

HYDE PARK

COMMUNITY DEVELOPMENT

DISTRICT 1

January 14, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Hyde Park Community Development District 1
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

January 7, 2022

Board of Supervisors
Hyde Park Community Development District 1

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Hyde Park Community Development District 1 will hold a Regular Meeting on January 14, 2022 at 10:00 a.m., at the offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-02, Authorizing the Acquisition of Certain Potable Water and Wastewater Utility Facilities From the Developer, Neal Communities of Florida, Inc., and Authorizing the Conveyance of Such Potable Water and Wastewater Utility Facilities To Collier County; Authorizing The Chairman or the Vice Chairman (in the Chairman's Absence) to Execute Such Conveyance Documents to the Extent Necessary to Evidence the District's Acceptance and Conveyance; Providing for Severability, Providing for Conflicts; and Providing for an Effective Date
4. Consideration of Closing Transfer Letter Agreement
5. Consideration of Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property (Series 2022 Project)
6. Status Update: Financing Timeline
7. Consideration of Proposal for Preparation of the 20-Year Stormwater Needs Analysis
8. Acceptance of Unaudited Financial Statements as of November 30, 2021
9. Approval of November 12, 2021 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*

- B. District Engineer: *Hole Montes, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 11, 2022 at 10:00 A.M.

- QUORUM CHECK

Jason DeBello	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Ben Gibbs	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Steve Wojcechowskyj	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Rob Woods	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
Dan Ciesielski	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams., Jr
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 229 774 8903

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

3

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1 AUTHORIZING THE ACQUISITION OF CERTAIN POTABLE WATER AND WASTEWATER UTILITY FACILITIES FROM THE DEVELOPER, NEAL COMMUNITIES OF FLORIDA, INC., AND AUTHORIZING THE CONVEYANCE OF SUCH POTABLE WATER AND WASTEWATER UTILITY FACILITIES TO COLLIER COUNTY; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN’S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT’S ACCEPTANCE AND CONVEYANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hyde Park Community Development District 1 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Collier County, Florida; and

WHEREAS, the District is organized for the purposes of providing community development services and facilities benefiting the development known as SkySail; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

WHEREAS, the applicable Collier County development orders, approvals, codes, ordinances and regulations generally require or contemplate the conveyance of various on-site potable water and wastewater utility systems being constructed or acquired by the District to Collier County; and

WHEREAS, the acquisition by the District of potable water and wastewater utility systems and thereafter the conveyance of such potable water and sanitary sewer systems to Collier County requires the Chairman or Vice Chairman (in the Chairman’s absence) to sign or execute certain documents on behalf of the District; and

WHEREAS, the District desires to acquire certain potable water and wastewater utility facilities related to Phase 1 (“Utility Facilities”) from Neal Communities of Southwest Florida, LLC, a Florida limited liability company (“Neal Communities”) pursuant to that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property

(Series 2022 Project) dated as of January 14, 2022 and thereafter convey such Utility Facilities to Collier County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1:

SECTION 1. FINDINGS. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. ACQUISITION OF UTILITY FACILITIES AND CONVEYANCE TO COLLIER COUNTY. The District hereby desires to acquire the Utility Facilities from Neal Communities and desires to convey the Utility Facilities to Collier County pursuant to the utility acceptance and conveyance package attached hereto and made a part hereof as **Exhibit “A”** (“Acquisition and Conveyance Documents”).

SECTION 3. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman’s absence) of the District’s Board of Supervisors is hereby authorized to execute the Acquisition and Conveyance Documents as necessary to evidence the District’s acquisition of the Utility Facilities. The Chairman or the Vice Chairman (in the Chairman’s absence) of the District’s Board of Supervisors is hereby authorized to execute the Acquisition and Conveyance Documents and such other ancillary requisition documents as necessary to convey the Utility Facilities to Collier County. The Secretary and any Assistant Secretary of the District is hereby authorized to countersign any Acquisition and Conveyance Documents signed by the Chairman or Vice Chairman (in the Chairman’s absence), if necessary or required.

SECTION 4. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Hyde Park Community Development District this 14th day of January, 2022.

Attest:

**HYDE PARK COMMUNITY
DEVELOPMENT DISTRICT 1**

Chesley E. Adams, Jr., Secretary

Jason Debellow, Chairman

Exhibit "A"
Acquisition and Conveyance Documents

DEED OF UTILITY EASEMENT
(Neal Communities of Southwest Florida, LLC to Hyde Park CDD 1)
(Phase 1)

THIS UTILITY EASEMENT (UE), is granted and conveyed as of this ____ day of _____, 2022, by **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company, as Grantor, to **HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, its successors and/or assigns, as Grantee.

WITNESSETH: That Grantor for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration paid by Grantee, receipt of which by is hereby acknowledged by Grantor, hereby conveys, grants, bargains and sells unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, right and privilege to enter upon and to install, relocate, repair and/or otherwise maintain utility system(s) and utility facilities, and/or portion(s) thereof, in, on, over and under the lands located in Collier County, Florida, described on **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, its successors and/or assigns, together with the right and privilege to enter upon said land to excavate, relocate and/or take and/or introduce materials for the purpose of constructing, operating, relocating, repairing and/or otherwise maintaining the subject utility facilities and/or system(s) or portion(s) thereof, in, on, over and/or under the easement area. Grantor and Grantee are used for singular or plural, as the context allows.

Signatures appear on the following page.

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

NEAL COMMUNITIES OF
SOUTHWEST FLORIDA, LLC,
a Florida limited liability company

Witnesses:

By: _____
James R. Schier, Vice President

Signature
Printed Name: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2022, by James R. Schier, Vice President of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the company, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"
Legal Description

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE
(Neal Communities of Southwest Florida, LLC to Hyde Park CDD 1)
(Phase 1)

THIS INDENTURE made as of this ___ day of _____, 2022, between **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company (hereinafter referred to as “Grantor”), and **HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as “Grantee”).

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein.)

