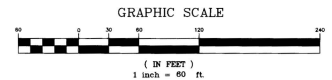
CYPRESS BAY WEST
PHASE 1
PARCEL ID: 30-37-04-00-502
OWNER: FORESTAR (USA) REAL ESTATE GROUP INC
ADDRESS: NOT ASSIGNED

TRACT FD-6A
3.616 ACRES +/-

TRACT FD-8
43.319 ACRES +/-

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- BKG = BEARING
 - C = CURVE DESIGNATION
 - CH = CHORD
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 - Δ = DELTA (CENTRAL ANGLE)
 - E.O.A. = E.O.A.
 - ESMT = EASEMENT
 - F.O.D. = FOUND
 - FPL = FLORIDA POWER & LIGHT COMPANY
 - L.A. = LENGTH OF ARC
 - L.B. = LUGGED BUSINESS
 - NAD = NORTH AMERICAN DATUM
 - N.A.D. = NORTH AMERICAN VERTICAL DATUM
 - N.O.D. = NORTH AMERICAN VERTICAL DATUM
 - N.D. = NAD
 - N.R. = NON RADIAL
 - N.T.C. = NON TANGENT CURVE
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 - R = RADIUS
 - RNG = RANGE
 - R/W = RIGHT OF WAY
 - S.M. = SANITARY SEWER MANHOLE
 - TWP = TOWNSHIP

- SURVEYOR'S NOTES
1. DENOTES AND ALL 4 SHIP DENOTES "TOP OF IRON"
 2. DENOTES 1/4" IRON ROD WITH CAP STAMPED "TMM" OR "E800" UNLESS OTHERWISE NOTED
 3. DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "TMM" OR "E800"
 4. DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERMANENT POINTS REQUIRING CLARITY OR DEFINITION
 5. UNLESS OTHERWISE NOTED, ALL LOT LINES IN CURVATURE ARE RADIAL



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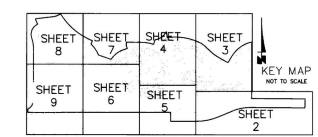
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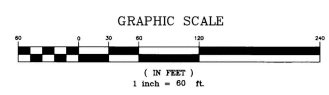
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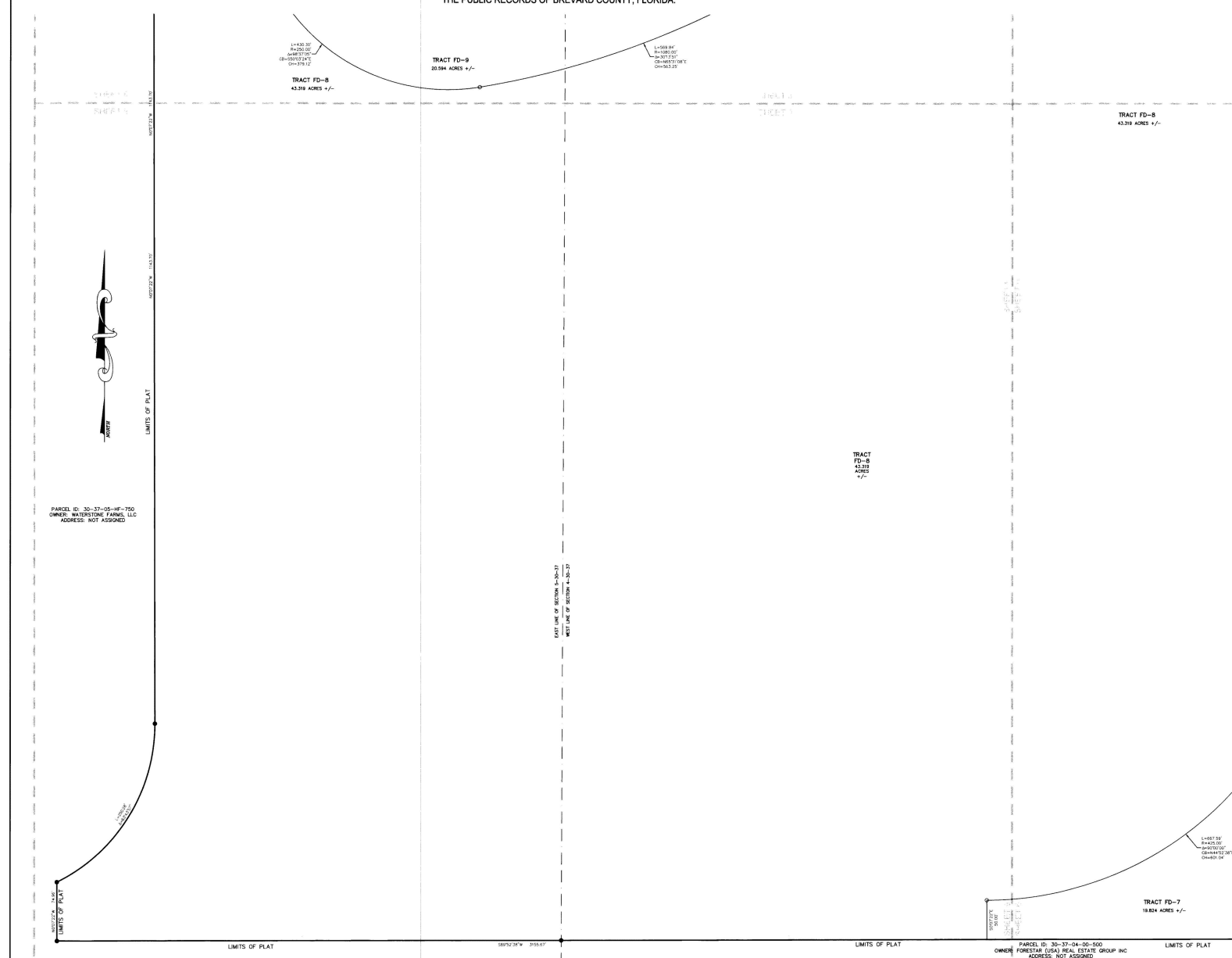
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 - IR. = IRON ROD
 - L. = LENSES OF ARC
 - LB. = LICENSED BUSINESS
 - N.A.S. = NORTH AMERICAN SATURN
 - N.A.V. = NORTH AMERICAN VERTICAL SATURN
 - N.V. = NORTH AMERICAN VERTICAL SATURN
 - N.D. = NON TANGENT
 - N.R. = NON RADIAL
 - N.T. = NON TANGENT CURVE
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 - R. = RADIUS
 - RNG. = RANGE
 - R/W. = RIGHT OF WAY
 - S.M. = SANITARY SEWER MANHOLE
 - TWP. = TOWNSHIP

