

CANOPY

Community Development District

APRIL 11, 2024

AGENDA

Canopy
Community Development District
Meeting Agenda

Thursday
April 11, 2024
2:00 p.m.

Canopy Amenity Center
2877 Crestline Road
Tallahassee, Florida 32308
Call In # 1-877-304-9269
Participation Passcode # 926467

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the February 8, 2024 Meeting
- IV. Consideration of Acquisition and Due Diligence Package
- V. Consideration of Agreement with Halff Associates, Inc. for Professional Engineering Services
- VI. Consideration of Agreement with Leon County Tax Collector
- VII. Overview of Fiscal Year 2025 Budget Process
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 1. Approval of Check Register Summary
 2. Balance Sheet & Income Statement
 3. Discussion of General Elections
- IX. Other Business
- X. Supervisors Requests
- XI. Next Scheduled Meeting – June 13, 2024 @ 2:00 p.m. at Canopy Amenity Center
- XII. Adjournment

THIRD ORDER OF BUSINESS

Minutes of Meeting
Canopy
Community Development District

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Thursday, February 8, 2024 at 2:00 p.m. at the Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
Jason Ghazvini	Vice Chairman
John “Al” Russell	Supervisor
Colleen Castille	Supervisor
David Brady	Supervisor

Also present were:

Jim Oliver	District Manager
Jennifer Kilinski	District Counsel
Corbin deNagy	Governmental Management Services
Laura Kalinoski	Events Coordinator

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 2:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

A resident stated there is a breach in the fence.

Mr. Ghazvini stated it is scheduled to be repaired next week.

A resident stated there is trash in the woods across the dirt road.

Mr. Ghazvini stated we will take care of it.

A resident stated the windscreens are down at the pickleball courts.

Mr. Ghazvini stated I need to find another type of attachment.

A resident stated there is an accumulation of trash in the lake where they are building three houses. It looks like they cleaned that out in the last couple weeks but when they finish those houses it would be helpful if you did another sweep of the lake. There is a big hose that was left

there after you had the pumps out about a year ago. There is a section that was never sodded or seeded behind my house between the triangle lake and the little lake.

Mr. Ghazvini stated after the meeting if you will give me the information I will take care of it.

A resident asked what is the status of the senior center?

Mr. Ghazvini stated I recently received notice that the City of Tallahassee has all their permits and plan to commence site work in 90 – 120 days. They will do site work first, parking lot and all those things then the vertical construction.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 14 2023 Meeting

On MOTION by Mr. Brady seconded by Mr. Russell with all in favor the minutes of the December 14, 2023 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Discussion Regarding Annual Ethics Training & Annual Form 1 Filing

Ms. Kilinski stated you have received a memo from our office as a reminder the ethics training is going to be due by December 31, 2024. Historically, your form 1 is filed with the supervisor of elections in Leon County and that is changing this year. You are going to get lots of reminders from the supervisor or elections and the commission on ethics, it is going to be filed through an online portal at the commission on ethics website. This year you will see the provision that says, have you fulfilled your ethics training and you don't want to check yes, that is not for this year. Remember your form 1 is related to your financial interests from last year. When you get the 2025 filing that is when you will have to have completed your ethics training by December 31st of this year. There are a lot of choices online and we provided some links in the memo we sent to you.

Ms. Castille asked isn't there a new law about more intensive reporting on your financial interests.

Ms. Kilinski stated not for special district officers.

Mr. Russell stated it looks like we [Supervisor Russell and Supervisor Castille] roll off the Board in November. Mr. Russell asked if the training requirement still applies to them.

Ms. Kilinski confirmed that it doesn't apply to them.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, General Election Resolution

Mr. Oliver stated Resolution 2024-01 authorizes the supervisor of elections to conduct the elections for seats 3 and 4, for which current terms are expiring this year. Seats 4 and 5 will be filled through the general election process in which residents would qualify for those seats as coordinated by the Leon County Supervisor of Elections. Candidates will be on the ballot in November, assuming there are two or more qualifiers for each of those seats. Otherwise, if there is just one qualifier, that candidate does not appear on the ballot and assumes the seat after the November election. If no persons qualify for a seat, the board will fill the vacancy after the November election. The third seat to be filled will be by landowners' election, which is the same statutory-mandated method the district has used since its establishment. Voting is based on property ownership within the district, with one vote allocated per acre or platted lot.

Ms. Kilinski stated staff will notify the public by a publication in the newspaper about the qualifying period, which is in June, and we will make sure the word gets out in the community.

On MOTION by Mr. Ghazvini seconded by Ms. Castille with all in favor Resolution 2024-01 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Acquisition Due Diligence Package

Ms. Kilinski stated this is an exercise we go through every year, pulling all the plats that have been recorded, making sure we have everything we need on real property as it is occurring. At the next meeting we will bring back a comprehensive outline of that and send it to staff to begin looking at the condition of landscaping, condition of ponds, that kind of thing. We are going through that process now and at your next meeting we should be prepared to recommend acquisition of all that real property and improvements that have been constructed to date. There is no specific action for you to take today.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

Mr. Oliver stated we are getting ready for the FY25 budget process with the proposed budget to be presented in June and the budget hearing for adoption to be held in August. We will discuss board guidance and Fiscal Year 2024/2025 Budget priorities at our next meeting.

i. Approval of Check Register Summary

On MOTION by Ms. Castille seconded by Mr. Ghazvini with all in favor the check run was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests

Ms. Castille stated I want to make sure that the residents have enough notice that the room will be closed for the election process.

Mr. Adams stated I have lived here for six years. What is the status of our taxes going up? They have gone up at least twice in unbelievable amounts. We went from \$500 when we first moved here to \$1,000 or \$1,500.

Mr. Oliver stated there are two components to the CDD assessment, one is the debt service to pay the bonds that were issued to build the infrastructure, that is a fixed amount that stays constant for 30-years unless they are refinanced to a lower rate. The operations and maintenance component, changes with the cost of maintaining the facility, staffing the facility and that does change. Right now, your budget is heavily subsidized by the developer so you have assessments and developer contributions and that is what pays the bills. Typically, what you have for

assessments on the O&M side are typical for CDDs. Earlier in this meeting I mentioned we are going to start the budget process with discussion at the next meeting, bring a proposed budget in June for approval, and set a public hearing for resident comment and budget adoption in August. If there is to be a proposed assessment increase, which has not been yet determined, there will be mailed notice to all Canopy property owners, so they will be informed of the proposed increase and August public hearing. Residents will have the opportunity to contact staff with questions and comments, and can reach out to board members with their budget concerns. Regardless of whether assessments are proposed to increase or stay flat, a public hearing preceding budget adoption will be held in August.

