

*Hammock Reserve
Community Development District*

Agenda

March 10, 2021

AGENDA

Hammock Reserve

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

March 3, 2021

**Board of Supervisors
Hammock Reserve
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Hammock Reserve Community Development District** will be held **Wednesday, March 10, 2021 at 2:45 PM** at **346 E. Central Ave., Winter Haven, FL 33880.**

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

Meeting ID: 918 3023 1396

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the January 20, 2021 Board of Supervisors Meeting
4. Consideration of Resolution 2021-06 Appointing Treasurer and Assistant Treasurer
5. Ranking of Proposals Received for Construction Services for Phase 2
6. Consideration of Phase 2 Temporary Construction and Access Easement Agreement
7. Consideration of Construction Funding Agreement
8. Consideration of Phase 2 Bond Issuance Representation Letter from Hopping, Green & Sams
9. Consideration of Proposals for Series 2020 AA1 Arbitrage Rebate Services
 - A. Grau
 - B. AMTEC

¹ Comments will be limited to three (3) minutes

10. Consideration of Fee Increase Letter for District Counsel Services from Hopping, Green & Sams
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Summary of Series 2020 (AA1) Requisitions #26 to #36
12. Other Business
13. Supervisors Requests and Audience Comments
14. Adjournment

The second order of business is the Public Comment Period.

The third order of business is the Approval of Minutes of the January 20, 2021 Board of Supervisors Meeting. The minutes are enclosed for your review.

The fourth order of business is the Consideration of Resolution 2021-06 Appointing Treasurer and Assistant Treasurer. A copy of the resolution is enclosed for your review.

The fifth order of business is the Ranking of Proposals Received for Construction Services for Phase 2. The ranking are enclosed for your review.

The sixth order of business is the Consideration of Phase 2 Temporary Construction and Access Easement Agreement. The agreement is enclosed for your review.

The seventh order of business is the Consideration of Construction Funding Agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is the Consideration of Phase 2 Bond Issuance Representation Letter from Hopping, Green and Sams. A copy of the letter is enclosed for your review.

The ninth order of business is the Consideration of Proposals for Series 2020 AA1 Arbitrage Rebate Services. Section A is a proposal from Grau and Section B is a proposal from AMTEC. Both proposals are enclosed for your review.

The tenth order of business is the Consideration of Fee Increase Letter for District Counsel Services from Hopping, Green & Sams. The letter is enclosed for your review.

The eleventh order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Approval of the Check Register and Sub-Section 2 is the Balance Sheet and Income Statement for your review. Sub-Section 3 is the Ratification of Summary of Series 2020 (AA1) Requisitions #26 through #36 for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hammock Reserve Community Development District was held Wednesday, **January 20, 2021** at 1:15 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Patrick Marone	Assistant Secretary
Matthew Cassidy	Assistant Secretary
Andrew Rhinehart	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Michelle Rigoni	Hopping Green & Sams

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were four members present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there were no members of the public present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the December 15,
2020 Board of Supervisors Meeting**

Ms. Burns presented the December 15, 2020 Board of Supervisors meeting minutes and asked for any comments, changes, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the December 15, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-05
Authorizing Additional Validation and
Increasing Total Maximum Bonds
Amount**

Ms. Burns presented Resolution 2021-05 and stated that it is included in the agenda package. They previously went through a bond validation and validated \$14 million of bonds. They will need to go back through the validation process to have the capacity to issue additional bonds for the expansion area. This resolution would increase the \$14 million to \$28 million. The attached exhibit shows the summary of cost from the engineer's office showing the \$23,643,000 worth of construction proceeds and that is why they need to increase to \$28 million.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2021-05 Authorizing Additional Validation and Increasing Total Maximum Bonds Amount, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Notice of Phase 2 RFP for
Construction Services and Approval of
Evaluation Criteria**

Ms. Burns noted that the project manual will be available for pickup on Monday, January 25th. The questions are due February 19th and the proposals are due February 26th. She stated that this was the quickest timeline they could get out allowing for a 30-day response period. The selection criteria that are included are the standard evaluation criteria that has been used at other Districts. They would be looking for a motion to authorize staff to issue the RFP and approve the selection criteria.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, the Notice of Phase 2 RFP for Construction Services and Approval of Evaluation Criteria, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Memorandum from
Hopping, Green & Sams Regarding E-
Verify Requirements for 2021**

Ms. Burns stated for the record that there is a new law that requires Districts to register an E-Verify system and they are looking for a motion to authorize the manager to enroll the District and approve the form of the memorandum of understanding.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Authorizing the District Manager to Enroll the District in E-Verify and Approving the Memorandum from Hopping, Green & Sams, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni updated the Board on the Boundary Amendment. They are well underway with the petition and the exhibits. As soon as they have the landowner consents and authorization executed and returned, they should be ready to file.

Mr. Heath asked if she was waiting on the Board and she answered that she believes Amy has sent the consent and authorization that week, but she will get with her to be sure on when and who it was sent to.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

Ms. Burns noted that the next meeting is scheduled for February 2nd which is only 10 days from this meeting. If there is nothing from the rest of the Board for that meeting, she suggested they cancel. The Board agreed to cancel the February meeting.

i. Approval of Check Register

Ms. Burns presented the check register through January 13th with a total amount of \$7,550.70.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financials were included in the packet for review and there is no action necessary unless there were any questions. The Board had no questions on the financials.

iii. Ratification of Summary of Series 2020 (AA1) Requisitions #17 to #25

Ms. Burns noted these have been previously approved and funded, they just need to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Series 2020 (AA1) Requisitions #17 through #25, were ratified.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF TREASURER AND ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hammock Reserve Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Haines City, Florida; and

WHEREAS, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer and Assistant Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. George Flint is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Ariel Lovera, is removed.

Section 2. Katie Costa is appointed Assistant Treasurer effective immediately. Effective immediately, the existing Assistant Treasurer, Jill Burns, is removed.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF MARCH 2021.

ATTEST:

SECRETARY/ASSISTANT SECRETARY

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR

SECTION V

Hammock Reserve Phase 2
 Bid Evaluation



Owner: Hammock Reserve CDD
 Engineer: Wood & Associates Engineering, LLC

		EVALUATION CRITERIA						
		Personell	Experience	Understanding of Scope	Financial Capability	Schedule	Price	Total
Points Available		(5)	(15)	(20)	(10)	(25)	(25)	(100)
Rank	Contractor	POINTS AWARDED						
1	Tucker	5.00	15.00	20.00	9.00	23.17	25.00	97.17
2	Blue Ox	4.50	15.00	18.76	9.00	22.66	22.22	92.14
3	Kearney	4.50	15.00	17.14	9.00	25.00	19.43	90.07
4	Cobb	4.25	14.00	16.10	9.00	22.05	17.08	82.48

Hammock Reserve PH 2

BID COMPARISON



Owner: Hammock Reserve CDD
 Engineer: Wood & Associates Engineering, LLC

<u>Contractor</u>	<u>Stack Stone Retaining Wall & Railing</u>	<u>ADA Ramps</u>	<u>Cap & Abandon Well</u>	<u>Total</u>
Tucker	-\$81,481.40	-\$23,956.68	NI	- \$105,438.08
Blue Ox	-\$136,869.65	-\$29,493.20	NI	-\$166,362.85
Kearney	-\$160,491.67	-\$5,255.60	-\$4,207.00	-\$169,954.27
Cobb	-\$160,890.53	-\$11,211.20	-\$1,185.00	-\$173,286.73

ADJUSTED BID PRICES APPLS TO APPLS

<u>Contractor</u>	<u>Bid</u>	<u>Adjust</u>	<u>Adjusted Bid</u>
Tucker	\$2,768,757.89	-\$105,438.08	\$2,663,319.81
Blue Ox	\$3,004,446.74	-\$166,362.85	\$2,838,083.89
Kearney	\$3,276,543.21	-\$169,954.27	\$3,106,588.94
Cobb	\$3,480,837.98	-\$173,286.73	\$3,307,551.25

Hammock Reserve Ph 2

Bid Ranking by Cost

Hammock Reserve CDD
Wood & Associates Engineering, LLC



Ranking	Contractor	Bid Amount	Adjusted Bid
1	Tucker Paving	\$2,768,757.89	\$2,663,319.81
2	Blue Ox	\$3,004,446.74	\$2,838,083.89
3	Kearney	\$3,276,543.21	\$3,106,588.94
4	Cobb Site Development	\$3,480,837.98	\$3,307,551.25

EXHIBIT D

	PRICE	
Tucker	1.0 x 15 + 1.0 x 10	25.00
Blue Ox	.938 x 15 + .815 x 10	22.22
Kearney	.857 x 15 + .657 x 10	19.43
Cobb	.805 x 15 + 0.50 x 10	17.08
	SCHEDULE	
	<u>Days</u>	<u>Points</u>
Tucker	208 .93 x 25	23.17
Blue Ox	214 .91 x 25	22.66
Kearney	194 1.0 x 25	25.00
Cobb	220 .88 x 25	22.05
	FINANCIAL	
Tucker	Bonding Limit \$50,000,000	9.00
Blue Ox	Bonding Limit \$30,000,000	9.00
Kearney	Bonding Limit \$250,000,000	9.00
Cobb	Bonding Limit \$100,000,000	9.00
	UNDERSTANDING SCOPE	
Tucker	20 x 1.0	20.00
Blue Ox	20 x .938	18.76
Kearney	20 x .857	17.14
Cobb	20 x .805	16.10
	EXPERIENCE	
Tucker		15.00
Blue Ox		15.00
Kearney		15.00
Cobb		14.00
	PERSONNEL	
Tucker	5 x 1.0	5.00
Blue Ox	5 x .9	4.50
Kearney	5 x .9	4.50
Cobb	5 x .85	4.25

SECTION VI

Prepared By and Return To

Roy Van Wyk, Esq.
Hopping Green & Sams
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered as of this 10th day of March 2021, by and between **JMBI REAL ESTATE, LLC**, a Florida limited liability company, whose mailing address is 346 East Central Avenue, Winter Haven, Florida 33880 (**“Grantor”**) in favor of **HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (**“Grantee”** or the **“District”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

WITNESSETH:

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

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities and other such improvements as authorized by law, (collectively, the **“Improvements”**); and

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

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

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

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

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

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

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*,

each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

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

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

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

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

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

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

12. **MISCELLANEOUS.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid,

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

[Signatures contained on following pages]

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

“GRANTOR”

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me physical presence or online
notarization this ___ day of _____, 2021, by _____
as _____ of **JMBI Real Estate, LLC.**

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

[Continue onto next page]

“GRANTEE”

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

Signed, sealed and delivered in the presence of:

Print Name: _____

Chairperson, Board of Supervisors

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me physical presence or online notarization this ___ day of _____, 2021, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors of the Hammock Reserve Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

[Continue onto next page]

EXHIBIT A

Parcel IDs: [TBD]

Legal Description of Phase 2 [TBD]

SECTION VII

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT AND
JMBI REAL ESTATE, LLC (PHASE 2)**

THIS AGREEMENT (“Agreement”) is made and entered into this 10th day of March 2021, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Haines City, Polk County, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter "District"), and

JMBI REAL ESTATE, LLC, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and the owner of certain undeveloped lands within the District (hereinafter "Developer").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Phase 2 (hereinafter the "Development") upon which the District's improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which is identified as “Phase 2” and are described in **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

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

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the

parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

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

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

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

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

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

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

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

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

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

A. If to District: Hammock Reserve Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Rennie Heath

With a copy to: Straughn & Turner P.A.
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33883
Attn: Richard Straughn

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

addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

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

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

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

[Signatures on next page]

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

ATTEST:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

JMBI REAL ESTATE, LLC,
a Florida limited liability company

Print Name: _____

By: Warren K. (Rennie) Heath, II
Its: Manager

Exhibit A: *Engineer's Report for Capital Improvements* dated December 17, 2019, supplemented by that *First Amendment to the Engineer's Report for Capital Improvements*, dated January 26, 2021

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**BOARD OF SUPERVISORS
HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Prepared by:

WOOD & ASSOCIATES ENGINEERING, LLC

**1925 BARTOW ROAD
LAKELAND, FL 33801**

PH: 863-940-2040

December 17, 2019

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER’S REPORT
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Hammock Reserve Community Development District (the “District”) is north and south of Old Polk City Road, and west of Hwy 27, within Haines City (the “City”). The District currently contains approximately 109.99 acres and is expected to consist of 437 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 19-1665 which was approved by the City Commission on December 5, 2019. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

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

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

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

III. THE DEVELOPMENT

The development will consist of 437 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north and south of Old Polk City Road, and west of Hwy 27 within the City. Phase 1 and 2 of the development has a land use of LDR (Low Density Residential) and a zoning of RPUD (Residential Planned Unit Development). The development will be constructed in two (2) phases.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1 and 2. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0357G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

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

Public Roadways

The proposed public roadway sections are to be 50' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

Water and Wastewater Facilities

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

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along near US 27.

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

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2020; Phase 2 in 2021. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Public Amenities and Parks

The District will provide funding for a public Amenity Center to include the following: pavilion with tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the public Amenity Center, and passive parks through out the development which will include benches and walking trails.

Electric and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

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

PHASE 1 (231 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	December 2019
SWFWMD ERP	January 2020
Construction Permits	January 2020
Polk County Health Department Water	January 2020
FDEP Sewer	January 2020
FDEP NOI	January 2020
ACOE	N/A

PHASE 2 (206 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	July 2020
SWFWMD ERP	August 2020
Construction Permits	August 2020
Polk County Health Department Water	August 2020
FDEP Sewer	August 2020
FDEP NOI	August 2020
ACOE	N/A

VII. RECOMMENDATION

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

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

VIII. REPORT MODIFICATION

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

IX. CONCLUSION

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

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

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

Exhibit 8
Hammock Reserve
Community Development District
Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	City/County	District Bonds	City/County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

** Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

Exhibit 7
Hammock Reserve
Community Development District
Summary of Probable Cost

<u>Infrastructure</u> ⁽¹⁾⁽⁹⁾	<u>Phase 1</u> <u>(231 Lots)</u> <u>2019-2021</u>	<u>Phase 2</u> <u>(206 Lots)</u> <u>2020-2023</u>	<u>Total</u> <u>(437 Lots)</u>
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 190,000.00	\$ 170,000.00	\$ 360,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$2,100,000.00	\$1,900,000.00	\$4,000,000.00
Utilities (Water, Sewer, & Street Lighting) ^{(5)(6) (8)}	\$1,120,000.00	\$ 990,000.00	\$2,110,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 790,000.00	\$ 690,000.00	\$1,480,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	\$ 568,000.00	\$ 507,000.00	\$1,075,000.00
Parks and Recreational Facilities ⁽¹⁾⁽⁶⁾	\$ 420,000.00	\$ 380,000.00	\$ 800,000.00
Contingency	\$ 470,000.00	\$ 420,000.00	\$ 890,000.00
TOTAL	\$5,658,000.00	\$5,057,000.00	\$10,715,000.00

Notes:

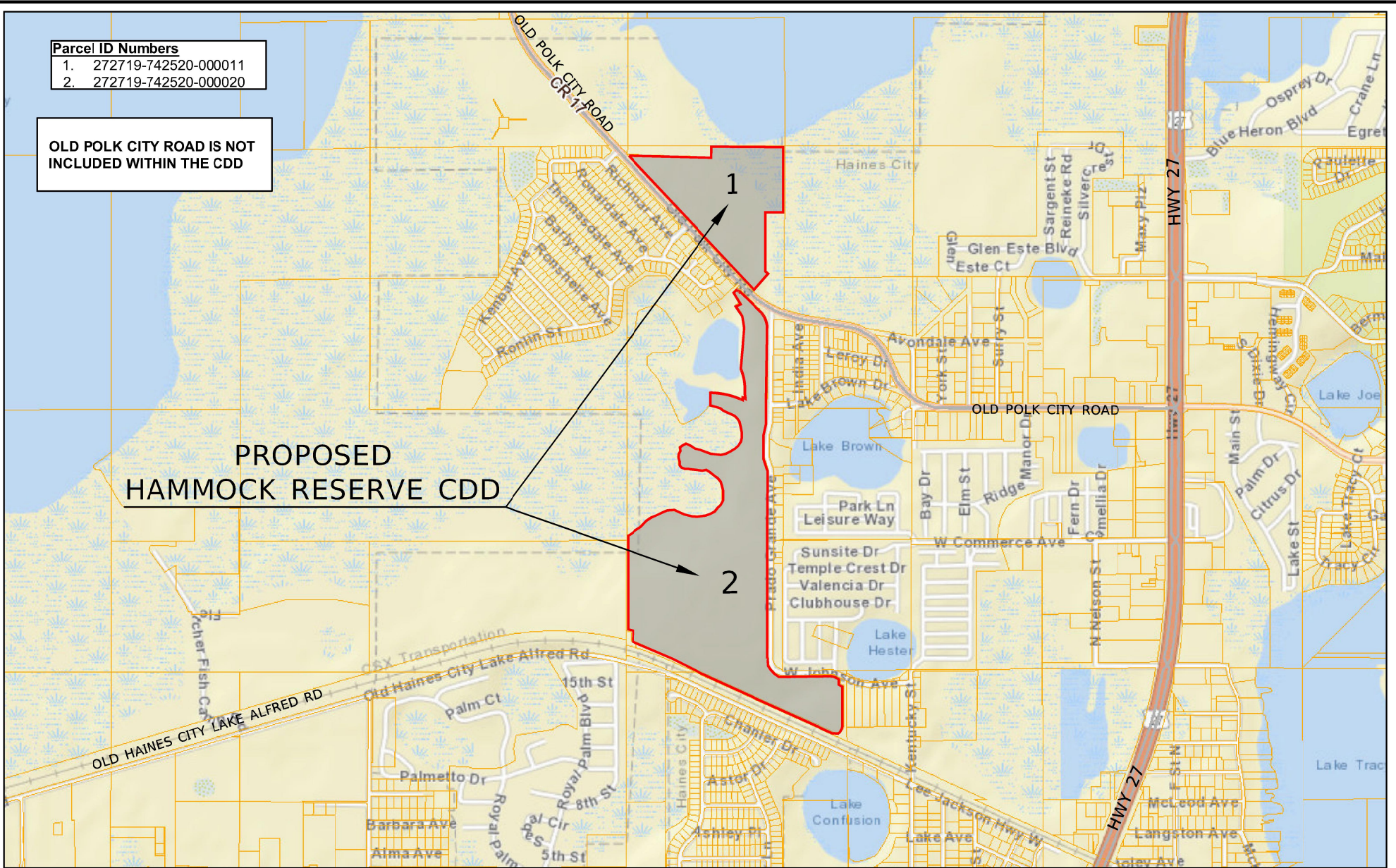
1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 437 lots.

Parcel ID Numbers

- 1. 272719-742520-00011
- 2. 272719-742520-00020

OLD POLK CITY ROAD IS NOT INCLUDED WITHIN THE CDD

**PROPOSED
HAMMOCK RESERVE CDD**



1925 BARTOW ROAD • LAKELAND, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 1 - LOCATION MAP
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**





125 62.5 0 125 250
Scale: 1" = 250'

EAST BOUNDARY WEST HALF OF SECTION 19

NORTHEAST CORNER OF NORTHWEST QUARTER
OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST
1" IRON PIPE STAMPED "LS 3781"

NORTH LINE NORTHWEST QUARTER SECTION 19

N89°55'35"E 1326.39'

N89°55'35"E 745.86'

N00°04'25"W
118.00'

N89°55'35"E 871.95'

S88°19'34"E 872.41'

S00°02'13"E
91.40'

S00°04'27"E 764.04'

N89°49'38"W
163.01'

S00°09'47"W 593.50'

S48°42'18"E
36.95'

S41°17'42"W
193.47'

S42°53'42"E
110.24'

N46°11'39"E
10.00'

S43°25'35"E
15.84'

N47°06'21"E
17.32'

140.00'

N26°37'46"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	184.98'	1105.92'	009° 35' 00"	184.76'	N47° 42' 58"W

4"x4" CONCRETE
MONUMENT
STAMPED "LS 1943"

NORTHEASTERLY RIGHT-OF-WAY
(OFFICIAL RECORDS BOOK 1164, PAGE 498)
N42°55'28"W 1787.64'
OLD POLK CITY ROAD
(STATE ROAD S-17)

SOUTHWESTERLY RIGHT-OF-WAY
(OFFICIAL RECORDS BOOK 1164, PAGE 498)

POINT OF BEGINNING

5/8" IRON ROD & CAP STAMPED "LB 8126"

WEST BOUNDARY OF SECTION 19

POINT OF COMMENCEMENT

NORTHWEST CORNER OF NORTHWEST QUARTER
OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST
4"x4" CONCRETE MONUMENT STAMPED "LS 1943"

SEE PAGE 2



1925 BARTOW ROAD • LAKELAND, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 30124

EXHIBIT 2
HAMMOCK RESERVE CDD
SKETCH TO ACCOMPANY LEGAL
DESCRIPTION
(NOT A SURVEY)

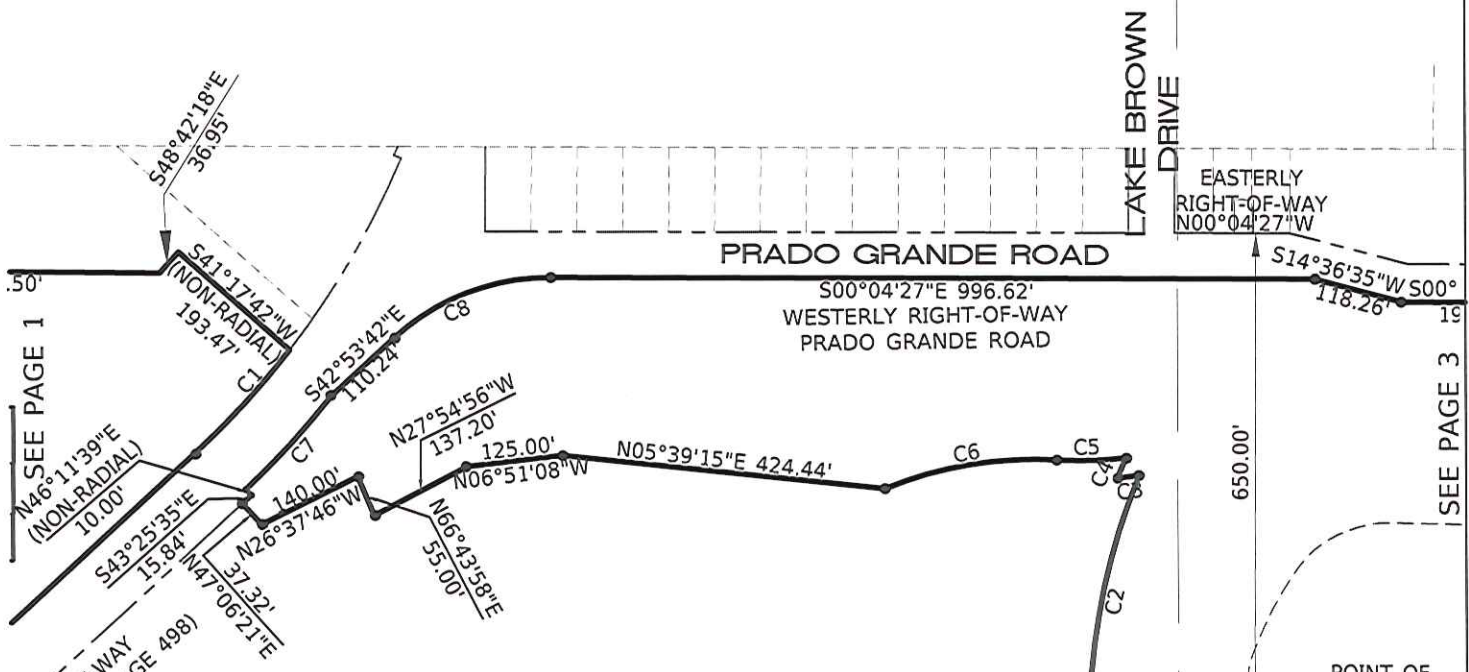
EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES PAGE 1 OF 7