- SURVEYOR'S NOTES
1. ○ DENOTES NAIL AND A DISK STAMPED "TOP LB 6300"
 2. ● DENOTES 1/2" IRON ROD WITH CAP STAMPED "TBM LB 6300" UNLESS OTHERWISE NOTED
 3. ○ DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "TBM LB 6300"
 4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERMANENT POINTS REQUIRING CLARITY OF DEFINITION
 5. UNLESS DESIGNATED W/ (NON-RADIAL), ALL LOT LINES IN CYPRESS BAY WEST ARE RADIAL.



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CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

10

CFL Landscape Services Inc

3800 Corrine Drive
Orlando, FL 32803



Estimate

ADDRESS

Cypress Bay
1064 Greenwood Blvd.
Ste 200
Lake Mary, FL 32746

ESTIMATE #
1600

DATE
07/25/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Cypress Bay West Community Development District			
sable palm	sable palm 10' - 16' ct	20	375.00	7,500.00
Misc	Palm tree removal	1	1,600.00	1,600.00
Mulch	Mulch per yd.	2	68.00	136.00
TOTAL				\$9,236.00

Accepted By

Accepted Date

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

11

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

CYPRESS BAY WEST

COMMUNITY DEVELOPMENT DISTRICT

12

**CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR ASSESSMENT AREA ONE PROJECT**

The undersigned, an Authorized Officer of Cypress Bay West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of July 1, 2023 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of July 1, 2023 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **2**

(B) Name of Payee: ***Forestar (USA) Real Estate Group Inc.***

(C) Amount Payable: ***\$1,812,077.92***

Note that the amount of this requisition is equal to the balance of the Series 2023 Acquisition and Construction Account. That said, the Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements are in the greater amount of \$9,985,478.19. To the extent that additional monies are released into the Series 2023 Acquisition and Construction Account, the Trustee is directed to make payment of any remaining amounts owed by the District for the Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements up to the full amount of \$9,985,478.19, and without further action by the District.

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): ***Acquisition of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements***

(E) Fund or Account and subaccount, if any, from which disbursement to be made: ***Series 2023 Acquisition and Construction Account***

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2023 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

**CYPRESS BAY WEST COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2023 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.


Consulting Engineer Reinardo Malave, PE
7-28-23 Dewbrry Engineers
 Inc.

7-24, 2023

Cypress Bay West Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Cypress Bay West Phases 1, 1A & 2
Stormwater and Roadway Improvements

Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated January 27, 2023 ("**Acquisition Agreement**"), by and between the Cypress Bay West Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the City for turnover of the roadways (which comprise a portion of the Improvements) to the City

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT

Name: Chris T. Tree
Title: Chair

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.

[SIGNATURE ON FOLLOWING PAGE]

Name: _____
Title: _____

July 24, 2023

Cypress Bay West Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Cypress Bay West Phases 1, 1A & 2
Stormwater and Roadway Improvements

Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated January 27, 2023 ("**Acquisition Agreement**"), by and between the Cypress Bay West Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

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- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the City for turnover of the roadways (which comprise a portion of the Improvements) to the City

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____


Name: **James D. Allen**
Title: **Executive Vice President & CFO**

EXHIBIT A

Description of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements

Phase 1 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4 and D-5 (Stormwater Drainage, Open Space & Landscape), Tracts L-2 and L-3 (Stormwater Drainage, Open Space & Landscape Signage), Tract RW-1 (Public Right of Way), Tract RW-2 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract L-4 (Open Space, Landscape, Stormwater Drainage & Signage), Tracts RW-2A and RW-2B (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1A*, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida.

Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-8, D-9 (Drainage, Openspace, Utility & Landscape), Tracts L-1, L-7, L-7A, L-8 and L-8A (Landscape, Drainage & Open Space), Tracts RW-3 and RW-4 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Phase 2 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 and RW-2 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated April 6, 2022.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Phase 1 Surface Water Management	\$1,832,654.65	\$1,832,654.65	\$0	\$0
Phase 1 - A Surface Water Management	\$248,970.50	\$248,970.50	\$0	\$0
Phase 2 Surface Water Management	\$5,631,887.95	\$4,971,067.15	\$108,480.00	\$552,340.80
Phase 2 Roadways	\$3,776,711.00	\$2,932,785.89	\$518,060.00	\$325,865.11
Totals	\$11,490,224.10	\$9,985,478.19	\$626,540.00	\$878,205.91

CORPORATE DECLARATION REGARDING COSTS PAID
[CYPRESS BAY WEST PHASES 1, 1A & 2 STORMWATER AND ROADWAY IMPROVEMENTS]

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Developer**"), does hereby certify to the Cypress Bay West Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated April 6, 2022 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 24 day of July, 2023.