Mr. Asbury stated the first part of it was the debt service and that is what you were paying originally. We didn't charge the rest of it until we built this facility and once this facility was built, we went from just the debt to what was disclosed when you bought your house. There are no plans to increase that, it comes down to if we are covering the costs that we need to cover and if we are not then we might have to increase it. We built the roads we built this facility.

Mr. Adams stated it would be nice to have that in writing. The taxes doubled.

Mr. Asbury stated we did that. In meetings we explained that.

Mr. Adams stated I have only attended one meeting.

Mr. Oliver stated one thing to point out, you have a budget partially funded by assessments and the developer is making up the difference through developer contributions. Eventually the district will be self-sustaining, funded solely on assessments since the developer leaves the project once completed. While it is unlikely assessments will decrease, at project buildout, assessments will reach a normal levels and future increases will be tied to cost of living increases and future resident board decisions regarding issuances of additional bonds to fund new capital projects. That potential scenario would be when you are governed by five residents on the board.

Additional comments: Trees being down, buffer, non-resident usage of the amenity facilities, report specific issues and staff will check the cameras, pool attendant present on weekends as a result of residents requests, improvement in trails, point of contact for residents, signage with contact number after hours, in emergency situations call 911, lockbox for key for emergency services,

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – April, 11, 2024 at
2:00 p.m. at the Canopy Amenity Center**

Mr. Oliver stated the next scheduled meeting is April 11th at 2:00 p.m. in this location.

On MOTION by Mr. Brady seconded by Mr. Ghazvini with all in favor the meeting adjourned at 2:38 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

March ___, 2024

Canopy Community Development District
c/o Governmental Management Services - North Florida, LLC, District Manager
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Canopy Community Development District
Acquisition of the Canopy Community Development District Improvements

Dear Mr. Oliver:

Ox Bottom Mortgage Holdings, LLC (the “Developer”) has completed and wishes to convey to the District certain improvements, which improvements are more particularly set forth in the Engineer’s Report (defined below) (the “Improvements”). The Developer wishes to convey the Improvements, as addressed in the *Supplemental Engineer’s Report for Series 2018A Bonds*, dated October 2018 (the “Engineer’s Report”), along with all related Work Product and Real Property, pursuant to the terms of that certain Agreement Regarding the Completion of Certain Improvements by and between the Developer and the District, dated November 8, 2018. The estimated value of the Improvements and Work Product is \$ [REDACTED].

Sincerely,

Ox Bottom Mortgage Holdings, LLC

cc: Jennifer Kilinski, District Counsel
J. Keith Dantin, P.E., District Engineer

Acknowledged and Agreed to by:

Jason Ghazvini, Manager
Ox Bottom Mortgage Holdings, LLC

Exhibit A

Identification of Improvements

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

- Canopy Unit 1, Phases 1 through 5, and 8
- Canopy Unit 2, Phase 1
- Canopy Unit 3, Phases 1 through 7
- Canopy Clubhouse

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Sandco LLC <i>Paid in full as of this acquisition and completed.</i>		Earthwork, stormwater, water and waster water, drainage, roadway, landscape & irrigation, and amenities	
WORK PRODUCT:			
Provider	Contract Date	Description	Amount
Dantin Consulting, LLC (work product related to permitting, design services and engineering plans for Project) <i>Paid in full as of this acquisition and completed.</i>			

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF LEON

I, Jason Ghazvini, as Manager of Ox Bottom Mortgage Holdings LLC, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Jason Ghazvini, and I am Manager of Ox Bottom Mortgage Holdings, LLC (the “Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Canopy Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The District’s *Engineer’s Report for Canopy Community Development District*, dated August 2017 as supplemented by the *Supplemental Engineer’s Report for Series 2018A Bonds*, dated October 2018 (collectively, the “Engineer’s Report”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes* (“Improvements”).
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer’s Report.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of March, 2024.

**OX BOTTOM MORTGAGE HOLDINGS,
LLC, a Florida limited liability company**

By: Jason Ghazvini
Its: Manager

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of March 2024, by Jason Ghazvini as Manager of Ox Bottom Mortgage Holdings, LLC, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A
Identification of Improvements

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

- Canopy Unit 1, Phases 1 through 5, and 8
- Canopy Unit 2, Phase 1
- Canopy Unit 3, Phases 1 through 7
- Canopy Clubhouse

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Sandco LLC <i>Paid in full as of this acquisition and completed.</i>		Earthwork, stormwater, water and waster water, drainage, roadway, landscape & irrigation, and amenities	
WORK PRODUCT:			
Provider	Contract Date	Description	Amount
Dantin Consulting, LLC (work product related to permitting, design services and engineering plans for Project) <i>Paid in full as of this acquisition and completed.</i>			

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of March 2024, by **SANDCO, LLC**, a Florida limited liability company, whose address is 4708 Capital Circle NW, Tallahassee, Florida 32303 (“Contractor”), in favor of the **CANOPY COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Leon County, Florida, whose mailing address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for Ox Bottom Mortgage Holdings LLC, developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Composite Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

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

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been compensated in an amount at least equal to \$ [REDACTED] for its services and work related to completion of the Improvements identified in **Exhibit B**, including all payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a partial waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B** up to the amounts set forth in this paragraph.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

[Signature Page Follows]

ATTEST

SANDCO, LLC, a Florida limited liability
company

[print name]

[print name]

By: _____
Its: _____

EXHIBIT A
Contracts for Construction

EXHIBIT B
Identification of Improvements

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

- Canopy Unit 1, Phases 1 through 5, and 8
- Canopy Unit 2, Phase 1
- Canopy Unit 3, Phases 1 through 7
- Canopy Clubhouse

All Improvements are as contemplated by the Engineer’s Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

Canopy CDD Improvements		
Unit 1, Phases 1 through 5 and 8		
Unit 2, Phase 1		
Unit 3, Phases 1 through 7		
Canopy Clubhouse		
Payee – Sandco, LLC	Estimated Value	Remarks
	\$ 	
Improvement Description		
Site work construction and improvements as specified in Contractors Agreement		

WARRANTY, ASSIGNMENT OF RIGHTS AND RELEASE OF RESTRICTIONS ON THE CANOPY COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS WARRANTY, ASSIGNMENT AND RELEASE is made the ___ day of March, 2024, by **Dantin Consulting, LLC**, a Florida limited liability company, whose address is 506 Frank Shaw Road, Tallahassee, Florida 32312 ("Professional"), in favor of the **Canopy Community Development District** ("District"), which is a local unit of special-purpose government situated in Leon County, Florida, and whose mailing address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the District, the receipt and sufficiency of which are hereby acknowledged by the Professional.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction and/or installation of certain infrastructure improvements for Ox Bottom Mortgage Holdings, LLC, developer of lands within the District (the "Developer"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the District anticipates it will acquire the Work Product from Developer, and thereby secure unrestricted rights to use and rely upon the same for any and all purposes, including the purposes for which it was intended.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional hereby further acknowledges it has been paid at least \$ [REDACTED] for the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty, Assignment and Release shall take effect upon execution.

