

*Hammock Reserve
Community Development District*

Agenda

October 5, 2021

AGENDA

Hammock Reserve

Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 28, 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 **Tuesday, October 5, 2021**, at **1:30 PM** at **346 E. Central Ave., Winter Haven, FL 33880**.

Zoom Video Link: <https://us06web.zoom.us/j/89159012756>

Call-In Number: 1-646-876-9923

Meeting ID: 891 5901 2756

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers 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 September 7, 2021 Board of Supervisors Meeting
4. Consideration of Resolution 2022-01 Waiving a Portion of the Rules of Procedure Regarding Notice of District Meetings
5. Consideration of Construction Funding Agreement for Phases 3 and 4
6. Consideration of Temporary Construction and Access Easement Agreement for Phases 3 and 4
7. Consideration of Audit Services Engagement Letter for Fiscal Year 2021 Audit
8. Staff Reports

¹ Comments will be limited to three (3) minutes

- A. Attorney
- B. Engineer
- C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Series 2020 (AA1) Requisition #55
 - iv. Ratification of Summary of Series 2021 (AA2) Requisitions #26 to #33
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

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 Tuesday, **September 7, 2021** at 1:30 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk	Vice Chairman
Matthew Cassidy	Assistant Secretary
Patrick Marone	Assistant Secretary
Andrew Rhinehart	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk <i>by Zoom</i>	KE Law Group
Justin Frye	

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 August 3, 2021
Board of Supervisors Meeting**

Ms. Burns presented the August 3, 2021, 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. Rhinehart, seconded by Ms. Schwenk, with all in favor, the Minutes of the August 3, 2021, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Opening the Public Hearing, was approved.

i. Presentation of Amended and Restated Engineer’s Report

Ms. Burns stated that the report had not changed since the Board had seen it at the prior meeting and that District Engineer had stated that it could be completed based on the scope of the project. She asked if the Board had any questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the Amended and Restated Engineer’s Report, was approved as amended.

ii. Presentation of Amended and Restated Master Assessment Methodology

Ms. Burns stated that the methodology had not changed since the prior meeting and provided a brief overview to the Board. She stated that Table 1 of the methodology included the development program had a total of 1,028 units with 3 product types for Phase 3. Table 2 showed the capital improvement plan, Table 3 had a bond sizing of \$1 million, Table 5 showed the par debt per unit, and Table 6 showed the net and gross annual debt assessment per unit with a total of \$2,356 annually. Table 7 showed the preliminary assessment roll that allocated the debt per acre.

Mr. Van Wyk asked Ms. Burns if she used the information provided in the Engineer’s Report, as well as if the benefit received by the parcels were greater than or equal based on the assessments, to which she answered yes. Mr. Van Wyk also asked if the paydown on certain CDD properties by the developer would be reasonably apportioned across the various product types within the District, to which Ms. Burns answered yes they would. Ms. Burns asked if the Board had any questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Rhinehart seconded by Mr. Cassidy, with all in favor, the Amended and Restated Master Assessment Methodology, was approved.

iii. Consideration of Resolution 2021-19 Levying Special Assessments

Ms. Burns presented the resolution and asked if there were any questions. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Resolution 2021-19 Levying Special Assessments, was approved.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, Opening the Public Hearing, was approved.

iv. Consideration of Amended and Restated Notice of Special Assessments for Master Lien

Ms. Burns asked for a motion to authorize council to record the notice.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Amended and Restated Notice of Special Assessments for Master Lien, was approved as amended.

B. Public Hearing on the District’s use of the Uniform Method of Levying, Collection & Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Parcels

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2021-20 Expressing the District’s Intent to Utilize the Uniform Method of Collection

Ms. Burns stated that there were no members of the public present at that time. She then presented the resolution, noting it was included in the package. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2021-20 Expressing the District’s Intent to Utilize the Uniform Method of Collection, was approved.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Closing the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2021-2022 Budget Deficit Funding Agreement with CH Dev, LLC, Cascara II, LLC, and Hammock Reserve Partners, LLC

Ms. Burns stated that this had been discussed at the last meeting, but that it was the portion that was offsetting the current O&M on the plotted lots. Ms. Schwenk added that it had changed, and that GLK was no longer part of it, so Phase 3 would be CH Dev. She asked for a motion to approve as amended.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Fiscal Year 2021-2022 Budget Deficit Funding Agreement with CH Dev, LLC, Cascara II, LLC, and Hammock Reserve Partners, LLC, was approved as amended.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis

Mr. Van Wyk stated that the Engineer would be preparing a report as outlined in the memorandum as well as work with the District manager to come up with the estimated costs for the operation of the stormwater management system.

B. Engineer

There being no engineer present, the next item followed.

C. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented the check register and asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, 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. There was no action necessary unless there were any questions. The Board had no questions on the financials.

iii. Ratification of Fiscal Year 2021 Funding Requests #7 to #12

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

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Fiscal Year 2021 Funding Requests #7 to #12, were ratified.

iv. Ratification of Summary of Series 2021 (AA2) Requisitions #19 to #25

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

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Series 2021 (AA2) Requisitions #19 to #25, were ratified.

SEVENTH ORDER OF BUSINESS

Other Business

Ms. Schwenk added that she wanted to put Phase 3 and 4 out to bid, and they would be ready for pick up on the 14th of September and be due back on October 15th.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Authorization for Staff to Issue and RFP to Phases 3 and 4 Construction, was approved.

Mr. Marone resigned from the Board and Ms. Schwenk nominated Justin Frye.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, Mr. Marone’s Resignation from the Board, was approved.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Appointment of Justin Frye to the Board of Supervisors, was approved.

Ms. Burns swore in Mr. Frye and gave him the proper paperwork to fill out.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of October 2021.

ATTEST:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION V

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
HAMMOCK RESERVE COMMUNITY DEVELOPMENT
DISTRICT AND CH DEV, LLC
(PHASE 3 AND PHASE 4)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of ____ day of _____ 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, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

CH DEV LLC, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Developer”)

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of City Commissioners of the City of Haines City, Florida (“City”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified as Phase 3 and 4 in the Engineers Report (defined below, 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 are described in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, attached hereto as **Exhibit A** (together, the “Engineer’s Report”) 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 infrastructure 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
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC.
P.O. Box 6386
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: CH Dev LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

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

Warren K. "Rennie" Heath, II
Chairperson, Board of Supervisors

WITNESS:

CH DEV LLC

Print Name: _____

Albert B. Cassidy, Manager

Comp. Exhibit A: *Amended and Restated Engineer's Report for Capital Improvements, dated June 17, 2021*

EXHIBIT A

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED 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**

June 17, 2021

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description of Amended District

EXHIBIT 3- District Boundary Map

EXHIBIT 4 -Zoning Map

EXHIBIT 5- Land Use Map

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 Phase 1 & 2

EXHIBIT 10 – Overall Site Plan Phase 3 & 4

**AMENDED AND RESTATED THE ENGINEER'S REPORT
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

I. PURPOSE

The purpose of this Amended and Restated Engineer's Report is to provide engineering support for the expanded boundaries of Hammock Reserve Community Development District (CDD). The original CDD boundaries contain two phases (Phase 1-231 lots; Phase 2-206 lots) consisting of approximately 109.99 acres, as contemplated in the original Master Engineer's Report for Capital Improvements dated December 17, 2019, as supplemented by that Supplemental Engineer's Report for Capital Improvements, dated March 25, 2021. Phases 1 and 2 remains unchanged by this report. The expanded CDD includes the addition of Phase 3 consisting of 382 single family lots and Phase 4 consisting of 209 lots. The expanded CDD will have a total of 1,028 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 Old Haines City Lake Alfred Road and west of Hwy 27, within Haines City (the "City") and unincorporated Polk County, Florida (the "County"). The District consists of approximately 393.19 acres and is expected to contain 1,028 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 Haines City Commission ("City Commission") on December 5, 2019 and further amended by City Ordinance No. 21-1731 approved by the City Commission on June 3, 2021 and consented to by the Polk County Commission ("County Commission") by County Resolution 21-041 approved on April 6, 2021. 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.

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 1,028 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north and south of Old Polk City Road and Old Haines City Lake Alfred Road, and west of Hwy 27 within the City and the County. The original District lands have a future land use designation of LDR (Low Density Residential) and a zoning of RPUD (Residential Planned Unit Development). The expansion parcels now within the District 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 County future land use and zoning is anticipated to be annexed into the City of Haines City and have a proposed future land use of Haines City LDR and a proposed zoning of Haines City RPUD.

V. THE CAPITAL IMPROVEMENTS

The system of improvements comprising the Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phase 1, Phase 2, Phase 3, and Phase 4. Phases 1 and 2 remain unchanged by this report. 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.

The improvements will be on land that upon acquisition of the improvement by the District, is owned by, or subject to a permanent easement in favor of, the district or another governmental entity.

VI. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising 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; Phase 4 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 throughout 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)

Permits / Approvals	Approval / Expected Date
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 (206 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	February 2021
Construction Permits	February 2021
Polk County Health Department Water	February 2021
FDEP Sewer	February 2021
FDEP NOI	February 2021
ACOE	N/A

PHASE 3 (382 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	July 2021
Preliminary Plat	July 2021
SWFWMD ERP	July 2021
Construction Permits	July 2021
Polk County Health Department Water	July 2021
FDEP Sewer	July 2021
FDEP NOI	July 2021
ACOE	N/A

PHASE 4 (209 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Not Required
SWFWMD ERP	July 2021
Construction Permits	July 2021
Polk County Health Department Water	July 2021
FDEP Sewer	July 2021
FDEP NOI	July 2021
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. This report may be amended or supplemented from time to time to provide for necessary changes in the development plan.