FORESTAR (USA) REAL ESTATE GROUP INC.


Name: James D. Allen
Title: Executive Vice President & CFC

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24th day of July, 2023, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



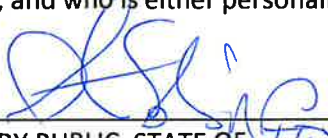

NOTARY PUBLIC, STATE OF TEXAS
Name: Alysse Gray Lewis
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements

Phase 1 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4 and D-5 (Stormwater Drainage, Open Space & Landscape), Tracts L-2 and L-3 (Stormwater Drainage, Open Space & Landscape Signage), Tract RW-1 (Public Right of Way), Tract RW-2 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract L-4 (Open Space, Landscape, Stormwater Drainage & Signage), Tracts RW-2A and RW-2B (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1A*, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida.

Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-8, D-9 (Drainage, Openspace, Utility & Landscape), Tracts L-1, L-7, L-7A, L-8 and L-8A (Landscape, Drainage & Open Space), Tracts RW-3 and RW-4 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated April 6, 2022.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Phase 1 Surface Water Management	\$1,832,654.65	\$1,832,654.65	\$0	\$0
Phase 1 - A Surface Water Management	\$248,970.50	\$248,970.50	\$0	\$0
Phase 2 Surface Water Management	\$5,631,887.95	\$4,971,067.15	\$108,480.00	\$552,340.80
Phase 2 Roadways	\$3,776,711.00	\$2,932,785.89	\$518,060.00	\$325,865.11
Totals	\$11,490,224.10	\$9,985,478.19	\$626,540.00	\$878,205.91

PROJECT ENGINEER'S CERTIFICATE
[CYPRESS BAY WEST PHASES 1, 1A & 2 STORMWATER AND ROADWAY IMPROVEMENTS]

JULY 25th, 2023

Board of Supervisors
Cypress Bay West Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Construction Engineering Group, LLC ("**Project Engineer**"), as Project Engineer for the Cypress Bay West Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned understands that the District is relying on this Certificate in agreeing to accept conveyance of the Improvements. The undersigned, an authorized representative of the Project Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
3. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

The undersigned acknowledges that this Certificate may be relied upon by Dewberry Engineers, Inc., ("District Engineer"), as District Engineer for the District in connection with certain certifications which District Engineer will be providing to the District, and the undersigned specifically consents to such reliance by District Engineer.

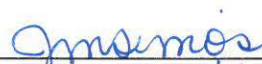
CONSTRUCTION ENGINEERING GROUP, LLC



Jake Wise, P.E.
Florida Registration No. 55405
District Engineer

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25th day of July, 2023, by Jake Wise as Principal Civil Engineer of Construction Engineering Group, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Jamie Mannon-Simos
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

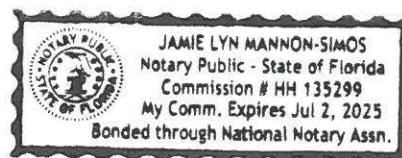


EXHIBIT A

Description of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements

Phase 1 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4 and D-5 (Stormwater Drainage, Open Space & Landscape), Tracts L-2 and L-3 (Stormwater Drainage, Open Space & Landscape Signage), Tract RW-1 (Public Right of Way), Tract RW-2 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract L-4 (Open Space, Landscape, Stormwater Drainage & Signage), Tracts RW-2A and RW-2B (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1A*, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida.

Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-8, D-9 (Drainage, Openspace, Utility & Landscape), Tracts L-1, L-7, L-7A, L-8 and L-8A (Landscape, Drainage & Open Space), Tracts RW-3 and RW-4 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Phase 2 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 and RW-2 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated April 6, 2022.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Phase 1 Surface Water Management	\$1,832,654.65	\$1,832,654.65	\$0	\$0
Phase 1 - A Surface Water Management	\$248,970.50	\$248,970.50	\$0	\$0
Phase 2 Surface Water Management	\$5,631,887.95	\$4,971,067.15	\$108,480.00	\$552,340.80
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Totals	\$11,490,224.10	\$9,985,478.19	\$626,540.00	\$878,205.91

DISTRICT ENGINEER'S CERTIFICATE
[CYPRESS BAY WEST PHASES 1, 1A & 2 STORMWATER AND ROADWAY IMPROVEMENTS]

JULY 27, 2023

Board of Supervisors
Cypress Bay West Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Dewberry Engineers Inc. ("**District Engineer**"), as District Engineer for the Cypress Bay West Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated April 6, 2022, as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. In reliance on the Project Engineer's Certificate issued by Construction Engineering Group, LLC, and to the best of my knowledge and belief and based on the information provided, the Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary to the best of my knowledge, for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable

of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

DEWBERRY ENGINEERS INC.