ATTEST

DANTIN CONSULTING, LLC,
a Florida limited liability company

[print name]

By: J. Keith Dantin, P.E.

Its: _____

[print name]

EXHIBIT A

Dantin Consulting, LLC (work product related to permitting, design services and engineering plans for Project)	[contract date]	Civil Design	\$
		Construction Drawings & Permitting	\$

BILL OF SALE AND LIMITED ASSIGNMENT
IMPROVEMENTS AND WORK PRODUCT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ____ day of March 2024, by and between **Ox Bottom Mortgage Holdings LLC**, a Florida limited liability company, whose address for purposes hereof is 4708 Capital Circle NW, Tallahassee, Florida 32303 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Canopy Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

BACKGROUND STATEMENT

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the following improvements, work product, and other interests (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) **Improvements** – All of the right, title, warranty, interest and benefit in the improvements set forth in attached **Exhibit A** (together, “Improvements”); and
- b) **Work Product** - All of the right, title, interest, and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-mentioned improvements (together, “**Work Product**”); and
- c) **Additional Rights** - All of the right, title, interest, and benefit of each of the Grantors, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements and creation of the Work Product.

2. Grantor hereby covenants that, as it relates to Property and interests owned by Grantor: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and

defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

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

Signed, sealed and delivered by:

**OX BOTTOM MORTGAGE
HOLDINGS, LLC,**
a Florida limited liability company

Name: Jason Ghazvini
Title: Manager

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of March 2024, by Jason Ghazvini as Manager of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entity identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF

(NOTARY SEAL)

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

EXHIBIT A

Identification of Improvements

Stormwater Management:

All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District, all located on portions of the real property located within the roadways, stormwater and offsite improvement tracts of: Unit 1, Phases 1 through 5, and 8; Unit 2, Phase 1; Unit 3, Phases 1 through 7; and Canopy Clubhouse, all in accordance with the approved construction plans.

Landscaping, Irrigation & Hardscape:

All plants, trees, timber, shrubbery, other landscaping and plantings, and all portions of the irrigation system now a part of the property constructed in and for the District, all located on portions of the real property located within the improvement tracts of: Unit 1, Phases 1 through 5, and 8; Unit 2, Phase 1; Unit 3, Phases 1 through 7; and Canopy Clubhouse, all in accordance with the approved construction plans.

Roadways:

All roadways, including earthwork, roadbed, surfacing, curb, and drainage systems, as well as pavers, walkways, sidewalks, and related improvements, now a part of the property (but not including any gates or gate-operating mechanisms and related components), now a part of the property constructed in and for the District, all located on portions of the real property located within Unit 1, Phases 1 through 5, and 8; Unit 2, Phase 1; Unit 3, Phases 1 through 7; and Canopy Clubhouse, all in accordance with the approved construction plans.

Amenities:

All amenity facilities, including clubhouse, pool, fitness center, and related facilities, as well as all furnishings, equipment and personal property now a part thereof, located on the real property within Canopy Clubhouse, all in accordance with the approved construction plans.

Executed this ____ day of March 2024.

DANTIN CONSULTING, LLC,
a Florida limited liability company

By: _____
J. Keith Dantin

Its: _____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of March 2024, by J. Keith Dantin as _____ of Dantin Consulting, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entity identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF

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

(NOTARY SEAL)

Exhibit A

Identification of Improvements

Ox Bottom Mortgage Holdings LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

- Canopy Unit 1, Phases 1 through 5, and 8
- Canopy Unit 2, Phase 1
- Canopy Unit 3, Phases 1 through 7
- Canopy Clubhouse

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Sandco LLC <i>Paid in full as of this acquisition and completed.</i>		Earthwork, stormwater, water and waster water, drainage, roadway, and landscape & irrigation	
WORK PRODUCT:			
Provider	Contract Date	Description	Amount
Dantin Consulting, LLC (work product related to permitting, design services and engineering plans for Project) <i>Paid in full as of this acquisition and completed.</i>			

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

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

Parcel Identification No.:

1115204050000, 1115204050000, 1115250000002, 1115280000001, 1115270000001, 1115240000001, 15240000002, 1115240000002 and 11153300A0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of March, 2024, by **Ox Bottom Mortgage Holdings LLC**, a Florida limited liability company, whose address is 4708 Capital Circle NW, Tallahassee, Florida 32303, hereinafter called the “Grantor,” to **Canopy Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter called the “Grantee:”

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Leon County, Florida, described as follows:

Those certain 6.52-acre and 10.054-acre Open Space Tracts; Alley (Block D); and roadway identified as Welaunee Boulevard, as depicted on the Plat of Canopy Unit 1 Phase 1, recorded in Plat Book 22 at Page 52, of the Official Records of Leon County, Florida.

AND

Those certain roadways identified as Sweet Ridge Street, Panther Lane, and Julieanna Lane, as depicted on the Plat of Canopy Unit 1 Phase 2-5, recorded in Plat Book 22 at Page 58, of the Official Records of Leon County, Florida.

AND

That certain Open Space Tract (Behind Block B) and those certain roadways

identified as Sunset Peak Drive, Red Sky Street and Crestline Road, as depicted on the Plat of Canopy Unit 1 Phase 6, recorded in Plat Book 23 at Page 18, of the Official Records of Leon County, Florida.

AND

Those certain Open Space and SWMF (COT) tracts as depicted on the Plat of Canopy Unit 1 Phase 8, recorded in Plat Book 22 at Page 99, of the Official Records of Leon County, Florida.

AND

That certain Open Space (Phase 1) tract, alley identified as Mews Landing, and roadway identified as Education Way, as depicted on the Plat of Canopy Unit 3 Phase 1 & 7, recorded in Plat Book 23 at Page 17, of the Official Records of Leon County, Florida.

AND

That certain Open Space tract, alley identified as Blue Blossom Trail, and roadway identified as Education Way, as depicted on the Plat of Canopy Unit 3 Phase 2, recorded in Plat Book 23 at Page 78, of the Official Records of Leon County, Florida.

AND

Lot 1, Block A and those certain roadways identified as Dempsey Mayo Road and Crestline Road, as depicted on the Plat of Canopy Clubhouse, recorded in Plat Book 24 at Page 33, of the Official Records of Leon County, Florida.