125 62.5 0 125 250

Scale: 1" = 250'

EAST BOUNDARY WEST HALF OF SECTION 19



SEE PAGE 1
RIGHT-OF-WAY
BOOK 1164, PAGE 498

SEE PAGE 3

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C2	340.70'	842.42'	23° 10' 19"	338.38'	S79° 15' 00"E
C3	28.58'	513.86'	03° 11' 13"	28.58'	N07° 06' 30"W
C4	28.48'	867.42'	01° 52' 53"	28.48'	S67° 39' 05"E
C5	88.22'	488.86'	10° 20' 24"	88.10'	N01° 54' 19"W
C6	230.40'	514.89'	25° 38' 17"	228.48'	N09° 33' 16"W
C7	166.79'	1185.92'	08° 03' 30"	166.66'	S47° 50' 06"E
C8	224.21'	300.00'	42° 49' 15"	219.03'	S21° 29' 05"E
C9	231.84'	145.00'	91° 36' 40"	207.92'	S45° 52' 47"E
C10	36.41'	75.00'	27° 49' 07"	36.06'	S77° 46' 34"E
C11	149.93'	75.00'	114° 32' 03"	126.18'	S56° 59' 53"W
C12	51.63'	3133.46'	00° 56' 39"	51.63'	N75° 36' 08"W

RY OF SECTION 19

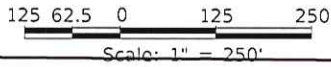
WEST BOUNDARY OF SECTION 19



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EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES PAGE 2 OF 7



EAST BOUNDARY WEST HALF OF SECTION 19

DRIVE

SEE PAGE 2

SEE PAGE 4

EASTERLY
RIGHT-OF-WAY
N00°04'27"W

S14°36'35"W 118.26'
S00°03'35"W 199.75'
S18°55'11"E 156.16'

PRADO GRANDE ROAD

S00°04'27"E 1946.53'
WESTERLY RIGHT-OF-WAY
PRADO GRANDE ROAD

650.00'

POINT OF
INTERSECTION

4.62'
04'27"W

EDGE OF LAKE LOWRY
(AS SCALED FROM PLAT
PLAT BOOK 41, PAGE 26)

N34°26'13"E 1518.68' ± TIE-IN LINE

DESIGNATED
POINT 'A'

5/8" IRON ROD & CAP
STAMPED "LB 8126"

POINT OF E
5/8" IRON ROD & CAI

N00°02'13"W 60.32' ±

N00°02'13"
WEST BOUNDARY

BOUNDARY OF SECTION 19

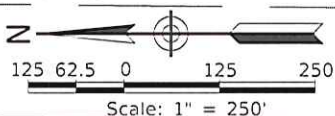


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DESCRIPTION
(NOT A SURVEY)

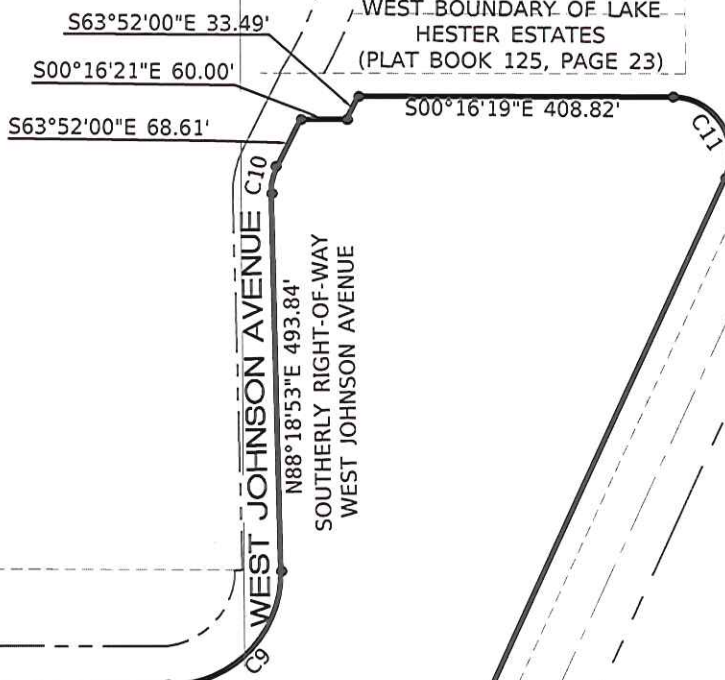
EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES PAGE 3 OF 7

EAST BOUNDARY WEST HALF OF SECTION 19



SOUTHEAST CORNER OF
SOUTHWEST 1/4
3/4" IRON PIPE
NO IDENTIFICATION

WEST BOUNDARY OF LAKE
HESTER ESTATES
(PLAT BOOK 125, PAGE 23)

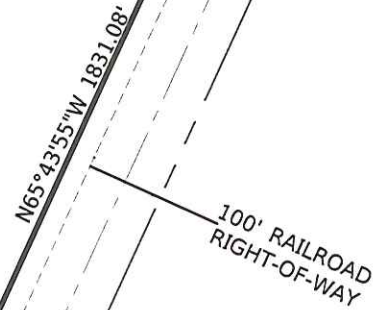


GRANDE ROAD

0°04'27"E 1946.53'
SOUTHERLY RIGHT-OF-WAY
ADO GRANDE ROAD

SEE PAGE 3

SOUTH BOUNDARY OF SECTION 19



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	231.84'	145.00'	91° 36' 40"	207.92'	S45° 52' 47"E
C10	36.41'	75.00'	27° 49' 07"	36.06'	S77° 46' 34"E
C11	149.93'	75.00'	114° 32' 03"	126.18'	S56° 59' 53"W
C12	51.63'	3133.46'	00° 56' 39"	51.63'	N75° 36' 08"W

IGNATED
POINT 'A'
5/8" IRON ROD & CAP
STAMPED "LB 8126"

POINT OF BEGINNING

5/8" IRON ROD & CAP STAMPED "LB 8126"

N00°02'13"W
72.98'

N65°19'34"W 460.35'

N00°02'13"W 920.96'
WEST BOUNDARY OF SECTION 19

N00°02'13"W 425.20'

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF
SECTION 19, TOWNSHIP 27 SOUTH,
RANGE 27 EAST
4"x4" CONCRETE MONUMENT
NO IDENTIFICATION



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CERTIFICATE OF AUTHORIZATION NO. 30124

EXHIBIT 2
HAMMOCK RESERVE CDD
SKETCH TO ACCOMPANY LEGAL
DESCRIPTION
(NOT A SURVEY)

EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES PAGE 4 OF 7

LEGAL DESCRIPTION

Tract #1: All of the Replat of a part of Golf Grounds Estates and Agua Vista Country Club, Haines City, Florida, as shown by map or plat thereof recorded in Plat Book 41, Page 26, Public Records of Polk County, Florida, LESS AND EXCEPT that part thereof as set forth in Final Judgment, Case No. 18404-31-542, filed June 27, 1968, recorded in O.R. Book 1164, Page 498, Public Records of Polk County, Florida and LESS AND EXCEPT beginning at the Northwest (NW) corner of the Northwest Quarter (NW 1/4) of Section 19, Township 27 South, Range 27 East, and then run South Eighty-seven (87) feet more or less to the easterly boundary line of the right of way of County Road No. 17, then run in a easterly direction a distance of 872.50 feet more or less to a point 118 feet South of the South boundary line of Section 18, Township 27 South, Range 27 East; then run north 118 feet to the South boundary line of said Section 18, then run West along the said South Boundary line a distance of 871.95 feet to the point of beginning.

ALSO LESS AND EXCEPT that portion conveyed to D E Ranch, Inc., a Florida corporation, by deed recorded in O.R. Book 10268, Page 2011, Public Records of Polk County, Florida.

Tract #2: All that part of West half of NE 1/4 of NW 1/4 and all that part of NE 1/4 of NW 1/4 of NW 1/4 (or NE 1/4 of United States Government Lot 1), lying North of the ACL Railroad Right of Way in Section 30, Township 27 South, Range 27 East, Polk County, Florida.

LESS and EXCEPT that portion of Tract #2 lying within and North of the right of way of Johnson Avenue West.

LESS and EXCEPT that portion of Tracts #1 and 2 conveyed by deed recorded in O.R. Book 8278, Page 1958, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 19, Township 27 South, Range 27 East, Polk County, Florida and run N00°02'56"W, along the West boundary of said Section 19, 280.75 feet to the Point of Beginning, said point being on the Northerly right of way boundary of the CSX railroad right of way; thence continue N00°02'56"W along said West boundary, 81.65 feet; thence S65°19'34"E, 515.47 feet; thence S65°43'55"E, parallel with, and 30 feet Northerly of said railroad right of way, 1831.08 feet to the beginning of a curve concaved Northwesterly, having a radius of 75.00 feet, a central angle of 114°32'24", a chord bearing of N56°59'53"E, and a chord distance of 126.18 feet; thence along said curve, an arc distance of 149.93 feet to the end of said curve; thence N00°16'19"W, 408.82 feet; thence N63°52'00"W, 33.49 feet; thence N00°16'21"W, 60.00 feet to the Southerly right of way boundary of Johnson Avenue; thence S63°52'00"E, along said right of way boundary, 66.99 feet; thence S00°16'19"E, along the West boundary of Lake Hester Estates Subdivision, and the Southerly projection of that West boundary, 617.29 feet to its intersection with the aforementioned Northerly right of way of the CSX railroad; thence N65°43'55"W along said right of way, 1994.45 feet to the beginning of a curve concaved Southwesterly, having a radius of 2869.35 feet, a central angle of 09°40'02", a chord bearing of N70°34'01"W, and a chord distance of 483.55 feet; thence along said curve, an arc distance of 484.13 feet to the Point of Beginning.

AND LESS

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE THEREOF N-89°55'35"-E, 1617.81 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 764.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S-00°04'27"-E, 536.47 FEET; THENCE ALONG A NON-RADIAL LINE S-41°17'42"-W, 340.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) PER OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/DELTA OF 02°36'03", A CHORD BEARING OF N-53°40'29"-W, A CHORD DISTANCE OF 50.20 FEET, FOR AN ARC LENGTH OF 50.20 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG A NON-RADIAL LINE, N-41°17'42"-E, 193.47 FEET; THENCE N-00°09'47"-E, 593.50 FEET; THENCE S-89°49'38"-E, 163.01 FEET TO THE POINT OF BEGINNING.

AND LESS

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE THEREOF N-89°55'35"-E, 1617.81 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 1300.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S-00°04'27"-E, AND ALONG A NON-RADIAL LINE, 366.21 FEET TO A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING ON THE EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) PER OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1095.92 FEET, A CENTRAL ANGLE/DELTA OF 00°37'28", A CHORD BEARING OF N-67°52'05"-W, A CHORD DISTANCE OF 11.95 FEET, FOR AN ARC LENGTH OF 11.95 FEET; THENCE 2) ALONG A RADIAL LINE S-22°26'39"-W, 10.00 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 3) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/DELTA OF 12°26'50", A CHORD BEARING OF N-61°19'56"-W, A CHORD DISTANCE OF 239.78 FEET, FOR AN ARC LENGTH OF 240.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG A NON-RADIAL LINE, N-41°17'42"-E, 340.63 FEET TO THE POINT OF BEGINNING.



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EXHIBIT 2 HAMMOCK RESERVE CDD LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

AND ALL BEING FURTHER DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, S-00°02'13"-91.40 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING AT THE INTERSECTION OF SAID WEST BOUNDARY AND THE NORTH EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROADS-17) ACCORDING TO THAT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID INTERSECTION POINT IS ALSO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST BOUNDARY AND SAID NORTH EASTERLY RIGHT-OF-WAY, S-88°19'34"-E, 872.41 FEET TO A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943"; THENCE N-00°04'25"-W, 118.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG SAID NORTH LINE N-89°55'35"-E, 745.86 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 764.04 FEET; THENCE N-89°49'38"-W, 163.01 FEET; THENCE S-00°09'47"-W, 593.50 FEET; THENCE S-48°42'18"-E, 36.95 FEET; THENCE ALONG A NON-RADIAL LINE, S-41°17'42"-W, 193.47 FEET TO A POINT ON SAID NORTH EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17), SAID POINT IS ALSO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/Delta OF 09°35'00", A CHORD BEARING OF N-47°42'58"-W, A CHORD DISTANCE OF 184.76 FEET, FOR AN ARC LENGTH OF 184.98 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE CONTINUE ALONG SAID NORTH EASTERLY RIGHT-OF-WAY N-42°55'28"-W, 1787.64 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, N-00°02'13"-W, 425.20 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY, AND CONTINUING N-00°02'13"-W, 920.96 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS HEREBY DESIGNATED AS POINT "A" TO BE USED HEREIN AFTER; THENCE CONTINUE ALONG SAID WEST BOUNDARY, AND CONTINUING N-00°02'13"-W, 60.32 FEET, MORE OR LESS, TO THE EDGE OF LAKE LOWRY; THENCE DEPARTING SAID WEST BOUNDARY, MEANDER NORTHWESTERLY ALONG THE EDGE OF LAKE LOWRY TO ITS INTERSECTION WITH A LINE THAT LIES 650 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY OF PRADO GRANDE ROAD, SAID POINT OF INTERSECTION LIES N-34°26'13"-E, AND 1518.68 FEET DISTANT FROM SAID DESIGNATED POINT "A"; THENCE DEPARTING SAID EDGE OF LAKE LOWRY, AND ALONG SAID PARALLEL LINE, N-00°04'27"-W, 214.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 842.42 FEET, A CENTRAL ANGLE/Delta OF 23°10'19", A CHORD BEARING OF S-79°15'00"-E, A CHORD DISTANCE OF 338.38 FEET, FOR AN ARC LENGTH OF 340.70 FEET TO A 5/8" IRON ROD STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 513.86 FEET, A CENTRAL ANGLE/Delta OF 03°11'13", A CHORD BEARING OF N-07°06'30"-W, A CHORD DISTANCE OF 28.58 FEET, FOR AN ARC LENGTH OF 28.58 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 867.42 FEET, A CENTRAL ANGLE/Delta OF 01°52'53" A CHORD BEARING OF S-67°39'05"-E, A CHORD DISTANCE OF 28.48 FEET, FOR AN ARC LENGTH OF 28.48 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE EASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 488.86 FEET, A CENTRAL ANGLE/Delta OF 10°20'24", A CHORD BEARING OF N-01°54'19"-W, A CHORD DISTANCE OF 88.10 FEET, FOR AN ARC LENGTH OF 88.22 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" TO A POINT OF REVERSE CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 514.89 FEET, A CHORD BEARING OF N-09°33'16"-W, A CHORD DISTANCE OF 228.48 FEET, FOR AN ARC LENGTH OF 230.40 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-05°39'15"-E, 424.44 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8132"; THENCE N-06°51'08"-W, 125.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-27°54'56"-W, 137.20 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-66°43'58"-E, 55.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-26°37'46"-W, 140.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-47°06'21"-E, 37.32 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) ACCORDING TO THAT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1) S-43°25'35"-E, 15.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 2) ALONG A NON-RADIAL LINE N-46°11'39"-E, 10.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 3) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1185.92 FEET, A CENTRAL ANGLE/Delta OF 08°03'30", A CHORD BEARING OF S-47°50'06"-E, A CHORD DISTANCE OF 166.66 FEET FOR AN ARC LENGTH OF 166.79 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-42°53'42"-E, 110.24 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8132," SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE/Delta OF 42°49'15", A CHORD BEARING OF S-21°29'05"-E, A CHORD DISTANCE OF 219.03 FEET, FOR AN ARC LENGTH OF 224.21 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE WESTERLY RIGHT OF WAY OF PRADO GRANDE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING SIX (6) COURSES: THENCE 1) S-00°04'27"-E, 996.62 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 2) S-14°36'35"-W, 118.26 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 3) S-00°03'35"-W, 199.75 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-18°55'11"-E, 156.16 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 5) S-00°04'27"-E, 1946.53 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 6) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE/Delta OF 91°36'40", A CHORD BEARING OF S-45°52'47"-E, A CHORD DISTANCE OF 207.92 FEET, FOR AN ARC LENGTH OF 231.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE SOUTHERLY RIGHT-OF-WAY OF WEST JOHNSON AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE(5) COURSES: 1) N-88°18'53"-E, 493.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY;



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**EXHIBIT 2
HAMMOCK RESERVE CDD
LEGAL DESCRIPTION
(NOT A SURVEY)**

EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

THENCE 2) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 27°49'07", A CHORD BEARING OF S-77°46'34"-E, A CHORD DISTANCE OF 36.06 FEET, FOR AN ARC LENGTH OF 36.41 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 3) S-63°52'00"-E, 68.61 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-00°16'21"-E, 60.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 5) S-63°52'00"-E, 33.49 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, S-00°16'19"-E, 408.82 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 114°32'03", A CHORD BEARING OF S-56°59'53"-W, A CHORD DISTANCE OF 126.18 FEET, FOR AN ARC LENGTH OF 149.93 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", THENCE N-65°43'55"-W, 1831.08 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-65°19'34"-W, 460.35 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", THENCE N-00°02'13"-W, 72.98 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126, SAID POINT IS ALSO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 3133.46 FEET, A CENTRAL ANGLE/Delta OF 00°56'39", A CHORD BEARING OF N-75°36'08"-W, A CHORD DISTANCE OF 51.63 FEET, FOR AN ARC LENGTH OF 51.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 109.99 ACRES MORE OR LESS.



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(NOT A SURVEY)

EXHIBIT A CONSISTS OF SEVEN (7) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

OLD POLK CITY ROAD IS NOT INCLUDED WITHIN THE CDD

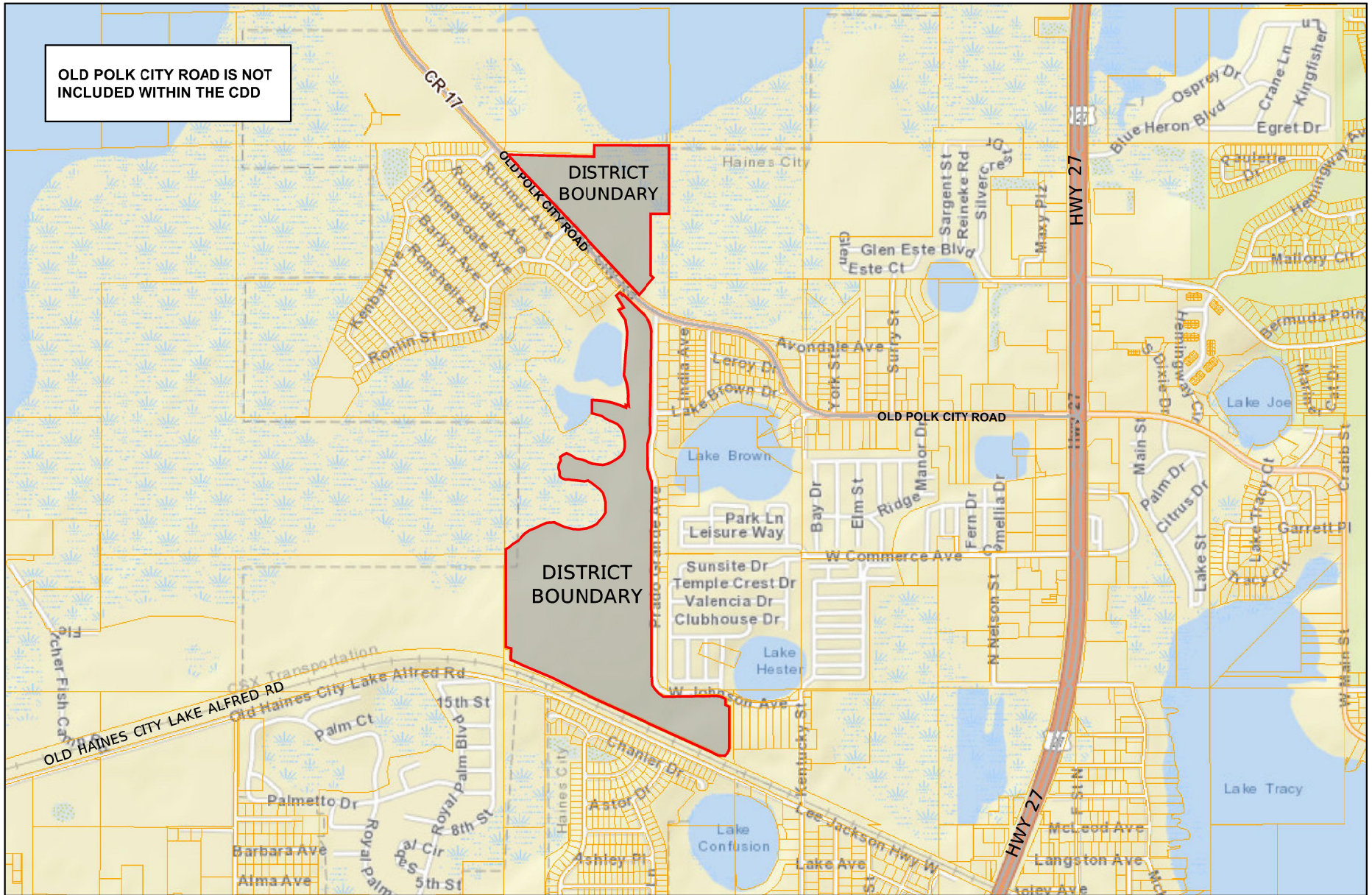
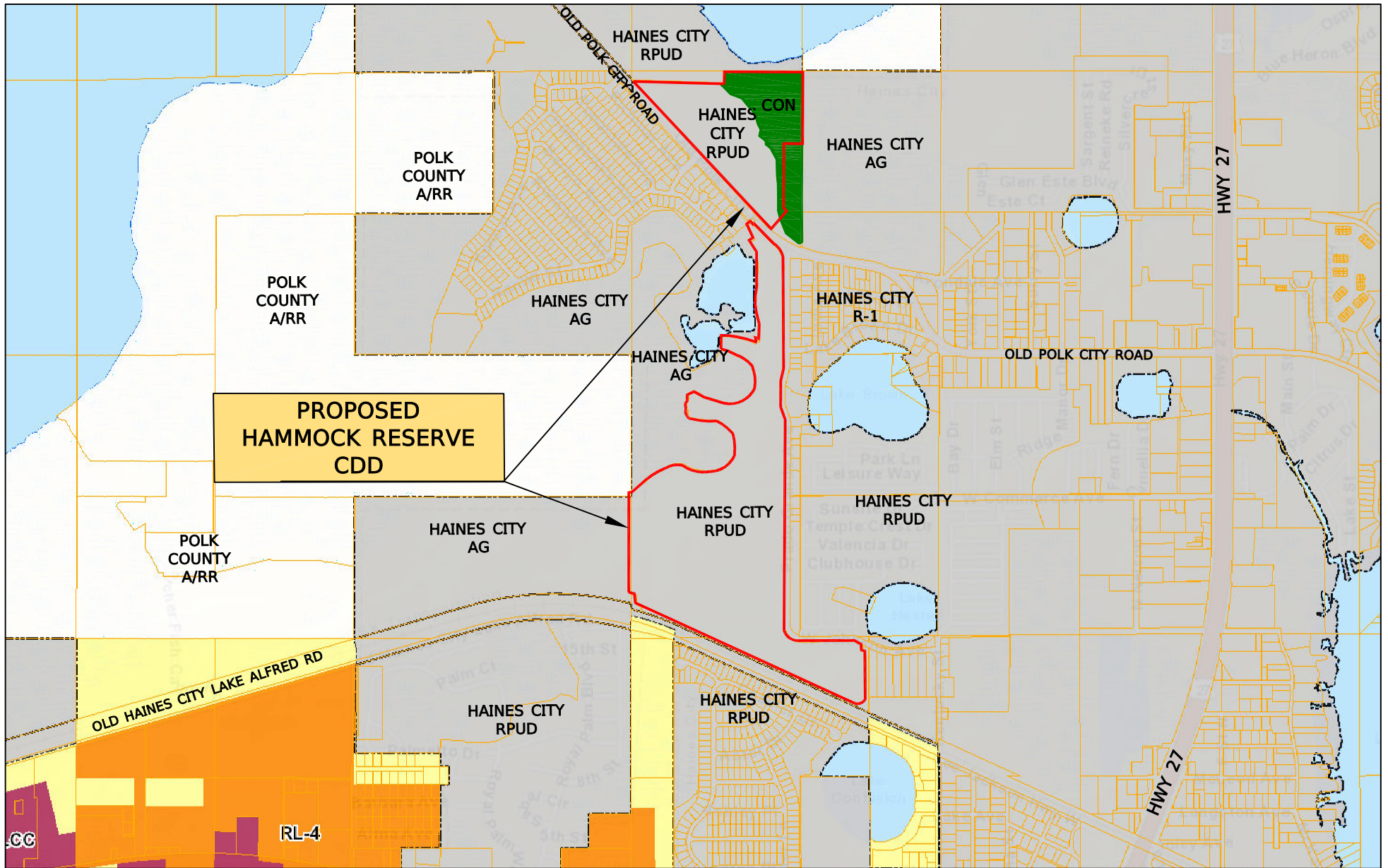