Reinardo Malave, P.E.
Florida Registration No. 31588
District Engineer

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

CONTRACTOR ACKNOWLEDGMENT AND RELEASE

[CYPRESS BAY WEST PHASES 1, 1A & 2 STORMWATER AND ROADWAY IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 27 day of July, 2023, by **MJC Land Development ("Contractor")**, with an address of 1128 Royal Palm Beach Boulevard, Suite 340, Royal Palm Beach, Florida 33411, in favor of the **Cypress Bay West Community Development District ("District")**, which is a local unit of special-purpose government situated in Brevard County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Independent Contractor Agreements dated April 11, 2023 ("Contract") and between Contractor and Forestar (USA) Real Estate Group Inc., ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ 1,504,745.91 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

MJC LAND DEVELOPMENT

By: Jeffrey Choquette
Its: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of July, 2023, by Jeffrey Choquette as VP of MJC Land Development, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)



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

EXHIBIT A

Description of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements

Phase 1 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4 and D-5 (Stormwater Drainage, Open Space & Landscape), Tracts L-2 and L-3 (Stormwater Drainage, Open Space & Landscape Signage), Tract RW-1 (Public Right of Way), Tract RW-2 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract L-4 (Open Space, Landscape, Stormwater Drainage & Signage), Tracts RW-2A and RW-2B (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1A*, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida.

Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-8, D-9 (Drainage, Openspace, Utility & Landscape), Tracts L-1, L-7, L-7A, L-8 and L-8A (Landscape, Drainage & Open Space), Tracts RW-3 and RW-4 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Phase 2 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 and RW-2 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Improvement	Total amount	Paid to date	Balance owed	Retainage
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Phase 2 Roadways	\$3,776,711.00	\$2,932,785.89	\$518,060.00	\$325,865.11
Totals	\$11,490,224.10	\$9,985,478.19	\$626,540.00	\$878,205.91

BILL OF SALE AND LIMITED ASSIGNMENT

[CYPRESS BAY WEST PHASES 1, 1A & 2 STORMWATER AND ROADWAY IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 24th day of July, 2023, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and **Cypress Bay West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS, AND WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all

claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: [Signature]
Name: VICTORIA WALKER

By: [Signature]
Name: James D. Allen
Title: Executive Vice President & CFO

By: [Signature]
Name: CARRIE SPENNA

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of July, 2023, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: Alysse Gray Lewis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



EXHIBIT A

Description of Cypress Bay West Phases 1, 1A & 2 Stormwater and Roadway Improvements

Phase 1 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4 and D-5 (Stormwater Drainage, Open Space & Landscape), Tracts L-2 and L-3 (Stormwater Drainage, Open Space & Landscape Signage), Tract RW-1 (Public Right of Way), Tract RW-2 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract L-4 (Open Space, Landscape, Stormwater Drainage & Signage), Tracts RW-2A and RW-2B (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West - Phase 1A*, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida.

Phase 2 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-8, D-9 (Drainage, Openspace, Utility & Landscape), Tracts L-1, L-7, L-7A, L-8 and L-8A (Landscape, Drainage & Open Space), Tracts RW-3 and RW-4 (Private Right of Way), the “Drainage Easements,” and the “Public Drainage Easements”, as identified on the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Phase 2 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts RW-1 and RW-2 (Public Right of Way), as identified in the plat known as *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated April 6, 2022.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Phase 1 Surface Water Management	\$1,832,654.65	\$1,832,654.65	\$0	\$0
Phase 1 - A Surface Water Management	\$248,970.50	\$248,970.50	\$0	\$0
Phase 2 Surface Water Management	\$5,631,887.95	\$4,971,067.15	\$108,480.00	\$552,340.80
Phase 2 Roadways	\$3,776,711.00	\$2,932,785.89	\$518,060.00	\$325,865.11
Totals	\$11,490,224.10	\$9,985,478.19	\$626,540.00	\$878,205.91

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 24th day of July 2023, by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, and more particularly below ("Property"):

Tracts D-1, D-2, D-3, D-4 and D-5 (Stormwater Drainage, Open Space & Landscape), as identified on the plat known as *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida.

Tracts D-1, D-2, D-3, D-4, D-5, D-6, D-8 and D-9 (Drainage, Openspace, Utility & Landscape) and Tracts RW-1 (Public Right of Way), and Tract U-2 (Utility, Openspace & Landscape), *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

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

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: [Signature]
Name: VICTORIA WALKER

By: [Signature]
Name: James D. Allen
Title: Executive Vice President & CFO

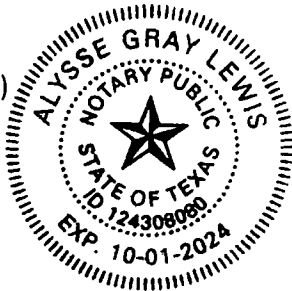
By: [Signature]
Name: CARRIE SENAPPA

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by James D. Allen as EXEC. V.P. of Forestar (USA) Real Estate Group Inc. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)



Name: Alysse Gray Lewis
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

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

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Bill of Sale that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Bill of Sale. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Bill of Sale shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS**". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Bill of Sale. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Bill of Sale. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term "*Grantor Party*" or "*Grantor Parties*" means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc.,, and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.,

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS BILL OF SALE, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS BILL OF SALE.

(h) Sovereign Immunity. Regardless of anything in the Bill of Sale, or herein, to the contrary, nothing in the Bill of Sale, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[CYPRESS BAY WEST - PHASE 1]**

THIS EASEMENT AGREEMENT is made and entered into this 24 day of July, 2023, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Cypress Bay West Phase I Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**"); and

Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as **Cypress Bay West - Phase 1**, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements” and “Public Drainage Easements,” Tracts L-2 and L-3 (Stormwater Drainage, Open Space & Landscape Signage), and Tract RW-2 (Private Right of Way), as identified on the plat entitled, *Cypress Bay West - Phase 1*, as recorded at Plat Book 71, Pages 69 - 74, of the Official Records of Brevard County, Florida; and

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

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

6. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant

to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

8. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

9. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

10. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

12. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

13. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

15. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: *Victoria Walker*
 Name: VICTORIA WALKER

By: *James D. Allen*
 Name: James D. Allen
 Title: Executive Vice President & CFO

By: *Carmen Stewart*
 Name: CARMEN STEWART

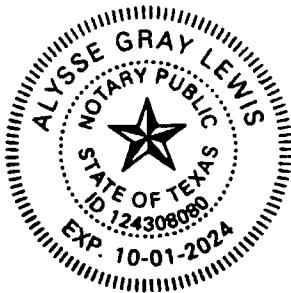
STATE OF TEXAS
 COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by James D. Allen as Exec. V.P. of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Alyse Gray Lewis
 NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: Alyse Gray Lewis
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)



[Signatures continue on following page]

WITNESSES

CYPRESS BAY WEST PHASE I HOMEOWNERS'
ASSOCIATION, INC.