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

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

GRANT OF EASEMENTS

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

Those certain Drainage Easements as identified on the Plat entitled Canopy Unit 1 Phase 2-5, recorded in Plat Book 22 at Page 58; those certain 10' and 20' Drainage Easements as identified on the Plat entitled Canopy Unit 3 Phases 1&7, as recorded in Plat Book 23, Page 17; those certain Drainage Easements as identified on the Plat identified as Canopy Unit 3 Phase 2, recorded in Plat Book 23 at Page 78; those certain 4' Drainage Easements as identified on the Plat of Canopy Unit 3 Phase 6, as recorded in Plat Book 23 at Page 92; and that certain Access Easement (for use of Lot 1, Block A) as identified on the Plat of Canopy Clubhouse, recorded in Plat Book 24 at Page 33, each in the Official Records of Leon County, Florida (together, "Easement Areas"); and, with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing utilities, stormwater, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan.

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

RESERVATION OF EASEMENTS

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

[signatures on following page]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

**OX BOTTOM MORTGAGE HOLDINGS
LLC, a Florida limited liability company**

Printed Name: _____
4708 Capital Circle NW
Tallahassee, Florida 32303

By: _____
Jason Ghazvini, Manager
4708 Capital Circle NW
Tallahassee, Florida 32303

Printed Name: _____
4708 Capital Circle NW
Tallahassee, Florida 32303

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of March 2024, by Jason Ghazvini as Manager of Ox Bottom Mortgage Holdings, LLC, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

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

FIFTH ORDER OF BUSINESS

AGREEMENT BETWEEN CANOPY COMMUNITY DEVELOPMENT DISTRICT AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this ___ day of March 2024, by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Tallahassee, Florida, with a mailing address c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

HALFF ASSOCIATES, INC., a Texas corporation, with a local mailing address of 2255 Killearn Center Boulevard, Suite 200, Tallahassee, Florida 32309 (“**Engineer**”, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board of Supervisors in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by the Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing

requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. Engineer shall request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on the Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A (“Work Authorization”)**. Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$3,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

15. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District’s officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney’s fees, which may come against the District and the District’s officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of Three Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer

agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

17. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

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

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

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

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, OR BY EMAIL AT JOLIVER@GMSNF.COM , OR BY REGULAR MAIL AT C/O GOVERNMENTAL MANAGEMENT SERVICES, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

19. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Leon County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to District: Canopy CDD
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Engineer: Half Associates, Inc.
2255 Killearn Center Boulevard, Suite 200
Tallahassee, Florida 32309

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 Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Remainder of Page Left Blank, Signature Page Follows]

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

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

HALFF ASSOCIATES, INC.

By: _____
Its: _____

- Exhibit A: Form of Work Authorization**
- Exhibit B: Hourly Fee Schedule**

EXHIBIT A

Form of Work Authorization

Canopy Community Development District
Leon County, Florida

Subject: **Work Authorization Number ____**
Canopy Community Development District

Dear Chairperson, Board of Supervisors:

Halff Associates, Inc. (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for Canopy Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated _____, 2024 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$_____. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$_____, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

Canopy Community Development District

Halff Associates, Inc.

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT B

Hourly Fee Schedule

[to be provided by Engineer]

SIXTH ORDER OF BUSINESS

Mailing Address

Post Office Box 1835
Tallahassee, Florida 32302-1835
(850) 606-4700

www.leontaxcollector.net



Main Office

Metropolitan Administrative Office
1276 Metropolitan Blvd., Suite 102
Tallahassee, FL 32312

(Overnight/Express Mail Accepted)

March 29, 2024

Governmental Management Services, LLC (GMC)
For: Canopy Community Development District
Attn: Sarah Sweeting
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: 2024 –Canopy CDD Uniform Method for Collection

Dear Ms. Sweeting:

This document will serve as an Agreement with the Tax Collector's Office for an annual compensation or commission at 3% of the amount of non-ad valorem assessments collected and distributed. This Agreement shall be in place for the Canopy CDD Assessment Roll for the year 2024.

This is the Agreement intended by the Tax Collector's Office. Please execute below and return the **original** to this office.

Sincerely,

Doris Maloy, Tax Collector

AGREED this _____ day of _____, 2024.

Signature of Chairman
Canopy Community Development District

EIGHTH ORDER OF BUSINESS

C.

1.

Canopy Community Development District

Check Register Summary

January 1, 2024 to February 29, 2024

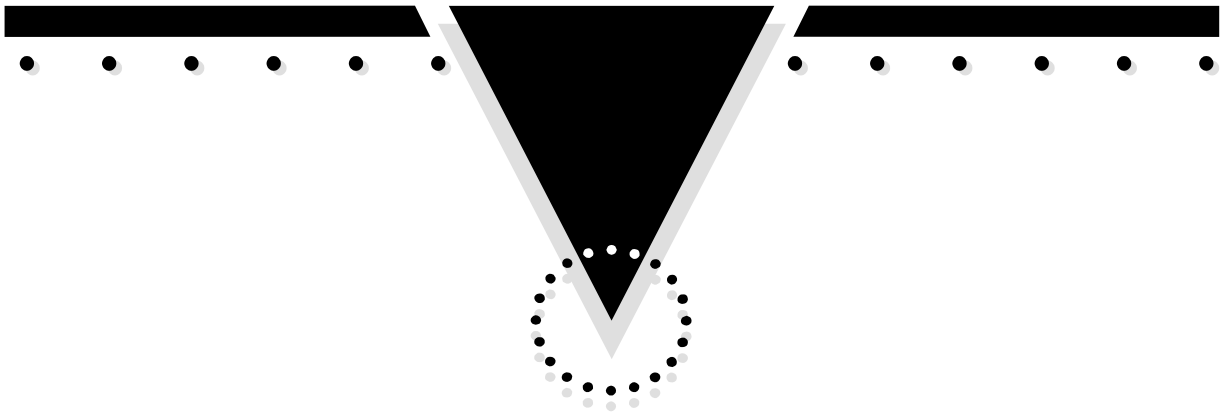
Bank	Date	Check No.'s		Amount
General Fund	1/5/24	535-537	\$	259,400.82
	1/8/24	538-541	\$	16,613.48
	1/23/24	542-545	\$	5,999.22
	1/30/24	546	\$	750.00
	2/8/24	547-552	\$	20,446.96
	2/28/24	553-555		6566.66
			\$	309,777.14