EXHIBIT 3 - DISTRICT BOUNDARY
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT



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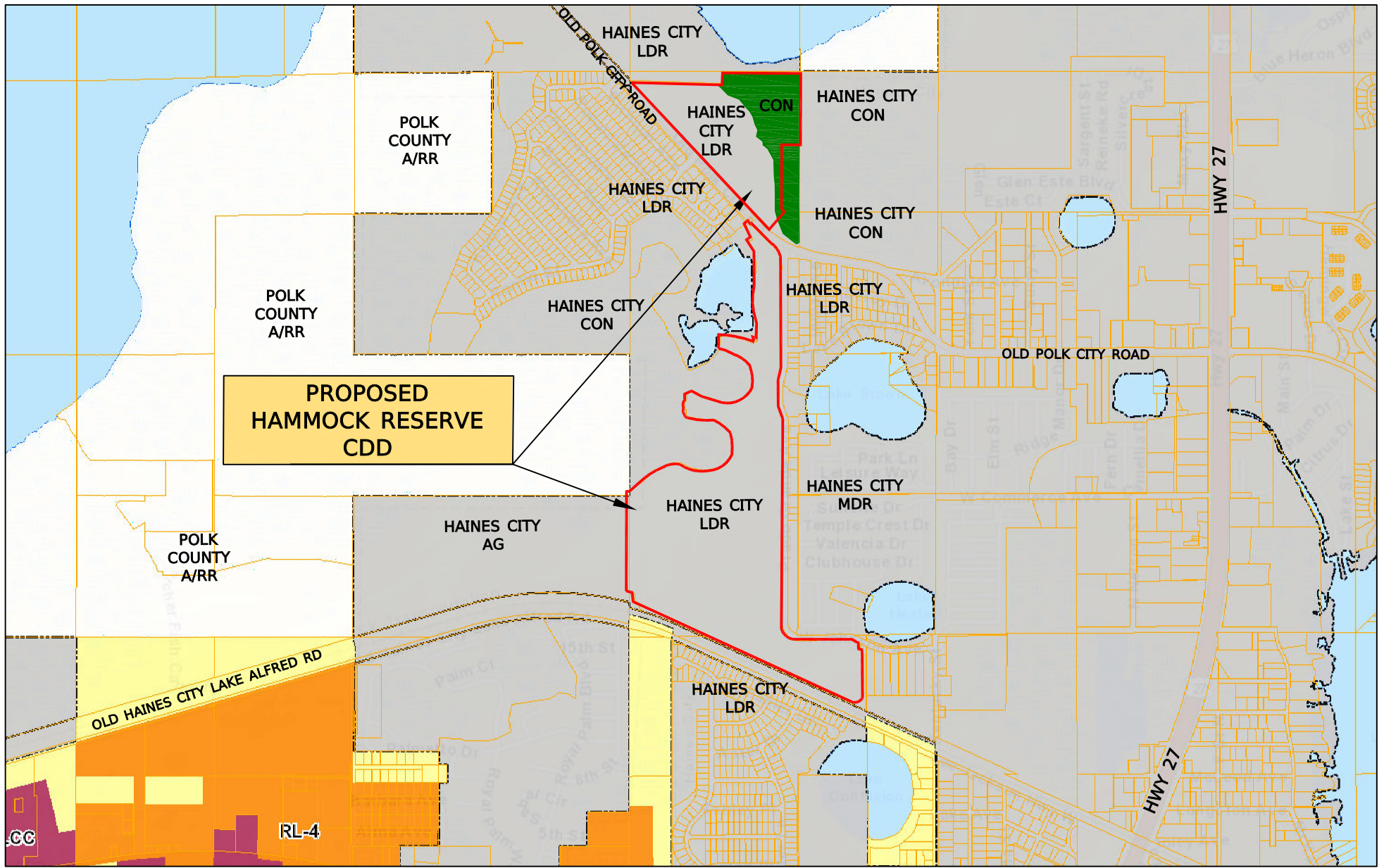


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LEGEND

- CITY OF HAINES CITY
- CON - CONSERVATION
- AG - AGRICULTURE
- RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT

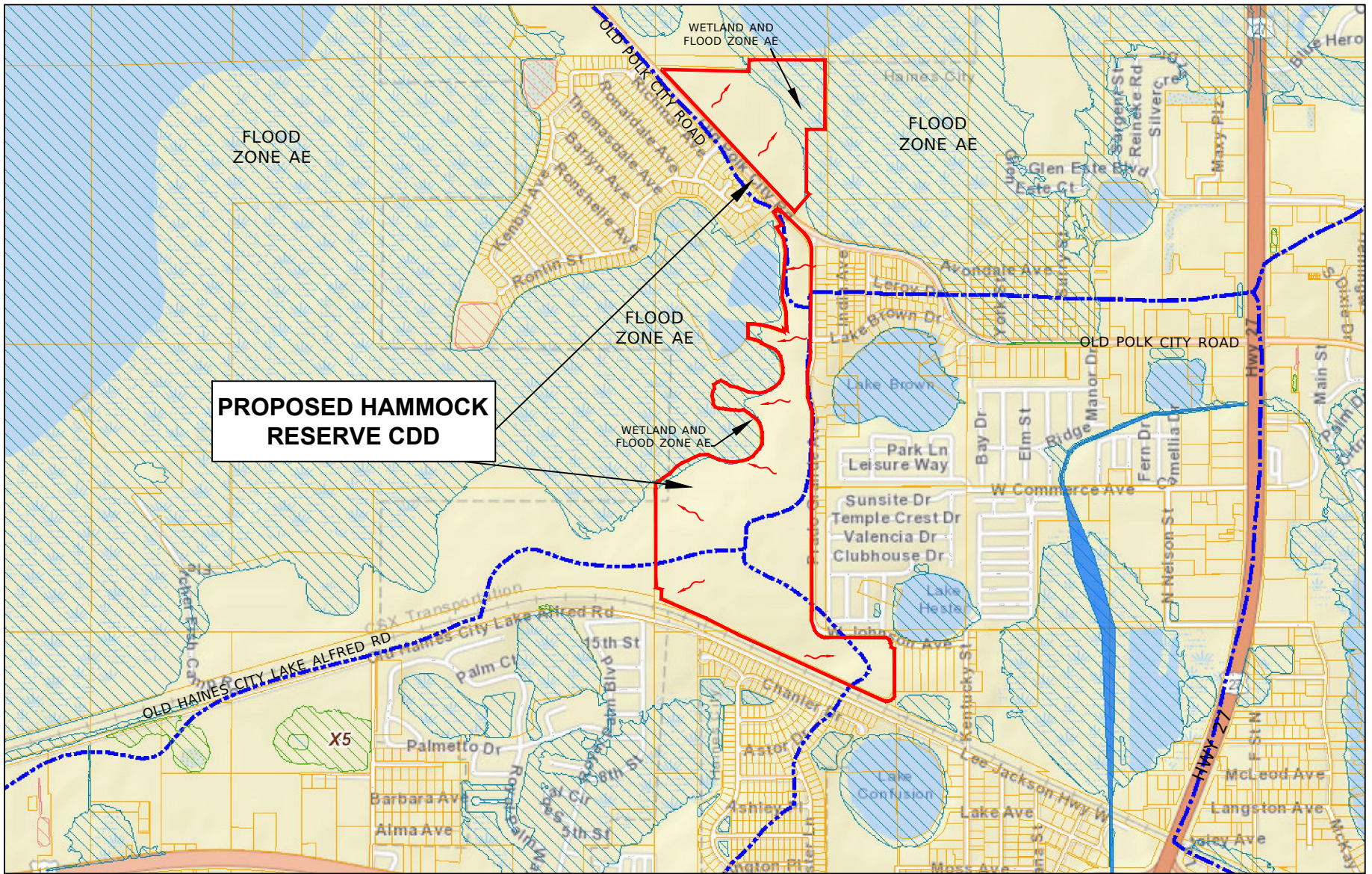
EXHIBIT 4 - ZONING MAP
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT



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- LEGEND**
- CITY OF HAINES CITY
 - CON - CONSERVATION
 - LDR - LOW DENSITY RESIDENTIAL

EXHIBIT 5 - FUTURE LAND USE MAP
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT



**PROPOSED HAMMOCK
RESERVE CDD**

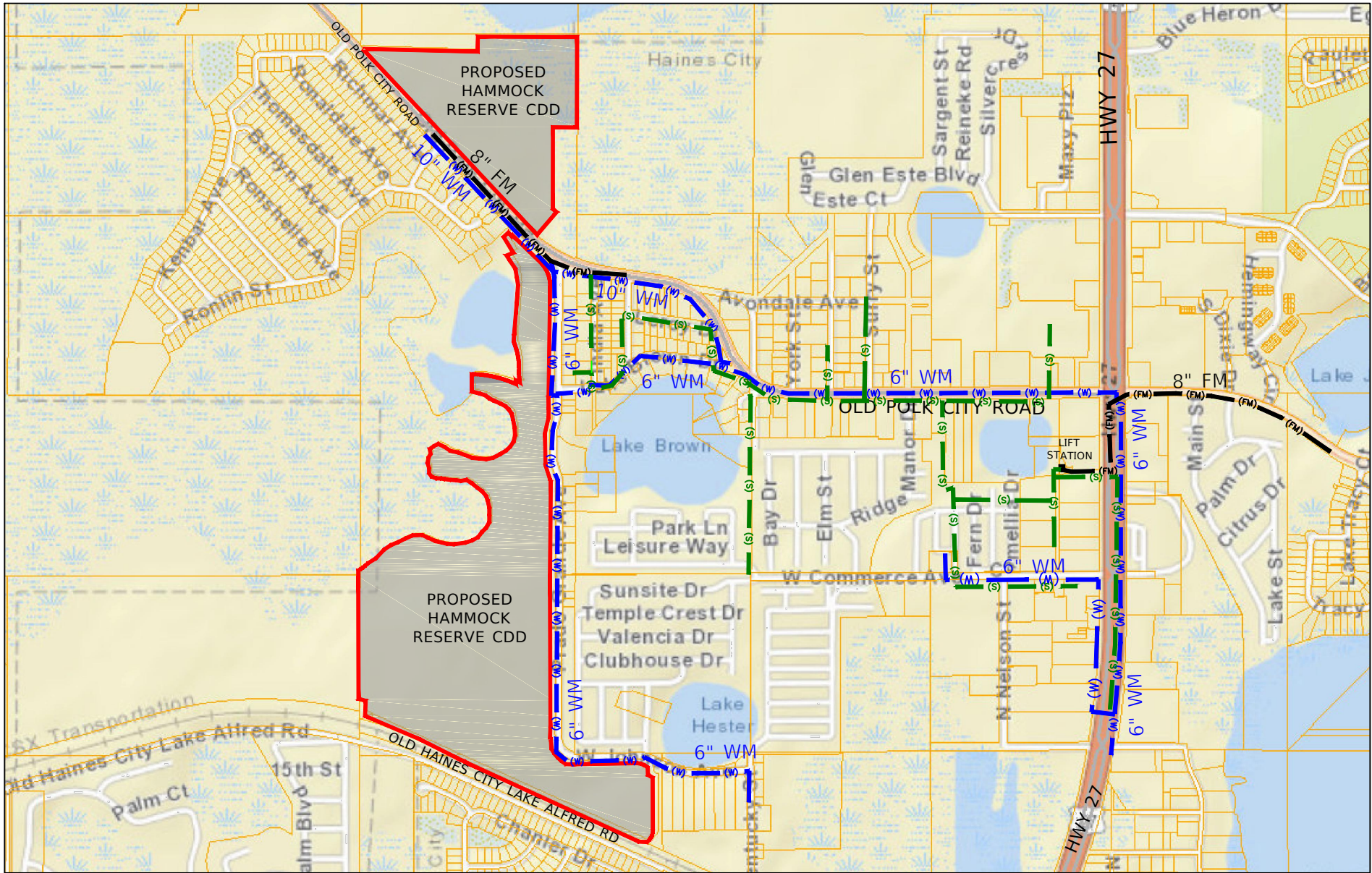
LEGEND
 ~~~~~ FLOW DIRECTION  
 - - - - - DRAINAGE BASIN

**COMPOSITE EXHIBIT 6 -DRAINAGE MAP  
 HAMMOCK RESERVE  
 COMMUNITY DEVELOPMENT DISTRICT**






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| LEGEND                                                                              |                    |
|-------------------------------------------------------------------------------------|--------------------|
|  | WATER MAIN         |
|  | GRAVITY SEWER MAIN |
|  | FORCE MAIN         |

**COMPOSITE EXHIBIT 6 - EXISTING UTILITIES MAP  
 HAMMOCK RESERVE  
 COMMUNITY DEVELOPMENT DISTRICT**





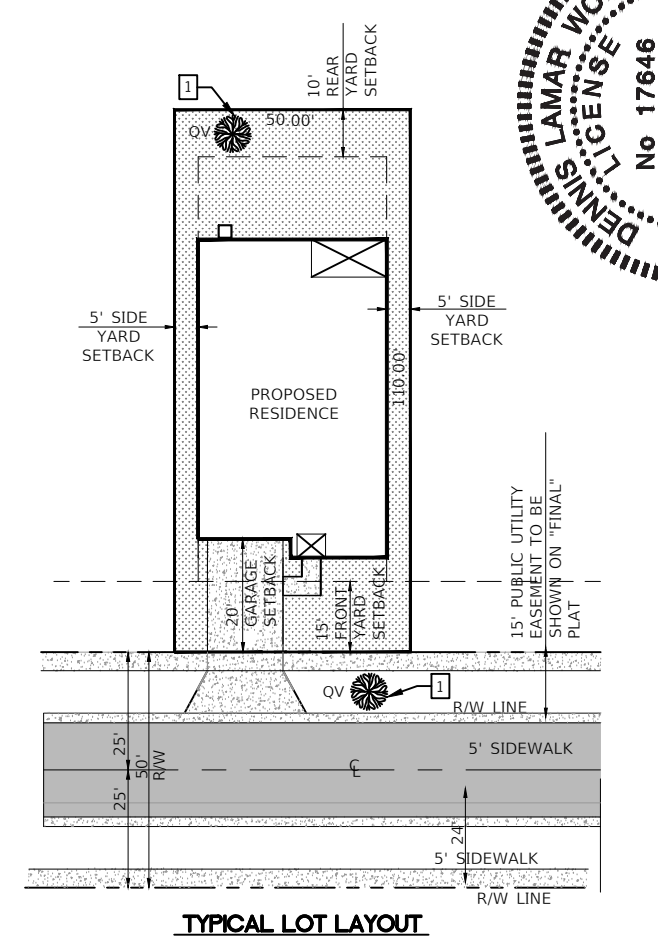
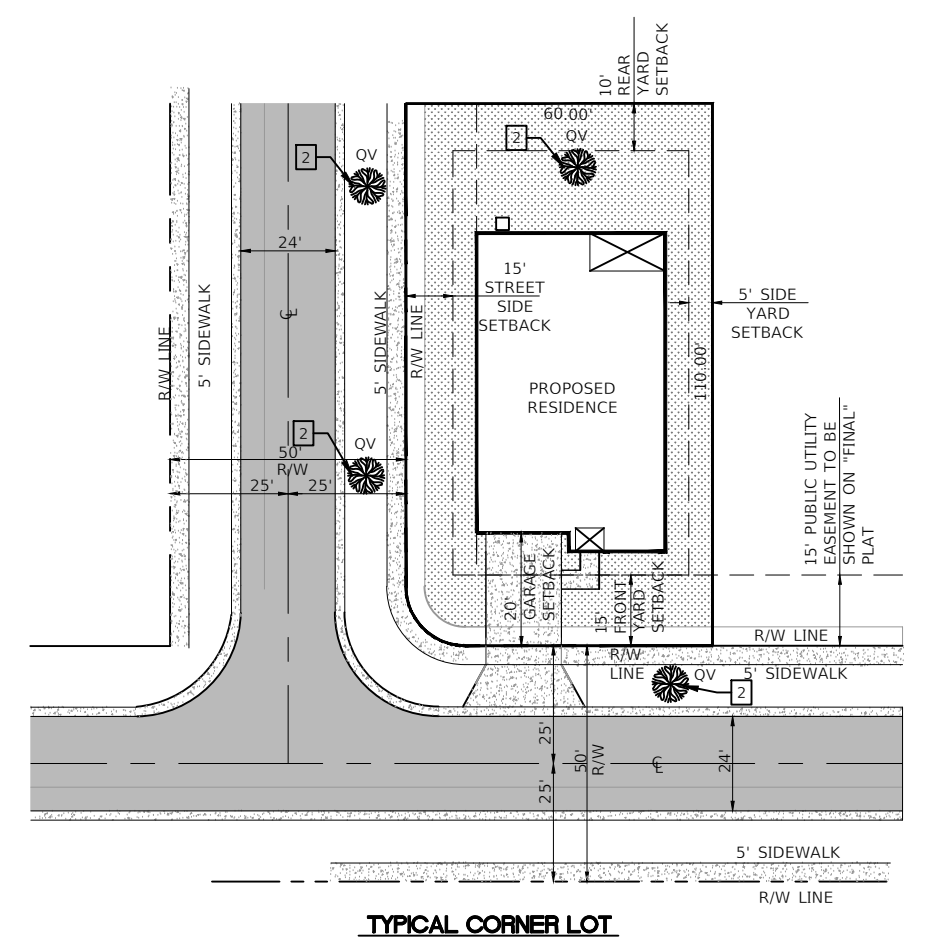
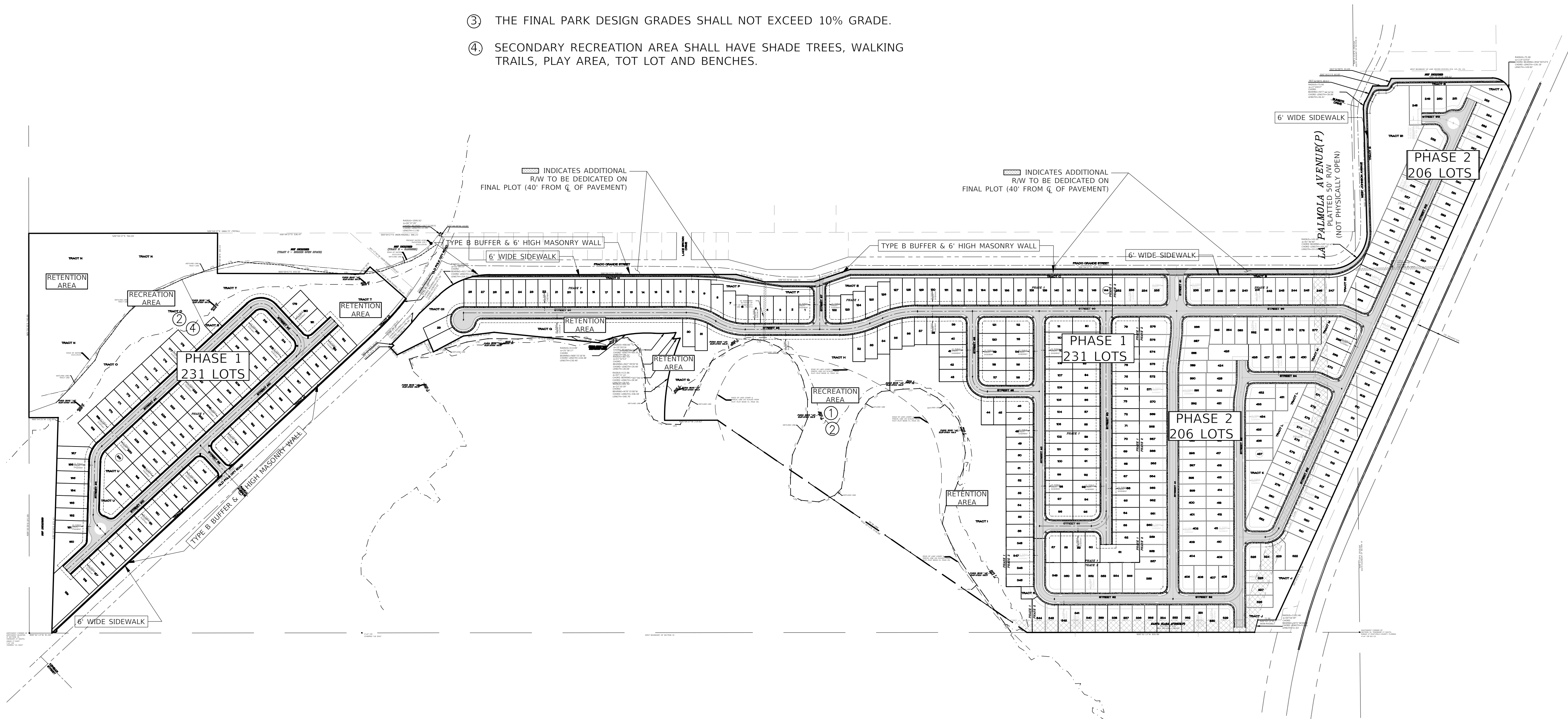
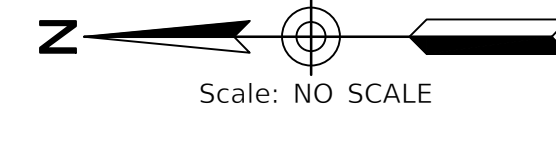
# HAMMOCK RESERVE CDD PHASE 1 AND 2

LOTS  
PHASE 1 - (1-231)  
PHASE 2 - (232-437)

- PHASE 1 TRACT USAGE TABLE**
- TRACTS C, D, P AND Q ARE BUFFER AREAS / OPEN SPACE, AND WALL/FENCE/LANDSCAPE/SIGN AREAS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.
  - TRACTS R AND S ARE LIFT STATION TRACTS, TO BE DEDICATED TO THE CITY OF HAINES CITY FOR OWNERSHIP AND MAINTENANCE.
  - TRACTS H AND O ARE OPEN SPACE AND RECREATION AREAS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.
  - TRACTS E, F, G, G1, L, N, T, AND U ARE OPEN SPACE, DRAINAGE, AND DRAINAGE/RETENTION AREAS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

**RECREATION CENTER NOTES**

- THE AMENITY CENTER PLAN SHALL BE SUBMITTED WITH THE CONSTRUCTION PLANS. THE MAIN AMENITY CENTER SHALL INCLUDE ALL PURPOSE PLAY FIELD, DOG PARK, WALKING TRAILS, TOT LOT, BENCHES AND CABANA (MINIMUM 140 SF).
- SECONDARY RECREATION AREA SHALL HAVE SHADE TREES, WALKING TRAILS, PLAY AREA AND BENCHES.
- THE FINAL PARK DESIGN GRADES SHALL NOT EXCEED 10% GRADE.
- SECONDARY RECREATION AREA SHALL HAVE SHADE TREES, WALKING TRAILS, PLAY AREA, TOT LOT AND BENCHES.



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**WOOD & ASSOCIATES**  
Engineering, LLC  
1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (888) 340-7667 • EMAIL: INFO@WOODCYCL.COM  
CERTIFICATE OF AUTHORIZATION NO. 00124

**HAMMOCK RESERVE  
PHASE 1**  
OLD POLK CITY ROAD  
CITY OF HAINES CITY,  
POLK COUNTY, STATE OF FLORIDA

STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
DENNIS L. WOOD  
No. 17646  
DATE: \_\_\_\_\_  
JOHN R. BANNON, P.E. #82311  
DENNIS L. WOOD, P.E. #17646 (FL)  
This item has been digitally signed and sealed by Dennis L. Wood. The digital signature and seal are not considered signed and sealed and the signature must be verified on any electronic copies.

Z:\Drawing Files\AMCOPE\OLD POLK CITY RD CDD\New folder\EXHIBIT 9 AMCOPE - PRELIMINARY PLAT.dwg-Owner/Plat Date: 11/18/2019

**HAMMOCK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**FIRST AMENDMENT TO THE ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
HAMMOCK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**January 26, 2021**

**HAMMOCK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9- Summary of Proposed District Facilities

**FIRST AMENDMENT TO THE ENGINEER’S REPORT  
HAMMOCK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**I. PURPOSE**

The purpose of this First Amendment to the Engineer’s Report is to expand the boundary of the existing Community Development District (CDD). The existing CDD contains two phases (Phase 1-231 lots; Phase 2-206 lots) consisting of approximately 109.99 acres. The proposed CDD expansion will increase the lots in Phase 2 to 418 lots and will include the addition of Phase 3 consisting of 380 single family lots. The expanded CDD will have a total of 1,029 single family lots and consist of approximately 393.19 acres.

**II. INTRODUCTION**

The Hammock Reserve Community Development District (the “District”) is north and south of Old Polk City Road, and west of Hwy 27, within Haines City (the “City”). The District shall consist of approximately 393.19 acres and is expected to contain 1,029 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 19-1665 which was approved by the City Commission on December 5, 2019. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 9 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make



reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

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

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

### **III. SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.



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

#### **IV. THE DEVELOPMENT**

The Development will consist of 1,029 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north and south of Old Polk City Road, and west of Hwy 27 within the City. The existing District has a future land use designation of LDR (Low Density Residential) and a zoning of RPUD (Residential Planned Unit Development). The expansion parcels have an existing land use of Polk County RL-4 (Residential Low), Polk County RL-1 (Residential Low), Polk County A/RR (Agriculture/Residential Rural), Polk County PD (Planned Development) and Haines City AG (Agriculture) and CON (Conservation). The expansion parcels designated with Polk County future land use and zoning shall be annexed into the City of Haines City and shall have a proposed future land use of Haines City LDR and a proposed zoning of Haines City RPUD.

#### **V. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phase 1, Phase 2, and Phase 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## **VI. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0357G (dated 12/22/2016), demonstrates that the property is located within Flood Zone X, and Panel No. 12105C0356G and 12105C0219G (dated 12/22/2016) in Flood Zone AE . Based on this information and the site topography, it does not appear that floodplain compensation will be required.

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

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W and 40' R/W with 24' and 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

### **Water and Wastewater Facilities**

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

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along near US 27.

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

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2020; Phase 2 in 2021; Phase 3 in 2022. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

### **Public Amenities and Parks**

The District will provide funding for a public Amenity Center to include the following: pavilion with tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the public Amenity Center, and passive parks through out the development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

**VII. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

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

**PHASE 1 (231 Lots)**

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | Approved                        |
| Preliminary Plat                    | Approved                        |
| SWFWMD ERP                          | Approved                        |
| Construction Permits                | Approved                        |
| Polk County Health Department Water | Approved                        |
| FDEP Sewer                          | Approved                        |
| FDEP NOI                            | Approved                        |
| ACOE                                | N/A                             |

**PHASE 2 (Existing -206 Lots; Expansion 212 Lots)**

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |                  |
|-------------------------------------|---------------------------------|------------------|
|                                     | <b>Existing</b>                 | <b>Expansion</b> |
| Zoning Approval                     | Approved                        | Approved         |
| Preliminary Plat                    | Approved                        | Not Required     |
| SWFWMD ERP                          | February 2021                   | June 2021        |
| Construction Permits                | February 2021                   | June 2021        |
| Polk County Health Department Water | February 2021                   | June 2021        |
| FDEP Sewer                          | February 2021                   | June 2021        |
| FDEP NOI                            | February 2021                   | June 2021        |
| ACOE                                | N/A                             | N/A              |

**PHASE 3 (380 Lots)**

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | October 2021                    |
| Preliminary Plat                    | January 2022                    |
| SWFWMD ERP                          | July 2022                       |
| Construction Permits                | July 2022                       |
| Polk County Health Department Water | July 2022                       |
| FDEP Sewer                          | July 2022                       |
| FDEP NOI                            | July 2022                       |
| ACOE                                | N/A                             |

**VIII. RECOMMENDATION**

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

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

**IX. REPORT MODIFICATION**

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

## **X. CONCLUSION**

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

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

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



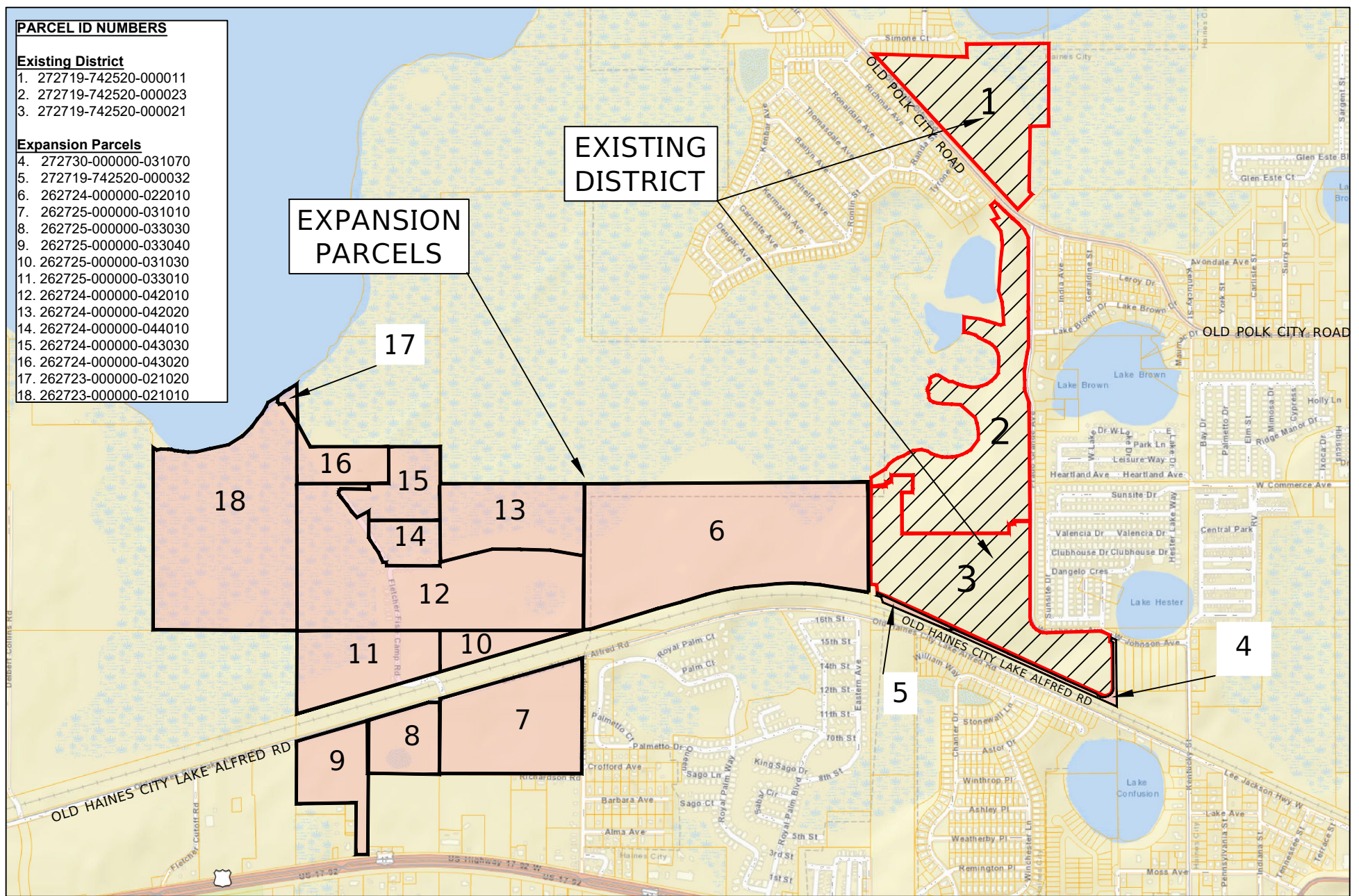
**PARCEL ID NUMBERS**

**Existing District**

- 1. 272719-742520-000011
- 2. 272719-742520-000023
- 3. 272719-742520-000021

**Expansion Parcels**

- 4. 272730-000000-031070
- 5. 272719-742520-000032
- 6. 262724-000000-022010
- 7. 262725-000000-031010
- 8. 262725-000000-033030
- 9. 262725-000000-033040
- 10. 262725-000000-031030
- 11. 262725-000000-033010
- 12. 262724-000000-042010
- 13. 262724-000000-042020
- 14. 262724-000000-044010
- 15. 262724-000000-043030
- 16. 262724-000000-043020
- 17. 262723-000000-021020
- 18. 262723-000000-021010



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**LEGEND**

- EXISTING DISTRICT (1-3)
- EXPANSION PARCELS (4-18)

**EXHIBIT 1 - LOCATION MAP  
HAMMOCK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**





**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF EXISTING DISTRICT**

Tract #1: All of the Replat of a part of Golf Grounds Estates and Agua Vista Country Club, Haines City, Florida, as shown by map or plat thereof recorded in Plat Book 41, Page 26, Public Records of Polk County, Florida, LESS AND EXCEPT that part thereof as set forth in Final Judgment, Case No. 18404-31-542, filed June 27, 1968, recorded in O.R. Book 1164, Page 498, Public Records of Polk County, Florida and LESS AND EXCEPT beginning at the Northwest (NW) corner of the Northwest Quarter (NW 1/4) of Section 19, Township 27 South, Range 27 East, and then run South Eighty-seven (87) feet more or less to the easterly boundary line of the right of way of County Road No. 17, then run in a easterly direction a distance of 872.50 feet more or less to a point 118 feet South of the South boundary line of Section 18, Township 27 South, Range 27 East; then run north 118 feet to the South boundary line of said Section 18, then run West along the said South Boundary line a distance of 871.95 feet to the point of beginning.

ALSO LESS AND EXCEPT that portion conveyed to D E Ranch, Inc., a Florida corporation, by deed recorded in O.R. Book 10268, Page 2011, Public Records of Polk County, Florida.

Tract #2: All that part of West half of NE 1/4 of NW 1/4 and all that part of NE 1/4 of NW 1/4 of NW 1/4 (or NE 1/4 of United States Government Lot 1), lying North of the ACL Railroad Right of Way in Section 30, Township 27 South, Range 27 East, Polk County, Florida.

LESS and EXCEPT that portion of Tract #2 lying within and North of the right of way of Johnson Avenue West.

LESS and EXCEPT that portion of Tracts #1 and 2 conveyed by deed recorded in O.R. Book 8278, Page 1958, Public Records of Polk County, Florida, being more particularly described as follows:

**Commence** at the Southwest corner of Section 19, Township 27 South, Range 27 East, Polk County, Florida and run  $N00^{\circ}02'56''W$ , along the West boundary of said Section 19, 280.75 feet to the Point of Beginning, said point being on the Northerly right of way boundary of the CSX railroad right of way; thence continue  $N00^{\circ}02'56''W$  along said West boundary, 81.65 feet; thence  $S65^{\circ}19'34''E$ , 515.47 feet; thence  $S65^{\circ}43'55''E$ , parallel with, and 30 feet Northerly of said railroad right of way, 1831.08 feet to the beginning of a curve concaved Northwesterly, having a radius of 75.00 feet, a central angle of  $114^{\circ}32'24''$ , a chord bearing of  $N56^{\circ}59'53''E$ , and a chord distance of 126.18 feet; thence along said curve, an arc distance of 149.93 feet to the end of said curve; thence  $N00^{\circ}16'19''W$ , 408.82 feet; thence  $N63^{\circ}52'00''W$ , 33.49 feet; thence  $N00^{\circ}16'21''W$ , 60.00 feet to the Southerly right of way boundary of Johnson Avenue; thence  $S63^{\circ}52'00''E$ , along said right of way boundary, 66.99 feet; thence  $S00^{\circ}16'19''E$ , along the West boundary of Lake Hester Estates Subdivision, and the Southerly projection of that West boundary, 617.29 feet to its intersection with the aforementioned Northerly right of way of the CSX railroad; thence  $N65^{\circ}43'55''W$  along said right of way, 1994.45 feet to the beginning of a curve concaved Southwesterly, having a radius of 2869.35 feet, a central angle of  $09^{\circ}40'02''$ , a chord bearing of  $N70^{\circ}34'01''W$ , and a chord distance of 483.55 feet; thence along said curve, an arc distance of 484.13 feet to the Point of Beginning.

**AND LESS**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA DESCRIBED AS:

**COMMENCE** AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE THEREOF  $N-89^{\circ}55'35''-E$ , 1617.81 FEET; THENCE DEPARTING SAID NORTH LINE,  $S-00^{\circ}04'27''-E$ , 764.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE  $S-00^{\circ}04'27''-E$ , 536.47 FEET; THENCE ALONG A NON-RADIAL LINE  $S-41^{\circ}17'42''-W$ , 340.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) PER OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/Delta OF  $02^{\circ}36'03''$ , A CHORD BEARING OF  $N-53^{\circ}40'29''-W$ , A CHORD DISTANCE OF 50.20 FEET, FOR AN ARC LENGTH OF 50.20 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG A NON-RADIAL LINE,  $N-41^{\circ}17'42''-E$ , 193.47 FEET; THENCE  $N-00^{\circ}09'47''-E$ , 593.50 FEET; THENCE  $S-89^{\circ}49'38''-E$ , 163.01 FEET TO THE **POINT OF BEGINNING**.

**AND LESS**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA DESCRIBED AS:

**COMMENCE** AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE THEREOF  $N-89^{\circ}55'35''-E$ , 1617.81 FEET; THENCE DEPARTING SAID NORTH LINE,  $S-00^{\circ}04'27''-E$ , 1300.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE  $S-00^{\circ}04'27''-E$ , AND ALONG A NON-RADIAL LINE, 366.21 FEET TO A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING ON THE EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) PER OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1095.92 FEET, A CENTRAL ANGLE/Delta OF  $00^{\circ}37'28''$ , A CHORD BEARING OF  $N-67^{\circ}52'05''-W$ , A CHORD DISTANCE OF 11.95 FEET, FOR AN ARC LENGTH OF 11.95 FEET; THENCE 2) ALONG A RADIAL LINE  $S-22^{\circ}26'39''-W$ , 10.00 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 3) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/Delta OF  $12^{\circ}26'50''$ , A CHORD BEARING OF  $N-61^{\circ}19'56''-W$ , A CHORD DISTANCE OF 239.78 FEET, FOR AN ARC LENGTH OF 240.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG A NON-RADIAL LINE,  $N-41^{\circ}17'42''-E$ , 340.63 FEET TO THE **POINT OF BEGINNING**.



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**EXHIBIT 2**  
**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF EXISTING DISTRICT**

**AND ALL BEING FURTHER DESCRIBED AS:**

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, S-00°02'13"-91.40 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING AT THE INTERSECTION OF SAID WEST BOUNDARY AND THE NORTH EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROADS-17) ACCORDING TO THAT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID INTERSECTION POINT IS ALSO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST BOUNDARY AND SAID NORTH EASTERLY RIGHT-OF-WAY, S-88°19'34"-E, 872.41 FEET TO A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943"; THENCE N-00°04'25"-W, 118.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG SAID NORTH LINE N-89°55'35"-E, 745.86 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 764.04 FEET; THENCE N-89°49'38"-W, 163.01 FEET; THENCE S-00°09'47"-W, 593.50 FEET; THENCE S-48°42'18"-E, 36.95 FEET; THENCE ALONG A NON-RADIAL LINE, S-41°17'42"-W, 193.47 FEET TO A POINT ON SAID NORTH EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17), SAID POINT IS ALSO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/Delta OF 09°35'00", A CHORD BEARING OF N-47°42'58"-W, A CHORD DISTANCE OF 184.76 FEET, FOR AN ARC LENGTH OF 184.98 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE CONTINUE ALONG SAID NORTH EASTERLY RIGHT-OF-WAY N-42°55'28"-W, 1787.64 FEET TO THE POINT OF BEGINNING.

**AND**

COMMENCE AT A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, N-00°02'13"-W, 425.20 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY, AND CONTINUING N-00°02'13"-W, 920.96 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS HEREBY DESIGNATED AS POINT "A" TO BE USED HEREIN AFTER; THENCE CONTINUE ALONG SAID WEST BOUNDARY, AND CONTINUING N-00°02'13"-W, 60.32 FEET, MORE OR LESS, TO THE EDGE OF LAKE LOWRY; THENCE DEPARTING SAID WEST BOUNDARY, MEANDER NORTHWESTERLY ALONG THE EDGE OF LAKE LOWRY TO ITS INTERSECTION WITH A LINE THAT LIES 650 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY OF PRADO GRANDE ROAD, SAID POINT OF INTERSECTION LIES N-34°26'13"-E, AND 1518.68 FEET DISTANT FROM SAID DESIGNATED POINT "A"; THENCE DEPARTING SAID EDGE OF LAKE LOWRY, AND ALONG SAID PARALLEL LINE, N-00°04'27"-W, 214.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 842.42 FEET, A CENTRAL ANGLE/Delta OF 23°10'19", A CHORD BEARING OF S-79°15'00"-E, A CHORD DISTANCE OF 338.38 FEET, FOR AN ARC LENGTH OF 340.70 FEET TO A 5/8" IRON ROD STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 513.86 FEET, A CENTRAL ANGLE/Delta OF 03°11'13", A CHORD BEARING OF N-07°06'30"-W, A CHORD DISTANCE OF 28.58 FEET, FOR AN ARC LENGTH OF 28.58 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 867.42 FEET, A CENTRAL ANGLE/Delta OF 01°52'53" A CHORD BEARING OF S-67°39'05"-E, A CHORD DISTANCE OF 28.48 FEET, FOR AN ARC LENGTH OF 28.48 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE EASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 488.86 FEET, A CENTRAL ANGLE/Delta OF 10°20'24", A CHORD BEARING OF N-01°54'19"-W, A CHORD DISTANCE OF 88.10 FEET, FOR AN ARC LENGTH OF 88.22 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" TO A POINT OF REVERSE CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 514.89 FEET, A CHORD BEARING OF N-09°33'16"-W, A CHORD DISTANCE OF 228.48 FEET, FOR AN ARC LENGTH OF 230.40 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-05°39'15"-E, 424.44 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8132"; THENCE N-06°51'08"-W, 125.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-27°54'56"-W, 137.20 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-66°43'58"-E, 55.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-26°37'46"-W, 140.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-47°06'21"-E, 37.32 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) ACCORDING TO THAT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1) S-43°25'35"-E, 15.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 2) ALONG A NON-RADIAL LINE N-46°11'39"-E, 10.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 3) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1185.92 FEET, A CENTRAL ANGLE/Delta OF 08°03'30", A CHORD BEARING OF S-47°50'06"-E, A CHORD DISTANCE OF 166.66 FEET FOR AN ARC LENGTH OF 166.79 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-42°53'42"-E, 110.24 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8132," SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE/Delta OF 42°49'15", A CHORD BEARING OF S-21°29'05"-E, A CHORD DISTANCE OF 219.03 FEET, FOR AN ARC LENGTH OF 224.21 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE WESTERLY RIGHT OF WAY OF PRADO GRANDE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING SIX (6) COURSES: THENCE 1) S-00°04'27"-E, 996.62 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 2) S-14°36'35"-W, 118.26 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 3) S-00°03'35"-W, 199.75 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-18°55'11"-E, 156.16 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 5) S-00°04'27"-E, 1946.53 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 6) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE/Delta OF 91°36'40", A CHORD BEARING OF S-45°52'47"-E, A CHORD DISTANCE OF 207.92 FEET, FOR AN ARC LENGTH OF 231.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE SOUTHERLY RIGHT-OF-WAY OF WEST JOHNSON AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE(5) COURSES: 1) N-88°18'53"-E, 493.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY;



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**EXHIBIT 2**  