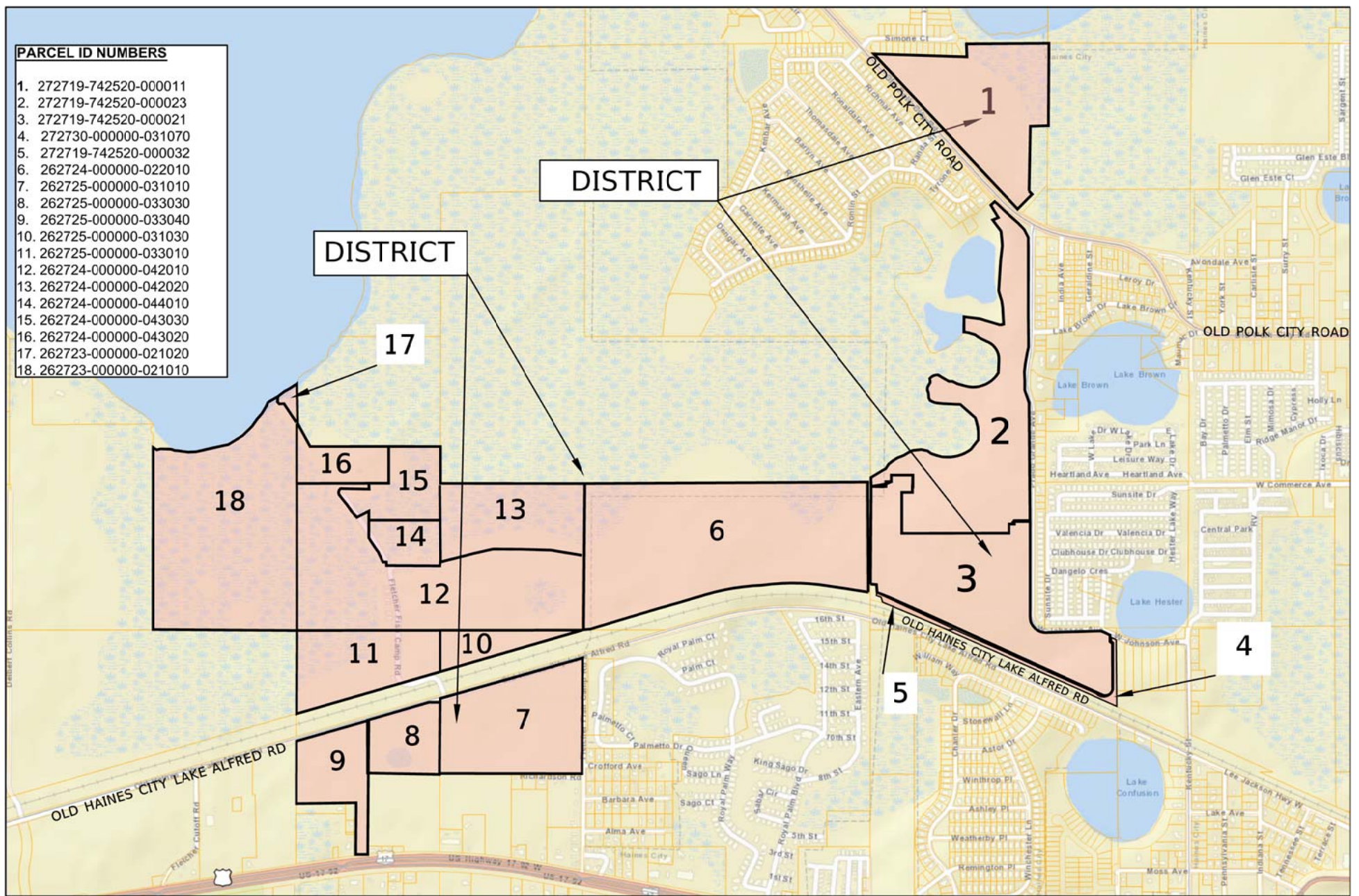
X. CONCLUSION

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



DISTRICT

DISTRICT

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



1925 BARTOW ROAD • LAKELAND, FL 33801
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LEGEND
 HAMMOCK RESERVE CDD



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

EXHIBIT 2
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

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.

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 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

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.



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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.

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**.

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 D: 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.



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EXHIBIT 2
HAMMOCK RESERVE CDD
LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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:

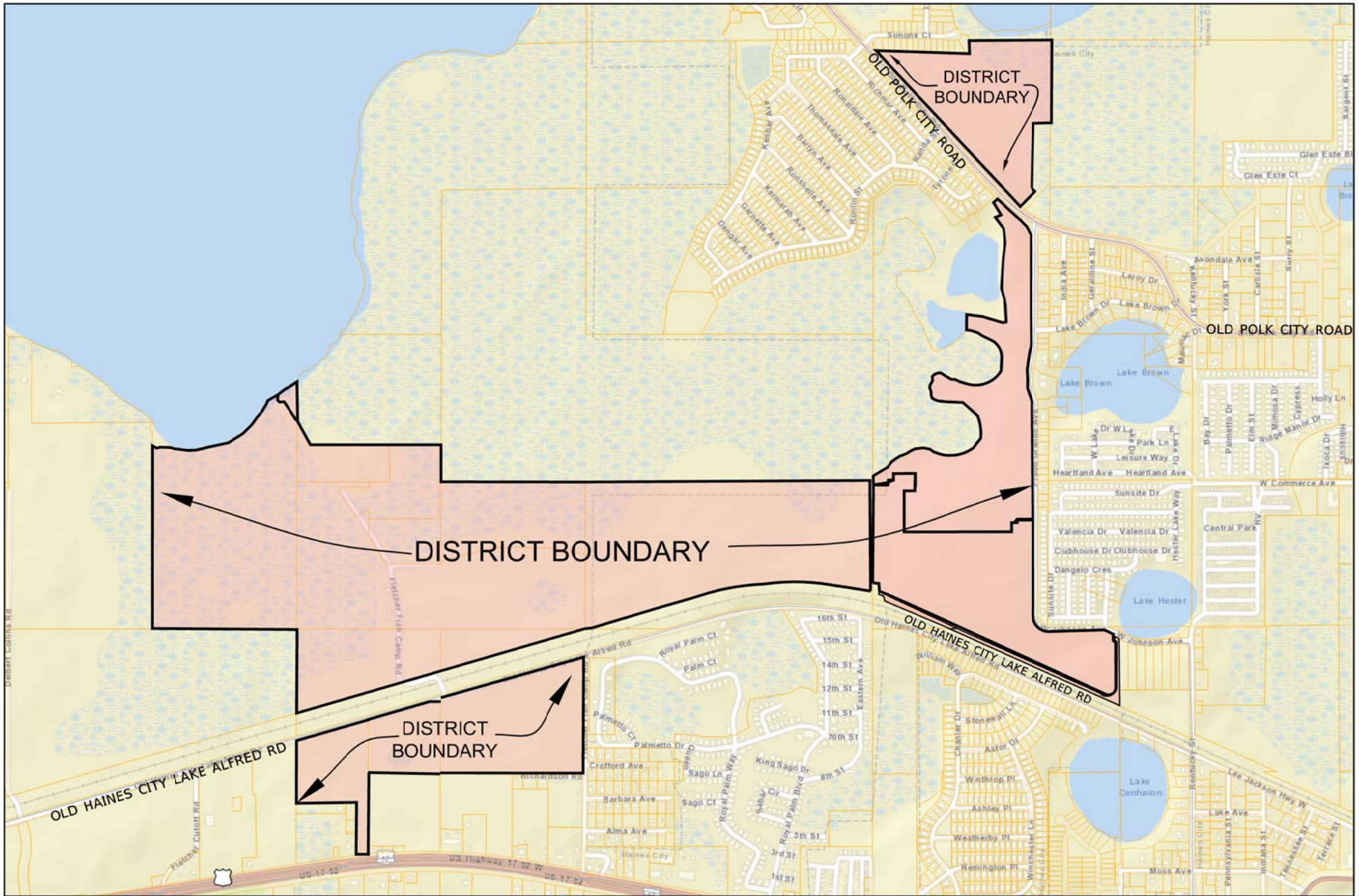
BEGIN AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE NORTH 00°03'53" WEST 480.53 FEET TO THE EASTERLY WATER'S EDGE OF A CANAL FOR A **POINT OF BEGINNING**, THENCE CONTINUE NORTH 00°03'53" WEST 465.20 FEET TO THE WATER'S EDGE OF LAKE LOWERY, THENCE 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 +/-.



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
LEGAL DESCRIPTION OF DISTRICT AS AMENDED**