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/02/24	00040	9/20/23	1735335	202310	330	53800	45900		OCT DUMPSTER MARPAN SUPPLY COMPANY, INC.	V	33.48-	33.48-	000507
1/05/24	00022	1/05/24	01052024	202401	300	20700	10100		11.15 FY24 ASSESSMENTS	*	76.91		
		1/05/24	01052024	202401	300	20700	10100		11.28 FY24 ASSESSMENTS	*	5,648.44		
		1/05/24	01052024	202401	300	20700	10100		12.13 FY24 ASSESSMENTS	*	37,256.59		
		1/05/24	01052024	202401	300	20700	10100		12.22 FY24 ASSESSMENTS	*	20,797.45		
									CANOPY CDD			63,779.39	000535
1/05/24	00026	1/05/24	01052024	202401	300	20700	10100		11.15 FY24 ASSESSMENTS	*	125.41		
		1/05/24	01052024	202401	300	20700	10100		11.28 FY24 ASSESSMENTS	*	9,211.24		
		1/05/24	01052024	202401	300	20700	10100		12.13 FY24 ASSESSMENTS	*	60,756.50		
		1/05/24	01052024	202401	300	20700	10100		12.22 FY24 ASSESSMENTS	*	33,915.61		
									CANOPY CDD			104,008.76	000536
1/05/24	00010	1/05/24	01052024	202401	300	20700	10100		11.15 FY24 ASSESSMENTS	*	110.51		
		1/05/24	01052024	202401	300	20700	10100		11.28 FY24 ASSESSMENTS	*	8,116.38		
		1/05/24	01052024	202401	300	20700	10100		12.13 FY24 ASSESSMENTS	*	53,534.90		
		1/05/24	01052024	202401	300	20700	10100		12.22 FY24 ASSESSMENTS	*	29,884.36		
									CANOPY CDD			91,646.15	000537
1/08/24	00040	12/20/23	1744930	202401	330	53800	45900		JAN DUMPSTER MARPAN SUPPLY COMPANY, INC.	*	33.48	33.48	000538
1/08/24	00030	1/01/24	18147262	202401	330	53800	45505		JAN POOL MAINTENANCE PREMIER POOLS OF TALLAHASSEE	*	2,300.00	2,300.00	000539
1/08/24	00029	1/01/24	6388	202401	330	53800	34500		JAN SECURITY TEKPRO INC.	*	180.00	180.00	000540
									CANO CANOPY CDD				AMOSSING

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/08/24	00027	1/02/24	3408	202401	320-53800-46200		JAN LANDSCAPE MAINTENANCE TRULY TAILORED LANDSCAPING LLC	*	14,100.00	14,100.00	000541
1/23/24	00031	1/02/24	07569589	202401	330-53800-41000		JAN CABLE DIRECTV	*	323.85	323.85	000542
1/23/24	00012	1/05/24	18	202401	310-51300-31300		SERIES 2018A2 AMORT SCHED DISCLOSURE SERVICES	*	100.00	100.00	000543
1/23/24	00001	1/01/24	89	202401	310-51300-34000		JAN MANAGEMENT FEES	*	3,408.58		
		1/01/24	89	202401	310-51300-35100		JAN INFO TECH	*	326.83		
		1/01/24	89	202401	310-51300-31300		JAN DISSEM AGENT SERVICES	*	666.67		
		1/01/24	89	202401	310-51300-51000		OFFICE SUPPLIES	*	.27		
		1/01/24	89	202401	310-51300-42000		POSTAGE	*	32.53		
		1/01/24	89	202401	310-51300-42500		COPIES	*	5.70		
							GOVERNMENTAL MANAGEMENT SERVICES			4,440.58	000544
1/23/24	00039	1/13/24	8330	202312	310-51300-31500		DEC GENERAL COUNSEL KILINSKI VAN WYK, PLLC	*	1,134.79	1,134.79	000545
1/30/24	00028	1/22/24	4731	202401	330-53800-51200		JAN JANITORIAL COLBY A CLAYTON DBA TALLAHASSEE	*	750.00	750.00	000546
2/08/24	00040	9/20/23	1735335	202310	330-53800-45900		OCT DUMPSTER MARPAN SUPPLY COMPANY, INC.	*	33.48	33.48	000547
2/08/24	00040	1/20/24	1748062	202402	330-53800-45900		FEB DUMPSTER MARPAN SUPPLY COMPANY, INC.	*	33.48	33.48	000548
2/08/24	00030	2/01/24	18147579	202402	330-53800-45505		FEB POOL MAINTENANCE PREMIER POOLS OF TALLAHASSEE	*	2,300.00	2,300.00	000549
							CANO CANOPY CDD AMOSSING				

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
2/08/24	00030	2/06/24 18147888	202402 330-53800-45505	NEW MTOR & SEALS FOR PUMP	*	3,800.00	
				PREMIER POOLS OF TALLAHASSEE			3,800.00 000550
2/08/24	00029	2/01/24 6530	202402 330-53800-34500	FEB SECURITY	*	180.00	
				TEKPRO INC.			180.00 000551
2/08/24	00027	2/01/24 3478	202402 320-53800-46200	FEB LANDSCAPE MAINTENANCE	*	14,100.00	
				TRULY TAILORED LANDSCAPING LLC			14,100.00 000552
2/28/24	00001	2/01/24 90	202402 310-51300-34000	FEB MANAGEMENT FEES	*	3,408.58	
		2/01/24 90	202402 310-51300-35100	FEB INFO TECH	*	326.83	
		2/01/24 90	202402 310-51300-31300	FEB DISSEM AGENT SERVICES	*	666.67	
		2/01/24 90	202402 310-51300-51000	OFFICE SUPPLIES	*	.39	
		2/01/24 90	202402 310-51300-42000	POSTAGE	*	133.58	
		2/01/24 90	202402 310-51300-42500	COPIES	*	29.25	
		2/01/24 90	202402 310-51300-49000	MEETING ROOM 12/14/23	*	202.86	
				GOVERNMENTAL MANAGEMENT SERVICES			4,768.16 000553
2/28/24	00039	2/11/24 8578	202401 310-51300-31500	JAN GENERAL COUNSEL	*	1,048.50	
				KILINSKI VAN WYK, PLLC			1,048.50 000554
2/28/24	00028	2/22/24 4784	202402 330-53800-51200	FEB JANITORIAL	*	750.00	
				COLBY A CLAYTON DBA TALLAHASSEE			750.00 000555
				TOTAL FOR BANK A		309,777.14	
				TOTAL FOR REGISTER		309,777.14	

2.