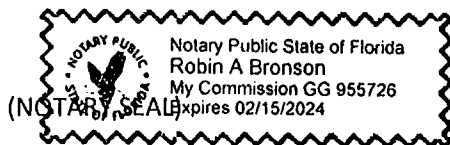
By: [Signature]
Name: Roger Van der Kerk

By: [Signature]
Name: William Fife
Title: President

By: [Signature]
Name: R. Bronson

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of July, 2023, by William Fife as President of Cypress Bay West Phase I Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: R. Bronson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

WITNESSES

CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT

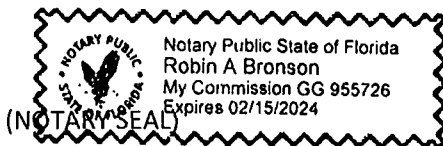
By: [Signature]
Name: Roger Van Aken

By: [Signature]
Name: Chris Tyree
Title: Chair

By: [Signature]
Name: Robin Bronson

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by Chris Tyree as Chair of the Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: R. Bronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

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

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[CYPRESS BAY WEST - PHASE 1A]**

THIS EASEMENT AGREEMENT is made and entered into this 24 day of July, 2023, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Cypress Bay West at Waterstone Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**"); and

Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as **Cypress Bay West - Phase 1A**, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements” and “Public Drainage Easements,” Tract L-4 (Open Space, Landscape, Stormwater Drainage & Signage), and Tracts RW-2A and RW-2B (Private Right of Way), as identified on the plat entitled, *Cypress Bay West - Phase 1A*, as recorded at Plat Book 73, Pages 1 - 4, of the Official Records of Brevard County, Florida; and

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

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

6. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant

to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

8. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

9. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

10. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

12. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

13. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

15. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: *Victoria Walker*
Name: VICTORIA WALKER

By: *James D. Allen*
Name: JAMES D. ALLEN
Title: Executive Vice President & CFO

By: *Carrie Stewart*
Name: CARRIE STEWART

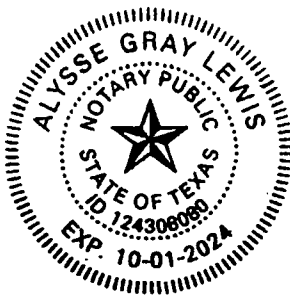
STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by James D. Allen as Exec. V.P. of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Alysse Gray Lewis
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: Alysse Gray Lewis
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



[Signatures continue on following page]

WITNESSES

CYPRESS BAY WEST AT WATERSTONE
HOMEOWNERS ASSOCIATION, INC

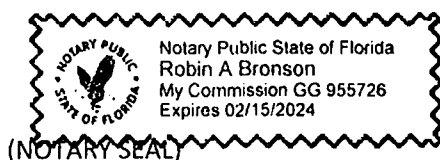
By: [Signature]
 Name: Roger Van Aken

By: [Signature]
 Name: William Fife
 Title: President

By: [Signature]
 Name: R Bronson

STATE OF Florida
 COUNTY OF Deminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by William Fife as President of Cypress Bay West at Waterstone Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
 NOTARY PUBLIC, STATE OF Florida
 Name: R Bronson
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)

WITNESSES

CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT

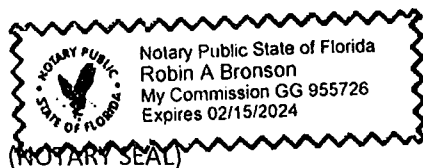
By: [Signature]
Name: Roger Van der Kerk

By: [Signature]
Name: Chris Tyree
Title: Chair

By: [Signature]
Name: R. Bronson

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by Chris Tyree as Chair of the Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: R. Bronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

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

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[CYPRESS BAY WEST PHASE 2]**

THIS EASEMENT AGREEMENT is made and entered into this 24 day of July, 2023, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Cypress Bay West Phase 2 Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**"); and

Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as **Cypress Bay West Phase 2, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida**, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals**. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement**. Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements” and “Public Drainage Easements,” Tracts L-1, L-7, L-7A, L-8 and L-8A (Landscape, Drainage & Open Space), and Tracts RW-2, RW-3 and RW-4 (Private Right of Way), as identified on the plat entitled, *Cypress Bay West Phase 2*, as recorded at Plat Book 73, Pages 53 - 61, of the Official Records of Brevard County, Florida; and

3. **Inconsistent Use**. Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights**. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

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

6. **Enforcement of Agreement**. In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. **Notices**. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant

to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

8. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

9. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

10. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

12. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

13. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

15. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker
Name: VICTORIA WALKER

By: James D. Allen
Name: James D. Allen
Title: Executive Vice President & CFO

By: Carrie Stewart
Name: CARRIE STEWART

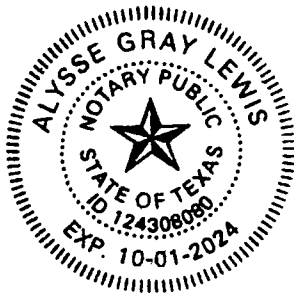
STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 24th day of July, 2023, by James D. Allen as EXEC. V.P. of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Alyse Gray Lewis
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: Alyse Gray Lewis
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[Signatures continue on following page]

WITNESSES

CYPRESS BAY WEST PHASE 2 HOMEOWNERS'
ASSOCIATION, INC.