(Exhibit “B” attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

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

NEAL COMMUNITIES OF
SOUTHWEST FLORIDA, LLC,
a Florida limited liability company

Witnesses:

By: _____
James R. Schier, Vice President

Signature
Printed Name: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2022, by James R. Schier, as Vice President of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the company, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"
Legal Description

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

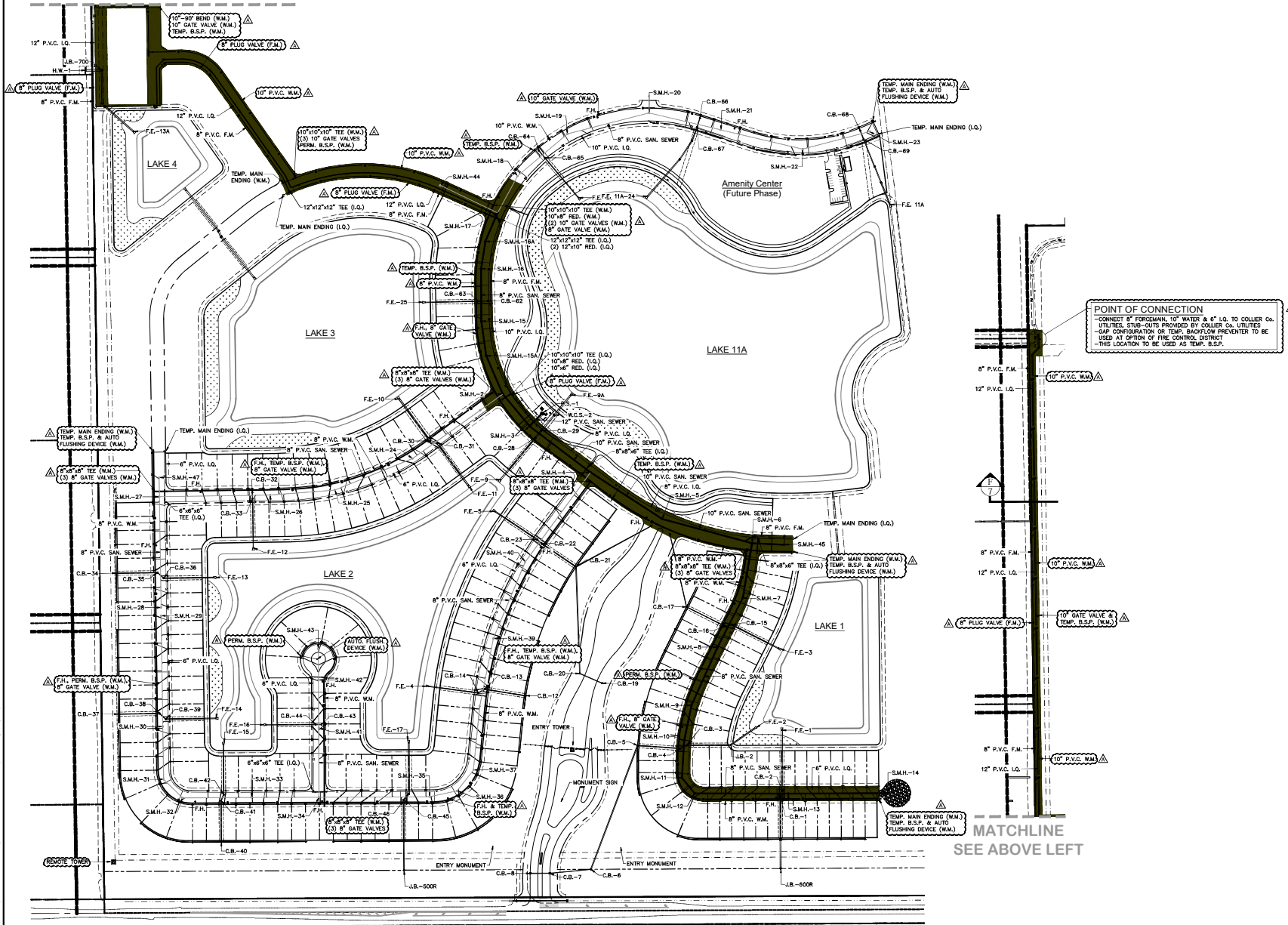
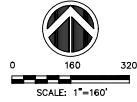
and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Tracts FR-2 and R as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

MATCHLINE - SEE BELOW RIGHT



POINT OF CONNECTION
CONNECT 8" FIRE MAIN, 10" WATER & 8" I.G. TO COLLIER Co UTILITIES. SUB-OUTS PROVIDED BY COLLIER Co UTILITIES. GAT CONFIGURATION OF TEMP. BACKFLOW PREVENTER TO BE USED AT OPTION OF FIRE CONTROL DISTRICT. THIS LOCATION TO BE USED AS TEMP. B.S.P.

Exhibit "B"

MATCHLINE SEE ABOVE LEFT

170001PH1-UP01.dwg (170001PH1-UP01.dwg) - 170001PH1-UP01.dwg - 170001PH1-UP01.dwg

SkySail-Phase One

CONSTRUCTION PLANS

DESIGNED BY	DATE
B.E.J.	1/2020
DRAWN BY	DATE
E.M.N.	1/2020
CHECKED BY	DATE
B.E.J.	1/2020
VERTICAL SCALE	HORIZONTAL SCALE
N/A	1" = 160'



950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

EXHIBIT B

ENGINEER: BARRY E. JONES, P.E. LICENSE No. 52675

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:	REFERENCE NO.	DRAWING NO.
	17001PH1_UP01	4948-7
	PROJECT NO.	SHEET NO.
DATE	2017.001	1 OF 1

OWNER'S AFFIDAVIT
(Neal Communities of Southwest Florida, LLC to Hyde Park CDD 1)
(Phase 1)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared James R. Schier, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is James R. Schier. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.
2. I am the Vice President of **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company, the owner of that certain real property located within Collier County, Florida, and described on **Exhibit "A"**.
3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.
4. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.
5. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded Uniform Commercial Code Financing Statement, or by any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the utility system(s) or portion(s) thereof and/or any easement being conveyed to the County.
6. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to hold Hyde Park Community Development District 1, a community development district established and existing pursuant to Chapter 190, Florida Statutes, harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, material-man, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of Owner. Affiant is used as singular or plural, as the context requires.
7. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached **Exhibit "A"**.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2022.