Canopy

Community Development District

Unaudited Financial Reporting
February 29, 2024



TABLE OF CONTENTS

1	<u>Balance Sheet</u>
2-3	<u>General Fund Statement</u>
4	<u>Debt Service Statement Series 2018 A1 & A2</u>
5	<u>Debt Service Statement Series 2018 A3</u>
6	<u>Debt Service Statement Series 2018 A4</u>
7	<u>Capital Projects Fund</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt</u>
11	<u>Assessment Receipts Schedule</u>

**Canopy
Community Development District**

Balance Sheet
February 29, 2024

Governmental Fund Types

	<u>General Fund</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals</u> <u>(memorandum only)</u>
<u>Assets</u>				
Cash				
Operating	\$232,105	---	---	\$232,105
Capital Projects	---	---	\$605	\$605
Welaunee	---	---	\$832	\$832
Assessment Receivable	---	---	---	\$0
Due from Developer	---	---	---	\$0
Due from General Fund	---	\$3,874	---	\$3,874
Due from Other	---	---	---	\$0
Investments:				
<u>Series 2018 A1 & A2:</u>				
Reserve A1	---	\$82,103	---	\$82,103
Revenue A1	---	\$104,638	---	\$104,638
Revenue A2	---	\$68,075	---	\$68,075
Interest A2	---	---	---	\$0
Prepayment A2	---	\$85	---	\$85
Acquisition & Construction	---	---	\$4,504	\$4,504
<u>Series 2018 A3:</u>				
Reserve	---	\$104,688	---	\$104,688
Revenue	---	\$121,328	---	\$121,328
Interest	---	---	---	\$0
Acquisition & Construction	---	---	\$5,640	\$5,640
<u>Series 2018 A4:</u>				
Reserve	---	\$32,714	---	\$32,714
Revenue	---	\$99,484	---	\$99,484
Acquisition & Construction	---	---	\$5,528	\$5,528
Prepaid Expenses	\$759	---	---	\$759
Total Assets	\$232,863	\$616,989	\$17,109	\$866,962
<u>Liabilities</u>				
Accounts Payable	\$17,903	---	---	\$17,903
Retainage Payable	---	---	\$78,167	\$78,167
Contracts Payable	---	---	\$174,851	\$174,851
Due to Debt Service	\$3,874	---	---	\$3,874
Due to Developer/CDD	---	---	\$405,893	\$405,893
<u>Fund Equity</u>				
Fund Balances				
Unassigned	\$210,327	---	---	\$210,327
Nonspendable- Prepaid	\$759	---	---	\$759
Restricted for Capital Projects	---	---	(\$641,801)	(\$641,801)
Restricted for Debt Service	---	\$616,989	---	\$616,989
Total Liabilities, Fund Equity, Other	\$232,863	\$616,989	\$17,109	\$866,962

Canopy
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending February 29, 2024

	Adopted Budget	Prorated Budget 02/29/24	Actuals 02/29/24	Variance
Revenues				
Maintenance Assessments- Tax Roll	\$ 321,064	\$ 316,760	\$ 316,760	\$ -
Maintenance Assessments- Direct Bills(Premier)	\$ 166,905	\$ 69,544	\$ 69,544	\$ 0
Maintenance Assessments- Direct Bills(Ox Bottom)	\$ 85,340	\$ 35,558	\$ -	\$ (35,558)
Developer Contributions	\$ 71,553	\$ 29,814	\$ 7,077	\$ (22,737)
Miscellaneous Income (Rentals)	\$ 1,000	\$ 417	\$ 75	\$ (342)
Total Revenue	\$ 645,862	\$ 452,092	\$ 393,455	\$ (58,637)
Expenditures				
<u>Administrative</u>				
Engineering	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 8,000	\$ 3,333	\$ 3,433	\$ (100)
Amortization Schedule	\$ 2,000	\$ -	\$ -	\$ -
Attorney	\$ 35,000	\$ 14,583	\$ 7,427	\$ 7,156
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 10,000	\$ 9,001	\$ 9,001	\$ -
Management Fees	\$ 40,903	\$ 17,043	\$ 17,043	\$ 0
Information Technology	\$ 3,922	\$ 1,634	\$ 1,634	\$ 0
Travel	\$ 50	\$ 21	\$ -	\$ 21
Telephone	\$ 250	\$ 104	\$ 15	\$ 89
Postage	\$ 1,000	\$ 417	\$ 410	\$ 7
Printing & Binding	\$ 1,500	\$ 625	\$ 45	\$ 580
Insurance-Liability	\$ 6,500	\$ 6,500	\$ 5,576	\$ 924
Legal Advertising	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Other Current Charges	\$ 3,000	\$ 1,250	\$ 399	\$ 851
Office Supplies	\$ 750	\$ 313	\$ 163	\$ 149
Dues, License, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Administration Subtotal	\$ 135,500	\$ 63,991	\$ 48,272	\$ 15,719
<u>Common Area Maintenance:</u>				
Field Services	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Porter Services	\$ 6,000	\$ 2,500	\$ -	\$ 2,500
Landscape Maintenance	\$ 140,000	\$ 58,333	\$ 73,147	\$ (14,814)
Landscape Contingency	\$ 13,500	\$ 5,625	\$ 15,358	\$ (9,733)
Plant Replacement	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Irrigation - Repairs	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Irrigation - Water	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Irrigation - Electric	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Wetland Mitigation and Monitoring	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Lake Maintenance	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Dove Pond Dam Surety Bond	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Repairs and Maintenance	\$ 12,500	\$ 5,208	\$ -	\$ 5,208
Operating Supplies	\$ 1,250	\$ 521	\$ -	\$ 521
Total Common Area Maintenance	\$ 232,750	\$ 96,979	\$ 88,505	\$ 8,474

Canopy
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending February 29, 2024

	Adopted Budget	Prorated Budget 02/29/24	Actuals 02/29/24	Variance
<i>Amenity Center:</i>				
Amenity Management Staffing	\$ 35,000	\$ 14,583	\$ -	\$ 14,583
Janitorial	\$ 15,000	\$ 6,250	\$ 3,835	\$ 2,415
Landscape Maintenance	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Pool Maintenance	\$ 27,600	\$ 11,500	\$ 15,300	\$ (3,800)
Pool Chemicals	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Pool Permits	\$ 750	\$ 313	\$ -	\$ 313
Utilities	\$ 39,500	\$ 16,458	\$ 13,700	\$ 2,758
Trash	\$ 2,400	\$ 1,000	\$ 167	\$ 833
Pest Control	\$ 1,200	\$ 500	\$ -	\$ 500
Termite Bond	\$ 750	\$ 313	\$ -	\$ 313
Insurance - Property	\$ 15,500	\$ 15,500	\$ 14,381	\$ 1,119
Cable/Internet	\$ 7,500	\$ 3,125	\$ 1,589	\$ 1,536
Access Cards	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Activities	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Security/Alarms/Repair	\$ 15,000	\$ 6,250	\$ 2,609	\$ 3,641
Repairs and Maintenance	\$ 15,000	\$ 6,250	\$ 239	\$ 6,011
Office Supplies	\$ 2,000	\$ 833	\$ -	\$ 833
Holiday Decorations	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Total Amenity Center	\$ 219,200	\$ 100,375	\$ 51,820	\$ 48,555
<i>Other</i>				
Contingency	\$ 18,412	\$ -	\$ -	\$ -
Capital Reserve	\$ 40,000	\$ -	\$ -	\$ -
Total Other	\$ 58,412	\$ -	\$ -	\$ -
Total Expenditures	\$ 645,862	\$ 261,345	\$ 188,597	\$ 72,748
Excess Revenues/ (Expenditures)	\$ (0)		\$ 204,858	
Beginning Fund Balance	\$ -		\$ 6,228	
Ending Fund Balance	\$ (0)		\$ 211,086	