DISTRICT BOUNDARY

DISTRICT BOUNDARY

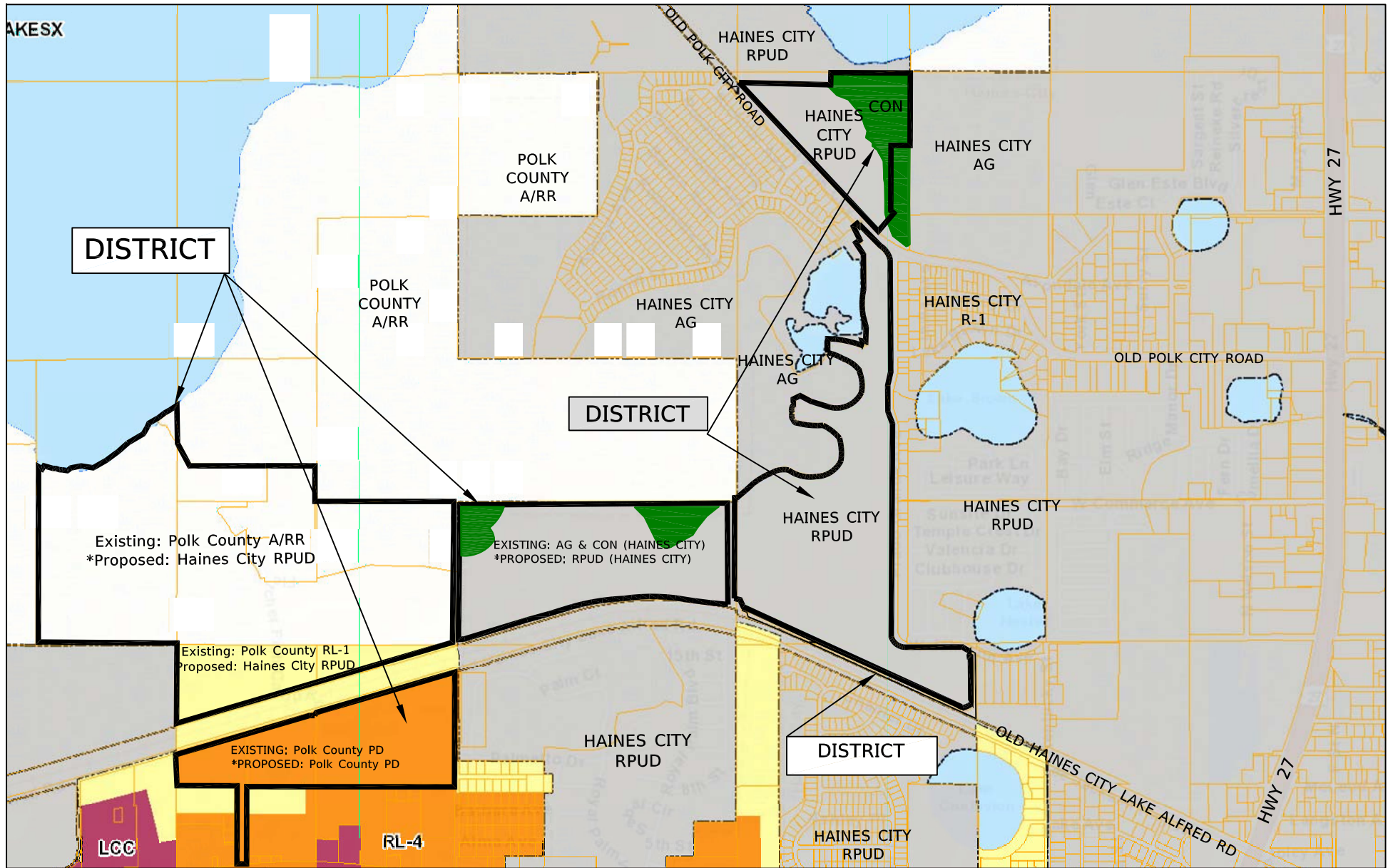
DISTRICT BOUNDARY

LEGEND
 HAMMOCK RESERVE CDD

**EXHIBIT 3 - DISTRICT BOUNDARY MAP
 HAMMOCK RESERVE
 COMMUNITY DEVELOPMENT DISTRICT**

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





LEGEND

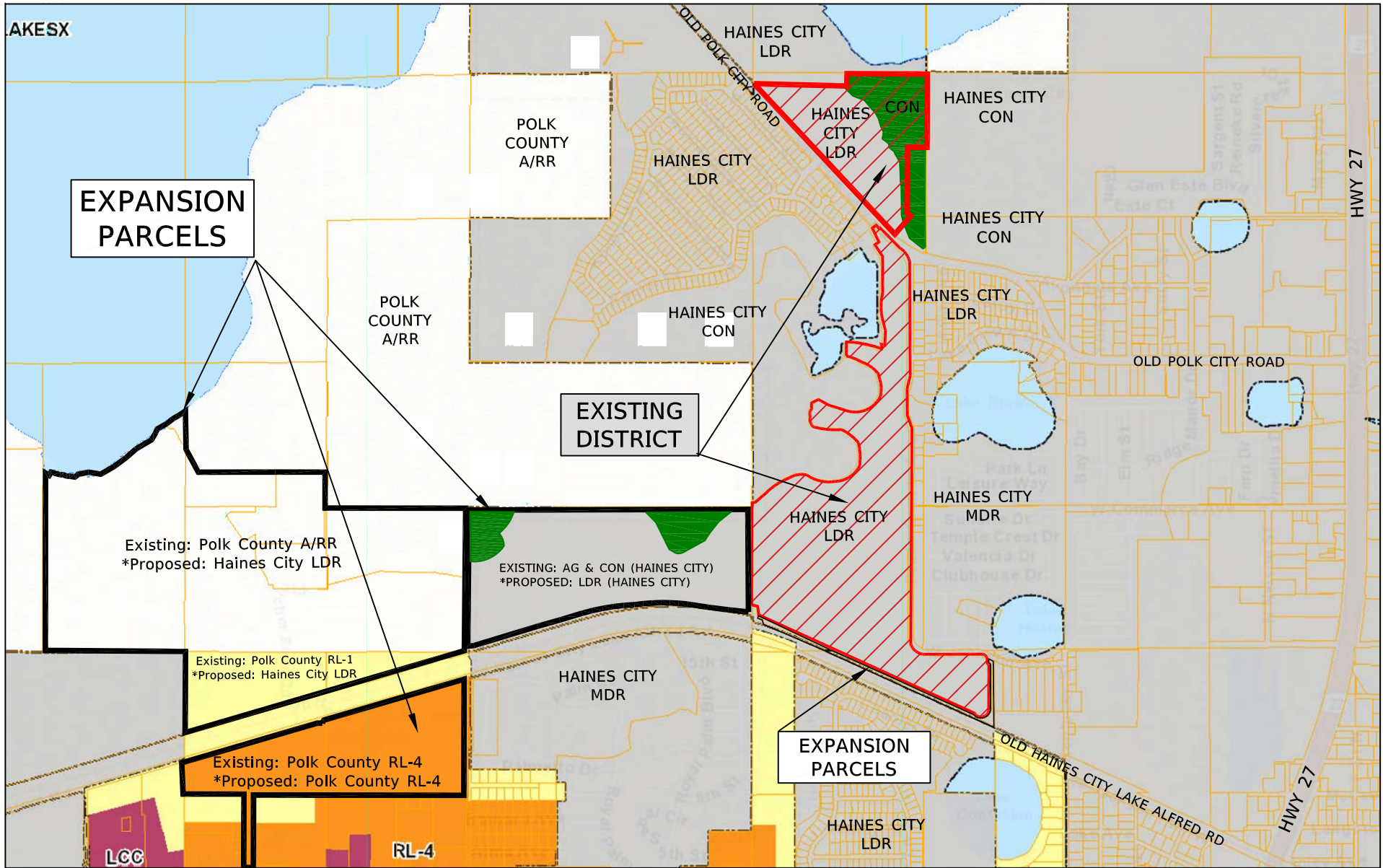
- CITY OF HAINES CITY
- CON - HAINES CITY CONSERVATION
- RL-4 - POLK COUNTY RESIDENTIAL LOW
- AG - AGRICULTURE
- RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT

**COMPOSITE EXHIBIT 4 - ZONING MAP
HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**



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 EMAIL: INFO@WOODCIVIL.COM

*TO BE ANNEXED INTO CITY OF HAINES CITY



EXPANSION PARCELS

EXISTING DISTRICT

EXPANSION PARCELS

Existing: Polk County A/RR
*Proposed: Haines City LDR

EXISTING: AG & CON (HAINES CITY)
*PROPOSED: LDR (HAINES CITY)

Existing: Polk County RL-1
*Proposed: Haines City LDR

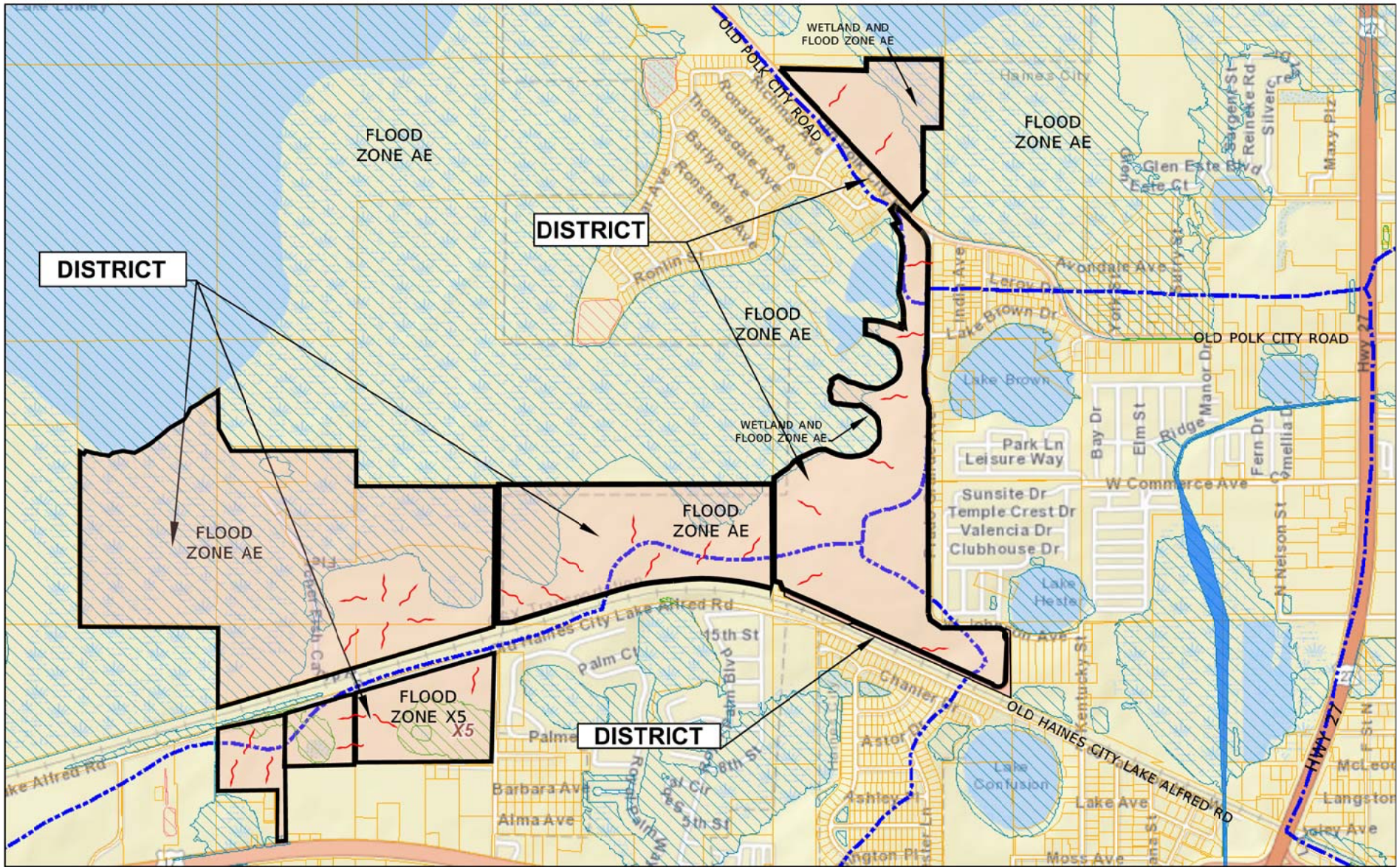
Existing: Polk County RL-4
*Proposed: Polk County RL-4

- 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
- *TO BE ANNEXED INTO CITY OF HAINES CITY