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THENCE 2) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 27°49'07", A CHORD BEARING OF S-77°46'34"-E, A CHORD DISTANCE OF 36.06 FEET, FOR AN ARC LENGTH OF 36.41 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 3) S-63°52'00"-E, 68.61 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-00°16'21"-E, 60.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 5) S-63°52'00"-E, 33.49 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, S-00°16'19"-E, 408.82 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 114°32'03", A CHORD BEARING OF S-56°59'53"-W, A CHORD DISTANCE OF 126.18 FEET, FOR AN ARC LENGTH OF 149.93 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", THENCE N-65°43'55"-W, 1831.08 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-65°19'34"-W, 460.35 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", THENCE N-00°02'13"-W, 72.98 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126, SAID POINT IS ALSO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 3133.46 FEET, A CENTRAL ANGLE/Delta OF 00°56'39", A CHORD BEARING OF N-75°36'08"-W, A CHORD DISTANCE OF 51.63 FEET, FOR AN ARC LENGTH OF 51.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 109.99 ACRES MORE OR LESS.



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EXHIBIT 2  
HAMMOCK RESERVE CDD  
LEGAL DESCRIPTION OF EXISTING DISTRICT

**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF EXPANSION PARCELS**

**MAP #4 272730-000000-031070**

THAT PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LAYING NORTH OF AND WITHIN 30 FEET OF THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE CSX RAILROAD.

**MAP #5 272719-742520000032**

**COMMENCE** AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN N00°02'56"W, ALONG THE WEST BOUNDARY OF SAID SECTION 19, 280.75 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE CSX RAILROAD RIGHT OF WAY; THENCE CONTINUE N00°02'56"W ALONG SAID WEST BOUNDARY, 81.65 FEET; THENCE S65°19'34"E, 515.47 FEET; THENCE S65°43'55"E, PARALLEL WITH, AND 30 FEET NORTHERLY OF SAID RAILROAD RIGHT OF WAY, 1831.08 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 114°32'24", A CHORD BEARING OF N56°59'53"E, AND A CHORD DISTANCE OF 126.18 FEET; THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 149.93 FEET TO THE END OF SAID CURVE; THENCE N00°16'19"W, 408.82 FEET; THENCE N63°52'00"W, 33.49 FEET; THENCE N00°16'21 "W, 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF JOHNSON AVENUE; THENCE S63°52'00"E, ALONG SAID RIGHT OF WAY BOUNDARY, 66.99 FEET; THENCE S00°16'19"E, ALONG THE WEST BOUNDARY OF LAKE HESTER ESTATES SUBDIVISION, AND THE SOUTHERLY PROJECTION OF THAT WEST BOUNDARY, 617.29 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF THE CSX RAILROAD; THENCE N65°43'55"W ALONG SAID RIGHT OF WAY, 1994.45 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 2869.35 FEET, A CENTRAL ANGLE OF 09°40'02", A CHORD BEARING OF N70°34'01 "W, AND A CHORD DISTANCE OF 483.55 FEET; THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 484.13 FEET TO THE **POINT OF BEGINNING**.

**Map #6 262724-000000-022010**

THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE ATLANTIC COAST LINE RAILROAD AND OLD FLORIDA STATE ROAD #17, BEING MORE PARTICULARLY DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 24, AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST ¼, TO A POINT ON THE NORTHERLY LINE OF THE CSX RAILROAD (FORMERLY KNOWN AS ATLANTIC COASTLINE RAILROAD), PER MAP Y-3 FLA-47; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST ¼; THENCE ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST ¼, TO THE NORTHWEST CORNER OF THE SOUTH ½ OF SAID SOUTHEAST ¼; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SOUTHEAST ¼ TO THE **POINT OF BEGINNING**.

**Map #7-9 262725-000000-031010, 262725-000000-033030, AND 262725-000000-033040**

THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, **LESS** THAT PART LYING NORTH OF THE RAILROAD, AND **LESS** ROAD RIGHT-OF-WAY.

AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF OLD STATE ROAD NO. 37.

THE WEST 555 FEET OF THE NORTH 264 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

THE EAST 105 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF US HIGHWAY 17, A/K/A HIGHWAY 92.

**AND**

ALL THAT PARCEL OF LAND SITUATE SOUTH OF OLD HAINES CITY/LAKE ALFRED HIGHWAY IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST; **AND** ALSO SOMETIMES DESCRIBED AS THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, SOUTH OF THE RAILROAD AND SOUTH OF OLD ROAD IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALL LYING AND BEING IN POLK COUNTY, FLORIDA.

ALL BEING FURTHER DESCRIBED AS:

**BEGIN** AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25, AND THE SOUTHERLY LINE OF OLD SATE ROAD NO. 37 (ALSO KNOWN AS OLD HAINES CITY/LAKE ALFRED HIGHWAY), AND RUN THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE DEPARTING SAID SOUTHERLY LINE OF OLD STATE ROAD NO. 37, AND EASTERLY ALONG SAID NORTH LINE, TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST ¼, OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID EAST LINE, TO A POINT ON THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF OLD STATE ROAD NO. 37, TO ITS INTERSECTION WITH THE WEST LINE OF FLETCHER TRAILER PARK ROAD, PER MAP BOOK 1, PAGE 121 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37, AND SOUTHERLY ALONG THE WEST LINE OF SAID FLETCHER TRAILER PARK ROAD, TO ITS INTERSECTION WITH THE NORTH LINE OF RICHARDSON ROAD, PER MAP BOOK 7, PAGE 15 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH LINE OF RICHARDSON ROAD, TO THE WEST LINE OF SAID RICHARDSON ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF RICHARDSON ROAD, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF THE NORTHWEST ¼, OF THE NORTHWEST ¼ OF SAID SECTION 25, TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST 1/4, OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE SOUTHERLY ALONG SAID EAST LINE, TO A POINT ON THE NORTHERLY LINE OF U.S. HIGHWAY 17 AND 92; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 105 FEET OF THE WEST ½, OF THE SOUTHWEST ¼, OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE WEST 555 FEET, OF THE NORTH 264 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG SAID SOUTH LINE, TO A POINT ON THE WEST LINE OF THE SOUTHWEST ¼, OF THE NORTHWEST ¼, OF THE NORTHWEST ¼, OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE TO THE **POINT OF BEGINNING**.



**EXHIBIT 3**  
**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF EXPANSION PARCELS**



**MAP #10 262725-000000-031030**

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼, LYING NORTH OF THE RAILROAD IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**MAP #11 262725-000000-033010**

ALL THAT PART OR PARCEL OF LAND SITUATE IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ NORTH OF THE RIGHT-OF-WAY OF THE CSX RAILROAD, IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**MAP #12 262724-000000-042010**

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

**LESS AND EXCEPT** THAT PORTION CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1148, PAGE 198, AND QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2025, PAGE 270 DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE SOUTH 00°00'44" WEST, 335.61 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°00'44" WEST, 415.61 FEET; THENCE SOUTH 89°52'10" WEST, 495.75 FEET; THENCE NORTH 00°00'44" EAST, 30.0 FEET; THENCE SOUTH 89°52'10" WEST 20.0 FEET MORE OR LESS TO THE EASTERLY WATER'S EDGE OF A CANAL; THENCE NORTHWESTERLY ALONG SAID CANAL 309.35 FEET MORE OR LESS; THENCE NORTH 00°01'34" WEST, 142.3 FEET; THENCE NORTH 89°50'58" EAST, 661.67 FEET TO THE **POINT OF BEGINNING**; LESS THE EAST 15.0 FEET AND THE SOUTH 30.0 FEET THEREOF FOR ROAD EASEMENT AND A 30.0 FOOT ROAD EASEMENT ALONG THE SOUTHWESTERLY SIDE AS FOLLOWS: **BEGIN** AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 00°01'34" EAST, 126.3 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 33°18'00" EAST, 309.35 FEET; THENCE SOUTH 00°00'44" WEST, 30.0 FEET; THENCE NORTH 89°52'10" EAST, 34.01 FEET; THENCE NORTH 00°00'44" EAST, 30.0 FEET; THENCE NORTH 33°18'00" WEST, 331.07 FEET; THENCE NORTH 34°46'30" WEST, 43.16 FEET; THENCE SOUTH 00°01'34" EAST, 52.56 FEET TO THE **POINT OF BEGINNING**.

**AND LESS AND EXCEPT** THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1427, PAGE 326 AND QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2025, PAGE 270 DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; RUN THENCE SOUTH 89°49'45" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1323.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°00'44" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 721.20 FEET; THENCE NORTH 75°46'14" EAST A DISTANCE OF 506.5 FEET; THENCE SOUTH 89°52'46" EAST A DISTANCE OF 500.6 FEET; THENCE SOUTH 80°13'46" EAST A DISTANCE OF 336.22 FEET TO A POINT LOCATED ON THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 00°05'20" EAST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 658.78 FEET TO THE **POINT OF BEGINNING**.

**AND LESS AND EXCEPT** THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 928 DESCRIBED AS FOLLOWS:

START AT THE CONCRETE MARKER IN THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE IN AN EASTERLY DIRECTION 661.90 FEET TO A MARKER; THENCE SOUTH 251.92 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 59°00'00" TO THE EDGE OF THE CANAL; THENCE IN A NORTHWESTERLY DIRECTION ALONG EDGE OF THE CANAL; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EDGE OF THE CANAL, FOLLOWING THE CANAL AS IT MAKES A TURN TO AN EASTERLY DIRECTION ALONG EDGE OF CANAL BACK TO THE LINE THAT INTERSECTS THE AFORE SET FORTH SOUTHERLY DIRECTION LINE OF 251.92 FEET; THENCE PROCEED SOUTHERLY ALONG SAID LINE TO **POINT OF BEGINNING**.

**AND LESS AND EXCEPT** THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 931 DESCRIBED AS FOLLOWS:

TRACT D: THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, **LESS** THE EAST 15.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY; AND AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: **BEGIN** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE SOUTH 00°00'44" WEST, 335.61 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 89°50'58" WEST, 15.0 FEET; THENCE SOUTH 00°00'44" WEST, 385.61 FEET; THENCE SOUTH 89°52'10" WEST, 446.75 FEET; THENCE SOUTH 00°00'44" WEST, 30.0 FEET; THENCE NORTH 89°52'10" EAST, 461.75 FEET; THENCE NORTH 00°00'44" EAST, 415.61 FEET TO THE **POINT OF BEGINNING**; AND AN EASEMENT FOR INGRESS AND EGRESS TO THE WEST SIDE OF PROPERTY OVER THE FOLLOWING DESCRIBED PROPERTY: **BEGIN** AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE NORTH 89°49'45" EAST, 661.90 FEET; THENCE SOUTH 00°01'34" EAST, 251.92 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 57°00'00" WEST, 119.99 FEET; THENCE SOUTH 34°46'30" EAST, 176.4 FEET; THENCE SOUTH 33°18'00" EAST, 309.35 FEET; THENCE SOUTH 00°00'44" EAST, 30.0 FEET; THENCE NORTH 89°52'10" EAST, 34.01 FEET; THENCE NORTH 00°00'44" EAST, 30.0 FEET; THENCE NORTH 33°18'00" WEST, 331.07 FEET; THENCE NORTH 34°46'30" WEST, 147.75 FEET; THENCE NORTH 57°00'00" EAST, 68.85 FEET; THENCE NORTH 00°01'34" WEST, 34.0 FEET TO THE **POINT OF BEGINNING**.



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**EXHIBIT 3**  
**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF EXPANSION PARCELS**

**MAP #13 262724-000000-042020**

**BEGINNING** AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 89°49'45" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 1323.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE RUN SOUTH 00°00'44" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 721.20 FEET; THENCE NORTH 75°46'14" EAST A DISTANCE OF 506.5 FEET; THENCE SOUTH 89°52'46" EAST, A DISTANCE OF 500.6 FEET; THENCE SOUTH 80°13'46" EAST A DISTANCE OF 336.22 FEET TO A POINT LOCATED ON THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE RUN NORTH 00°05'20" EAST ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 658.78 FEET TO THE POINT OF BEGINNING.

**MAP #14 262724-000000-044010**

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE SOUTH 00°00'44" WEST 335.61 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°00'44" WEST 415.61 FEET; THENCE SOUTH 89°52'10" WEST 495.75 FEET, THENCE NORTH 00°00'44" EAST 30.00 FEET, THENCE SOUTH 89°52'10" WEST 20.00 FEET (+ OR -) TO THE EASTERLY WATER'S EDGE OF A CANAL, THENCE NORTHWESTERLY ALONG SAID CANAL 309.35 FEET (+ OR -), THENCE NORTH 00°01'34" WEST 142.3 FEET, THENCE NORTH 89°50'58" EAST, 661.67 FEET TO THE POINT OF BEGINNING.

**MAP #15 262724-000000-043030**

TRACT 0: THE NORTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS THE EAST 15.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY; AND

TRACT D-1: THE EAST 474.0 FEET OF THE SOUTH 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS THE EAST 15.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY; AND

START AT THE CONCRETE MARKER IN THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE IN AN EASTERLY DIRECTION 661.90 FEET TO A MARKER; THENCE SOUTH 251.92 FEET FOR A POINT OF BEGINNING; THENCE S 59 DEG. 0'00" WEST, TO THE EDGE OF A CANAL; THENCE IN A NORTHWESTERLY DIRECTION ALONG EDGE OF CANAL, FOLLOWING THE CANAL AS IT MAKES A TURN TO AN EASTERLY DIRECTION ALONG EDGE OF CANAL BACK TO A LINE THAT INTERSECTS THE AFORESAID SET FORTH SOUTHERLY DIRECTION LINE OF 251.92 FEET; THENCE PROCEED SOUTHERLY ALONG SAID LINE TO THE POINT OF BEGINNING, ALL IN PARCEL G AS SET FORTH IN A SURVEY AS RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 929.

**MAP #16 262724-000000-043020**

THE SOUTH 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS THE EAST 474 FEET.

AND

**BEGIN** AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE RUN NORTH 00°03'53" WEST, 336.25 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE NORTH 00°03'53" WEST 143.28 FEET TO THE EASTERLY WATER'S EDGE OF A CANAL, THENCE SOUTHEASTERLY ALONG SAID WATER'S EDGE TO A POINT NORTH 89°48'32" EAST, 90.00 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 89°48'32" WEST 90.00 FEET TO THE POINT OF BEGINNING.

**MAP #17 262723-000000-021020**

**BEGIN** SOUTHEAST CORNER OF NORTHEAST 1/4 OF SOUTHEAST 1/4 RUN NORTH 480.53 FEET TO EASTERLY EDGE OF CANAL FOR POINT OF BEGINNING CONTINUE NORTH 465.2 FEET TO LAKE LOWERY SOUTHWESTERLY ALONG LAKE TO PT NORTH 33 DEGREE 41 MINUTES W 370.82 FEET FROM POINT OF BEGINNING SOUTH 33 DEGREE 41 MINUTES EAST 370.82 FEET TO POINT OF BEGINNING.

**MAP #18 262723-000000-021010**

THE EAST 1/2 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING:

**BEGIN** AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE NORTH 00°03'53" WEST 480.53 FEET TO THE EASTERLY WATER'S EDGE OF A CANAL FOR A POINT OF BEGINNING, THENCE CONTINUE NORTH 00°03'53" WEST 465.20 FEET TO THE WATER'S EDGE OF LAKE LOWERY, THENCE SOUTHWESTERLY ALONG SAID WATER'S EDGE TO A POINT NORTH 33°41'00" WEST 370.82 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 33°41'00" EAST 370.82 FEET TO THE POINT OF BEGINNING, BEING PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

CONTAINING 283.20 ACRES +/-.



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EXHIBIT 3  
HAMMOCK RESERVE CDD  
LEGAL DESCRIPTION OF EXPANSION PARCELS

**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF DISTRICT AS AMENDED**

Tract #1: All of the Replat of a part of Golf Grounds Estates and Agua Vista Country Club, Haines City, Florida, as shown by map or plat thereof recorded in Plat Book 41, Page 26, Public Records of Polk County, Florida, LESS AND EXCEPT that part thereof as set forth in Final Judgment, Case No. 18404-31-542, filed June 27, 1968, recorded in O.R. Book 1164, Page 498, Public Records of Polk County, Florida and LESS AND EXCEPT beginning at the Northwest (NW) corner of the Northwest Quarter (NW 1/4) of Section 19, Township 27 South, Range 27 East, and then run South Eighty-seven (87) feet more or less to the easterly boundary line of the right of way of County Road No. 17, then run in a easterly direction a distance of 872.50 feet more or less to a point 118 feet South of the South boundary line of Section 18, Township 27 South, Range 27 East; then run north 118 feet to the South boundary line of said Section 18, then run West along the said South Boundary line a distance of 871.95 feet to the point of beginning.

ALSO LESS AND EXCEPT that portion conveyed to D E Ranch, Inc., a Florida corporation, by deed recorded in O.R. Book 10268, Page 2011, Public Records of Polk County, Florida.

Tract #2: All that part of West half of NE 1/4 of NW 1/4 and all that part of NE 1/4 of NW 1/4 of NW 1/4 (or NE 1/4 of United States Government Lot 1), lying North of the ACL Railroad Right of Way in Section 30, Township 27 South, Range 27 East, Polk County, Florida.

LESS and EXCEPT that portion of Tract #2 lying within and North of the right of way of Johnson Avenue West.

LESS and EXCEPT that portion of Tracts #1 and 2 conveyed by deed recorded in O.R. Book 8278, Page 1958, Public Records of Polk County, Florida, being more particularly described as follows:

**Commence** at the Southwest corner of Section 19, Township 27 South, Range 27 East, Polk County, Florida and run N00°02'56"W, along the West boundary of said Section 19, 280.75 feet to the Point of Beginning, said point being on the Northerly right of way boundary of the CSX railroad right of way; thence continue N00°02'56"W along said West boundary, 81.65 feet; thence S65°19'34"E, 515.47 feet; thence S65°43'55"E, parallel with, and 30 feet Northerly of said railroad right of way, 1831.08 feet to the beginning of a curve concaved Northwesterly, having a radius of 75.00 feet, a central angle of 114°32'24", a chord bearing of N56°59'53"E, and a chord distance of 126.18 feet; thence along said curve, an arc distance of 149.93 feet to the end of said curve; thence N00°16'19"W, 408.82 feet; thence N63°52'00"W, 33.49 feet; thence N00°16'21"W, 60.00 feet to the Southerly right of way boundary of Johnson Avenue; thence S63°52'00"E, along said right of way boundary, 66.99 feet; thence S00°16'19"E, along the West boundary of Lake Hester Estates Subdivision, and the Southerly projection of that West boundary, 617.29 feet to its intersection with the aforementioned Northerly right of way of the CSX railroad; thence N65°43'55"W along said right of way, 1994.45 feet to the beginning of a curve concaved Southwesterly, having a radius of 2869.35 feet, a central angle of 09°40'02", a chord bearing of N70°34'01"W, and a chord distance of 483.55 feet; thence along said curve, an arc distance of 484.13 feet to the Point of Beginning.

**AND LESS**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA DESCRIBED AS:

**COMMENCE** AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE THEREOF N-89°55'35"-E, 1617.81 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 764.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S-00°04'27"-E, 536.47 FEET; THENCE ALONG A NON-RADIAL LINE S-41°17'42"-W, 340.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) PER OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/DELTA OF 02°36'03", A CHORD BEARING OF N-53°40'29"-W, A CHORD DISTANCE OF 50.20 FEET, FOR AN ARC LENGTH OF 50.20 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG A NON-RADIAL LINE, N-41°17'42"-E, 193.47 FEET; THENCE N-00°09'47"-E, 593.50 FEET; THENCE S-89°49'38"-E, 163.01 FEET TO THE **POINT OF BEGINNING**.

**AND LESS**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA DESCRIBED AS:

**COMMENCE** AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE THEREOF N-89°55'35"-E, 1617.81 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 1300.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S-00°04'27"-E, AND ALONG A NON-RADIAL LINE, 366.21 FEET TO A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING ON THE EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) PER OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1095.92 FEET, A CENTRAL ANGLE/DELTA OF 00°37'28", A CHORD BEARING OF N-67°52'05"-W, A CHORD DISTANCE OF 11.95 FEET, FOR AN ARC LENGTH OF 11.95 FEET; THENCE 2) ALONG A RADIAL LINE S-22°26'39"-W, 10.00 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 3) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/DELTA OF 12°26'50", A CHORD BEARING OF N-61°19'56"-W, A CHORD DISTANCE OF 239.78 FEET, FOR AN ARC LENGTH OF 240.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, AND ALONG A NON-RADIAL LINE, N-41°17'42"-E, 340.63 FEET TO THE **POINT OF BEGINNING**.



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**EXHIBIT 4**  
**HAMMOCK RESERVE CDD**  
**LEGAL DESCRIPTION OF DISTRICT AS AMENDED**



**AND ALL BEING FURTHER DESCRIBED AS:**

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943" STANDING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, S-00°02'13"-91.40 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING AT THE INTERSECTION OF SAID WEST BOUNDARY AND THE NORTH EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROADS-17) ACCORDING TO THAT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID INTERSECTION POINT IS ALSO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST BOUNDARY AND SAID NORTH EASTERLY RIGHT-OF-WAY, S-88°19'34"-E, 872.41 FEET TO A 4" X 4" CONCRETE MONUMENT STAMPED "LS 1943"; THENCE N-00°04'25"-W, 118.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG SAID NORTH LINE N-89°55'35"-E, 745.86 FEET; THENCE DEPARTING SAID NORTH LINE, S-00°04'27"-E, 764.04 FEET; THENCE N-89°49'38"-W, 163.01 FEET; THENCE S-00°09'47"-W, 593.50 FEET; THENCE S-48°42'18"-E, 36.95 FEET; THENCE ALONG A NON-RADIAL LINE, S-41°17'42"-W, 193.47 FEET TO A POINT ON SAID NORTH EASTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17), SAID POINT IS ALSO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE/Delta OF 09°35'00", A CHORD BEARING OF N-47°42'58"-W, A CHORD DISTANCE OF 184.76 FEET, FOR AN ARC LENGTH OF 184.98 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE CONTINUE ALONG SAID NORTH EASTERLY RIGHT-OF-WAY N-42°55'28"-W, 1787.64 FEET TO THE **POINT OF BEGINNING**.