James R. Schier, Vice President

SUBSCRIBED AND SWORN to before me by means of () physical presence or () online notarization this ____ day of _____, 2022, by James R. Schier, who is () personally known to me or () has produced _____ as evidence of identification

(SEAL)

NOTARY PUBLIC

Name: _____

(Type or Print)

My Commission Expires:

Exhibit "A"
Legal Description

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Tracts FR-2 and R as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE
(Hyde Park CDD 1 to Collier County)
(Phase 1)

THIS INDENTURE made this ____ day of _____, 2022, between **HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as “Grantor”), and **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, its successors and/or assigns (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein.)

(Exhibit “B” attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit “B”.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

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

HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Witnesses:

Signature
Printed Name: _____

By: _____
Jason Debellow, Chairman

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2022, by Jason Debellow, as Chairman of Hyde Park Way Community Development District 1, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"
Legal Description

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Tracts FR-2 and R as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

OWNER'S AFFIDAVIT
(Hyde Park CDD 1 to Collier County)
(Phase 1)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Jason Debellow, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is Jason Debellow. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.

2. I am the Chairman of **HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, the owner of the subject utility system(s) that are located within that certain real property in Collier County, Florida, and described on **Exhibit "A"**. Such real property is owned by NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company, and said **Exhibit "A"** shows the location of the subject utility facilities being conveyed.

3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.

4. Title to the subject utility system(s) or portions(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded UCC Financing Statement, or any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the County.

5. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded Uniform Commercial Code Financing Statement, or by any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the utility system(s) or portion(s) thereof and/or any easement being conveyed to the County.

6. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.

7. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to the extent permitted by Florida law and without waiving any protections of sovereign immunity afforded by Florida law, to hold the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, materialman, or laborer, and against

chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of owner. Affiant is used as singular or plural, as the context requires.

8. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached **Exhibit "A"**.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2022.

Jason Debellow, as Chairman of Hyde Park
Community Development District 1

SUBSCRIBED AND SWORN to before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by Jason Debellow, as Chairman of Hyde Park Community Development District 1, who is personally known to me as _____ OR who produced identification. Type of identification produced: _____.

Notary Public
My Commission Expires: _____

Printed, Typed or Stamped Name of Notary

Exhibit "A"
Legal Description

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Tracts FR-2 and R as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

ATTORNEY'S AFFIDAVIT
(Hyde Park CDD to Collier County)
(Phase 1)

STATE OF FLORIDA

COUNTY OF COLLIER

BEFORE ME, the undersigned authority, on this _____ day of January, 2022, personally appeared Gregory L. Urbancic, Esq., who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is Gregory L. Urbancic, Esq., I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.

2. I am a licensed attorney, Florida Bar #151068, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103. My business telephone number is 239-435-3535.

3. This Affidavit is given as an inducement to the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District to accept the dedication or conveyance of all potable water and wastewater utility system(s) or portion(s) thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Collier County, Florida.

4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the County referenced in this affidavit, including but not limited to, information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.

5. The record owner of the underlying real property described herein as Exhibit "A", is Neal Communities of Southwest Florida, LLC, a Florida limited liability company (hereinafter "Owner"). Further, according to (i) an Owner's Affidavit signed and delivered by Owner in connection with the subject conveyance, and (ii) that certain Utility Facilities Warranty Deed and Bill of Sale issued in its favor from Owner, Hyde Park Community Development District 1, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the "District"), owns the utility facilities lying within the underlying real property owned by Owner. Owner acquired record title to the subject real property by the following deed: (i) Special Warranty Deed recorded October 7, 2020, at Official Records Book 5826, Page 3984, of the Public Records, Collier County, Florida. Affiant has examined corporate information obtained from the Florida Department of State, Divisions of Corporations and based on said corporate information Owner is current, active and authorized to do business within the State of Florida. Based upon my review of the records of the District, the District is a community development district established pursuant to Chapter 190, Florida Statutes, and Jason Debellow, Chairman of the District, is authorized to execute these instruments on behalf of the District in conjunction with the conveyance of the subject utility systems.

6. Title to the utility system(s) or portion(s) thereof and/or easement(s) being conveyed to the County is subject to the following security interests by the following instruments of record:

NONE

7. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

[SIGNATURES COMMENCE OF FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of January, 2022.

Gregory L. Urbancic

STATE OF FLORIDA
COUNTY OF COLLIER

SUBSCRIBED AND SWORN to before me by means of physical presence or online notarization this ____ day of January, 2022, by Gregory L. Urbancic, who is personally known to me or has produced _____ as identification.

Notary Public
My commission expires:
Printed Name:

Exhibit "A"
Legal Description

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Tracts FR-2 and R as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

4

CLOSING TRANSFER LETTER AGREEMENT

January _____, 2022

Hyde Park Community Development District 1
c/o Wrathell, Hunt & Associates, LLC
Attn: Chesley E. Adams, Jr., District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Closing Transfer Letter Agreement
Acquisition of Public Utility Infrastructure Improvements, Phase 1

Dear Chuck,

Pursuant to the Agreement Regarding The Acquisition of Certain Work Product, Infrastructure And Real Property between the District and the Developer, dated as of January 14, 2022 (“**Acquisition Agreement**”), you are hereby notified that Neal Communities of Southwest Florida, LLC (“**Developer**”) has completed and desires to sell (“**Sale**”) to Hyde Park Community Development District 1 (“**District**”) certain potable water and sanitary sewer utility improvements (“**Improvements**”), related to what is known as Phase 1, and all as described on **Exhibit “A”** attached hereto and made a part hereof. The Improvement are located in or within the real property on **Exhibit “B”** attached hereto and made a part hereof (the “**Property**”). The specific location of the Improvements within the Property are shown on **Exhibit “C”**. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- It is recognized that the District has not yet issued special assessment bonds to be able to pay for infrastructure improvements. As such, the transfer of the Improvements are being made pursuant to Section 5 of the Acquisition Agreement as Advanced Improvements thereunder. As consideration for the Sale and subject to the provisions of the Acquisition Agreement, the District agrees to pay from future special assessment bond proceeds, if and to the extent available, the amount of \$_____.00, which amount represents the actual cost of constructing and/or creating the Improvements. If requested by either party, the parties may memorialize this amount via such other documentation as deemed reasonably necessary.

- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

- The Developer agrees, at the direction of the District, to assist the District with the turnover from the District and to Collier County all of the District’s rights, title and interest in the Improvements, including but not limited to completing any agreed upon punch list items at the Developer’s expense, warranting any such Improvements to the extent required by Collier County, and posting and maintaining any required maintenance bonds.

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.

Sincerely,

**NEAL COMMUNITIES OF
SOUTHWEST FLORIDA, LLC,**
a Florida limited liability company

By: _____
James R. Schier, Vice President

Date: _____

AGREED TO BY THE DISTRICT:

**HYDE PARK COMMUNITY
DEVELOPMENT DISTRICT 1**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jason Debellow, Chairman

Date: _____

Exhibit "A"
Description of Improvements

Utility Improvements: All wastewater improvements reflected above, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, mains, services, tees, lift stations, equipment and appurtenances hereto and all potable water improvements reflected above, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, mains, services, tees, equipment and appurtenances thereto shown in the Utility Record Drawings for Phase 1 prepared by Hole Montes, Inc., and reflected on the sketch attached on **Exhibit "C"**, and located within that real property more particularly described on **Exhibit "B"** attached and incorporated by reference..

Total Cost of Improvements and/or Work Product: \$ _____ .00

Exhibit "B"
Property

Platted County Utility Easements (C.U.E.) located within Tract FD-1 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

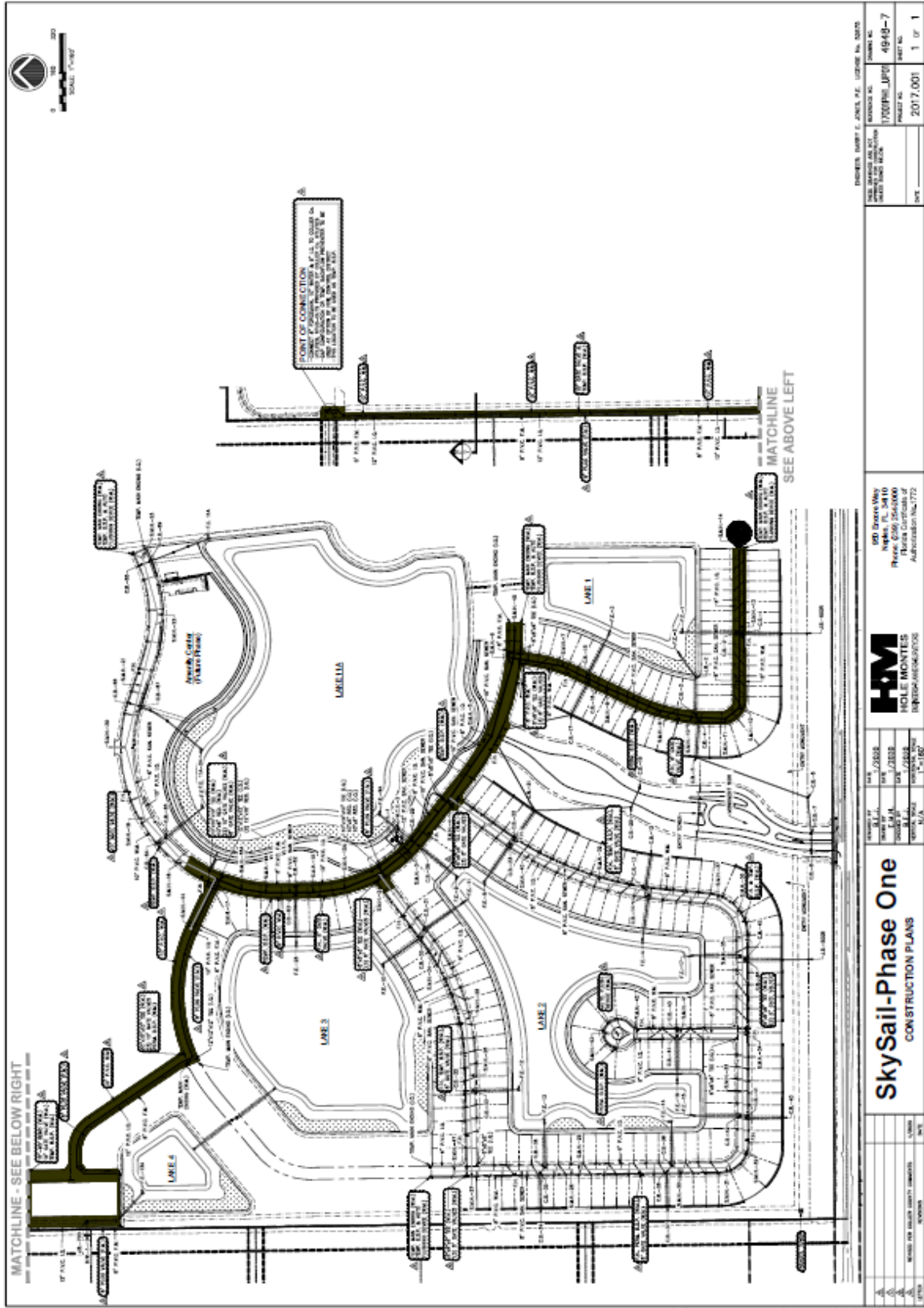
and

Platted County Utility Easement (C.U.E.) located within Tract OS-3 as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

and

Tracts FR-2 and R as shown on the plat of SkySail - Phase One, as recorded in Plat Book 70, Pages 40 through 59, inclusive, of the Public Records of Collier County Florida.