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EMAIL: INFO@WOODCIVIL.COM

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

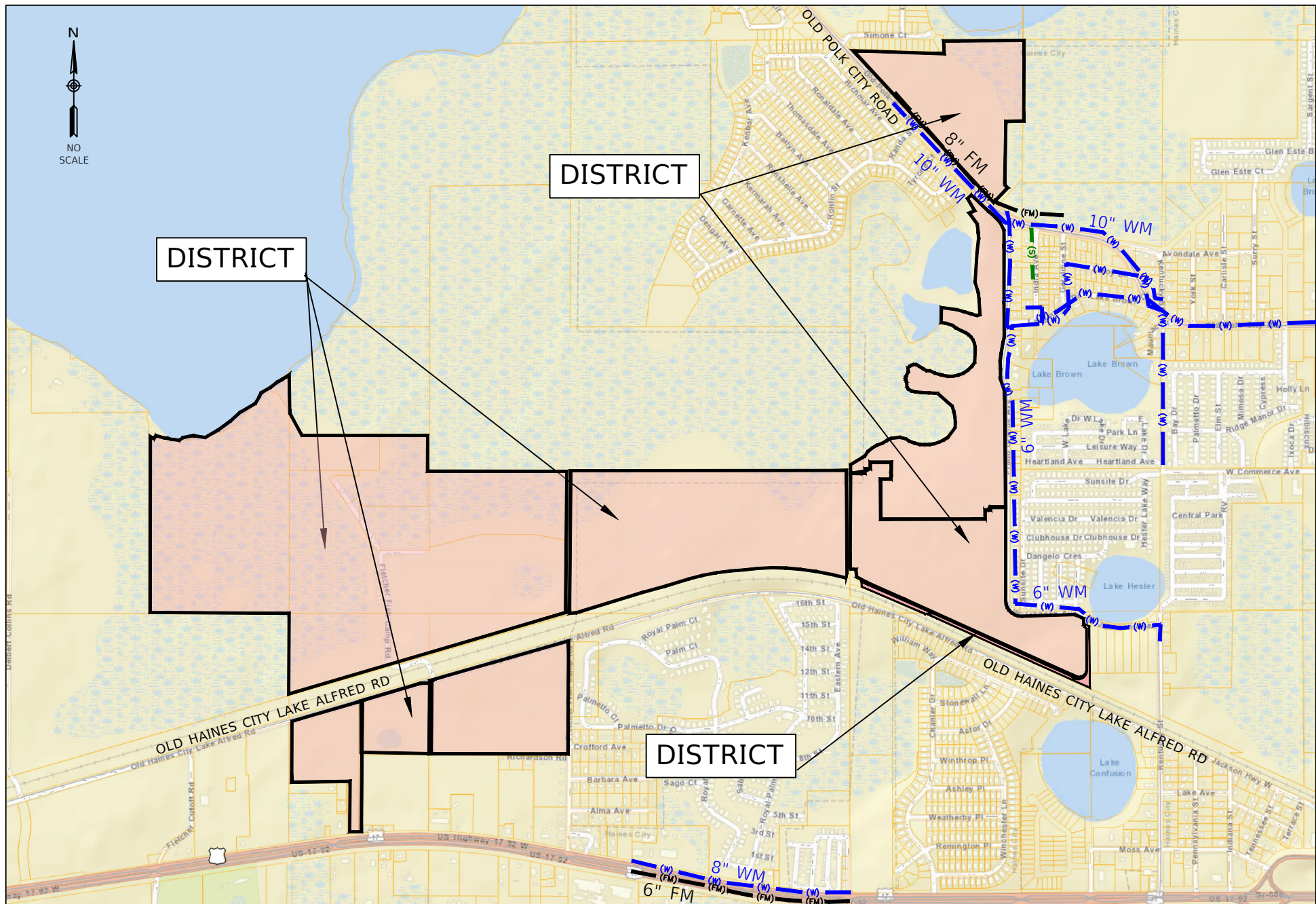





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 EMAIL: INFO@WOODCIVIL.COM

LEGEND
 ——— FLOW DIRECTION
 - - - - DRAINAGE BASIN

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





LEGEND	
	WATER MAIN
	GRAVITY SEWER MAIN
	FORCE MAIN

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

**Composite Exhibit 7
Hammock Reserve
Community Development District
Summary of Probable Cost**

Infrastructure ⁽¹⁾⁽⁹⁾⁽¹⁰⁾	Phase 1 -Existing (231 Lots)⁽¹¹⁾ 2019-2021	Phase 2 - Existing (206 Lots)⁽¹²⁾ 2021-2023	Phase 3-Expansion (382 Lots)⁽¹³⁾ 2021-2023	Phase 4 -Expansion (209 lots)⁽¹⁴⁾ 2022-2025	Total (1028 Lots)
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 190,000.00	\$ 150,000.00	-0-	\$ 300,000.00	\$ 640,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$2,100,000.00	\$ 510,000.00	\$ 950,000.00	\$ 515,000.00	\$ 4,075,000.00
Utilities (Water, Sewer, & Street Lighting) ^{(5)(6) (8)}	\$1,120,000.00	\$1,780,000.00	\$3,600,000.00	\$2,120,000.00	\$ 8,620,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 790,000.00	\$1,380,000.00	\$2,550,000.00	\$1,420,000.00	\$ 6,140,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	\$ 568,000.00	\$ 300,000.00	\$ 100,000.00	\$ 200,000.00	\$ 1,168,000.00
Parks and Recreational Facilities ⁽¹⁾⁽⁶⁾	\$ 420,000.00	\$ 240,000.00	\$ 200,000.00	\$ 240,000.00	\$ 1,100,000.00
Contingency	<u>\$ 470,000.00</u>	<u>\$ 436,000.00</u>	<u>\$ 740,000.00</u>	<u>\$ 479,500.00</u>	<u>\$ 2,125,500.00</u>
TOTAL	\$5,658,000.00	\$4,796,000.00	\$8,140,000.00	\$5,274,500.00	\$23,868,500.00

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 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer 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 1028 lots.
10. All financed improvements will be on land owned by, or subject to a permanent easement for the benefit of the District or another government entity.
11. Phase 1: 231 - 50' wide lots
12. Phase 2: 206 - 50' wide lots
13. Phase 3: 229 - 40' wide lots and 153 - 50' wide lots
14. Phase 4: 209 - 50' wide lots

**Composite 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 9 -OVERALL SITE PLAN HAMMOCK RESERVE PHASE 1 & 2

TRACT USAGE TABLE

- TRACTS A1, B AND C ARE BUFFERS AREAS / OPEN SPACE, AND WALL/FENCE/LANDSCAPE SIGN AREA, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.
- TRACTS K ARE OPEN SPACE AND RECREATION AREAS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.
- TRACTS A, B1, B2, B3, J, L, AND M ARE OPEN SPACE, DRAINAGE AND DRAINAGE/RETENTION AREAS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

RECREATION AREA NOTES:

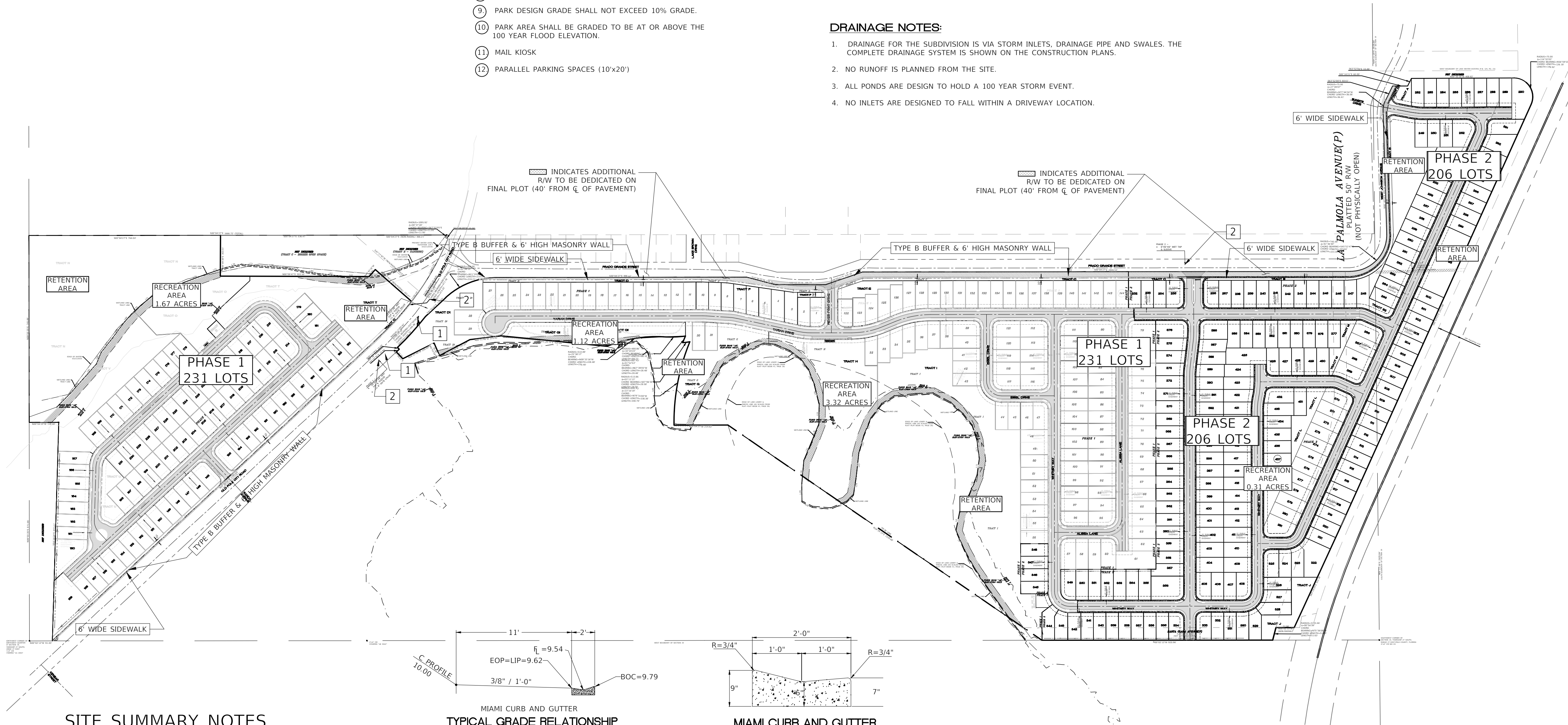
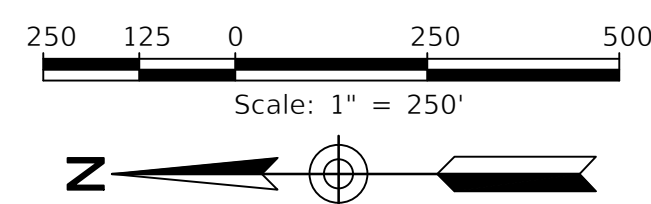
- TOT LOT PLAY STRUCTURE AREA
- SHADE CANOPY STRUCTURE (MIN 12'x12') & PICNIC TABLES
- PROVIDE 2" CALIPER LIVE OAK 8" HIGH AT PLANTING
- ENTIRE AREA TO BE SODDED AND IRRIGATED
- PROVIDE PARK BENCH
- WALKING TRAIL (MULCH OR COMPACTED RAP MATERIAL)
- PROVIDE A HUMAN/PET WATER STATION
- TRASH RECEPTACLE
- PARK DESIGN GRADE SHALL NOT EXCEED 10% GRADE.
- PARK AREA SHALL BE GRADED TO BE AT OR ABOVE THE 100 YEAR FLOOD ELEVATION.
- MAIL KIOSK
- PARALLEL PARKING SPACES (10'x20')

UTILITY CONNECTION NOTES

- FORCE MAINS FROM THE TWO LIFT STATION SHALL CONNECT TO THE EXISTING 8" FORCE MAIN ALONG OLD POLK CITY ROAD.
- INTERNAL WATER DISTRIBUTION SYSTEM SHALL CONNECT TO THE CITY WATER MAINS AT THE POINTS SHOWN.

DRAINAGE NOTES:

- DRAINAGE FOR THE SUBDIVISION IS VIA STORM INLETS, DRAINAGE PIPE AND SWALES. THE COMPLETE DRAINAGE SYSTEM IS SHOWN ON THE CONSTRUCTION PLANS.
- NO RUNOFF IS PLANNED FROM THE SITE.
- ALL PONDS ARE DESIGN TO HOLD A 100 YEAR STORM EVENT.
- NO INLETS ARE DESIGNED TO FALL WITHIN A DRIVEWAY LOCATION.