Canopy
Community Development District
Debt Service Fund Series 2018 A-1 & A-2
Statement of Revenues & Expenditures
For the Period Ending February 29, 2024

	Adopted Budget	Prorated Budget 2/29/24	Actual 2/29/24	Variance
Revenues				
Special Assessments- Tax Roll	\$ 94,279	\$ 93,015	\$ 93,015	\$ -
Special Assessments- Direct A1	\$ 70,029	\$ 48,034	\$ 48,034	\$ -
Special Assessments- Direct A2	\$ 182,000	\$ 131,395	\$ 131,395	\$ -
Special Assessments- Prepayments	\$ -	\$ -	\$ 9,333	\$ 9,333
Interest Income	\$ 2,000	\$ 833	\$ 4,161	\$ 3,328
Total Revenues	\$ 348,308	\$ 273,277	\$ 285,938	\$ 12,661
Expenditures				
Interfund Transfer Out	\$ 600	\$ 250	\$ 1,870	\$ (1,620)
<u>Series 2018A-1</u>				
Interest-11/1	\$ 64,121	\$ 64,121	\$ 64,121	\$ (0)
Interest-5/1	\$ 64,121	\$ -	\$ -	\$ -
Principal-5/1	\$ 35,000	\$ -	\$ -	\$ -
<u>Series 2018A-2</u>				
Interest-11/1	\$ 72,109	\$ 72,109	\$ 71,801	\$ 308
Interest-2/1	\$ -	\$ -	\$ 154	\$ (154)
Special Call-2/1	\$ -	\$ -	\$ 10,000	\$ (10,000)
Interest-5/1	\$ 72,109	\$ -	\$ -	\$ -
Principal-5/1	\$ 40,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 347,460	\$ 136,230	\$ 147,946	\$ (11,466)
Excess Revenues/(Expenditures)	\$ 848		\$ 137,991	
Beginning Fund Balance	\$ 214,178		\$ 118,278	
Ending Fund Balance	\$ 215,026		\$ 256,269	

Due from Gf	\$ 1,369
Reserve A1	\$ 82,103
Revenue A1	\$ 104,638
Revenue A2	\$ 68,075
Interest A2	----
Prepayment A2	\$ 85
Total	\$ 256,269

Canopy
Community Development District
Debt Service Fund Series 2018 A-3
Statement of Revenues & Expenditures
For the Period Ending February 29, 2024

	Adopted Budget	Prorated Budget 2/29/24	Actual 2/29/24	Variance
Revenues				
Special Assessments- Tax Roll	\$ 111,997	\$ 105,562	\$ 105,562	\$ -
Special Assessments- Direct Bills	\$ 102,379	\$ 86,065	\$ 86,065	\$ -
Interest Income	\$ 1,000	\$ 417	\$ 3,241	\$ 2,824
Total Revenues	\$ 215,375	\$ 192,043	\$ 194,867	\$ 2,824
Expenditures				
Interfund Transfer Out	\$ 750	\$ 313	\$ 2,328	\$ (2,016)
Series 2018A-3				
Interest-11/1	\$ 83,125	\$ 83,125	\$ 83,125	\$ -
Interest-5/1	\$ 83,125	\$ -	\$ -	\$ -
Principal-5/1	\$ 40,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 207,000	\$ 83,438	\$ 85,453	\$ (2,016)
Excess Revenues/(Expenditures)	\$ 8,375		\$ 109,414	
Beginning Fund Balance	\$ 95,288		\$ 118,155	
Ending Fund Balance	\$ 103,663		\$ 227,569	
		Due from GF	\$ 1,553	
		Reserve	\$ 104,688	
		Revenue	\$ 121,328	
		Interest	----	
		Total	\$ 227,569	

Canopy

Community Development District

Debt Service Fund Series 2018 A-4
Statement of Revenues & Expenditures
For the Period Ending February 29, 2024

	Adopted Budget	Prorated Budget 2/29/24	Actual 2/29/24	Variance
Revenues				
Special Assessments- Tax Roll	\$ 65,612	\$ 64,732	\$ 64,732	\$ -
Interest Income	\$ 500	\$ 208	\$ 1,912	\$ 1,704
Total Revenues	\$ 66,112	\$ 64,940	\$ 66,644	\$ 1,704
Expenditures				
Interfund Transfer Out	\$ 250	\$ 104	\$ 728	\$ (623)
<u>Series 2018A-4</u>				
Interest-11/1	\$ 23,023	\$ 23,023	\$ 23,023	\$ -
Interest-5/1	\$ 23,023	\$ -	\$ -	\$ -
Principal-5/1	\$ 15,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 61,296	\$ 23,127	\$ 23,750	\$ (623)
Excess Revenues/(Expenditures)	\$ 4,816		\$ 42,894	
Beginning Fund Balance	\$ 51,457		\$ 90,257	
Ending Fund Balance	\$ 56,273		\$ 133,151	

Due from General	\$ 952
Reserve	\$ 32,714
Revenue	\$ 99,484
Total	\$ 133,151

Canopy
Community Development District
 Capital Projects Fund
 Statement of Revenues & Expenditures
 For the Period Ending February 29, 2024

	Series 2018 A-1 & A-2	Series 2018 A-3	Series 2018 A-4	Capital Projects	Welaunee
Revenues					
Interest Income	\$73	\$562	\$111	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$0	\$0
Interfund Transfer In	\$1,870	\$1,859	\$728	\$0	\$0
Total Revenues	\$1,943	\$2,421	\$839	\$0	\$0
Expenditures					
Capital Outlay- Construction	\$0	\$0	\$0	\$0	\$0
Capital Outlay- General	\$0	\$0	\$0	\$0	\$0
Capital Outlay-3A	\$0	\$0	\$0	\$0	\$0
Capital Outlay-3B	\$0	\$0	\$0	\$0	\$0
Professional Fees	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$192	\$192
Total Expenditures	\$0	\$0	\$0	\$192	\$192
<u>Other Sources/(Uses)</u>					
Transfer In/Out	\$0	\$0	\$0	\$0	\$0
Total Other Sources/ (Uses)	\$0	\$0	\$0	\$0	\$0
Excess Revenues/(Expenditures)	\$1,943	\$2,421	\$839	(\$192)	(\$192)
Beginning Fund Balance	\$2,561	\$3,219	\$4,689	\$797	(\$657,887)
Ending Fund Balance	\$4,504	\$5,640	\$5,528	\$605	(\$658,079)