**AND**

COMMENCE AT A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, N-00°02'13"-W, 425.20 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID WEST BOUNDARY, AND CONTINUING N-00°02'13"-W, 920.96 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS HEREBY DESIGNATED AS **POINT "A"** TO BE USED HEREIN AFTER; THENCE CONTINUE ALONG SAID WEST BOUNDARY, AND CONTINUING N-00°02'13"-W, 60.32 FEET, MORE OR LESS, TO THE EDGE OF LAKE LOWRY; THENCE DEPARTING SAID WEST BOUNDARY, MEANDER NORTHWESTERLY ALONG THE EDGE OF LAKE LOWRY TO ITS INTERSECTION WITH A LINE THAT LIES 650 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY OF PRADO GRANDE ROAD, SAID POINT OF INTERSECTION LIES N-34°26'13"-E, AND 1518.68 FEET DISTANT FROM SAID **DESIGNATED POINT "A"**; THENCE DEPARTING SAID EDGE OF LAKE LOWRY, AND ALONG SAID PARALLEL LINE, N-00°04'27"-W, 214.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 842.42 FEET, A CENTRAL ANGLE/Delta OF 23°10'19", A CHORD BEARING OF S-79°15'00"-E, A CHORD DISTANCE OF 338.38 FEET, FOR AN ARC LENGTH OF 340.70 FEET TO A 5/8" IRON ROD STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 513.86 FEET, A CENTRAL ANGLE/Delta OF 03°11'13", A CHORD BEARING OF N-07°06'30"-W, A CHORD DISTANCE OF 28.58 FEET, FOR AN ARC LENGTH OF 28.58 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 867.42 FEET, A CENTRAL ANGLE/Delta OF 01°52'53" A CHORD BEARING OF S-67°39'05"-E, A CHORD DISTANCE OF 28.48 FEET, FOR AN ARC LENGTH OF 28.48 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" AND A POINT OF CUSP/CURVE CONCAVE EASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 488.86 FEET, A CENTRAL ANGLE/Delta OF 10°20'24", A CHORD BEARING OF N-01°54'19"-W, A CHORD DISTANCE OF 88.10 FEET, FOR AN ARC LENGTH OF 88.22 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" TO A POINT OF REVERSE CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 514.89 FEET, A CHORD BEARING OF N-09°33'16"-W, A CHORD DISTANCE OF 228.48 FEET, FOR AN ARC LENGTH OF 230.40 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-05°39'15"-E, 424.44 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8132"; THENCE N-06°51'08"-W, 125.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-27°54'56"-W, 137.20 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-66°43'58"-E, 55.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-26°37'46"-W, 140.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-47°06'21"-E, 37.32 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF OLD POLK CITY ROAD (STATE ROAD S-17) ACCORDING TO THAT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1164, PAGE 498, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1) S-43°25'35"-E, 15.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 2) ALONG A NON-RADIAL LINE N-46°11'39"-E, 10.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 3) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1185.92 FEET, A CENTRAL ANGLE/Delta OF 08°03'30", A CHORD BEARING OF S-47°50'06"-E, A CHORD DISTANCE OF 166.66 FEET FOR AN ARC LENGTH OF 166.79 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-42°53'42"-E, 110.24 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8132," SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE/Delta OF 42°49'15", A CHORD BEARING OF S-21°29'05"-E, A CHORD DISTANCE OF 219.03 FEET, FOR AN ARC LENGTH OF 224.21 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE WESTERLY RIGHT OF WAY OF PRADO GRANDE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING SIX (6) COURSES: THENCE 1) S-00°04'27"-E, 996.62 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 2) S-14°36'35"-W, 118.26 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 3) S-00°03'35"-W, 199.75 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-18°55'11"-E, 156.16 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 5) S-00°04'27"-E, 1946.53 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 6) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE/Delta OF 91°36'40", A CHORD BEARING OF S-45°52'47"-E, A CHORD DISTANCE OF 207.92 FEET, FOR AN ARC LENGTH OF 231.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" STANDING ON THE SOUTHERLY RIGHT-OF-WAY OF WEST JOHNSON AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE(5) COURSES: 1) N-88°18'53"-E, 493.84 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY;



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THENCE 2) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 27°49'07", A CHORD BEARING OF S-77°46'34"-E, A CHORD DISTANCE OF 36.06 FEET, FOR AN ARC LENGTH OF 36.41 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 3) S-63°52'00"-E, 68.61 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 4) S-00°16'21"-E, 60.00 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE 5) S-63°52'00"-E, 33.49 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, S-00°16'19"-E, 408.82 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126" SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 114°32'03", A CHORD BEARING OF S-56°59'53"-W, A CHORD DISTANCE OF 126.18 FEET, FOR AN ARC LENGTH OF 149.93 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", THENCE N-65°43'55"-W, 1831.08 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126"; THENCE N-65°19'34"-W, 460.35 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126", THENCE N-00°02'13"-W, 72.98 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 8126, SAID POINT IS ALSO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 3133.46 FEET, A CENTRAL ANGLE/DELTA OF 00°56'39", A CHORD BEARING OF N-75°36'08"-W, A CHORD DISTANCE OF 51.63 FEET, FOR AN ARC LENGTH OF 51.63 FEET TO THE POINT OF BEGINNING.

**AND**

**PARCEL 262724-000000-022010**

THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE ATLANTIC COAST LINE RAILROAD AND OLD FLORIDA STATE ROAD #17, BEING MORE PARTICULARLY DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 24, AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST ¼, TO A POINT ON THE NORTHERLY LINE OF THE CSX RAILROAD (FORMERLY KNOWN AS ATLANTIC COASTLINE RAILROAD), PER MAP Y-3 FLA-47; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST ¼; THENCE ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST ¼, TO THE NORTHWEST CORNER OF THE SOUTH ½ OF SAID SOUTHEAST ¼; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SOUTHEAST ¼ TO THE POINT OF BEGINNING.

**AND**

**PARCEL 262725-000000-031010, 262725-000000-033030, AND 262725-000000-033040**

THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS THAT PART LYING NORTH OF THE RAILROAD, AND LESS ROAD RIGHT-OF-WAY.

AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF OLD STATE ROAD NO. 37.

THE WEST 555 FEET OF THE NORTH 264 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

THE EAST 105 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF US HIGHWAY 17, A/K/A HIGHWAY 92.

**AND**

ALL THAT PARCEL OF LAND SITUATE SOUTH OF OLD HAINES CITY/LAKE ALFRED HIGHWAY IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST; **AND** ALSO SOMETIMES DESCRIBED AS THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, SOUTH OF THE RAILROAD AND SOUTH OF OLD ROAD IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALL LYING AND BEING IN POLK COUNTY, FLORIDA.

ALL BEING FURTHER DESCRIBED AS:

**BEGIN** AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25, AND THE SOUTHERLY LINE OF OLD STATE ROAD NO. 37 (ALSO KNOWN AS OLD HAINES CITY/LAKE ALFRED HIGHWAY), AND RUN THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE DEPARTING SAID SOUTHERLY LINE OF OLD STATE ROAD NO. 37, AND EASTERLY ALONG SAID NORTH LINE, TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST ¼, OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID EAST LINE, TO A POINT ON THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF OLD STATE ROAD NO. 37, TO ITS INTERSECTION WITH THE WEST LINE OF FLETCHER TRAILER PARK ROAD, PER MAP BOOK 1, PAGE 121 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37, AND SOUTHERLY ALONG THE WEST LINE OF SAID FLETCHER TRAILER PARK ROAD, TO ITS INTERSECTION WITH THE NORTH LINE OF RICHARDSON ROAD, PER MAP BOOK 7, PAGE 15 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH LINE OF RICHARDSON ROAD, TO THE WEST LINE OF SAID RICHARDSON ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF RICHARDSON ROAD, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF THE NORTHWEST ¼, OF THE NORTHWEST ¼ OF SAID SECTION 25, TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST 1/4, OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE SOUTHERLY ALONG SAID EAST LINE, TO A POINT ON THE NORTHERLY LINE OF U.S. HIGHWAY 17 AND 92; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 105 FEET OF THE WEST ½, OF THE SOUTHWEST ¼, OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE WEST 555 FEET, OF THE NORTH 264 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE WESTERLY ALONG SAID SOUTH LINE, TO A POINT ON THE WEST LINE OF THE SOUTHWEST ¼, OF THE NORTHWEST ¼, OF THE NORTHWEST ¼, OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.



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**EXHIBIT 4  
HAMMOCK RESERVE CDD  
LEGAL DESCRIPTION OF DISTRICT AS AMENDED**

AND

**MAP #4 272730-000000-031070**

THAT PART OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LAYING NORTH OF AND WITHIN 30 FEET OF THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE CSX RAILROAD.

AND

**MAP #5 272719-742520000032**

**COMMENCE** AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN N00°02'56"W, ALONG THE WEST BOUNDARY OF SAID SECTION 19, 280.75 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE CSX RAILROAD RIGHT OF WAY; THENCE CONTINUE N00°02'56"W ALONG SAID WEST BOUNDARY, 81.65 FEET; THENCE S65°19'34"E, 515.47 FEET; THENCE S65°43'55"E, PARALLEL WITH, AND 30 FEET NORTHERLY OF SAID RAILROAD RIGHT OF WAY, 1831.08 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 114°32'24", A CHORD BEARING OF N56°59'53"E, AND A CHORD DISTANCE OF 126.18 FEET; THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 149.93 FEET TO THE END OF SAID CURVE; THENCE N00°16'19"W, 408.82 FEET; THENCE N63°52'00"W, 33.49 FEET; THENCE N00°16'21 "W, 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF JOHNSON AVENUE; THENCE S63°52'00"E, ALONG SAID RIGHT OF WAY BOUNDARY, 66.99 FEET; THENCE S00°16'19"E, ALONG THE WEST BOUNDARY OF LAKE HESTER ESTATES SUBDIVISION, AND THE SOUTHERLY PROJECTION OF THAT WEST BOUNDARY, 617.29 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF THE CSX RAILROAD; THENCE N65°43'55"W ALONG SAID RIGHT OF WAY, 1994.45 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 2869.35 FEET, A CENTRAL ANGLE OF 09°40'02", A CHORD BEARING OF N70°34'01 "W, AND A CHORD DISTANCE OF 483.55 FEET; THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 484.13 FEET TO THE **POINT OF BEGINNING**.

AND

**Map #6 262724-000000-022010**

THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE ATLANTIC COAST LINE RAILROAD AND OLD FLORIDA STATE ROAD #17, BEING MORE PARTICULARLY DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 24, AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST  $\frac{1}{4}$ , TO A POINT ON THE NORTHERLY LINE OF THE CSX RAILROAD (FORMERLY KNOWN AS ATLANTIC COASTLINE RAILROAD), PER MAP Y-3 FLA-47; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST  $\frac{1}{4}$ ; THENCE ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST  $\frac{1}{4}$ , THENCE ALONG THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$ , TO THE NORTHWEST CORNER OF THE SOUTH  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$ ; THENCE ALONG THE NORTH LINE OF THE SOUTH  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  TO THE **POINT OF BEGINNING**.

AND

**Map #7-9 262725-000000-031010, 262725-000000-033030, AND 262725-000000-033040**

THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS THAT PART LYING NORTH OF THE RAILROAD, AND LESS ROAD RIGHT-OF-WAY.

AND THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF OLD STATE ROAD NO. 37.

THE WEST 555 FEET OF THE NORTH 264 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

THE EAST 105 FEET OF THE WEST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF US HIGHWAY 17, A/K/A HIGHWAY 92.

AND

ALL THAT PARCEL OF LAND SITUATE SOUTH OF OLD HAINES CITY/LAKE ALFRED HIGHWAY IN THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST; AND ALSO SOMETIMES DESCRIBED AS THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ , SOUTH OF THE RAILROAD AND SOUTH OF OLD ROAD IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALL LYING AND BEING IN POLK COUNTY, FLORIDA.

ALL BEING FURTHER DESCRIBED AS:

**BEGIN** AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25, AND THE SOUTHERLY LINE OF OLD SATE ROAD NO. 37 (ALSO KNOWN AS OLD HAINES CITY/LAKE ALFRED HIGHWAY), AND RUN THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25; THENCE DEPARTING SAID SOUTHERLY LINE OF OLD STATE ROAD NO. 37, AND EASTERLY ALONG SAID NORTH LINE, TO A POINT ON THE EAST LINE OF THE SOUTHEAST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID EAST LINE, TO A POINT ON THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF OLD STATE ROAD NO. 37, TO ITS INTERSECTION WITH THE WEST LINE OF FLETCHER TRAILER PARK ROAD, PER MAP BOOK 1, PAGE 121 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY LINE OF SAID OLD STATE ROAD NO. 37, AND SOUTHERLY ALONG THE WEST LINE OF SAID FLETCHER TRAILER PARK ROAD, TO ITS INTERSECTION WITH THE NORTH LINE OF RICHARDSON ROAD, PER MAP BOOK 7, PAGE 15 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH LINE OF RICHARDSON ROAD, TO THE WEST LINE OF SAID RICHARDSON ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF RICHARDSON ROAD, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25; THENCE WESTERLY ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25, TO A POINT ON THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25; THENCE SOUTHERLY ALONG SAID EAST LINE, TO A POINT ON THE NORTHERLY LINE OF U.S. HIGHWAY 17 AND 92; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 105 FEET OF THE WEST  $\frac{1}{2}$ , OF THE SOUTHWEST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE WEST 555 FEET, OF THE NORTH 264 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 25; THENCE WESTERLY ALONG SAID SOUTH LINE, TO A POINT ON THE WEST LINE OF THE SOUTHWEST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$ , OF THE NORTHWEST  $\frac{1}{4}$ , OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE TO THE **POINT OF BEGINNING**.



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LEGAL DESCRIPTION OF DISTRICT AS AMENDED**



AND

**MAP #10 262725-000000-031030**

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼, LYING NORTH OF THE RAILROAD IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND

**MAP #11 262725-000000-033010**

ALL THAT PART OR PARCEL OF LAND SITUATE IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ NORTH OF THE RIGHT-OF-WAY OF THE CSX RAILROAD, IN SECTION 25, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND

**MAP #12 262724-000000-042010**

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

**LESS AND EXCEPT** THAT PORTION CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1148, PAGE 198, AND QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2025, PAGE 270 DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE SOUTH 00°00'44" WEST, 335.61 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°00'44" WEST, 415.61 FEET; THENCE SOUTH 89°52'10" WEST, 495.75 FEET; THENCE NORTH 00°00'44" EAST, 30.0 FEET; THENCE SOUTH 89°52'10" WEST 20.0 FEET MORE OR LESS TO THE EASTERLY WATER'S EDGE OF A CANAL; THENCE NORTHWESTERLY ALONG SAID CANAL 309.35 FEET MORE OR LESS; THENCE NORTH 00°01'34" WEST, 142.3 FEET; THENCE NORTH 89°50'58" EAST, 661.67 FEET TO THE **POINT OF BEGINNING**; LESS THE EAST 15.0 FEET AND THE SOUTH 30.0 FEET THEREOF FOR ROAD EASEMENT AND A 30.0 FOOT ROAD EASEMENT ALONG THE SOUTHWESTERLY SIDE AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 00°01'34" EAST, 126.3 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 33°18'00" EAST, 309.35 FEET; THENCE SOUTH 00°00'44" WEST, 30.0 FEET; THENCE NORTH 89°52'10" EAST, 34.01 FEET; THENCE NORTH 00°00'44" EAST, 30.0 FEET; THENCE NORTH 33°18'00" WEST, 331.07 FEET; THENCE NORTH 34°46'30" WEST, 43.16 FEET; THENCE SOUTH 00°01'34" EAST, 52.56 FEET TO THE **POINT OF BEGINNING**.

**AND LESS AND EXCEPT** THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1427, PAGE 326 AND QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2025, PAGE 270 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; RUN THENCE SOUTH 89°49'45" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1323.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°00'44" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 721.20 FEET; THENCE NORTH 75°46'14" EAST A DISTANCE OF 506.5 FEET; THENCE SOUTH 89°52'46" EAST A DISTANCE OF 500.6 FEET; THENCE SOUTH 80°13'46" EAST A DISTANCE OF 336.22 FEET TO A POINT LOCATED ON THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 00°05'20" EAST ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 658.78 FEET TO THE **POINT OF BEGINNING**.

**AND LESS AND EXCEPT** THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 928 DESCRIBED AS FOLLOWS:

START AT THE CONCRETE MARKER IN THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE IN AN EASTERLY DIRECTION 661.90 FEET TO A MARKER; THENCE SOUTH 251.92 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 59°00'00" TO THE EDGE OF THE CANAL; THENCE IN A NORTHWESTERLY DIRECTION ALONG EDGE OF THE CANAL; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EDGE OF THE CANAL, FOLLOWING THE CANAL AS IT MAKES A TURN TO AN EASTERLY DIRECTION ALONG EDGE OF CANAL BACK TO THE LINE THAT INTERSECTS THE AFORE SET FORTH SOUTHERLY DIRECTION LINE OF 251.92 FEET; THENCE PROCEED SOUTHERLY ALONG SAID LINE TO **POINT OF BEGINNING**.

**AND LESS AND EXCEPT** THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 931 DESCRIBED AS FOLLOWS:

TRACT D: THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, **LESS** THE EAST 15.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY; AND AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: **BEGIN** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE SOUTH 00°00'44" WEST, 335.61 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 89°50'58" WEST, 15.0 FEET; THENCE SOUTH 00°00'44" WEST, 385.61 FEET; THENCE SOUTH 89°52'10" WEST, 446.75 FEET; THENCE SOUTH 00°00'44" WEST, 30.0 FEET; THENCE NORTH 89°52'10" EAST, 461.75 FEET; THENCE NORTH 00°00'44" EAST, 415.61 FEET TO THE **POINT OF BEGINNING**; AND AN EASEMENT FOR INGRESS AND EGRESS TO THE WEST SIDE OF PROPERTY OVER THE FOLLOWING DESCRIBED PROPERTY: **BEGIN** AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE NORTH 89°49'45" EAST, 661.90 FEET; THENCE SOUTH 00°01'34" EAST, 251.92 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 57°00'00" WEST, 119.99 FEET; THENCE SOUTH 34°46'30" EAST, 176.4 FEET; THENCE SOUTH 33°18'00" EAST, 309.35 FEET; THENCE SOUTH 00°00'44" EAST, 30.0 FEET; THENCE NORTH 89°52'10" EAST, 34.01 FEET; THENCE NORTH 00°00'44" EAST, 30.0 FEET; THENCE NORTH 33°18'00" WEST, 331.07 FEET; THENCE NORTH 34°46'30" WEST, 147.75 FEET; THENCE NORTH 57°00'00" EAST, 68.85 FEET; THENCE NORTH 00°01'34" WEST, 34.0 FEET TO THE **POINT OF BEGINNING**.



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EMAIL: INFO@WOODCIVIL.COM  
CERTIFICATE OF AUTHORIZATION NO. 30124

EXHIBIT 4  
HAMMOCK RESERVE CDD  
LEGAL DESCRIPTION OF DISTRICT AS AMENDED

**AND**

**MAP #13 262724-000000-042020**

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 89°49'45" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 1323.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE RUN SOUTH 00°00'44" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 721.20 FEET; THENCE NORTH 75°46'14" EAST A DISTANCE OF 506.5 FEET; THENCE SOUTH 89°52'46" EAST, A DISTANCE OF 500.6 FEET; THENCE SOUTH 80°13'46" EAST A DISTANCE OF 336.22 FEET TO A POINT LOCATED ON THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE RUN NORTH 00°05'20" EAST ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 658.78 FEET TO THE **POINT OF BEGINNING**.

**AND**

**MAP #14 262724-000000-044010**

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE SOUTH 00°00'44" WEST 335.61 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°00'44" WEST 415.61 FEET; THENCE SOUTH 89°52'10" WEST 495.75 FEET, THENCE NORTH 00°00'44" EAST 30.00 FEET, THENCE SOUTH 89°52'10" WEST 20.00 FEET (+ OR -) TO THE EASTERLY WATER'S EDGE OF A CANAL, THENCE NORTHWESTERLY ALONG SAID CANAL 309.35 FEET (+ OR -), THENCE NORTH 00°01'34" WEST 142.3 FEET, THENCE NORTH 89°50'58" EAST, 661.67 FEET TO THE **POINT OF BEGINNING**.

**AND**

**MAP #15 262724-000000-043030**

TRACT 0: THE NORTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, **LESS** THE EAST 15.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY; AND

TRACT D-1: THE EAST 474.0 FEET OF THE SOUTH 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, **LESS** THE EAST 15.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY; AND

START AT THE CONCRETE MARKER IN THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE IN AN EASTERLY DIRECTION 661.90 FEET TO A MARKER; THENCE SOUTH 251.92 FEET FOR A **POINT OF BEGINNING**; THENCE S 59 DEG. 0'00" WEST, TO THE EDGE OF A CANAL; THENCE IN A NORTHWESTERLY DIRECTION ALONG EDGE OF CANAL, FOLLOWING THE CANAL AS IT MAKES A TURN TO AN EASTERLY DIRECTION ALONG EDGE OF CANAL BACK TO A LINE THAT INTERSECTS THE AFORESAID SET FORTH SOUTHERLY DIRECTION LINE OF 251.92 FEET; THENCE PROCEED SOUTHERLY ALONG SAID LINE TO THE **POINT OF BEGINNING**, ALL IN PARCEL G AS SET FORTH IN A SURVEY AS RECORDED IN OFFICIAL RECORDS BOOK 1195, PAGE 929.

**AND**

**MAP #16 262724-000000-043020**

THE SOUTH 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, **LESS** THE EAST 474 FEET.