SITE SUMMARY NOTES

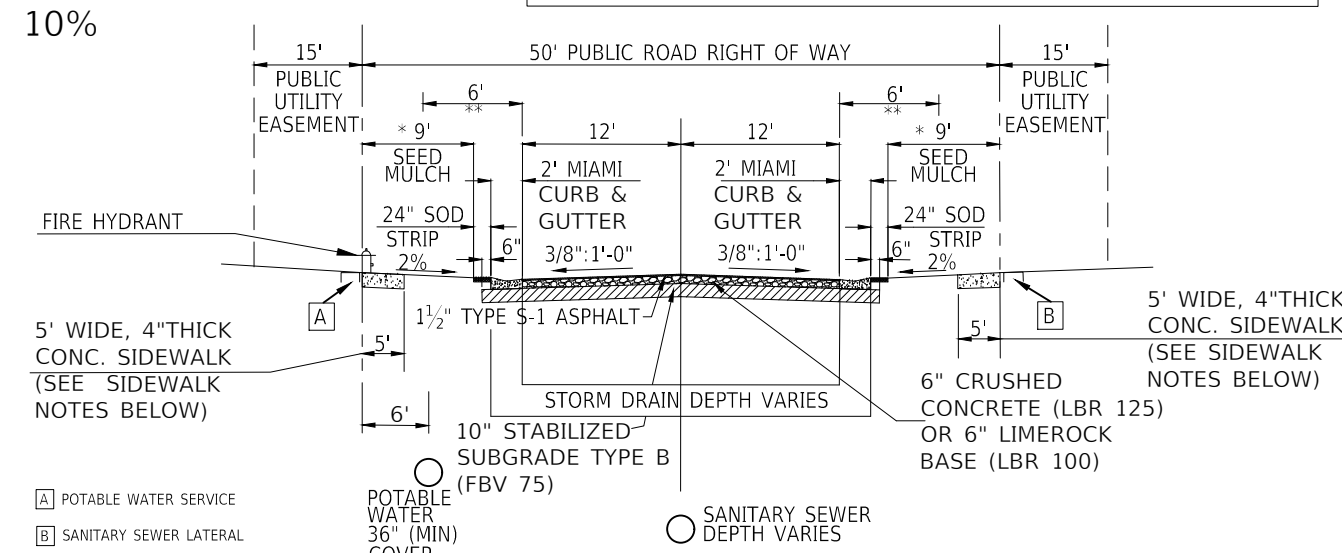
- MINIMUM LIVING AREA OF 1400 SF WITH 400 SF GARAGE ON 90% OF THE DWELLING UNITS.
- MINIMUM LIVING AREA OF 1250 SF WITH 400 SF GARAGE ON 10% OF THE DWELLING UNITS.
- MAXIMUM IMPERVIOUS AREA FOR THE LOTS IS 60%.

TYPICAL GRADE RELATIONSHIP

EOP = EDGE OF PAVEMENT
LIP = LIP OF GUTTER
FL = FLOW LINE OF GUTTER
BOC = BACK OF CURB

MIAMI CURB AND GUTTER

* AREA SHALL BE SODDED BY BUILDING CONTRACTOR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR HOMES. THE AREA SHALL BE SEEDED AND MULCHED BY THE ROAD CONTRACTOR.
** INDICATES 6' CLEAR RECOVERY ZONE.



MIAMI CURB AND GUTTER TYPICAL SECTION

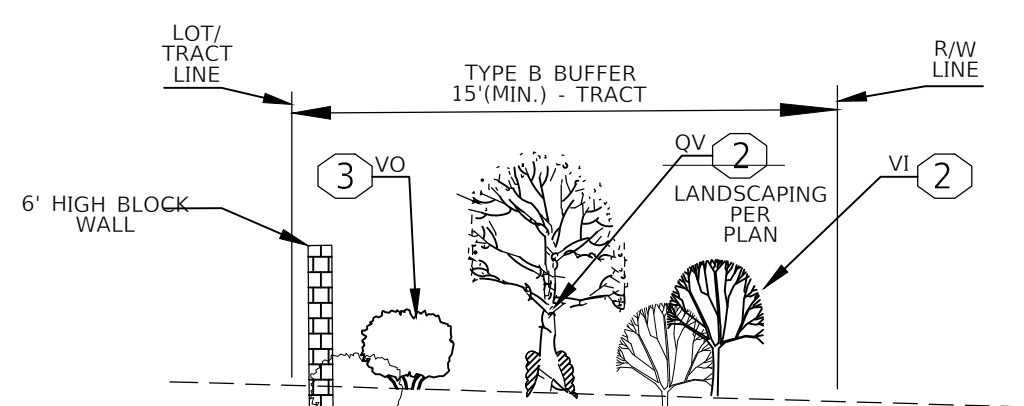
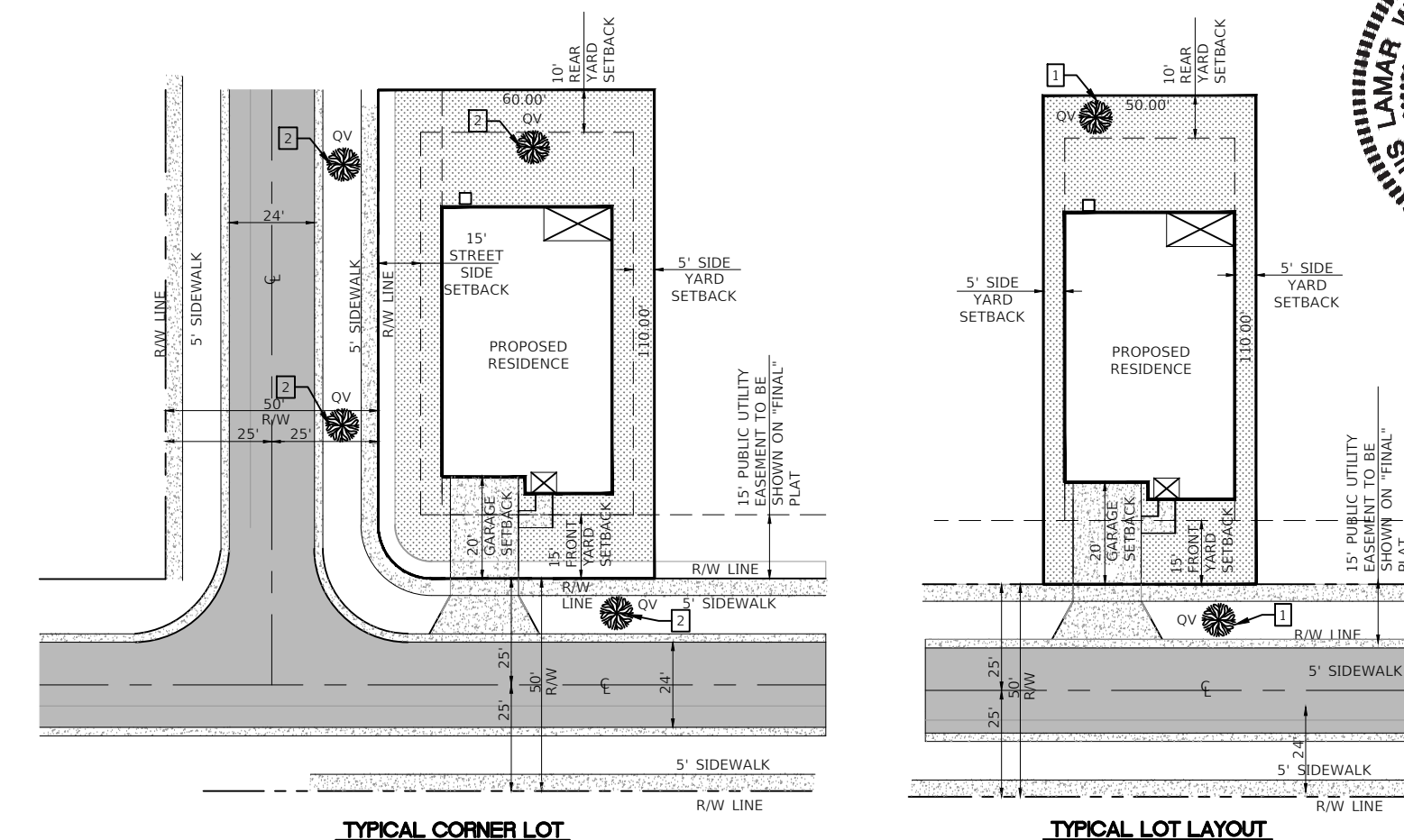
1 1/2" TYPE S-1 ASPHALT	= (1.50 x 0.44) 0.66
6" CRUSHED CONCRETE BASE (LBR 125) OR 6" LIMEROCK BASE (LBR 100)	= (6x0.15) 0.90
10" STABILIZED SUBGRADE TYPE B (FBV 75)	= (10x0.08) 0.80
STRUCTURAL NUMBER	=2.36

LANDSCAPE NOTES:

- THE HOME BUILDER IS RESPONSIBLE TO PLANT TWO (2) SHADE TREES (MINIMUM 8" HIGH AND 3" CALIPER) AT EACH INTERIOR LOT, ONE (1) OF WHICH SHALL ACT AS STREET TREE, AND BE PLACED BETWEEN SIDEWALK AND BACK OF MIAMI CURB AND GUTTER. ONE (1) TREE PLACED IN REAR YARD SETBACK.
- THE HOME BUILDER IS RESPONSIBLE TO PLANT FOUR (4) SHADE TREES (MINIMUM 8" HIGH AND 3" CALIPER) AT EACH CORNER LOT, THREE (3) OF WHICH SHALL ACT AS STREET TREES (FRONT AND SIDE), AND BE PLACED BETWEEN SIDEWALK AND BACK OF MIAMI CURB AND GUTTER. ONE (1) TREE PLACED IN REAR YARD SETBACK.
- WITHIN RIGHT-OF-WAY BUFFER THE FOLLOWING MINIMUM PLANTING SHALL BE PLANTED (TYPE 'B' BUFFER):
 - TWO (2) CANOPY TREES PER 100 L.F. (MIN. 8" HIGH AND 3" CALIPER).
 - FOUR (4) UNDER STORY TREES PER 100 FT. (MIN. 6" HIGH AND 2" CALIPER).
 - CONTINUOUS HEDGE (33 PLANTS PER 100 FT) 3" O.C. MINIMUM 2 FEET HIGH AT PLANTING.
- HEDGE AND TREE PLANTING AREAS SHALL BE WITHIN A 5' WIDE CYPRESS MULCH BED (MINIMUM 3" THICK). REMAINING AREA SHALL BE SODDED (ST. AUGUSTINE BAHIA - OR APPROVED EQUAL) WEED FREE, ROLLED AND FERTILIZED.
- ALL LANDSCAPING SHALL BE INSTALLED IN A SOUND MANNER AND IN ACCORDANCE WITH ACCEPTED STANDARDS OF THE FLORIDA NURSERYMEN'S MANUAL FOR ENVIRONMENTAL HORTICULTURE INDUSTRY.