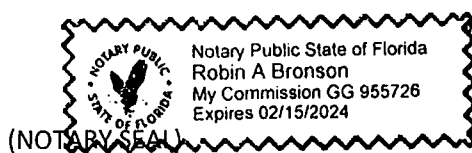
By: Roger Van Dyke
 Name: R. Van Dyke

By: William Fife
 Name: William Fife
 Title: President

By: R. Bronson
 Name: R. Bronson

STATE OF Florida
 COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 04th day of JULY, 2023, by William Fife as President of Cypress Bay West Phase 2 Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



R. Bronson
 NOTARY PUBLIC, STATE OF Florida
R. Bronson
 Name: R. Bronson
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

CYPRESS BAY WEST COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

By: _____

Name: _____

Title: _____

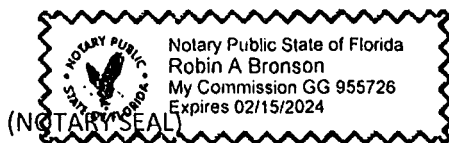
By: _____

Name: _____

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2023, by Chris Tyree as Chair of the Cypress Bay West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Robin A. Bronson
NOTARY PUBLIC, STATE OF Florida
Name: Robin A. Bronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

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

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 116,074	\$ -	\$ -	\$ 116,074
Investments				
Revenue	-	246,227	-	246,227
Reserve	-	259,947	-	259,947
Prepayment	-	21,268	-	21,268
Capital interest	-	24	-	24
Construction	-	-	2,422	2,422
Undeposited funds	17,472	-	-	17,472
Due from general fund	-	5,123	-	5,123
Due from Landowner	61,434	-	-	61,434
Deposit	2,114	-	-	2,114
Total assets	<u>\$ 197,094</u>	<u>\$ 532,589</u>	<u>\$ 2,422</u>	<u>\$ 732,105</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to debt service fund	\$ 5,123	\$ -	\$ -	\$ 5,123
Due to Landowner	-	5,300	-	5,300
Landowner advance	10,000	-	-	10,000
Total liabilities	<u>15,123</u>	<u>5,300</u>	<u>-</u>	<u>20,423</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	63,047	-	-	63,047
Total deferred inflows of resources	<u>63,047</u>	<u>-</u>	<u>-</u>	<u>63,047</u>
Fund balances:				
Restricted for:				
Debt service	-	527,289	-	527,289
Capital projects	-	-	2,422	2,422
Unassigned	118,924	-	-	118,924
Total fund balances	<u>118,924</u>	<u>527,289</u>	<u>2,422</u>	<u>648,635</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 197,094</u>	<u>\$ 532,589</u>	<u>\$ 2,422</u>	<u>\$ 732,105</u>

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,155	\$ 115,827	\$ 115,439	100%
Assessment levy: off-roll	-	204,215	240,821	85%
Total revenues	<u>1,155</u>	<u>320,042</u>	<u>356,260</u>	90%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	870	3,002	25,000	12%
Engineering	-	1,000	2,000	50%
Audit*	-	4,025	6,000	67%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	83	750	2,000	38%
Trustee	-	-	11,000	0%
Telephone	17	150	200	75%
Postage	-	73	500	15%
Printing & binding	42	375	500	75%
Legal advertising	-	749	5,000	15%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	6,000	90%
Contingencies/bank charges	80	776	500	155%
Website hosting & maintenance	-	705	705	100%
EMMA software service	-	1,000	1,000	100%
Tax collector	23	2,313	2,405	96%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,115</u>	<u>56,501</u>	<u>112,195</u>	50%

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
Field operations				
Field operations manager	-	5,000	6,000	83%
Landscape contract labor	1,322	137,489	78,000	176%
Insurance: property	-	-	8,200	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance/repair	-	-	10,000	0%
Plants, shrubs & mulch	-	-	20,000	0%
Annuals	-	-	24,000	0%
Tree trimming	-	-	9,000	0%
Signage	-	-	3,500	0%
General maintenance	-	-	5,000	0%
Fence/wall repair	-	-	2,000	0%
Lake management services	1,315	11,835	22,020	54%
Irrigation pump maintenance	116	647	7,000	9%
Pond fountain electric	-	-	7,200	0%
Pond fountain maintenance	-	-	2,000	0%
Electric:				
Irrigation	616	2,903	8,000	36%
Streetlights	1,510	10,699	30,000	36%
Entrance signs	71	283	2,000	14%
Total field operations	<u>4,950</u>	<u>168,856</u>	<u>244,070</u>	69%
Other fees & charges				
Property appraiser	-	284	-	N/A
Total other fees & charges	-	284	-	N/A
Total expenditures	<u>10,065</u>	<u>225,641</u>	<u>356,265</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	(8,910)	94,401	(5)	
Fund balances - beginning	127,834	24,523	-	
Fund balances - ending	<u>\$ 118,924</u>	<u>\$ 118,924</u>	<u>\$ (5)</u>	