**AND**

**BEGIN** AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE RUN NORTH 00°03'53" WEST, 336.25 FEET FOR THE **POINT OF BEGINNING**, THENCE CONTINUE NORTH 00°03'53" WEST 143.28 FEET TO THE EASTERLY WATER'S EDGE OF A CANAL, THENCE SOUTHEASTERLY ALONG SAID WATER'S EDGE TO A POINT NORTH 89°48'32" EAST, 90.00 FEET FROM THE **POINT OF BEGINNING**, THENCE SOUTH 89°48'32" WEST 90.00 FEET TO THE **POINT OF BEGINNING**.

**AND**

**MAP #17 262723-000000-021020**

**BEGIN** SOUTHEAST CORNER OF NORTHEAST ¼ OF SOUTHEAST ¼ RUN NORTH 480.53 FEET TO EASTERLY EDGE OF CANAL FOR POINT OF BEGINNING CONTINUE NORTH 465.2 FEET TO LAKE LOWERY SOUTHWESTERLY ALONG LAKE TO PT NORTH 33 DEGREE 41 MINUTES W 370.82 FEET FROM POINT OF BEGINNING SOUTH 33 DEGREE 41 MINUTES EAST 370.82 FEET TO **POINT OF BEGINNING**.

**AND**

**MAP #18 262723-000000-021010**

THE EAST 1/2 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THE FOLLOWING:

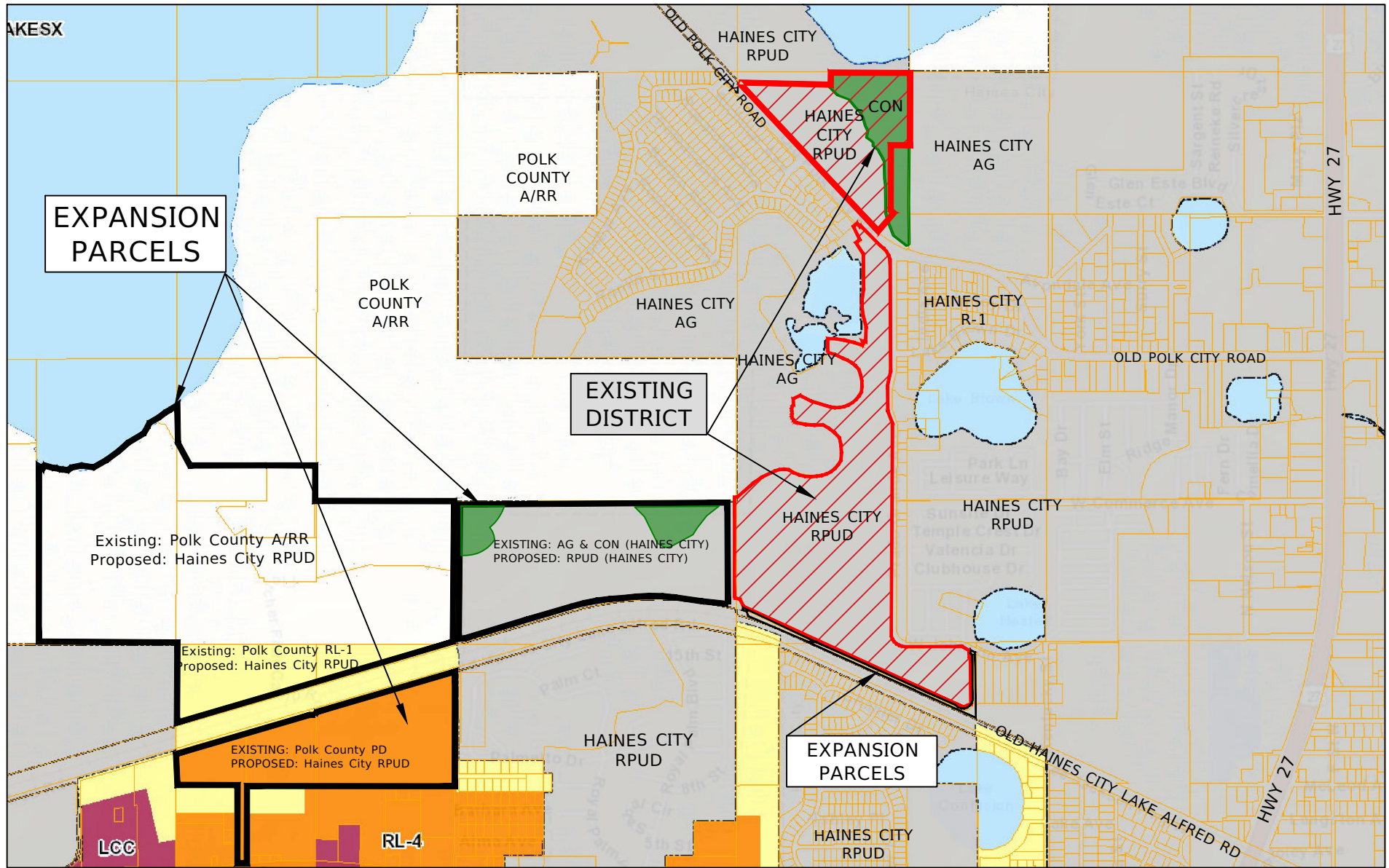
**BEGIN** AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE NORTH 00°03'53" WEST 480.53 FEET TO THE EASTERLY WATER'S EDGE OF A CANAL FOR A **POINT OF BEGINNING**, THENCE CONTINUE NORTH 00°03'53" WEST 465.20 FEET TO THE WATER'S EDGE OF LAKE LOWERY, THENCE SOUTHWESTERLY ALONG SAID WATER'S EDGE TO A POINT NORTH 33°41'00" WEST 370.82 FEET FROM THE **POINT OF BEGINNING**, THENCE SOUTH 33°41'00" EAST 370.82 FEET TO THE **POINT OF BEGINNING**, BEING PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**TOTAL CDD CONTAINS 393.19 ACRES +/-.**



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CERTIFICATE OF AUTHORIZATION NO. 30124

**EXHIBIT 4  
HAMMOCK RESERVE CDD  
LEGAL DESCRIPTION OF DISTRICT AS AMENDED**



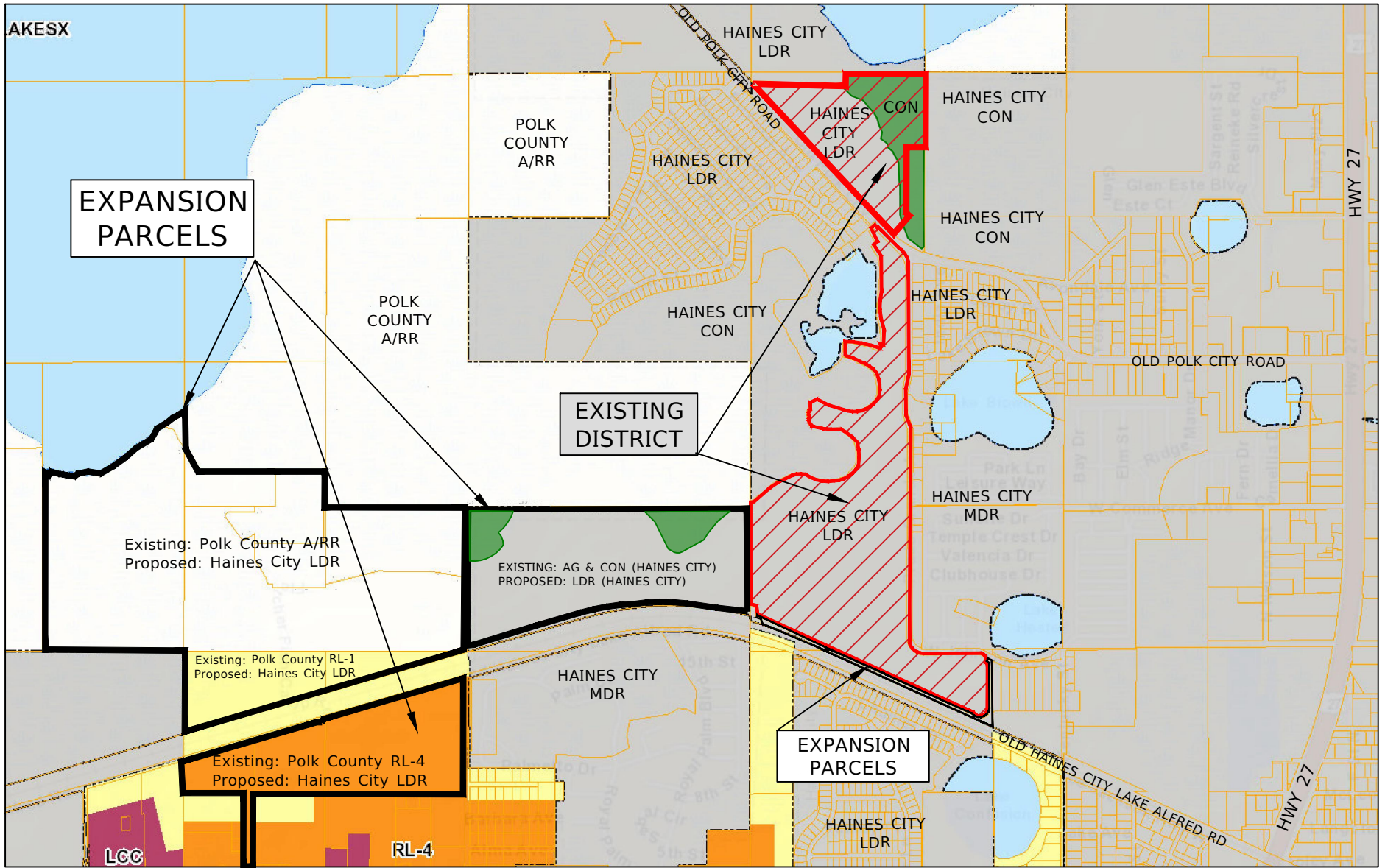
1925 BARTOW ROAD LAKELAND, FL 33801  
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**LEGEND**

- CITY OF HAINES CITY
- CON - HAINES CITY CONSERVATION
- RL-4 - POLK COUNTY RESIDENTIAL LOW
- AG - AGRICULTURE
- RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT

**COMPOSITE EXHIBIT 5 - ZONING MAP  
 HAMMOCK RESERVE  
 COMMUNITY DEVELOPMENT DISTRICT**



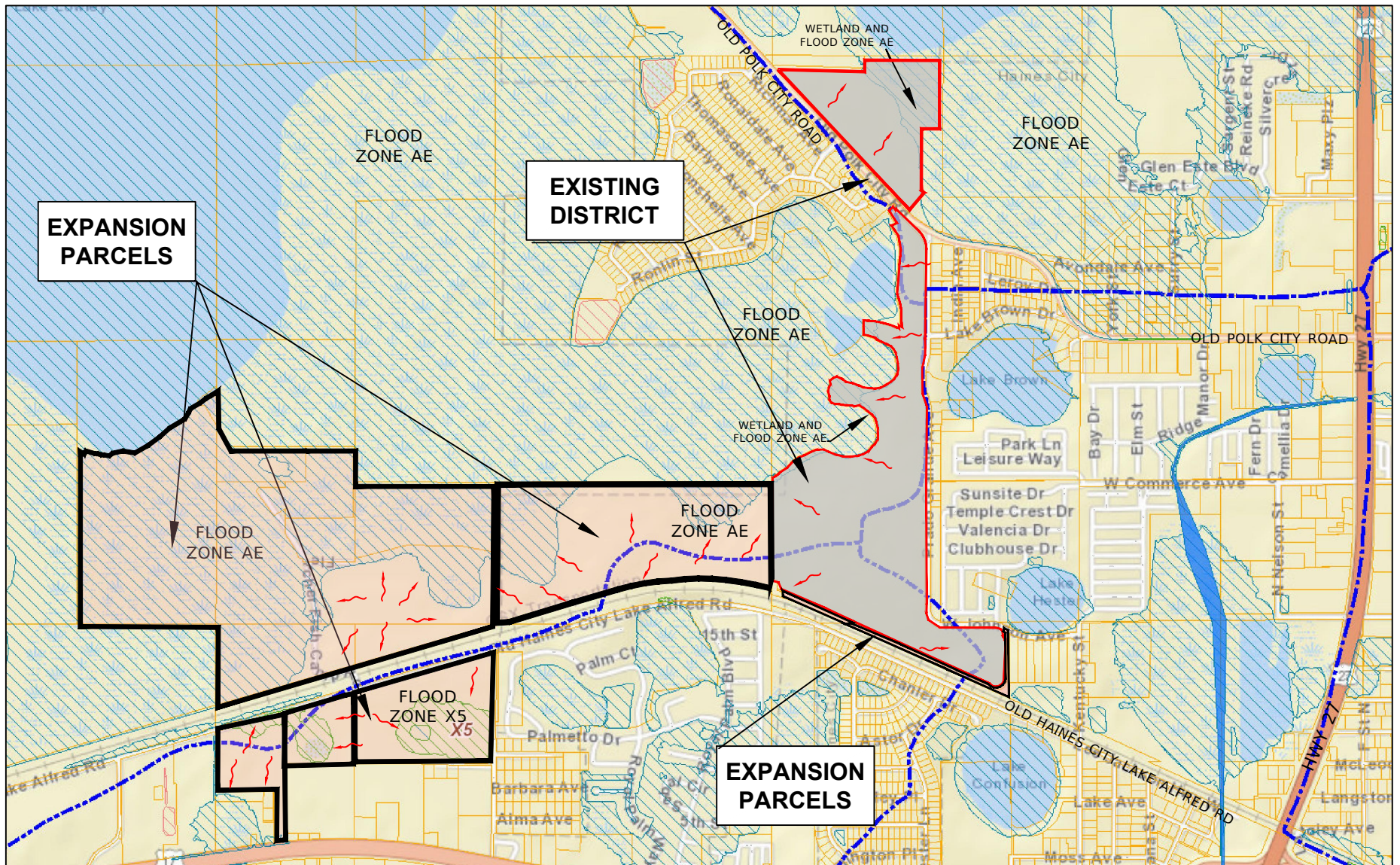


**LEGEND**

|  |                                                  |
|--|--------------------------------------------------|
|  | CITY OF HAINES CITY                              |
|  | LDR - HAINES CITY LOW DENSITY RESIDENTIAL        |
|  | AG - AGRICULTURE                                 |
|  | CON - HAINES CITY CONSERVATION                   |
|  | RL-4 - POLK COUNTY RESIDENTIAL LOW               |
|  | RL-1 - POLK COUNTY RESIDENTIAL LOW               |
|  | A/RR - POLK COUNTY AGRICULTURE/RESIDENTIAL RURAL |

**COMPOSITE EXHIBIT 6 - FUTURE LAND USE MAP**  
**HAMMOCK RESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**





**LEGEND**  
 --- FLOW DIRECTION  
 - - - DRAINAGE BASIN

**COMPOSITE EXHIBIT 7 - DRAINAGE MAP  
 HAMMOCK RESERVE  
 COMMUNITY DEVELOPMENT DISTRICT**



NO  
SCALE

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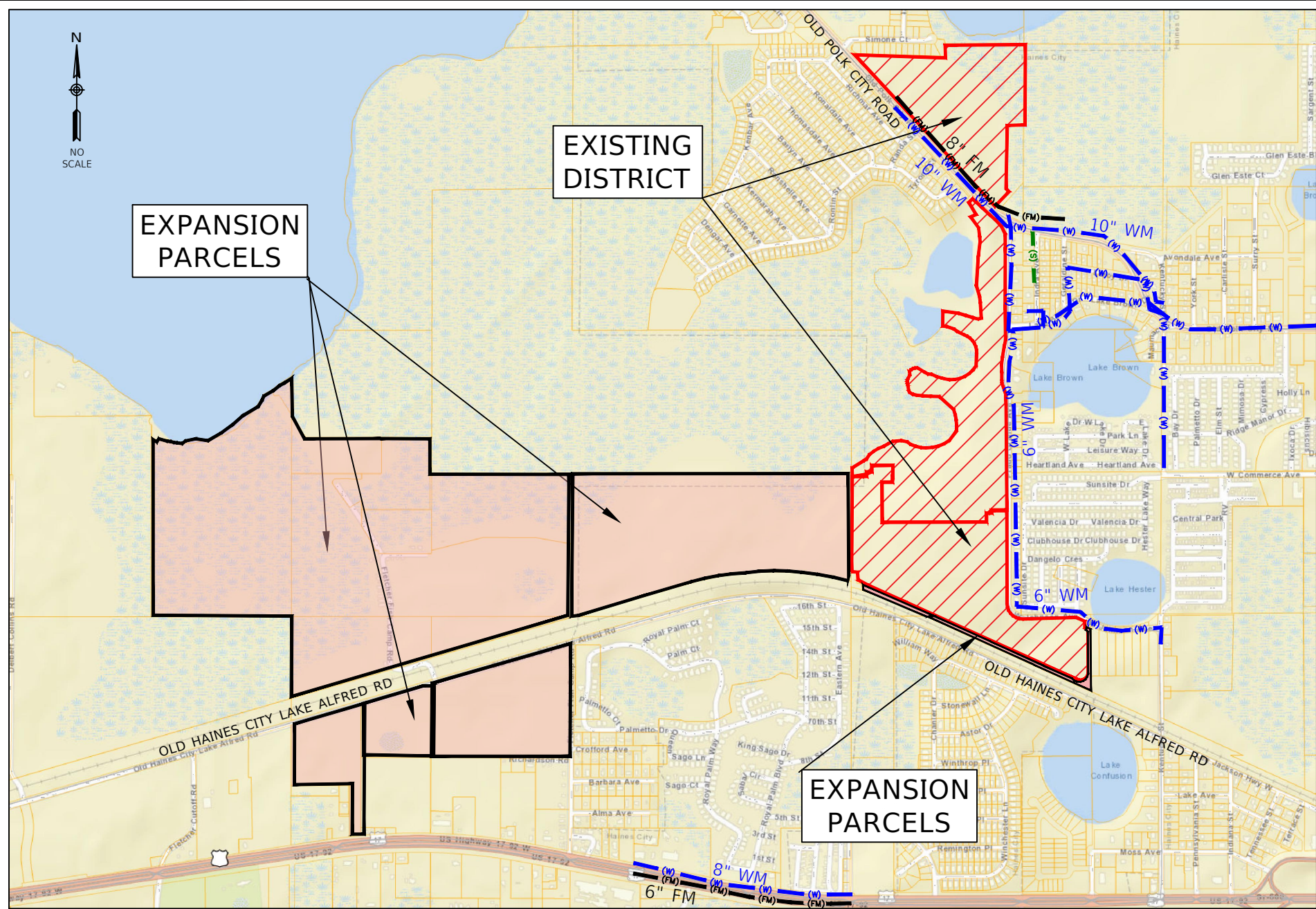




EXPANSION PARCELS

EXISTING DISTRICT

EXPANSION PARCELS



**Composite Exhibit 8  
Hammock Reserve  
Community Development District  
Summary of Probable Cost**

| <b>Infrastructure</b> <sup>(1)(9)</sup>                              | <b>Phase 1 -Existing<br/>(231 Lots)<br/>2019-2021</b> | <b>Phase 2 - Existing<br/>(206 Lots)<br/>2021-2023</b> | <b>Phase 2 -Expansion<br/>(212 lots)<br/>2021-2023</b> | <b>Phase 3-Expansion<br/>(380 Lots)<br/>2022-2025</b> | <b>Total<br/>(1029 Lots)</b> |
|----------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|------------------------------|
| Offsite Improvements <sup>(5)(6)</sup>                               | \$ 190,000.00                                         | \$ 150,000.00                                          | \$ 300,000.00                                          | -0-                                                   | \$ 640,000.00                |
| Stormwater Management<br><sup>(2)(3)(5)(6)</sup>                     | \$2,100,000.00                                        | \$ 510,000.00                                          | \$ 515,000.00                                          | \$ 950,000.00                                         | \$ 4,075,000.00              |
| Utilities (Water, Sewer, &<br>Street Lighting) <sup>(5)(6) (8)</sup> | \$1,120,000.00                                        | \$1,780,000.00                                         | \$2,120,000.00                                         | \$3,600,000.00                                        | \$ 8,620,000.00              |
| Roadway <sup>(4)(5)(6)</sup>                                         | \$ 790,000.00                                         | \$1,380,000.00                                         | \$1,420,000.00                                         | \$2,550,000.00                                        | \$ 6,140,000.00              |
| Entry Feature <sup>(6)(7)</sup>                                      | \$ 568,000.00                                         | \$ 300,000.00                                          | \$ 200,000.00                                          | \$ 100,000.00                                         | \$ 1,168,000.00              |
| Parks and Recreational<br>Facilities <sup>(1)(6)</sup>               | \$ 420,000.00                                         | \$ 240,000.00                                          | \$ 240,000.00                                          | \$ 200,000.00                                         | \$ 1,100,000.00              |
| Contingency                                                          | \$ 470,000.00                                         | \$ 436,000.00                                          | \$ 479,500.00                                          | \$ 740,000.00                                         | \$ 2,125,500.00              |
| <b>TOTAL</b>                                                         | <b>\$5,658,000.00</b>                                 | <b>\$4,796,000.00</b>                                  | <b>\$5,274,500.00</b>                                  | <b>\$8,140,000.00</b>                                 | <b>\$23,868,500.00</b>       |

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2020 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 1029 lots.

**Composite Exhibit 9  
Hammock Reserve  
Community Development District  
Summary of Proposed District Facilities**

| <u>District Infrastructure</u>    | <u>Construction</u> | <u>Ownership</u>    | <u>Capital Financing*</u> | <u>Operation and Maintenance</u> |
|-----------------------------------|---------------------|---------------------|---------------------------|----------------------------------|
| Offsite Improvements              | District            | City/County         | District Bonds            | City/County                      |
| Stormwater Facilities             | District            | District            | District Bonds            | District                         |
| Lift Stations/Water/Sewer         | District            | City of Haines City | District Bonds            | City of Haines City              |
| Street Lighting/Conduit           | District            | **District          | District Bonds            | **District                       |
| Road Construction                 | District            | District            | District Bonds            | District                         |
| Entry Feature & Signage           | District            | District            | District Bonds            | District                         |
| Parks and Recreational Facilities | District            | District            | District Bonds            | District                         |

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

# SECTION VIII

# Hopping Green & Sams

Attorneys and Counselors

March 1, 2021

Board of Supervisors  
Hammock Reserve Community Development District  
c/o Jill Burns, District Manager  
Governmental Management Services-Central Florida  
219 East Livingston Street  
Orlando, Florida 32801

Re: Hammock Reserve Community Development District  
Series 2021 (Phase 2) Bond Issuance

Dear Board Members:

Please let this letter serve as our proposal to represent the Hammock Reserve Community Development District regarding the Phase 2 Financing at a fixed fee of \$45,000, which includes costs and expenses.

If this meets with your approval, please sign below and return to me by e-mail for our files. Thank you for this opportunity and should you have any questions please do not hesitate to contact me.

Sincerely,

/s/ Roy Van Wyk

Roy Van Wyk

RVW/lk

---

Jill Burns, District Manager  
Hammock Reserve Community Development District

# SECTION IX

# SECTION A





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

January 5, 2021

Board of Supervisors  
Hammock Reserve Community Development District  
9145 Narcoossee Road Suite A206  
Orlando, FL 32827

We appreciate the opportunity to offer our services to Hammock Reserve Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$5,380,000 Special Assessment Bonds, Series 2020 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.



**Limitation on Liability**

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. We will discuss with you whether a fee adjustment is appropriate on rebate calculations for future periods. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,



\_\_\_\_\_  
Antonio Grau

Accepted and agreed to by Hammock Reserve Community Development District:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SECTION B

**Arbitrage Rebate Computation  
Proposal For  
Hammock Reserve  
Community Development District  
(Haines City, Florida)  
\$5,380,000 Special Assessment Bonds  
(Assessment Area One Project)  
Series 2020**





# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

January 21, 2021

Hammock Reserve Community Development District  
Board of Supervisors  
c/o Ms. Lisa Cruz  
Governmental Management Services-CF, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

Re: \$5,380,000 Hammock Reserve Community Development District (Haines City, Florida),  
Special Assessment Bonds (Assessment Area One Project), Series 2020

To Whom It May Concern:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Hammock Reserve Community Development District (the "District") Series 2020 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

### **Firm History**

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,500 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

### **Southeast Client Base**

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Lubbock (TX), the City of Tulsa (OK) and the States of Connecticut, New Jersey, Montana, West Virginia, Vermont, Mississippi and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of October 22<sup>nd</sup>, based upon the anniversary date of the Bonds in October 2020.

## Proposal

We are proposing rebate computation services based on the following:

- \$5,380,000 Series 2020 Bonds;
- Fixed Rate Debt; and
- Acquisition & Construction, Capitalized Interest, Cost of Issuance and Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2020 Bonds is \$450 per year and will encompass all activity from October 22, 2020, the date of the closing, through October 22, 2025, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### AMTEC's Professional Fee – Series 2020 Bonds

| Report Date        | Type of Report     | Period Covered               | Fee   |
|--------------------|--------------------|------------------------------|-------|
| September 30, 2021 | Rebate and Opinion | Closing – September 30, 2021 | \$450 |
| September 30, 2022 | Rebate and Opinion | Closing – September 30, 2022 | \$450 |
| September 30, 2023 | Rebate and Opinion | Closing – September 30, 2023 | \$450 |
| September 30, 2024 | Rebate and Opinion | Closing – September 30, 2024 | \$450 |
| October 22, 2025   | Rebate and Opinion | Closing – October 22, 2025   | \$450 |

**In order to begin, we are requesting copies of the following documentation:**

1. Arbitrage Certificate or Tax Regulatory Agreement.
2. IRS Form 8038-G.
3. Closing Memorandum.
4. US Bank statements for all accounts from October 22, 2020, the date of the closing, through each report date.

### AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on \_\_\_\_\_, 2021.

Hammock Reserve Community  
Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation

By: \_\_\_\_\_

By: Michael J. Scarfo  
Senior Vice President

# SECTION X

# Hopping Green & Sams

Attorneys and Counselors

January 28, 2021

Hammock Reserve Community Development District  
c/o Governmental Management Services-Central Florida  
219 East Livingston Street  
Orlando, Florida 32801

Re: Hammock Reserve Community Development District

Dear District Manager:

The fee agreement in place between our firm and the District contemplates annual adjustments to the hourly billing after an annual evaluation by our firm. The firm is respectfully submitting this notification of increase in our standard hourly rates. The District will still benefit from a reduction in hourly rates as an existing client of the firm. My hourly rate will be \$365. The hourly rate of the associate most likely to provide services to the District will adjust from \$265 to \$285. The rate for paralegal services will be \$160. The updated hourly rates will become effective with the February billing statement, covering January 2021 time.

As always, we will continue to implement cost-effective strategies to minimize legal expenses for the District while at the same time providing thoughtful and comprehensive services.

If you have any questions, please feel free to call. We thank you for the opportunity to be of service.

Sincerely,



Roy Van Wyk

RVW/lk

cc: Rennie Heath, Chairman

Accepted:

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_



# SECTION XI

# SECTION C

# SECTION 1

# HAMMOCK RESERVE

## Community Development District

### Summary of Checks

January 14, 2021 to March 2, 2021

| Bank         | Date    | Check No.'s |    | Amount           |
|--------------|---------|-------------|----|------------------|
| General Fund | 1/18/21 | 71          | \$ | 1,380.00         |
|              | 1/25/21 | 72-73       | \$ | 4,744.05         |
|              | 2/23/21 | 74-75       | \$ | 8,681.94         |
|              | 2/26/21 | 76          | \$ | 1,277.50         |
|              |         |             | \$ | 16,083.49        |
|              |         |             | \$ | <b>16,083.49</b> |

| CHECK DATE                 | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT ACCT#       | SUB SUBCLASS | VENDOR NAME               | STATUS | AMOUNT    | CHECK AMOUNT | CHECK # |
|----------------------------|-------|--------------|---------|------------------|-----------------|--------------|---------------------------|--------|-----------|--------------|---------|
| 1/18/21                    | 00014 | 11/30/20     | 118758  | 202010           | 310-51300-31500 |              | REIMBURSE PROJ FD REQ17   | *      | 1,380.00  |              |         |
| USBANK/HAMMOCK RESERVE CDD |       |              |         |                  |                 |              |                           |        |           | 1,380.00     | 000071  |
| 1/25/21                    | 00006 | 1/01/21      | 18      | 202101           | 310-51300-34000 |              | MANAGEMENT FEES JAN 21    | *      | 2,916.67  |              |         |
|                            |       | 1/01/21      | 18      | 202101           | 310-51300-35100 |              | INFORMATION TECH JAN 21   | *      | 100.00    |              |         |
|                            |       | 1/01/21      | 18      | 202101           | 310-51300-31400 |              | DISSEMINATION AGENT JAN21 | *      | 416.67    |              |         |
|                            |       | 1/01/21      | 18      | 202101           | 310-51300-51000 |              | OFFICE SUPPLIES           | *      | 2.00      |              |         |
|                            |       | 1/01/21      | 18      | 202101           | 310-51300-42000 |              | POSTAGE                   | *      | 24.90     |              |         |
|                            |       | 1/01/21      | 18      | 202101           | 310-51300-42500 |              | COPIES                    | *      | 1.65      |              |         |
| GMS-CENTRAL FLORIDA        |       |              |         |                  |                 |              |                           |        |           | 3,461.89     | 000072  |
| 1/25/21                    | 00004 | 12/29/20     | 1043694 | 202012           | 310-51300-48000 |              | BOS MEETING DATES         | *      | 1,282.16  |              |         |
| THE LEDGER                 |       |              |         |                  |                 |              |                           |        |           | 1,282.16     | 000073  |
| 2/23/21                    | 00006 | 2/01/21      | 19      | 202102           | 310-51300-34000 |              | MANAGEMENT FEES FEB 2021  | *      | 2,916.67  |              |         |
|                            |       | 2/01/21      | 19      | 202102           | 310-51300-35100 |              | INFORMATION TECH FEB2021  | *      | 100.00    |              |         |
|                            |       | 2/01/21      | 19      | 202102           | 310-51300-31400 |              | DISSEMINATION SVC FEB2021 | *      | 416.67    |              |         |
|                            |       | 2/01/21      | 19      | 202102           | 310-51300-51000 |              | OFFICE SUPPLIES           | *      | 2.50      |              |         |
|                            |       | 2/01/21      | 19      | 202102           | 310-51300-42500 |              | COPIES                    | *      | 3.60      |              |         |
| GMS-CENTRAL FLORIDA        |       |              |         |                  |                 |              |                           |        |           | 3,439.44     | 000074  |
| 2/23/21                    | 00005 | 11/30/20     | 119112  | 202011           | 310-51300-49100 |              | PREP PARCEL RESEARCH      | *      | 2,178.00  |              |         |
|                            |       | 12/31/20     | 120019  | 202012           | 310-51300-31500 |              | PREP DOCS TO DISTRICT MAN | *      | 1,216.50  |              |         |
|                            |       | 12/31/20     | 120022  | 202012           | 310-51300-49100 |              | PREP REVISED PETITION     | *      | 1,848.00  |              |         |
| HOPPING GREEN & SAMS       |       |              |         |                  |                 |              |                           |        |           | 5,242.50     | 000075  |
| 2/26/21                    | 00004 | 1/31/21      | 1044503 | 202101           | 310-51300-48000 |              | NOT BOS MTG 1/13/21       | *      | 444.50    |              |         |
|                            |       | 1/31/21      | 1044503 | 202101           | 310-51300-48000 |              | NOT CDD MTG 1/25/21       | *      | 833.00    |              |         |
| THE LEDGER                 |       |              |         |                  |                 |              |                           |        |           | 1,277.50     | 000076  |
| TOTAL FOR BANK A           |       |              |         |                  |                 |              |                           |        | 16,083.49 |              |         |
| HAMR HAMMOCK RESERV KCOSTA |       |              |         |                  |                 |              |                           |        |           |              |         |



| CHECK<br>DATE      | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT    | .....CHECK.....<br>AMOUNT # |
|--------------------|-------|-----------------------------------|--------------------------------------------------|-------------|--------|-----------|-----------------------------|
| TOTAL FOR REGISTER |       |                                   |                                                  |             |        | 16,083.49 |                             |

HAMR HAMMOCK RESERV KCOSTA

# SECTION 2

***Hammock Reserve***  
***Community Development District***

***Unaudited Financial Reporting***  
***January 31, 2021***



# Table of Contents

1 Balance Sheet

2-3 General Fund

4 Debt Service Fund

5 Capital Project Fund

6 Month to Month

**Hammock Reserve**  
**Community Development District**  
**Combined Balance Sheet**  
**January 31, 2021**

|                                             | <i>General<br/>Fund</i> | <i>Debt Service<br/>Fund</i> | <i>Capital Projects<br/>Fund</i> | <i>Totals<br/>Governmental Funds</i> |
|---------------------------------------------|-------------------------|------------------------------|----------------------------------|--------------------------------------|
| <b>Assets:</b>                              |                         |                              |                                  |                                      |
| Cash:                                       |                         |                              |                                  |                                      |
| Operating Account                           | \$ 13,875               | \$ -                         | \$ -                             | \$ 13,875                            |
| Series 2020:                                |                         |                              |                                  |                                      |
| Reserve                                     | \$ -                    | \$ 308,000                   | \$ -                             | \$ 308,000                           |
| Revenue                                     | \$ -                    | \$ 1                         | \$ -                             | \$ 1                                 |