ALL LANDSCAPING CARE, MAINTENANCE AND REPLACEMENT WITHIN ALL THE COMMON AREAS, ALL STREET TREES AND LANDSCAPE BUFFERS WILL BE THE RESPONSIBILITY OF THE COMMUNITY DEVELOPMENT DISTRICT AND THE HOME OWNERS ASSOCIATION.

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



SECTION 1-1

CANOPY TREE = LIVE OAK (OV)
UNDERSTORY TREE = CREPE MYRTLE (VI)
SHRUB = WALTER'S VIBURNUM (VO)

REVISIONS

DATE NO

ES

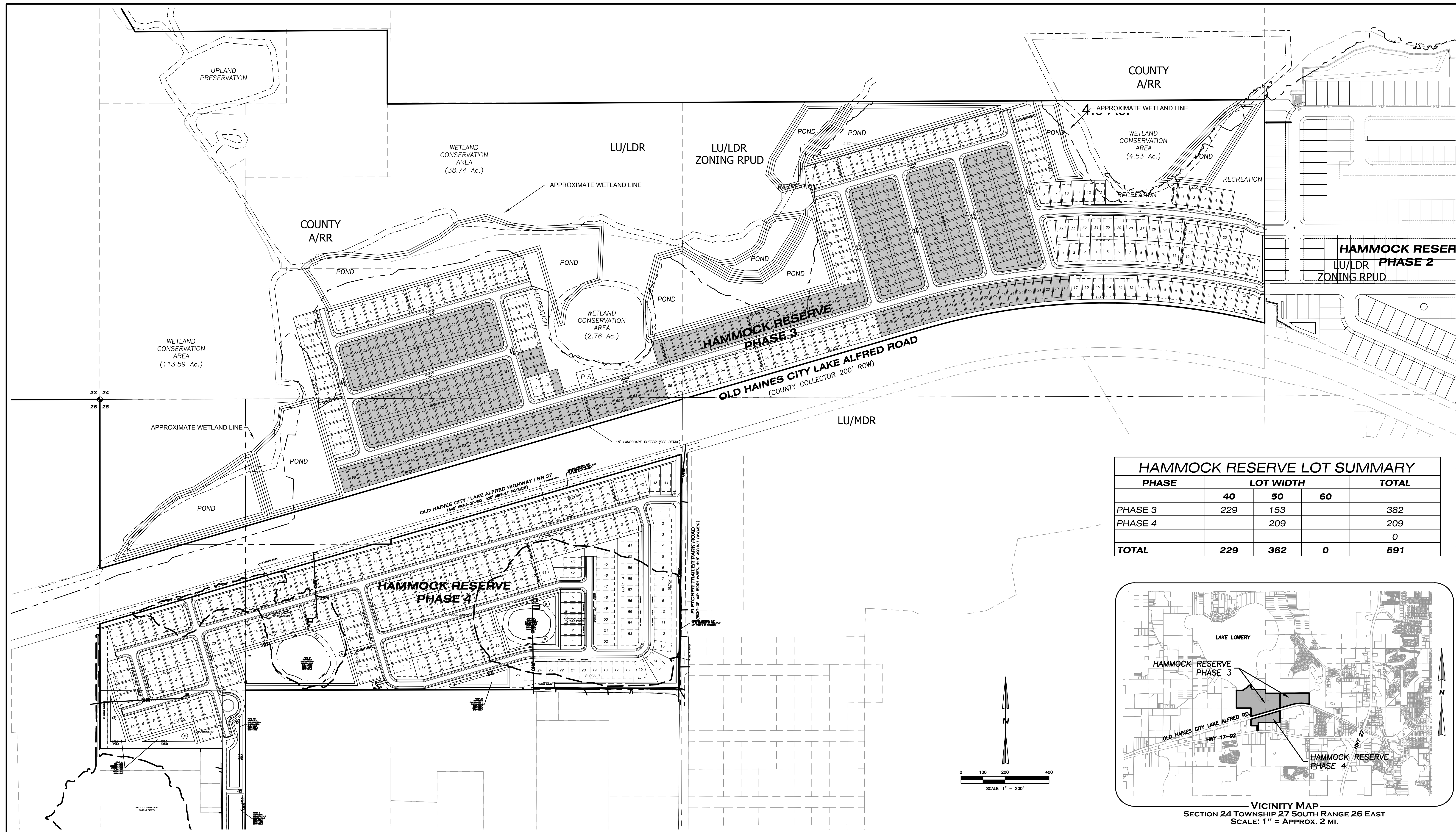
HAMMOCK RESERVE

PRADO GRANDE STREET
CITY OF HAINES CITY
POLK COUNTY, STATE OF FLORIDA

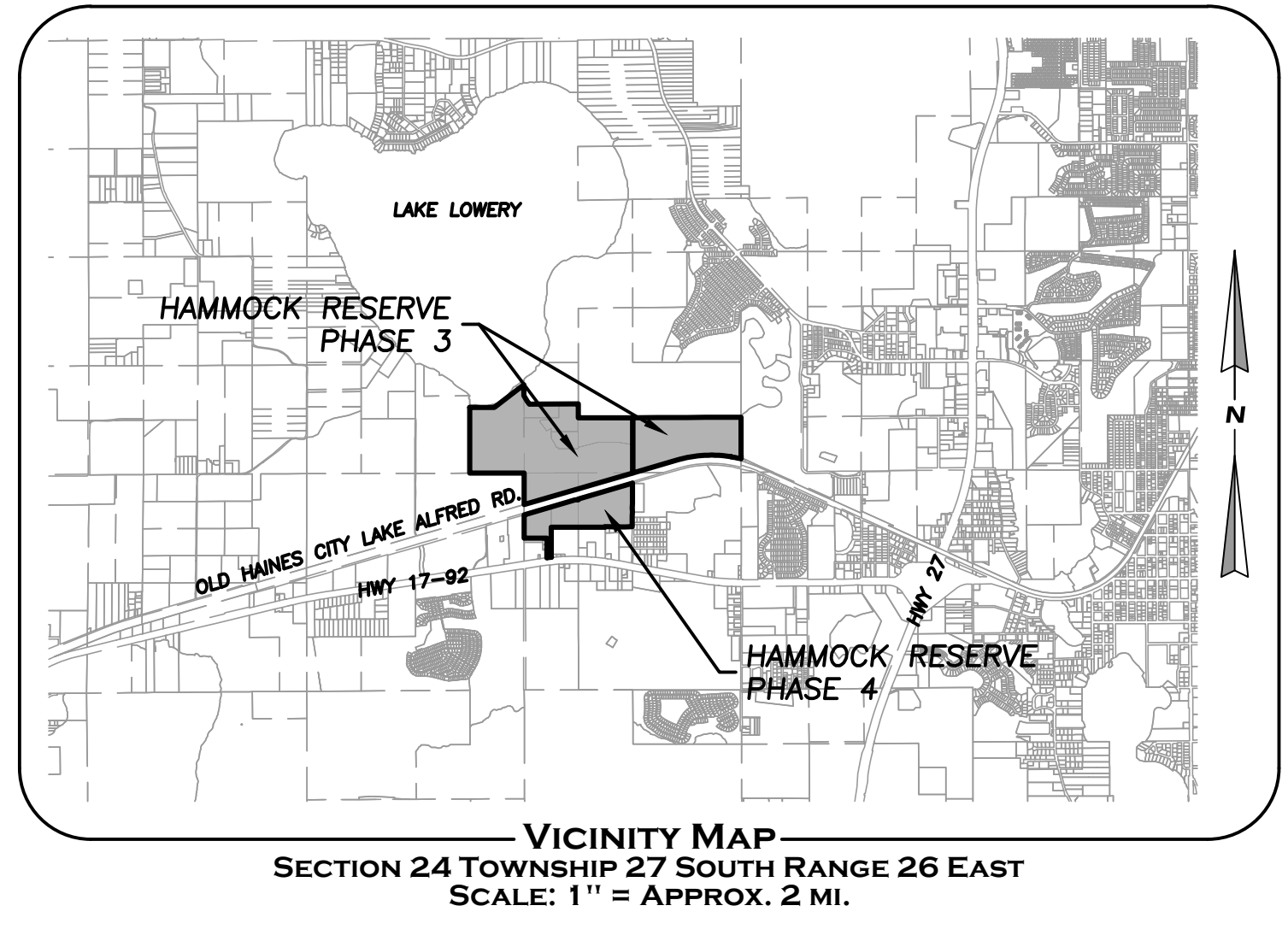
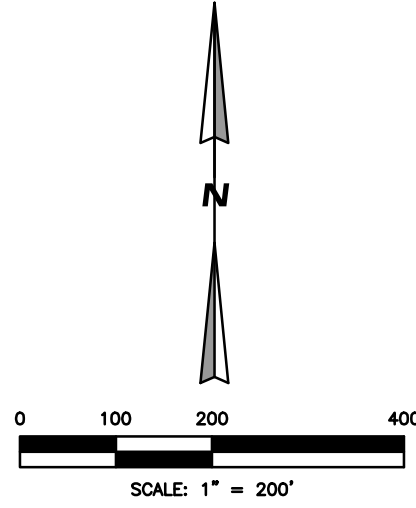
NOT VALID WITHOUT THE SIGNATURE OF DENNIS L. WOOD, P.E. # 17646 (FL)

PRELIMINARY
PLAT
GEN LOT

SHEET: 7.0



HAMMOCK RESERVE LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 3	229	153		382
PHASE 4		209		209
			0	0
TOTAL	229	362	0	591



CONCEPTUAL SITE PLAN

HAMMOCK RESERVE PHASES 3 & 4

1 of 1

HAINES CITY, POLK COUNTY, FLORIDA

NO.	DATE	REVISION	BY

DATE: May 27, 2021 JOB #: 00844.0034

ABSOLUTE ENGINEERING, INC.

(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
 (813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

SECTION VI

Prepared By and Return To

Roy Van Wyk, Esq.
KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(PHASE 3 AND PHASE 4)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered as of this ____ day of ____ 2021, by and between **CH DEV 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 and unincorporated 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:

CH DEV, LLC, a Florida
limited liability company

Print Name: _____

Albert B. Cassidy, Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me physical presence or online
notarization this ___ day of _____, 2021, by Albert B. Cassidy, as Manager of CH Dev,
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

Hammock Reserve Phase 3

Legal Descriptions

Parcel Number: 262725-000000-031030 (Per Book 10162, Page 2140): That part of the Northeast 1/4 of the Northwest 1/4, lying North of the railroad in Section 25, Township 27 South, Range 26 East, Polk County, Florida.

Parcel Number: 262725-000000-033010 (Per Book 07406, Pages 0035-0036): All that part or parcel of land situate in the NW 1/4 of the NW 1/4 North of the right-of-way of the CSX Railroad, in Section 25, Township 27 South, Range 26 East, Polk County, Florida.