Exhibit "C" Location of Improvements



	ENGINEER: ROBERT E. JONES, P.E. LICENSE NO. 52370 DATE: 11/20/2017 PROJECT NO.: 2017.0001 SHEET NO.: 1 OF 1	H&M HOLE MONTES 1885 GARDNER WAY MIAMI, FL 33136 PHONE: 305.254.0000 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 1772	PROJECT: SkySail-Phase One CONSTRUCTION PLANS DATE: 11/20/2017 DRAWN BY: J.M.L. CHECKED BY: J.M.L. SCALE: AS SHOWN
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HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

5

**AGREEMENT REGARDING THE
ACQUISITION OF CERTAIN WORK PRODUCT,
INFRASTRUCTURE AND REAL PROPERTY
(Series 2022 Project)**

THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY (Series 2022 Project) (this “**Agreement**”) is made and entered into as of this 14th day of January, 2022, by and between **HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1** (the “**District**”), and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company (the “**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, irrigation and environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

WHEREAS, the Developer is currently the primary landowner and the developer of certain lands located within the boundaries of the District; and

WHEREAS, the District has adopted and approved a program of public infrastructure improvements that includes the acquisition of certain related interests in land (the “**CIP**”) as described in that certain Hyde Park Community Development District 1 Master Engineer’s Report prepared by Hole Montes, Inc. and dated April 16, 2021 (the “**Master Engineer’s Report**”), as supplemented by the certain First Supplemental District Engineer’s Report to the Hyde Park Community Development District 1 Master Engineer’s Report prepared by Hole Montes, Inc. and dated _____, 2022 (the “**First Supplemental Engineer’s Report**”) (the Master Report together with the First Supplemental Engineer’s Report are referred to collectively herein as the “**Engineer’s Report**”). The Engineer’s Report is incorporated herein by reference. The Engineer’s Report contemplates that the CIP would be undertaken in phases. The First Supplemental Engineer’s Report identifies and designates a certain portion of the CIP as qualified improvements expected, generally, to be necessary to develop the first phase of the District. The portion of the CIP to be constructed during the first phase is referred to herein as the “**2022 Project**”, as described in the First Supplemental Engineer’s Report; and

WHEREAS, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of a portion of the 2022 Project through the sale of Hyde Park Community Development District 1 Special Assessment Bonds (Series 2022 Project) in one or more series and in an amount to be determined (the “**Bonds**”); and

WHEREAS, the District desires to (i) acquire certain portions of the Series 2022 Project from the Developer on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the Series 2022 Project on its own account; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to (i) contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the

Series 2022 Project (the “**Work Product**”) and (ii) undertake the actual construction and/or installation of public infrastructure improvements within the Series 2022 Project; and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with the land within the District; and

WHEREAS, the District acknowledges that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Series 2022 Project described in the Engineer’s Report until such time as the District has closed on the sale of the Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Series 2022 Project, which delay would also delay the Developer from implementing its planned development program, the Developer has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the Series 2022 Project; and

WHEREAS, the Developer is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Developer’s right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

WHEREAS, the Developer acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product; and

WHEREAS, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing of the District’s Bonds, the Developer has commenced construction of some portion of the Series 2022 Project; and

WHEREAS, the Developer agrees to convey to the District all right, title and interest in the portion of the Series 2022 Project completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Bonds (or as otherwise provided for herein) when and if available; and

WHEREAS, some of the Series 2022 Project to be acquired by the District may include the acquisition of the Developer’s fee simple interest in certain real property within and outside of the District as specifically described and delineated in the Engineer’s Report (the “**Real Property**”); and

WHEREAS, except as to the specific acquisitions of Real Property described in the Engineer’s Report (if any), in conjunction with the acquisition of the other Series 2022 Project, the Developer will convey to the District without consideration interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the Series 2022 Project, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

WHEREAS, the Developer acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed (including, without limitation, the Real Property) for any and all lawful public purposes (except as provided for in this Agreement); and

WHEREAS, the District and the Developer are entering into this Agreement to set forth the process by which the District may acquire certain portions of the Series 2022 Project to ensure the timely provision of the Series 2022 Project and the development.

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

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

2. **Acquisition of Work Product Related to Series 2022 Project.** Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued), and (iii) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Developer in preparation of the Work Product. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the Board of Supervisors of the District (the “**District’s Board**”) the total amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. In the absence of evidence to the contrary, the actual cost of any or all of the Work Product shall be deemed to be its reasonable fair market value. The District Engineer’s opinion as to cost shall be set forth in a District Engineer’s certificate that shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District’s Trustee for the Bonds. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an engineer’s affidavit that shall accompany the requisition for the funds from the District’s Trustee for the Bonds. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Series 2022 Project. As to acquisition of Work Product, the following shall apply:

a. Payment for Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Work Product.

b. Subject to the provisions of Section 5, the Developer agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District’s Board pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

c. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof

under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain, to the extent reasonably possible, all required releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

d. The Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

e. The Developer agrees to provide or cause to be provided to the District, to the extent reasonably possible, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. Nothing herein shall be construed or interpreted to create a warranty by the Developer of any Work Product produced by an independent third party.

f. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

3. Acquisition of the Public Infrastructure Components of the Series 2022 Project. The Developer has constructed, is constructing, or is under contract to construct and complete certain public infrastructure portions of the Series 2022 Project. Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued), and (iii) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to acquire the public infrastructure portions of the Series 2022 Project including, but not limited to, those portions of the Series 2022 Project that have been completed prior to the issuance of the Bonds. When a portion of the Series 2022 Project is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District; (iii) evidence of title acceptable to the District, describing the nature of Developer's rights or interest in the portions of the Series 2022 Project being conveyed, and stating that the applicable portions of the Series 2022 Project are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence that all governmental permits and approvals necessary to install the applicable portion of the Series 2022 Project have been obtained and that the applicable portion of the Series 2022 Project have been built in compliance with such permits and approvals; and (v) any other releases, indemnifications or documentation as may be reasonably requested by the District. The District Engineer in consultation with the District's Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the Series 2022 Project contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above relating to Work Product.

a. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the portion of the Series

2022 Project intended to be transferred, subject to the provisions of Section 5. Payment for Series 2022 Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Series 2022 Project.

b. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District Engineer on behalf of the District. If any item acquired is to be conveyed to a third-party governmental body by the District, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

c. Subject to the provisions of Section 5, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

d. At the time of conveyance by the Developer of the Developer's rights or interest in any portion of the Series 2022 Project, the portion of the Series 2022 Project being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and Developer shall warrant to the District and any government entity to which the applicable portion of the Series 2022 Project may be conveyed by the District, guaranteeing the applicable portion of the Series 2022 Project against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

e. The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any portion of the Series 2022 Project conveyed pursuant to this Agreement.

f. In connection with the acquisition of Series 2022 Project, the Developer will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Series 2022 Project, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. This subsection will not apply to the acquisition of specific portions of Real Property described in the Engineer's Report. Section 4 below will apply with respect to said Real Property. However, any other real property interests necessary for the functioning of the Series 2022 Project to be acquired under this Section and to maintain the tax-exempt status of the Bonds (it being acknowledged that all portions of the Series 2022 Project must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the Series 2022 Project has been or will be constructed or which otherwise facilitates the operation and maintenance of the Series 2022 Project. Such dedication or conveyance shall be at no cost to the District. The Developer agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Developer's rights or interest in the Series 2022 Project and associated real property interests being conveyed, and stating that the Series 2022 Project and any associated real property interests are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Developer and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands that remain in the Developer's ownership. The parties agree to cooperate and act in good

faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation; provided, however, no land transfer shall be accomplished if the same would impact the use of the Series 2022 Project or the tax-exempt status of the Bonds. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

4. Acquisition of Real Property. Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax-exempt bonds or other indebtedness), and (iii) the availability of proceeds from the Bonds available for acquisition hereunder, if applicable, the District agrees to acquire certain Real Property described in the Engineer's Report. The Developer shall convey any such Real Property to the District by special warranty deed. The conveyance of any Real Property by the Developer to the District will be together with all rights, privileges, tenements, hereditaments and appurtenances pertaining thereto. Prior to any such conveyance, the Developer shall provide the District with evidence of title acceptable to the District as to its fee simple ownership of the Real Property and showing that the Series 2022 Project are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall provide, good, marketable and insurable title to any Real Property to be acquired that shall be free from all liens, mortgages and encumbrances. In the event a title search reveals exceptions to title which render title unmarketable or that, in the District's reasonable discretion, would materially interfere with the District's use of such real property, the Developer shall cure such defects at no expense to the District. The amount the District shall pay the Developer for the acquisition of Real Property shall be an amount that is lower than the Developer's actual cost of the Real Property or its reasonable fair market value as determined by no less than one appraisal that shall be obtained by the District and performed by such appraiser(s) selected by the District.

5. Payment by District. Payment for the Series 2022 Project or Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The parties acknowledge and agree that the District may, but shall not be required to, issue any Bonds. Notwithstanding anything to the contrary herein, to the extent any portions of the Series 2022 Project are acquired by the District in advance of proceeds of the Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the Series 2022 Project ("**Advanced Improvements**"), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Developer at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Developer agree to take such action as is reasonably necessary to memorialize the costs certified by the District Engineer for any such Advanced Improvements provided, however, that the actual cost of the District will be finally determined and certified by the District Engineer at the time of issuance of any Bonds; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Bonds, the District shall pay the cost certified by the District Engineer to the Developer; provided, however, in the event the District's bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Developer acknowledges that it may be determined by the District that not all Advanced Improvements will constitute qualified costs and/or there may not be sufficient funds available from the issuance of the Bonds for the reimbursement of all or a portion of the costs of such Advanced

Improvements, and, notwithstanding anything in this Agreement to the contrary, the District's payment obligations will be limited consistent with this Section to the extent such Advanced Improvements are qualified costs, the District issuing the Bonds, and there being sufficient and available proceeds from the Bonds actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Bonds or other indebtedness of any particular amount. If within three (3) years after the Effective Date of this Agreement, the District does not or cannot issue the Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the Developer the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

6. Limitation on Acquisitions/Completion Agreement. The Developer and the District agree and acknowledge that any and all acquisitions of Series 2022 Project, including Work Product contemplated as part of the Series 2022 Project, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations, as determined by the District in its sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities. Further, to the extent the Developer and the District enter into this Agreement prior to the closing on the sale of the Bonds, it is acknowledged by the parties that the Bonds will provide only a portion of the funds necessary to complete the Series 2022 Project described in the Engineer's Report. As such, in connection with the sale and issuance of the Bonds, if required by the District, the parties agree to enter into a completion agreement whereby the Developer agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Series 2022 Project described in the Engineer's Report which remain unfunded by the Bonds, subject to the terms and conditions of the completion agreement.

7. Taxes, Assessments, and Costs.

a. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Developer's property or property interest, or any other such expense.

b. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Collier County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in January 2022, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2022. If any additional taxes are imposed on the

District's property in 2022, then the Developer agrees to reimburse the District for that additional amount.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. Notice. The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection b. above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

8. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

9. Indemnification. For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant portion of the Series 2022 Project, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the applicable portion of Series 2022 Project, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

10. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto. Subsequent to the issuance of the Bonds, no amendment to this Agreement that could have a material effect on the District's ability to pay debt service on the Bonds or materially impact or reduce the Developer's obligations

hereunder shall be made without the prior written consent of the Trustee for the Bonds on behalf of and at the written direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding. The District and the Developer acknowledge that at time of issuance of the Bonds the obligations under this Agreement may be amended and restated.

13. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

14. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Hyde Park Community
Development District 1
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Developer: Neal Communities of Southwest Florida, LLC
5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240
Attn: James R. Schier, Vice President

With a copy to: Vogler Ashton, PLLC
705 10th Avenue W., Unit 103
Palmetto, FL 34221
Attn: Edward Vogler II, Esq.

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

15. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation

of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

16. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

17. Assignment. Neither the District nor the Developer may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Bonds for and at the written direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding.

18. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Collier County, Florida.