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 5,259	\$ 527,301	\$ 525,706	100%
Assessment prepayments	-	34,499	-	N/A
Interest	1,726	17,030	-	N/A
Total revenues	<u>6,985</u>	<u>578,830</u>	<u>525,706</u>	110%
EXPENDITURES				
Debt service				
Principal	-	115,000	115,000	100%
Principal prepayment	-	10,000	-	N/A
Interest	-	399,402	399,525	100%
Total debt service	<u>-</u>	<u>524,402</u>	<u>514,525</u>	102%
Other fees & charges				
Tax collector	105	10,530	10,952	96%
Total other fees and charges	<u>105</u>	<u>10,530</u>	<u>10,952</u>	96%
Total expenditures	<u>105</u>	<u>534,932</u>	<u>525,477</u>	102%
Excess/(deficiency) of revenues over/(under) expenditures	6,880	43,898	229	
Fund balances - beginning	520,409	483,391	467,479	
Fund balances - ending	<u>\$ 527,289</u>	<u>\$ 527,289</u>	<u>\$ 467,708</u>	

**CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 8	\$ 353
Total revenues	<u>8</u>	<u>353</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	8	353
Fund balances - beginning	2,414	2,069
Fund balances - ending	<u>\$ 2,422</u>	<u>\$ 2,422</u>

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Cypress Bay West Community Development District held a Regular Meeting on June 11, 2025 at 12:30 p.m., at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926.

Present:

Shelley Kaercher	Vice Chair
Roger Van Auker	Assistant Secretary
Craig Hotop	Assistant Secretary
Robyn Bronson	Assistant Secretary

Also present:

Jamie Sanchez (via telephone)	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates (WHA)
Chris Conti	Wrathell, Hunt and Associates (WHA)
Jere Earlywine (via telephone)	District Counsel
Chris Allen (via telephone)	District Engineer
Tiffany Rosario	Forestar
Dave _____	Forestar
Emily Wainwright (via telephone)	Access Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 12:34 p.m.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisors [Shelly Kaercher – Seat 2, Chris Tyree – Seat 4, Robyn Bronson – Seat 5] (the following to be provided under separate cover)

Mr. Conti, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Shelly Kaercher and Robyn Bronson.

▪ **Roll Call**

This item, previously part of the First Order of Business, occurred out of order.

Supervisors Kaercher, Bronson, Hotop and Van Auker were present. Supervisor-elect Chris Tyree was not present.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

Ms. Cerbone reminded Board Members to file Form 1 electronically by July 1, 2025 and to complete the required four hours of ethics training by December 31, 2025.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-01 and results of the Landowners' Election.

Seat 2	Shelley Kaercher	200 Votes	4-Year Term
Seat 4	Chris Tyree	200 Votes	4-Year Term
Seat 5	Robyn Bronson	100 Votes	2-Year Term

On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-02. Ms. Kaercher nominated the following:

Shelley Kaercher	Chair
Chris Tyree	Vice Chair

80 Robyn Bronson Assistant Secretary
81 Roger Van Auker Assistant Secretary
82 Craig Hotop Assistant Secretary

83 No other nominations were made.

84 The following prior appointments by the Board remain unaffected by this Resolution:

85 Craig Wrathell Secretary
86 Cindy Cerbone Assistant Secretary
87 Jamie Sanchez Assistant Secretary
88 Craig Wrathell Treasurer
89 Jeff Pinder Assistant Treasurer

90

91 **On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor,**
92 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**
93 **District and Providing for an Effective Date, was adopted.**

94

95

96 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-03,
Approving the Proposed Budget for Fiscal
Year 2025/2026 and Setting a Public
Hearing Thereon Pursuant to Florida Law;
Addressing Transmittal, Posting and
Publication Requirements; Addressing
Severability; and Providing an Effective
Date**

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105 Ms. Sanchez reviewed the proposed Fiscal Year 2026 budget, highlighting increases,
106 decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the
107 reasons for any changes. She, Ms. Kaercher and Ms. Wainwright worked on the proposed Fiscal
108 Year 2026 Field Operations budget.

109 Ms. Kaercher asked if the monetary threshold for landscape and irrigation maintenance
110 services that would require the formal bid process was met. Ms. Sanchez replied affirmatively.

111 Ms. Cerbone stated the Fiscal Year 2025 Total Actual & Projected deficit in the proposed
112 budget, is due to field operations expenses for unexpected improvements conveyed to the CDD
113 during the year, and is the reason for presenting the Fiscal Year 2025 and 2026 Funding
114 Agreements. The deficit will be less, once the HOA reimburses the CDD for approximately
115 \$17,000 it owes the CDD for paying a Yellowstone Landscape invoice belonging to the HOA.

Ms. Kaercher stated landscape maintenance is the reason for the overage, which was originally planned to be the HOA's responsibility.

Ms. Cerbone asked what the maximum assessment amount on the Mailed Notice to property owners should be. The consensus was 5% higher than the proposed \$511.04 amount.

On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor, Resolution 2025-03, Approving the Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 20, 2025 at 11:00 a.m., at Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for the Fiscal Year 2025/2026 and Providing for an Effective Date

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for the Fiscal Year 2025/2026 and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

Ms. Cerbone discussed the benefits of the Agreement and noted that the CDD would more likely be the recipient of aid than a provider of aid. This Agreement was previously approved and is being presented due to some updates to the Agreement.

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Funding Agreements

Mr. Earlywine stated that Wayne Crosby reviewed the basic Agreements, which will be forwarded to Developer's Counsel for review:

A. Budget Funding

I. Fiscal Year 2025

Ms. Cerbone stated this Agreement was placed on the agenda in error.