Parcel Number: 262724-000000-042010 (Per Book 07406, Pages 0031-0032): 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.

Parcel Number: 262724-000000-042020 (Per Book 07406, Pages 0043-0044): 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 SE 1/4 of SW 1/4 a distance of 1323.78 feet to the Northwest corner of said SE 1/4 of SW 1/4; thence run South 00°00'44" West along the West boundary of said SE 1/4 of SW 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 SE 1/4 of SW 1/4; thence run North 00°05'20" East along the East boundary of said SE 1/4 of SW 1/4 a distance of 658.78 feet to the Point of Beginning.

Parcel Number: 262724-000000-044010 (Per Book 07406, Pages 0037-0038): Begin at the Northeast corner of the SW 1/4 of the SW 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.

Parcel Number: 262724-000000-043030 (Per Book 07841, Pages 0581-0582): Tract D: 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.

Parcel Number: 262724-000000-043020 (Per Book 07406, Pages 0033-0034): 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.

Parcel Number: 262723-000000-021020 (Per Book 07406, Pages 0039-0040): BEG SE COR OF NE1/4 OF SE1/4 RUN N 480.53 FT TO ELY EDGE OF CANAL FOR POB CONT N 465.2 FT TO LK LOWERY SWLY ALONG LK TO PT N 33 DEG 41 MIN W 370.82 FT FROM POB S 33 DEG 41 MIN E 370.82 FT TO POB.

Parcel Number: 262723-000000-021010 (Per Book 07406, Pages 0041-0042): 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.

Parcel Number: 272730-000000-031070 (Per Book 08338, Pages 0996-0997): THAT PART OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF AND WITHIN 30 FEET OF THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE CSX RAILROAD.

Parcel Number: 272719-742520-000032 (Per Book 08278, Pages 1958-1960): Commence at the Southwest corner of Section 19, Township 27 South, Range 27 East, Polk County, Florida and run N 00°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 N 00°02'56" W along said West boundary, 81.65 feet; thence S 65°19'34" E, 515.47 feet; thence S 65°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 N 56°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 N 00°16'19" W, 408.82 feet; thence N 63°52'00" W, 33.49 feet; thence N 00°16'21 "W, 60.00 feet to the Southerly right of way boundary of Johnson Avenue; thence S 63°52'00" E, along said right of way boundary, 66.99 feet; thence S 00°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 N 65°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 N 70°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.

Parcel Number: 262724-000000-022010 (Per Book 06049, Page 1919): The South 1/2 of the Southeast 1/4 of Section 24, Township 27 South, Range 26 East, Polk County, Florida, lying North of the Atlantic Coastline Railroad and Old Florida State Road #17.

Hammock Reserve Phase 4

Legal Descriptions

Parcel Number 262725-000000-033030, 262725-000000-033040, 262725-000000-031010 (Per Book 08843, Pages 0458-0459): The Northeast 1/4 of the Northwest 1/4 of Section 25, Township 27 South, Range 26 East, Polk County, Florida, LESS that part lying North of the railroad, and LESS the railroad, and LESS road right of way.

AND

The Southwest 1/4 of the Northwest 1/4 of the Northwest 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 1/4 of the Northwest 1/4 of Section 25, Township 27 South, Range 26 East, Polk County, Florida.

The East 105 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4, of Section 25, Township 27 South, Range 26 East, Polk County, Florida, lying North of U.S Highway 17 a/k/a Highway 92.

AND

All that parcel of land situate South of the Old Haines City/Lake Alfred Highway in the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 27 South, Range 26 East; AND also sometimes described as the Southeast 1/4 of the Northwest 1/4 of the Northwest 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.

SECTION VII



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

September 22, 2021

Board of Supervisors
Hammock Reserve Community Development District
c/o GMS - CFL, LLC
219 E. Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Hammock Reserve Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Hammock Reserve Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSOFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$4,900 for the September 30, 2021 audit. The fee for each annual renewal will be agreed upon separately.

This agreement provides for a contract period of one year. This agreement may be renewed for three additional one-year terms subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately. If the District agrees to subsequent renewals, the fees for fiscal year 2022, 2023 and 2024 will not exceed \$5,000, \$5,100 and \$5,200, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2021 must be provided to us no later than March 1, 2022, in order for us to complete the engagement and submit a preliminary draft audit report to the District no later than May 15, 2022. If the conditions are met for the auditor to submit a preliminary draft audit report to the District by May 15, 2022, and the District successfully provides all remaining items needed to complete the audit by June 1, 2022, then the auditor will submit a final audit report to the District to review no later than June 1, 2022.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Hammock Reserve Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Hammock Reserve Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION VIII

SECTION C

SECTION 1

Hammock Reserve Community Development District

Summary of Checks

August 30, 2021 to September 28, 2021

Bank	Date	Check No.'s	Amount
General Fund	9/7/21	142	\$ 119.44
	9/8/21	143	\$ 4,304.62
	9/15/21	144-150	\$ 6,860.04
	9/23/21	151-155	\$ 12,172.73
	9/24/21	156	\$ 42.96
			<hr/>
			\$ 23,499.79
			<hr/>
			\$ 23,499.79

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/07/21	00013	8/23/21	61202AUG	202108	320	53800	43200		1190 PRADO GRANDE HYDRANT CITY OF HAINES CITY	*	119.44	119.44	000142
9/08/21	00005	5/31/21	122937	202104	310	51300	49100		BOUNDARY AMENDMENT APR 21 HOPPING GREEN & SAMS	*	4,304.62	4,304.62	000143
9/15/21	00010	9/07/21	AR090720	202109	310	51300	11000		SUPERVISOR FEE 09/07/21 ANDREW RHINEHART	*	200.00	200.00	000144
9/15/21	00006	9/01/21	27	202109	310	51300	34000		MANAGEMENT FEES SEPT 21	*	2,916.67		
		9/01/21	27	202109	310	51300	35100		INFO TECHNOLOGY SEPT 21	*	100.00		
		9/01/21	27	202109	310	51300	31400		DISSEMINATION SEPT 21	*	583.33		
		9/01/21	27	202109	310	51300	51000		OFFICE SUPPLIES	*	2.83		
		9/01/21	27	202109	310	51300	42000		POSTAGE	*	41.15		
									GMS-CENTRAL FLORIDA			3,643.98	000145
9/15/21	00005	8/27/21	124816	202107	310	51300	31500		GENERAL COUNSEL JULY 21 HOPPING GREEN & SAMS	*	2,216.06	2,216.06	000146
9/15/21	00024	9/07/21	JF090720	202109	310	51300	11000		SUPERVISOR FEE 09/07/21 JUSTIN KEITH FRYE	*	200.00	200.00	000147
9/15/21	00008	9/07/21	LS090720	202109	310	51300	11000		SUPERVISOR FEE 09/07/21 LAUREN SCHWENK	*	200.00	200.00	000148
9/15/21	00011	9/07/21	MC090720	202109	310	51300	11000		SUPERVISOR FEE 09/07/21 MATTHEW CASSIDY	*	200.00	200.00	000149
9/15/21	00009	9/07/21	PM090720	202109	310	51300	11000		SUPERVISOR FEE 09/07/21 PATRICK MARONE	*	200.00	200.00	000150
9/23/21	00005	7/26/21	124009	202106	310	51300	49100		BOUNDARY AMENDMENT JUN 21 HOPPING GREEN & SAMS	*	207.10	207.10	000151

HAMR HAMMOCK RESERV KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/23/21	00025	9/16/21	302	202108	310-51300	31500			GENERAL COUNSEL 7/27-9/2 KE LAW GROUP, PLLC	*	3,425.72	3,425.72	000152
9/23/21	00026	8/31/21	00040398	202108	310-51300	48000			NOT OF SPECIAL ASSESSMENT LOCALIQ	*	4,924.12	4,924.12	000153
9/23/21	00027	9/17/21	4511	202109	320-53800	46200			LAWN MAINTENANCE 9/17/21 PRINCE & SONS, INC.	*	2,125.00	2,125.00	000154
9/23/21	00019	9/22/21	09222021	202109	300-15500	10000			EQUIPMENT LEASE - OCT 21 WHFS,LLC	*	1,490.79	1,490.79	000155
9/24/21	00028	9/07/21	36314 56	202108	320-53800	43000			3882 WHITNEY WAY LIFT DUKE ENERGY	*	42.96	42.96	000156
TOTAL FOR BANK A											23,499.79		
TOTAL FOR REGISTER											23,499.79		

HAMR HAMMOCK RESERV KCOSTA

SECTION 2

Hammock Reserve
Community Development District

Unaudited Financial Reporting
August 31, 2021



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6	<u>Series 2020 Capital Project Fund</u>
7	<u>Series 2021 Capital Project Fund</u>
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10	<u>Long Term Debt Report</u>

Hammock Reserve
Community Development District
Combined Balance Sheet
August 31, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 45,742	\$ -	\$ -	\$ 45,742
Series 2020:				
Reserve	\$ -	\$ 308,000	\$ -	\$ 308,000
Revenue	\$ -	\$ 101,498	\$ -	\$ 101,498
Interest	\$ -	\$ 0	\$ -	\$ 0
Construction	\$ -	\$ -	\$ 18,750	\$ 18,750
Series 2021:				
Reserve	\$ -	\$ 278,100	\$ -	\$ 278,100
Revenue	\$ -	\$ 4	\$ -	\$ 4
Interest	\$ -	\$ 79,256	\$ -	\$ 79,256
Construction	\$ -	\$ -	\$ 3,513,821	\$ 3,513,821
Cost of Issuance	\$ -	\$ -	\$ 0	\$ 0
Due From Developer	\$ 207	\$ -	\$ -	\$ 207
Due From General Fund	\$ -	\$ -	\$ 1,000	\$ 1,000
Prepaid Expenses	\$ 1,491	\$ -	\$ -	\$ 1,491
Total Assets	\$ 47,440	\$ 766,859	\$ 3,533,571	\$ 4,347,870
Liabilities:				
Accounts Payable	\$ 16,654	\$ -	\$ -	\$ 16,654
Contracts Payable	\$ -	\$ -	\$ -	\$ -
Due to Capital Projects	\$ 1,000	\$ -	\$ -	\$ 1,000
Due to Debt Service	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 17,654	\$ -	\$ -	\$ 17,654
Fund Balances:				
Assigned for Debt Service - Series 2020	\$ -	\$ 409,498	\$ -	\$ 409,498
Assigned for Debt Service - Series 2021	\$ -	\$ 357,360	\$ -	\$ 357,360
Assigned for Capital Projects - Series 2020	\$ -	\$ -	\$ 19,750	\$ 19,750
Assigned for Capital Projects - Series 2021	\$ -	\$ -	\$ 3,513,821	\$ 3,513,821
Unassigned	\$ 29,786	\$ -	\$ -	\$ 29,786
Total Fund Balances	\$ 29,786	\$ 766,859	\$ 3,533,571	\$ 4,330,216
Total Liabilities & Fund Balance	\$ 47,440	\$ 766,859	\$ 3,533,571	\$ 4,347,870