19. Effective Date. This Agreement shall be effective upon execution by both the District and the Developer as of the date set forth in the first paragraph of this Agreement (the "**Effective Date**").

20. Termination. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within three (3) years from the Effective Date of this Agreement.

21. Public Records. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

23. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but 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.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**HYDE PARK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jason Debellow, Chairman

DEVELOPER:

**NEAL COMMUNITIES OF
SOUTHWEST FLORIDA, LLC,**
a Florida limited liability company

By: _____
James R. Schier, Vice President

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

6

From: [Terry Cole](#)
To: [Terry Cole](#)
Subject: FW: New Statutory Requirements for Stormwater and Wastewater
Date: Monday, December 6, 2021 1:25:51 PM

From: EDR-NaturalResources <EDRNaturalResources@leg.state.fl.us>
Sent: Thursday, October 28, 2021 3:30 PM
To: EDR-NaturalResources <EDRNaturalResources@leg.state.fl.us>
Subject: New Statutory Requirements for Stormwater and Wastewater

Good afternoon,

As part of the 2021 Session, the Florida Legislature recognized the need for a long-term planning process for stormwater and wastewater with the passage of [House Bill 53](#) (Public Works). [Section 403.9302, Florida Statutes](#), requires a 20-year needs analysis be developed by local governments providing a stormwater management program or stormwater management system. [Section 403.9301, F.S.](#), requires the same from those providing wastewater services.

Local governments subject to these statutes are counties, municipalities, and independent special districts. While the needs analyses must be updated and resubmitted every five years, the timeline for the 2022 cycle is:

- June 30, 2022: Needs analyses for all local governments should be complete. By June 30, municipalities and independent special districts must submit their completed needs analyses to the county.
- July, 2022: Counties must compile analyses, including its own, into a single stormwater document and a single wastewater document.
- July 31, 2022: On or by July 31, counties must file the compiled needs analyses with the coordinator of EDR. The stormwater analyses must also be filed with the secretary of the Florida Department of Environmental Protection.
- January 1, 2023: EDR must include an evaluation of the needs analyses in the Annual Assessment of Florida's Water Resources and Conservation Lands.

Though EDR's statutory responsibilities begin near the end of the process, EDR was directed by the House and Senate to create templates for the needs analyses to assist local governments in complying with the law. The Stormwater Needs Analysis Template is available for download on EDR's [Stormwater & Wastewater webpage](#). A corresponding Wastewater Needs Analysis Template is under development and will be posted soon.

Completing and submitting the provided templates fulfills your statutory responsibilities. Though using them is not required, the templates allow local governments to report aggregated and summary data for some of the statutory requirements that otherwise would require greater detail. Additionally, using the templates will greatly simplify the county's work when compiling needs analyses.

This email is the first in a number of communications regarding the stormwater and wastewater needs analyses. The EDR contact person for this project is Kate Beggs. You can reach her at Beggs.Kate@leg.state.fl.us or (850)717-0474. It would greatly facilitate our future work if you provide the name and contact information of the person or persons who will lead your local efforts. Please respond to this email with their name(s) and contact information, including which type of needs analysis (*i.e.*, stormwater, wastewater, or both) applies to each contact.

Please reach out to Kate or email our Natural Resources team at EDRNaturalResources@leg.state.fl.us if you have any questions. Thank you.

Amy Baker, Coordinator
The Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street Suite 574

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

7



950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

adamsc@whhassociates.com

December 28, 2021

Chesley E. Adams, Jr.
Director of Operations
WRATHELL, HUNT AND ASSOCIATES, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135

**RE: Hyde Park Community Development District
Stormwater Management System 20-Year Needs Analysis Proposal
HM File No.: 2020007**

Dear Chuck:

We are providing you with this email proposal to be authorized by the Board of Supervisors to prepare a Stormwater Management System 20-Year Needs Analysis as required by the State of Florida – House Bill #53. This would be a task to be authorized according to our Services Agreement with the Hyde Park Community Development District.

In summary, HB 53 creates Section 403.9302, Fla. Stat. and requires special districts providing a Stormwater Management Program or Stormwater Management System to create a 20-Year Needs Analysis. No later than June 30, 2022, each special district providing stormwater management will need to develop a needs analysis for its jurisdiction over the subsequent 20-year period. This needs analysis shall incorporate all those items set forth in Section 403.9302(3), which include, among other items: (i) detailed list of the water management facilities and projects; (ii) current and projected service areas for stormwater management; (iii) current and projected cost for providing stormwater management services; (iv) remaining useful life of the stormwater management facilities and components; and (v) plan to fund maintenance and expansion of stormwater management facilities. The needs analysis and accompanying methodology shall be submitted to the County where the stormwater management system is located and will need to be updated by the special district every 5 years.

I estimate that our fees to prepare the initial report will be \$7,500. The initial report will require more effort to compile all of the required information. I anticipate that future 5-year reports will take less effort since the initial report will just be updated. We will need input from District staff regarding budget numbers for stormwater maintenance, etc.

If you are in agreement with this proposal, please provide your authorization to proceed by signing below and returning a copy to our office.

Very truly yours,

HOLE MONTES, INC.



W. Terry Cole, P.E.
Senior Vice President/Principal

WTC:tdc

AUTHORIZATION TO PROCEED:

Authorized Signature/Title

Dated

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

8

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2021**

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2021**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 2,948	\$ -	\$ 2,948
Undeposited funds	10,205	-	10,205
Due from Landowner	39	-	39
Total assets	<u>\$ 13,192</u>	<u>\$ -</u>	<u>\$ 13,192</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 6,028	\$ -	\$ 6,028
Due to Landowner	1,040	11,645	12,685
Tax payable	153	-	153
Landowner advance	6,000	-	6,000
Total liabilities	<u>13,221</u>	<u>11,645</u>	<u>24,866</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	39	-	39
Total deferred inflows of resources	<u>39</u>	<u>-</u>	<u>39</u>
Fund balances:			
Restricted for:			
Debt service	-	(11,645)	(11,645)
Unassigned	(68)	-	(68)
Total fund balances	<u>(68)</u>	<u>(11,645)</u>	<u>(11,713)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,192</u>	<u>\$ -</u>	<u>\$ 13,192</u>