Canopy
Community Development District
Long Term Debt Report

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.000%, 6.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$82,146
RESERVE FUND BALANCE	\$82,146
BONDS OUTSTANDING - 11/08/18	\$2,225,000
LESS: PRINCIPAL PAYMENT - 05/01/20	(\$25,000)
LESS: PRINCIPAL PAYMENT - 05/01/21	(\$30,000)
LESS: PRINCIPAL PAYMENT - 05/01/22	(\$30,000)
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$35,000)
CURRENT BONDS OUTSTANDING	\$2,105,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	NOT SECURED - N/A
RESERVE FUND REQUIREMENT	\$0
RESERVE FUND BALANCE	\$0
BONDS OUTSTANDING - 11/08/18	\$5,480,000
LESS: SPECIAL CALL - 05/01/19	(\$110,000)
LESS: SPECIAL CALL - 08/01/19	(\$305,000)
LESS: SPECIAL CALL - 11/01/19	(\$405,000)
LESS: SPECIAL CALL - 02/01/20	(\$60,000)
LESS: SPECIAL CALL - 05/01/20	(\$10,000)
LESS: SPECIAL CALL - 08/01/20	(\$75,000)
LESS: SPECIAL CALL - 02/01/21	(\$30,000)
LESS: SPECIAL CALL - 05/01/21	(\$30,000)
LESS: SPECIAL CALL - 08/01/21	(\$265,000)
LESS: SPECIAL CALL - 11/01/21	(\$55,000)
LESS: SPECIAL CALL - 02/01/22	(\$170,000)
LESS: PRINCIPAL PAYMENT - 05/01/22	(\$55,000)
LESS: SPECIAL CALL - 05/01/22	(\$185,000)
LESS: SPECIAL CALL - 08/01/22	(\$240,000)
LESS: SPECIAL CALL - 11/01/22	(\$165,000)
LESS: SPECIAL CALL - 02/01/23	(\$145,000)
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$45,000)
LESS: SPECIAL CALL - 05/01/23	(\$785,000)
LESS: SPECIAL CALL - 02/01/24	(\$10,000)
CURRENT BONDS OUTSTANDING	\$2,335,000

SERIES 2018A-3, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.250%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$104,688
RESERVE FUND BALANCE	\$104,688
BONDS OUTSTANDING - 11/08/18	\$2,735,000
LESS: PRINCIPAL PAYMENT - 05/01/22	(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$40,000)
CURRENT BONDS OUTSTANDING	\$2,660,000

SERIES 2018A-4, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	5.000%, 5.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$32,714
RESERVE FUND BALANCE	\$32,714
BONDS OUTSTANDING - 11/08/18	\$965,000
LESS: PRINCIPAL PAYMENT - 05/01/20	(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/21	(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/22	(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$15,000)
CURRENT BONDS OUTSTANDING	\$905,000

Canopy
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

Gross Assessments \$ 345,230.50 \$ 101,375.00 \$ 115,050.00 \$ 70,550.00 \$632,205.50
Net Assessments \$ 321,064.37 \$ 94,278.75 \$ 106,996.50 \$ 65,611.50 \$587,951.12

ON ROLL ASSESSMENTS

						54.61%	16.04%	18.20%	11.16%	100.00%
Date	Distribution	Gross Amount	Commissions	Interest	Net Receipts	O&M Portion	2018A-1 Debt Service Portion	2018A-3 Debt Service Portion	2018A-4 Debt Service Portion	Total
11/15/23	ACH	\$710.47	(\$21.31)	\$0.00	\$689.16	\$376.33	\$110.51	\$125.41	\$76.91	\$689.16
11/28/23	ACH	\$52,181.66	(\$1,565.45)	\$0.00	\$50,616.21	\$27,640.15	\$8,116.38	\$9,211.24	\$5,648.44	\$50,616.21
12/13/23	ACH	\$344,185.57	(\$10,325.57)	\$0.00	\$333,860.00	\$182,312.01	\$53,534.90	\$60,756.50	\$37,256.59	\$333,860.00
12/22/23	ACH	\$192,131.94	(\$5,763.96)	\$0.00	\$186,367.98	\$101,770.56	\$29,884.36	\$33,915.61	\$20,797.45	\$186,367.98
1/12/24	ACH	\$4,894.39	(\$146.83)	\$0.00	\$4,747.56	\$2,592.51	\$761.28	\$863.97	\$529.80	\$4,747.56
2/15/24	ACH	\$1,309.77	\$0.00	\$0.00	\$1,309.77	\$715.24	\$210.02	\$238.35	\$146.16	\$1,309.77
2/23/24	ACH	\$2,554.37	(\$76.63)	\$0.00	\$2,477.74	\$1,353.03	\$397.31	\$450.90	\$276.50	\$2,477.74
TOTAL		\$ 597,968.17	\$ (17,899.75)	\$ -	\$ 580,068.42	\$ 316,759.83	\$ 93,014.76	\$ 105,561.98	\$ 64,731.85	\$580,068.42

99% Net Percent Collected

DIRECT BILL ASSESSMENTS

Premier Investment Fund, LLC					
		Net Assessments		\$166,904.99	
Date Received	Due Date	Net Assessed	Amount Received	General Fund	
10/1/23	10/1/23	\$13,908.75	\$13,908.75	\$13,908.75	
11/1/23	11/1/23	\$13,908.75	\$13,908.75	\$13,908.75	
12/1/23	12/1/23	\$13,908.75	\$13,908.75	\$13,908.75	
1/1/24	1/1/24	\$13,908.75	\$13,908.75	\$13,908.75	
2/1/24	2/1/24	\$13,908.75	\$13,908.75	\$13,908.75	
		\$ 69,543.75	\$ 69,543.75	\$ 69,543.75	

Ox Bottom Mortgage Holdings, LLC					
		Net Assessments		\$85,339.59	
Date Received	Due Date	Net Assessed	Amount Received	General Fund	
		\$ -	\$ -	\$ -	

Ox Bottom Mortgage Holdings, LLC					
		Net Assessments		\$70,029.00	
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-1 Debt Service Fund	
	4/1/24	\$5,835.75	\$0.00	\$0.00	
	9/1/24	\$64,193.25	\$0.00	\$0.00	
		\$ 70,029.00	\$ -	\$ -	

Ox Bottom Mortgage Holdings, LLC					
		Net Assessments		\$42,070.88	
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-3 Debt Service Fund	
	4/1/24	\$3,505.91	\$0.00	\$0.00	
	9/1/24	\$38,564.97	\$0.00	\$0.00	
		\$ 42,070.88	\$ -	\$ -	

Ox Bottom Mortgage Holdings, LLC					
		Net Assessments		\$60,307.63	
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-3 Debt Service Fund	
	4/1/24	\$5,025.64	\$0.00	\$0.00	
	9/1/24	\$55,281.99	\$0.00	\$0.00	
		\$ 60,307.63	\$ -	\$ -	