Hammock Reserve
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2021

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
Revenues:				
Assessments - Lot Closings	\$ -	\$ -	\$ 57,049	\$ 57,049
Boundary Amendment Contributions	\$ -	\$ -	\$ 26,967	\$ 26,967
Developer Contributions	\$ 165,127	\$ 151,366	\$ 60,000	\$ (91,366)
Total Revenues	\$ 165,127	\$ 151,366	\$ 144,015	\$ (7,351)
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 7,600	\$ 3,400
Engineering	\$ 15,000	\$ 13,750	\$ -	\$ 13,750
Attorney	\$ 25,000	\$ 22,917	\$ 21,194	\$ 1,723
Annual Audit	\$ 3,000	\$ 3,000	\$ 2,800	\$ 200
Assessment Administration	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Arbitrage	\$ 650	\$ 596	\$ -	\$ 596
Dissemination	\$ 5,000	\$ 4,583	\$ 4,083	\$ 500
Trustee Fees	\$ 3,550	\$ 3,254	\$ -	\$ 3,254
Management Fees	\$ 35,000	\$ 32,083	\$ 32,083	\$ (0)
Information Technology	\$ 2,350	\$ 2,154	\$ 1,100	\$ 1,054
Telephone	\$ 300	\$ 275	\$ -	\$ 275
Postage & Delivery	\$ 1,000	\$ 917	\$ 157	\$ 759
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 917	\$ 52	\$ 865
Legal Advertising	\$ 10,000	\$ 9,167	\$ 8,855	\$ 312
Other Current Charges	\$ 5,000	\$ 4,583	\$ 1,034	\$ 3,550
Boundary Amendment Expenses	\$ -	\$ -	\$ 28,381	\$ (28,381)
Office Supplies	\$ 625	\$ 573	\$ 27	\$ 546
Travel Per Diem	\$ 660	\$ 605	\$ -	\$ 605
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 130,310	\$ 120,132	\$ 112,540	\$ 7,592

Hammock Reserve
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2021

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
<i>Operation and Maintenance</i>				
Field Expenses				
Property Insurance	\$ 5,000	\$ 4,000	\$ -	\$ 4,000
Field Management	\$ 6,250	\$ 5,000	\$ -	\$ 5,000
Landscape Maintenance	\$ 11,650	\$ 9,320	\$ -	\$ 9,320
Landscape Replacement	\$ 1,042	\$ 833	\$ -	\$ 833
Streetlights	\$ 5,250	\$ 4,200	\$ 634	\$ 3,566
Electric	\$ 833	\$ 667	\$ 252	\$ 415
Water & Sewer	\$ 417	\$ 333	\$ 752	\$ (419)
Sidewalk & Asphalt Maintenance	\$ 208	\$ 167	\$ -	\$ 167
Irrigation Repairs	\$ 1,042	\$ 833	\$ -	\$ 833
General Repairs & Maintenance	\$ 2,083	\$ 1,667	\$ -	\$ 1,667
Contingency	\$ 1,042	\$ 833	\$ -	\$ 833
Amenity Expenses				
Equipment Lease	\$ -	\$ -	\$ 4,472	\$ (4,472)
Total O&M Expenses:	\$ 34,817	\$ 27,853	\$ 6,111	\$ 21,743
Total Expenditures	\$ 165,127	\$ 147,985	\$ 118,651	\$ 29,334
Excess Revenues (Expenditures)	\$ -		\$ 25,364	
Fund Balance - Beginning	\$ -		\$ 4,422	
Fund Balance - Ending	\$ -		\$ 29,786	

Hammock Reserve

Community Development District

Debt Service Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2021

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
Revenues:				
Assessments - Lot Closings	\$ -	\$ -	\$ 101,494	\$ 101,494
Interest Income	\$ -	\$ -	\$ 18	\$ 18
Total Revenues	\$ -	\$ -	\$ 101,512	\$ 101,512
Expenditures:				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ -	\$ -	\$ 107,510	\$ (107,510)
Total Expenditures	\$ -	\$ -	\$ 107,510	\$ (107,510)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 415,510	\$ 415,510
Transfer In/(Out)	\$ -	\$ -	\$ (14)	\$ (14)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 415,496	\$ 415,496
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 409,498	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 409,498	

Hammock Reserve

Community Development District

Debt Service Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2021

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 4	\$ 4
Total Revenues	\$ -	\$ -	\$ 4	\$ 4
Expenditures:				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 357,356	\$ 357,356
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 357,356	\$ 357,356
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 357,360	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 357,360	

Hammock Reserve

Community Development District

Capital Projects Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2021

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 66	\$ 66
Developer Contributions	\$ -	\$ -	\$ 1,086,983	\$ 1,086,983
Total Revenues	\$ -	\$ -	\$ 1,087,048	\$ 1,086,983
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 5,458,568	\$ (5,458,568)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 290,275	\$ (290,275)
Total Expenditures	\$ -	\$ -	\$ 5,748,843	\$ (5,748,843)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 4,964,490	\$ 4,964,490
Bond Premium	\$ -	\$ -	\$ 24,924	\$ 24,924
Transfer In/(Out)	\$ -	\$ -	\$ 14	\$ 14
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 4,989,428	\$ 4,989,428
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 327,633	
Fund Balance - Beginning	\$ -	\$ -	\$ (307,883)	
Fund Balance - Ending	\$ -	\$ -	\$ 19,750	

Hammock Reserve

Community Development District

Capital Projects Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2021

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 47	\$ 47
Total Revenues	\$ -	\$ -	\$ 47	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 919,748	\$ (919,748)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 284,275	\$ (284,275)
Total Expenditures	\$ -	\$ -	\$ 1,204,023	\$ (1,204,023)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 4,632,644	\$ 4,632,644
Bond Premium	\$ -	\$ -	\$ 85,153	\$ 85,153
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 4,717,797	\$ 4,717,797
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 3,513,821	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 3,513,821	

Hammock Reserve
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Lot Closings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,068	\$ 13,636	\$ 23,344	\$ -	\$ -	\$ 57,049
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,759	\$ 207	\$ -	\$ 26,967
Developer Contributions	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Total Revenues	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,068	\$ 13,636	\$ 50,104	\$ 207	\$ -	\$ 144,015
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ 600	\$ 1,000	\$ 800	\$ -	\$ 1,000	\$ 800	\$ -	\$ 800	\$ 800	\$ 800	\$ -	\$ 7,600
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 2,600	\$ 1,461	\$ 1,217	\$ 1,283	\$ 530	\$ 1,695	\$ 2,341	\$ 1,843	\$ 2,585	\$ 2,216	\$ 3,426	\$ -	\$ 21,194
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 2,800
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 583	\$ 583	\$ -	\$ 4,083
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ 32,083
Information Technology	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ 1,100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 4	\$ 3	\$ 1	\$ 25	\$ -	\$ 7	\$ -	\$ 46	\$ 6	\$ 4	\$ 62	\$ -	\$ 157
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ 11	\$ 13	\$ 4	\$ 2	\$ 4	\$ -	\$ 6	\$ 5	\$ 5	\$ -	\$ 2	\$ -	\$ 52
Legal Advertising	\$ 510	\$ 431	\$ 1,282	\$ 1,278	\$ -	\$ 431	\$ -	\$ -	\$ -	\$ -	\$ 4,924	\$ -	\$ 8,855
Other Current Charges	\$ -	\$ 265	\$ 126	\$ 127	\$ 121	\$ 126	\$ 120	\$ 31	\$ 38	\$ 41	\$ 39	\$ -	\$ 1,034
Boundary Amendment Expenses	\$ -	\$ 5,178	\$ 1,848	\$ 2,732	\$ 3,337	\$ 9,120	\$ 4,545	\$ 1,213	\$ 207	\$ 201	\$ -	\$ -	\$ 28,381
Office Supplies	\$ 3	\$ 3	\$ 3	\$ 2	\$ 3	\$ 0	\$ 3	\$ 3	\$ 5	\$ 0	\$ 3	\$ -	\$ 27
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 12,319	\$ 10,969	\$ 8,913	\$ 9,680	\$ 7,427	\$ 16,813	\$ 12,248	\$ 7,374	\$ 7,080	\$ 6,862	\$ 12,856	\$ -	\$ 112,540

Hammock Reserve
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Field Expenses													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353	\$ 281	\$ -	\$ 634
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70	\$ 19	\$ 26	\$ 138	\$ -	\$ 252
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137	\$ 377	\$ 119	\$ 119	\$ -	\$ 752
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Expenses													
Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,491	\$ 1,491	\$ 1,491	\$ -	\$ 4,472
Total O&M Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206	\$ 1,886	\$ 1,989	\$ 2,029	\$ -	\$ 6,111
Total Expenditures	\$ 12,319	\$ 10,969	\$ 8,913	\$ 9,680	\$ 7,427	\$ 16,813	\$ 12,248	\$ 7,580	\$ 8,966	\$ 8,851	\$ 14,885	\$ -	\$ 118,651
Excess Revenues (Expenditures)	\$ 7,681	\$ (10,969)	\$ 11,087	\$ (9,680)	\$ 12,573	\$ (16,813)	\$ (12,248)	\$ 12,488	\$ 4,670	\$ 41,252	\$ (14,678)	\$ -	\$ 25,364

Hammock Reserve

Community Development District

Long Term Debt Report

SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.625%, 3.250%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$308,000	
RESERVE FUND BALANCE	\$308,000	
BONDS OUTSTANDING - 10/22/20		\$5,380,000
CURRENT BONDS OUTSTANDING		\$5,380,000

SERIES 2021, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.375%, 3.000%, 3.375%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$278,100	
RESERVE FUND BALANCE	\$278,100	
BONDS OUTSTANDING - 5/18/21		\$4,990,000
CURRENT BONDS OUTSTANDING		\$4,990,000

SECTION 3

EXHIBIT C

FORMS OF REQUISITIONS

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hammock Reserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of October 1, 2020 (collectively, the "Assessment Area One Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area One Indenture):

- (A) Requisition Number: 55
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Prince & Sons Inc.
- (D) Amount Payable: \$2,500.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 4362 - Bushhogging
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area One Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Assessment Area One Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Costs of the Assessment Area One Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 9/9/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 9-2-21

55

Prince # Sons

\$12,500.00

SECTION 4

Requisition	Payee/Vendor	Amount
26	Hopping, Green & Sams	\$ 2,119.27
27	JMBI Real Estate, LLC	\$ 3,000.00
28	JMBI Real Estate, LLC	\$ 184,219.30
29	Tucker Paving, Inc.	\$ 501,652.30
30	Core & Main	\$ 58,487.59
31	Core & Main	\$ 79,455.80
32	Atlantic TNG, LLC	\$ 76,141.00
33	Atlantic TNG, LLC	\$ 45,945.00
	TOTAL	\$ 951,020.26