II. Fiscal Year 2026

B. Fiscal Year 2025 Deficit Funding

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, The Forestar (USA) Real Estate Group, Inc. Fiscal Year 2026 Budget Funding Agreement and Fiscal Year 2025 Deficit Fundings Agreement, were approved.

TENTH ORDER OF BUSINESS

**Authorization for Request for Proposals for
Landscape and Irrigation Maintenance
Services; Approval of Evaluation Criteria**

Ms. Cerbone presented the RFP for Landscaping Maintenance and Irrigation Services and the Evaluation Criteria and points allotted for each category.

On MOTION by Mr. Van Auker and seconded by Ms. Kaercher, with all in favor, the Request for Proposals for Landscape and Irrigation Maintenance Services and the Evaluation Criteria, were approved.

ELEVENTH ORDER OF BUSINESS

**Consideration of Replacement of Round
About Sign**

On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor, Sunrise Coast Renovation LL Estimate #225, to replace the Roundabout sign near the exit of Cypress Bay West Phase 1, in a not-to-exceed amount of \$275, was approved.

TWELFTH ORDER OF BUSINESS

**Presentation of Audited Annual Financial
Report for the Fiscal Year Ended
September 30, 2023, Prepared by Berger,
Toombs, Elam, Gaines & Frank**

Ms. Cerbone noted the pertinent information in the Audited Annual Financial Report for the Fiscal Year Ending September 30, 2023. It was a clean audit; there were no findings, recommendations, deficiencies on internal control or instances of noncompliance.

- 199 A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Annual Financial
200 Report for Fiscal Year Ended September 30, 2023

201 On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor,
202 Resolution 2025-06, Hereby Accepting the Audited Annual Financial Report for
203 Fiscal Year Ended September 30, 2023, was adopted.

204
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206 **THIRTEENTH ORDER OF BUSINESS**

Ratification Items

- 207
208 A. Dewberry Engineers, Inc. Work Authorization Number 2025-01
209 B. Yellowstone Landscape Inc. Work Authorization Number Three [Landscape Agreement
210 2 Additional Ponds]

211 Ms. Sanchez stated she will insert the date into the document.
212

213 On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor,
214 Dewberry Engineers, Inc. Work Authorization Number 2025-01 and
215 Yellowstone Landscape Inc. Work Authorization Number Three, were ratified.

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218 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of April 30, 2025**

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221 On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor,
222 the Unaudited Financial Statements as of April 30, 2025, were accepted.

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225 **FIFTEENTH ORDER OF BUSINESS**

Approval of Minutes

- 226
227 A. August 21, 2024 Public Hearings and Regular Meeting
228 B. November 5, 2024 Landowners' Meeting
229

230 On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor,
231 the August 21, 2024 Public Hearings and Regular Meeting Minutes and the
232 November 5, 2024 Landowners' Meeting Minutes, as presented, were
233 approved.

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236 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

- 237
238 A. District Counsel: Kutak Rock LLP

Mr. Earlywine stated the next bond issuance will likely be in the second quarter of 2026; he expects to be able to release debt service reserve funds, once the utility capacity is finalized.

B. District Engineer: Dewberry Engineers, Inc.

Mr. Allen stated he is preparing a list of CDD-owned structural assets and will email it to Ms. Sanchez next week to obtain proposals.

C. District Manager: Wrathell, Hunt and Associates, LLC

Ms. Cerbone stated that Ms. Sanchez and Mr. Allen will work on the Goals and Objectives Report for the next agenda and, once approved, it will be posted on the website.

- **Property Insurance of Vertical Assets**

This item was discussed during Item 16B.

- **214 Registered Voters in District as April 15, 2025**

- **NEXT MEETING DATE: July 16, 2025 at 11:00 AM**

- **QUORUM CHECK**

The July 16, 2025 meeting will be cancelled. The next meeting will be on August 20, 2025.

SEVENTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Ms. Kaercher asked Staff to inspect all the ponds and ensure there is appropriate signage. She asked about the fire ashes. It was noted that the area is still smoldering. Brevard County opened an investigation; the adjacent property owner has 30 days to respond to several code and ordinance violations.

Discussion ensued regarding a directive for Staff to proceed with replacing and installing signage, as needed based on statutory requirements, and ratifying actions at the next meeting.

EIGHTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

NINETEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Kaercher and seconded by Ms. Bronson, with all in favor, the meeting adjourned at 1:24 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Kays Bar-B-Que & Steaks, 1552 West King Street, Cocoa, Florida 32926</i>		
<i>¹AtkinsRéalis 2671 W. Eau Gallie Boulevard, Melbourne, Florida 32935</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024 CANCELED	Regular Meeting	11:00 AM
November 5, 2024 ¹	Landowners' Meeting	11:15 AM
November 20, 2024 CANCELED	Regular Meeting	11:00 AM
December 18, 2024 CANCELED	Regular Meeting	11:00 AM
January 15, 2025 CANCELED	Regular Meeting	11:00 AM
February 19, 2025 CANCELED	Regular Meeting	11:00 AM
March 19, 2025 CANCELED	Regular Meeting	11:00 AM
April 16, 2025 CANCELED	Regular Meeting	11:00 AM
May 21, 2025 CANCELED	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	11:00 AM
June 11, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	12:30 PM
June 18, 2025 <i>rescheduled to June 11, 2025</i>	Regular Meeting	11:00 AM
July 16, 2025 CANCELED	Regular Meeting	11:00 AM
August 20, 2025	Public Hearings & Regular Meeting <i>Adoption of FY2026 Budget and O&M Assessment</i>	11:00 AM
September 17, 2025	Regular Meeting	11:00 AM