| Interest                                    | \$ -                    | \$ 107,510                   | \$ -                             | \$ 107,510                           |
| Construction                                | \$ -                    | \$ -                         | \$ 2,207,283                     | \$ 2,207,283                         |
| Cost of Issuance                            | \$ -                    | \$ -                         | \$ 0                             | \$ 0                                 |
| <b>Total Assets</b>                         | <b>\$ 13,875</b>        | <b>\$ 415,511</b>            | <b>\$ 2,207,284</b>              | <b>\$ 2,636,670</b>                  |
| <b>Liabilities:</b>                         |                         |                              |                                  |                                      |
| Accounts Payable                            | \$ 6,520                | \$ -                         | \$ -                             | \$ 6,520                             |
| <b>Total Liabilities</b>                    | <b>\$ 6,520</b>         | <b>\$ -</b>                  | <b>\$ -</b>                      | <b>\$ 6,520</b>                      |
| <b>Fund Balances:</b>                       |                         |                              |                                  |                                      |
| Assigned for Debt Service                   | \$ -                    | \$ 415,511                   | \$ -                             | \$ 415,511                           |
| Assigned for Capital Projects               | \$ -                    | \$ -                         | \$ 2,207,284                     | \$ 2,207,284                         |
| Unassigned                                  | \$ 7,355                | \$ -                         | \$ -                             | \$ 7,355                             |
| <b>Total Fund Balances</b>                  | <b>\$ 7,355</b>         | <b>\$ 415,511</b>            | <b>\$ 2,207,284</b>              | <b>\$ 2,630,150</b>                  |
| <b>Total Liabilities &amp; Fund Balance</b> | <b>\$ 13,875</b>        | <b>\$ 415,511</b>            | <b>\$ 2,207,284</b>              | <b>\$ 2,636,670</b>                  |

# Hammock Reserve

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2021

|                                             | Adopted           | Prorated Budget  | Actual           |                 |
|---------------------------------------------|-------------------|------------------|------------------|-----------------|
|                                             | Budget            | Thru 01/31/21    | Thru 01/31/21    | Variance        |
| <b>Revenues:</b>                            |                   |                  |                  |                 |
| Developer Contributions                     | \$ 165,127        | \$ 40,000        | \$ 40,000        | \$ -            |
| <b>Total Revenues</b>                       | <b>\$ 165,127</b> | <b>\$ 40,000</b> | <b>\$ 40,000</b> | <b>\$ -</b>     |
| <b>Expenditures:</b>                        |                   |                  |                  |                 |
| <b><u>General &amp; Administrative:</u></b> |                   |                  |                  |                 |
| Supervisor Fees                             | \$ 12,000         | \$ 4,000         | \$ 2,600         | \$ 1,400        |
| Engineering                                 | \$ 15,000         | \$ 5,000         | \$ -             | \$ 5,000        |
| Attorney                                    | \$ 25,000         | \$ 8,333         | \$ 5,277         | \$ 3,057        |
| Annual Audit                                | \$ 3,000          | \$ -             | \$ -             | \$ -            |
| Assessment Administration                   | \$ 5,000          | \$ -             | \$ -             | \$ -            |
| Arbitrage                                   | \$ 650            | \$ -             | \$ -             | \$ -            |
| Dissemination                               | \$ 5,000          | \$ -             | \$ 833           | \$ (833)        |
| Trustee Fees                                | \$ 3,550          | \$ -             | \$ -             | \$ -            |
| Management Fees                             | \$ 35,000         | \$ 11,667        | \$ 11,667        | \$ (0)          |
| Information Technology                      | \$ 2,350          | \$ 783           | \$ 400           | \$ 383          |
| Telephone                                   | \$ 300            | \$ 100           | \$ -             | \$ 100          |
| Postage & Delivery                          | \$ 1,000          | \$ 333           | \$ 32            | \$ 301          |
| Insurance                                   | \$ 5,000          | \$ 5,000         | \$ 5,000         | \$ -            |
| Printing & Binding                          | \$ 1,000          | \$ 333           | \$ 29            | \$ 304          |
| Legal Advertising                           | \$ 10,000         | \$ 3,333         | \$ 3,500         | \$ (167)        |
| Other Current Charges                       | \$ 5,000          | \$ 1,667         | \$ 518           | \$ 1,149        |
| Boundary Amendment Expenses                 | \$ -              | \$ -             | \$ 7,026         | \$ (7,026)      |
| Office Supplies                             | \$ 625            | \$ 208           | \$ 10            | \$ 198          |
| Travel Per Diem                             | \$ 660            | \$ 220           | \$ -             | \$ 220          |
| Dues, Licenses & Subscriptions              | \$ 175            | \$ 175           | \$ 175           | \$ -            |
| <b>Total General &amp; Administrative:</b>  | <b>\$ 130,310</b> | <b>\$ 41,153</b> | <b>\$ 37,067</b> | <b>\$ 4,087</b> |



# Hammock Reserve

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2021

|                                         | Adopted           | Prorated Budget  | Actual           |                   |
|-----------------------------------------|-------------------|------------------|------------------|-------------------|
|                                         | Budget            | Thru 01/31/21    | Thru 01/31/21    | Variance          |
| <b><i>Operation and Maintenance</i></b> |                   |                  |                  |                   |
| <b>Field Expenses</b>                   |                   |                  |                  |                   |
| Property Insurance                      | \$ 5,000          | \$ -             | \$ -             | \$ -              |
| Field Management                        | \$ 6,250          | \$ -             | \$ -             | \$ -              |
| Landscape Maintenance                   | \$ 11,650         | \$ -             | \$ -             | \$ -              |
| Landscape Replacement                   | \$ 1,042          | \$ -             | \$ -             | \$ -              |
| Streetlights                            | \$ 5,250          | \$ -             | \$ -             | \$ -              |
| Electric                                | \$ 833            | \$ -             | \$ -             | \$ -              |
| Water & Sewer                           | \$ 417            | \$ -             | \$ -             | \$ -              |
| Sidewalk & Asphalt Maintenance          | \$ 208            | \$ -             | \$ -             | \$ -              |
| Irrigation Repairs                      | \$ 1,042          | \$ -             | \$ -             | \$ -              |
| General Repairs & Maintenance           | \$ 2,083          | \$ -             | \$ -             | \$ -              |
| Contingency                             | \$ 1,042          | \$ -             | \$ -             | \$ -              |
|                                         |                   | \$ -             |                  |                   |
| <b>Total O&amp;M Expenses:</b>          | <b>\$ 34,817</b>  | <b>\$ -</b>      | <b>\$ -</b>      | <b>\$ -</b>       |
| <b>Total Expenditures</b>               | <b>\$ 165,127</b> | <b>\$ 41,153</b> | <b>\$ 37,067</b> | <b>\$ 4,087</b>   |
| <b>Excess Revenues (Expenditures)</b>   | <b>\$ -</b>       |                  | <b>\$ 2,933</b>  | <b>\$ (4,087)</b> |
| <b>Fund Balance - Beginning</b>         | <b>\$ -</b>       |                  | <b>\$ 4,422</b>  |                   |
| <b>Fund Balance - Ending</b>            | <b>\$ -</b>       |                  | <b>\$ 7,355</b>  |                   |

# Hammock Reserve

## Community Development District

### Debt Service Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2021

|                                             | Adopted<br>Budget | Prorated Budget<br>Thru 01/31/21 | Actual<br>Thru 01/31/21 | Variance            |
|---------------------------------------------|-------------------|----------------------------------|-------------------------|---------------------|
| <b>Revenues:</b>                            |                   |                                  |                         |                     |
| Interest Income                             | \$ -              | \$ -                             | \$ 5                    | \$ 5                |
| <b>Total Revenues</b>                       | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 5</b>             | <b>\$ 5</b>         |
| <b>Expenditures:</b>                        |                   |                                  |                         |                     |
| Interest Expense - 11/1                     | \$ -              | \$ -                             | \$ -                    | \$ -                |
| Principal Expense - 5/1                     | \$ -              | \$ -                             | \$ -                    | \$ -                |
| Interest Expense - 5/1                      | \$ -              | \$ -                             | \$ -                    | \$ -                |
| <b>Total Expenditures</b>                   | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ -</b>         |
| <b>Other Financing Sources/(Uses)</b>       |                   |                                  |                         |                     |
| Bond Proceeds                               | \$ -              | \$ -                             | \$ 415,510              | \$ (415,510)        |
| Transfer In/(Out)                           | \$ -              | \$ -                             | \$ (4)                  | \$ 4                |
| <b>Total Other Financing Sources/(Uses)</b> | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 415,507</b>       | <b>\$ (415,507)</b> |
| <b>Excess Revenues (Expenditures)</b>       | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 415,511</b>       |                     |
| <b>Fund Balance - Beginning</b>             | <b>\$ -</b>       |                                  | <b>\$ -</b>             |                     |
| <b>Fund Balance - Ending</b>                | <b>\$ -</b>       |                                  | <b>\$ 415,511</b>       |                     |

# Hammock Reserve

## Community Development District

### Capital Projects Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2021

|                                             | Adopted     | Prorated Budget | Actual              |                       |
|---------------------------------------------|-------------|-----------------|---------------------|-----------------------|
|                                             | Budget      | Thru 01/31/21   | Thru 01/31/21       | Variance              |
| <b>Revenues:</b>                            |             |                 |                     |                       |
| Interest Income                             | \$ -        | \$ -            | \$ 43               | \$ 43                 |
| <b>Total Revenues</b>                       | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 43</b>        | <b>\$ 43</b>          |
| <b>Expenditures:</b>                        |             |                 |                     |                       |
| Capital Outlay                              | \$ -        | \$ -            | \$ 2,184,019        | \$ (2,184,019)        |
| Capital Outlay - Cost Of Issuance           | \$ -        | \$ -            | \$ 290,275          | \$ (290,275)          |
| <b>Total Expenditures</b>                   | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 2,474,294</b> | <b>\$ (2,474,294)</b> |
| <b>Other Financing Sources/(Uses)</b>       |             |                 |                     |                       |
| Bond Proceeds                               | \$ -        | \$ -            | \$ 4,989,414        | \$ (4,989,414)        |
| Transfer In/(Out)                           | \$ -        | \$ -            | \$ 4                | \$ (4)                |
| <b>Total Other Financing Sources/(Uses)</b> | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 4,989,417</b> | <b>\$ (4,989,417)</b> |
| <b>Excess Revenues (Expenditures)</b>       | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 2,515,167</b> |                       |
| <b>Fund Balance - Beginning</b>             | <b>\$ -</b> |                 | <b>\$ (307,883)</b> |                       |
| <b>Fund Balance - Ending</b>                | <b>\$ -</b> |                 | <b>\$ 2,207,284</b> |                       |

**Hammock Reserve**  
**Community Development District**  
**Month to Month**

|                                            | Oct              | Nov                | Dec              | Jan               | Feb         | March       | April       | May         | June        | July        | Aug         | Sept        | Total            |
|--------------------------------------------|------------------|--------------------|------------------|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------------|
| <b>Revenues:</b>                           |                  |                    |                  |                   |             |             |             |             |             |             |             |             |                  |
| Developer Contributions                    | \$ 20,000        | \$ -               | \$ 20,000        | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 40,000        |
| <b>Total Revenues</b>                      | <b>\$ 20,000</b> | <b>\$ -</b>        | <b>\$ 20,000</b> | <b>\$ -</b>       | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 40,000</b> |
| <b>Expenditures:</b>                       |                  |                    |                  |                   |             |             |             |             |             |             |             |             |                  |
| <b>General &amp; Administrative:</b>       |                  |                    |                  |                   |             |             |             |             |             |             |             |             |                  |
| Supervisor Fees                            | \$ 1,000         | \$ 600             | \$ 1,000         | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,600         |
| Engineering                                | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Attorney                                   | \$ 2,600         | \$ 1,461           | \$ 1,217         | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 5,277         |
| Annual Audit                               | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Assessment Administration                  | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Arbitrage                                  | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Dissemination                              | \$ -             | \$ -               | \$ 417           | \$ 417            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 833           |
| Trustee Fees                               | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Management Fees                            | \$ 2,917         | \$ 2,917           | \$ 2,917         | \$ 2,917          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 11,667        |
| Information Technology                     | \$ 100           | \$ 100             | \$ 100           | \$ 100            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 400           |
| Telephone                                  | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Postage & Delivery                         | \$ 4             | \$ 3               | \$ 1             | \$ 25             | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 32            |
| Insurance                                  | \$ 5,000         | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 5,000         |
| Printing & Binding                         | \$ 11            | \$ 13              | \$ 4             | \$ 2              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 29            |
| Legal Advertising                          | \$ 510           | \$ 431             | \$ 1,282         | \$ 1,278          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3,500         |
| Other Current Charges                      | \$ -             | \$ 265             | \$ 126           | \$ 127            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 518           |
| Boundary Amendment Expenses                | \$ -             | \$ 5,178           | \$ 1,848         | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 7,026         |
| Office Supplies                            | \$ 3             | \$ 3               | \$ 3             | \$ 2              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 10            |
| Travel Per Diem                            | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Dues, Licenses & Subscriptions             | \$ 175           | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 175           |
| <b>Total General &amp; Administrative:</b> | <b>\$ 12,319</b> | <b>\$ 10,969</b>   | <b>\$ 8,913</b>  | <b>\$ 4,866</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 37,067</b> |
| <b>Operation and Maintenance</b>           |                  |                    |                  |                   |             |             |             |             |             |             |             |             |                  |
| <b>Field Expenses</b>                      |                  |                    |                  |                   |             |             |             |             |             |             |             |             |                  |
| Property Insurance                         | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Field Management                           | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Landscape Maintenance                      | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Landscape Replacement                      | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Streetlights                               | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Electric                                   | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Water & Sewer                              | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Sidewalk & Asphalt Maintenance             | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Irrigation Repairs                         | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| General Repairs & Maintenance              | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| Contingency                                | \$ -             | \$ -               | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -             |
| <b>Total O&amp;M Expenses:</b>             | <b>\$ -</b>      | <b>\$ -</b>        | <b>\$ -</b>      | <b>\$ -</b>       | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>      |
| <b>Total Expenditures</b>                  | <b>\$ 12,319</b> | <b>\$ 10,969</b>   | <b>\$ 8,913</b>  | <b>\$ 4,866</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 37,067</b> |
| <b>Excess Revenues (Expenditures)</b>      | <b>\$ 7,681</b>  | <b>\$ (10,969)</b> | <b>\$ 11,087</b> | <b>\$ (4,866)</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 2,933</b>  |

# SECTION 3

| <b>Requisition</b> | <b>Payee/Vendor</b>                    | <b>Amount</b>          |
|--------------------|----------------------------------------|------------------------|
| 26                 | Stewart & Associates Property Services | \$ 8,900.00            |
| 27                 | Wood & Associates Engineering, LLC     | \$ 75.00               |
| 28                 | Blue Ox Enterprises, LLC               | \$ 632,978.43          |
| 29                 | JMBI Real Estate, LLC                  | \$ 3,000.00            |
| 30                 | JMBI Real Estate, LLC                  | \$ 3,000.00            |
| 31                 | Hopping, Green & Sams                  | \$ 105.00              |
| 32                 | Blue Ox Enterprises, LLC               | \$ 360,305.39          |
| 33                 | Danielle Fence                         | \$ 27,100.15           |
| 34                 | Blue Ox Enterprises, LLC               | \$ 835,298.39          |
| 35                 | JMBI Real Estate, LLC                  | \$ 3,000.00            |
| 36                 | JMBI Real Estate, LLC                  | \$ 2,560.00            |
|                    | <b>TOTAL</b>                           | <b>\$ 1,876,322.36</b> |