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Developer contribution	\$ 5,221	\$ 12,496	\$ 103,790	12%
Total revenues	<u>5,221</u>	<u>12,496</u>	<u>103,790</u>	12%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	12,000	0%
Management/accounting/recording	2,000	4,000	48,000	8%
Legal	-	-	15,000	0%
Engineering	-	-	7,500	0%
Audit*	-	-	3,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	4,000	0%
Telephone	16	33	200	17%
Postage	-	-	1,000	0%
Printing & binding	83	167	1,000	17%
Legal advertising	3,121	3,121	2,500	125%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	30	57	750	8%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,250</u>	<u>12,553</u>	<u>103,790</u>	12%
Excess/(deficiency) of revenues over/(under) expenditures	(29)	(57)	-	
Fund balances - beginning	(39)	(11)	-	
Fund balances - ending	<u>\$ (68)</u>	<u>\$ (68)</u>	<u>\$ -</u>	

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service	-	-
Total debt service	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
 Fund balances - beginning	(11,645)	(11,645)
Fund balances - ending	\$ (11,645)	\$ (11,645)

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

9

DRAFT

**MINUTES OF MEETING
HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1**

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The Board of Supervisors of the Hyde Park Community Development District 1 held a Regular Meeting on November 12, 2021 at 10:00 a.m., at the offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103.

Present were:

Ben Gibbs	Vice Chair
Dan Ciesielski	Assistant Secretary
Rob Woods	Assistant Secretary

Also present, were:

Chuck Adams	District Manager
Greg Urbancic	District Counsel
Megan Magaldi	Coleman, Yovanovich & Koester, P.A.
Terry Cole	District Engineer
Misty Taylor	Bryant Miller Olive, P.A.
Sete Zare	MBS Capital Markets, LLC
John McKay	Neal Communities of Southwest Florida, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:26 a.m. Supervisors Gibbs, Ciesielski and Woods were present, in person. Supervisors Wojcechowskyj and DeBello were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-01, Ratifying, Approving and Confirming All Prior Actions Taken by The Board of Supervisors of the District; and Providing

40 **for Severability, Conflicts and an Effective**
41 **Date**

42
43 Mr. Adams presented Resolution 2022-01, which was prepared for the purpose of
44 correcting a scrivener’s error in the original petition to establish the District. Mr. Urbancic
45 stated he obtained the Ordinance number, which is 2021-44, from the Collier County Clerk, as
46 he was still waiting to receive the document from the Secretary of State. The Ordinance
47 number would be inserted into the third “Whereas” clause.

48

49 **On MOTION by Mr. Woods and seconded by Mr. Gibbs, with all in favor,**
50 **Resolution 2022-01, as amended, Ratifying, Approving and Confirming All Prior**
51 **Actions Taken by The Board of Supervisors of the District; and Providing for**
52 **Severability, Conflicts and an Effective Date, was adopted.**

53

54

55 **FOURTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
56 **Statements as of September 30, 2021**

57
58 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2021.

59 The financials were accepted.

60

61 **FIFTH ORDER OF BUSINESS** **Approval of September 10, 2021 Regular**
62 **Meeting Minutes**

63
64 Mr. Adams presented the September 10, 2021 Regular Meeting Minutes.

65

66 **On MOTION by Mr. Gibbs and seconded by Mr. Woods, with all in favor, the**
67 **September 10, 2021 Regular Meeting Minutes, as presented, were approved.**

68

69

70 **SIXTH ORDER OF BUSINESS** **Staff Reports**

71

72 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

73 There was no report.

74 **B. District Engineer: *Hole Montes, Inc***

75 Mr. Cole reported the following:

76 ➤ Due to recent legislation, the CDD will be required to file a Master Stormwater Analysis
77 Report; he would provide a proposal to prepare the Report, which must be filed by June 2022.

78 ➤ The CDD will have to begin spraying the lakes once the stormwater elements go into
79 existence in December or January 2022; maintenance on the pipes and catch basins would not
80 be necessary.

81 ➤ The CDD should begin budgeting funds to treat the lakes and for lake erosion repairs,
82 which would involve repairing the geotubes occasionally, as the lakes get older.

83 ➤ The First Supplement District Engineer’s Report to the Master Engineer’s Report, related
84 to the bond funding, was prepared and submitted in September.

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

- 86 • **NEXT MEETING DATE: December 10, 2021 at 10:00 A.M.**

- 87 ○ **QUORUM CHECK**

88 The next meeting will be held on December 10, 2021.

89

90 **SEVENTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

91

92 There were no Board Members’ comments or requests.

93

94 **EIGHTH ORDER OF BUSINESS**

Public Comments

95

96 There were no public comments.

97

98 **NINTH ORDER OF BUSINESS**

Adjournment

99

100 There being nothing further to discuss, the meeting adjourned.

101

102 **On MOTION by Mr. Gibbs and seconded by Mr. Ciesielski, with all in favor, the**
103 **meeting adjourned at 10:32 a.m.**

104

105

106

107

108

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

109
110
111
112
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114

Secretary/Assistant Secretary

Chair/Vice Chair

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

10C

HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

*offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building,
4001 Tamiami Trail N., Suite 300, Naples, Florida 34103*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2021 CANCELED	Regular Meeting	10:00 AM
November 12, 2021	Regular Meeting	10:00 AM
December 10, 2021 CANCELED	Regular Meeting	10:00 AM
January 14, 2022	Regular Meeting	10:00 AM
February 11, 2022	Regular Meeting	10:00 AM
March 11, 2022	Regular Meeting	10:00 AM
April 8, 2022	Regular Meeting	10:00 AM
May 13, 2022	Regular Meeting	10:00 AM
June 10, 2022	Regular Meeting	10:00 AM
July 8, 2022	Regular Meeting	10:00 AM
August 12, 2022	Public Hearing & Regular Meeting	10:00 AM
September 9, 2022	Regular Meeting	10:00 AM