

*Hammock Reserve
Community Development District*

Meeting Agenda

April 20, 2022

AGENDA

Hammock Reserve

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

April 13, 2022

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

Dear Board Members:

A meeting of the Board of Supervisors of the **Hammock Reserve Community Development District** will be held **Wednesday, April 20, 2022, at 2:00 PM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/86711045297>

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

Meeting ID: 867 1104 5297

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 April 5, 2022 Board of Supervisors Meeting
4. Consideration of Series 2022 Assessment Area 3 Developer Agreements:
 - A. Phase 3
 - i. True-Up Agreement
 - ii. Collateral Assignment Agreement
 - iii. Completion Agreement
 - iv. Acquisition Agreement
 - v. Declaration of Consent
 - B. Phase 4
 - i. True-Up Agreement
 - ii. Collateral Assignment Agreement
 - iii. Completion Agreement
 - iv. Acquisition Agreement
 - v. Declaration of Consent
5. Consideration of Resolution 2022-05 Supplemental Assessment Resolution
6. Consideration of Notice of Special Assessments

¹ Comments will be limited to three (3) minutes

7. Review and Ranking of Proposals Received for District Engineering Services
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
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, **April 5, 2022** at 1:30 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Matthew Cassidy
Andrew Rhinehart

Vice Chairperson
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk *by Zoom*
Marshall Tindall
Bob Gang *by Zoom*

District Manager, GMS
KE Law Group
GMS
Greenberg

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were three Board 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 March 1, 2022
Board of Supervisors Meeting**

Ms. Burns presented the March 1, 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 Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Minutes of the March 1, 2021, Board of Supervisors Meeting, were approved.
--

FOURTH ORDER OF BUSINESS

Presentation and Approval Updated Amended and Restated Engineer’s Report (Updated March 22, 2022)

Ms. Burns presented the revised Engineer’s Report, noting that the update included the cost table in Phase 3 totaling \$10,131,000. She asked if there were any questions, and hearing none, asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Updated Amended and Restated Engineer’s Report (Updated March 22, 2022), was approved.

FIFTH ORDER OF BUSINESS

Presentation and Approval of Updated Supplemental Assessment Methodology for AA3 (Dated April 5, 2022)

Ms. Burns presented the revised Supplemental Assessment Methodology, noting that it reflected the changes to the Engineer’s report, updating the costs for Phase 3. She also noted that there was an updated bond sizing included.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Updated Supplemental Assessment Methodology for AA3 (Dated April 5, 2022), was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-05 Supplemental Assessment Resolution (to be provided under separated cover)

This item was tabled until the next meeting.

SEVENTH ORDER OF BUSINESS

Consideration of Phase 2 Conveyance Documents

Mr. Gang presented the conveyance documents, noting that staff reviewed the Phase 2 area, and it was determined it was completed efficiently. Ms. Burns asked if there were 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 Phase 2 Conveyance Documents, were approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2022-06
Authorizing the Use of Electronic
Documents and Signatures**

Ms. Burns presented the resolution, noting that it would allow the District to utilize electronic signatures for the majority of the District’s records.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, Resolution 2022-06 Authorizing the Use of Electronic Documents and Signatures, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing further to report for the Board.

B. Engineer

There being no engineer present, the next item followed.

C. Field Manager’s Report

Mr. Tindall reviewed his report, noting that signs were put up at the Northern section playground regarding pets being leashed, pest control was updated, construction on the pool is moving along with an approximate finish time of 8 weeks, side gaps and lights along streets were being fixed and replaced, irrigation control was fixed after having ants within it. Solar lighting at mailboxes was in the process of being completed.

Ms. Burns asked if there were questions, and hearing none, asked for a motion to approve.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented the check register and asked for a motion to approve. The total was \$286,341.57.

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

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financials were included in the packet for review. There was no action necessary. The Board had no questions on the financials.

iii. Ratification of Summary of Series 2021 (AA2) Requisitions #63 to #74

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. Rhinehart, with all in favor, Series 2021 (AA2) Requisitions #63 to #74, were ratified.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Continuation of Meeting

Ms. Burns continued the meeting to April 20th at 2:00 p.m.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the meeting was continued to Wednesday, April 20, 2022 @ 2:00 PM @ 346 E. Central Ave., Winter Haven, FL 33880.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

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

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

AGREEMENT BY AND BETWEEN THE HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT AND CH DEV HAMMOCK LLC, REGARDING TRUE-UP AS TO ASSESSMENT AREA THREE SPECIAL ASSESSMENTS

THIS TRUE-UP AGREEMENT (“Agreement”) is made and entered into this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated partially within unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

CH DEV HAMMOCK, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, 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 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, Landowner is the owner of a portion of the lands within the District and a developer of the same, which lands are described in **Exhibit A** (“Phase 3 Lands”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the “Engineer’s Report”) attached to this Agreement as **Exhibit B**,

and the estimated costs of the portion of the Improvements, described as Phase 3 and Phase 3 (the “Assessment Area Three Project”), are identified therein; and

WHEREAS, the District intends to finance a portion of the Assessment Area Three Project, through the anticipated issuance of its Hammock Reserve Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$14,235,000 (the “Assessment Area Three Bonds”); and

WHEREAS, pursuant to Resolutions 2021-11, 2021-12, 2021-19, and 2022-05 the “Assessment Resolutions”) the District imposed special assessments on the Phase 3 Lands (the “Assessment Area Three Special Assessments”) within the District to secure the repayment of the Assessment Area Three Bonds, including interest thereon; and

WHEREAS, Landowner agrees that all developable Phase 3 Lands subject to the Assessment Area Three Special Assessments benefit from the timely design, construction, or acquisition of the Assessment Area Three Project; and

WHEREAS, Landowner agrees that the Assessment Area Three Special Assessments which were imposed on the Phase 3 Lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the Phase 3 Lands, which Assessment Area Three Special Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessment Area Three Special Assessments on the Phase 3 Lands within the District; and

WHEREAS, the *Amended and Restated Master Assessment Methodology* dated July 6, 2021, as supplemented by that *Supplemental Assessment Methodology – (Assessment Area Three)*, dated April 5, 2022 (together, the “Assessment Report”), provides that as the Phase 3 Lands are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Phase 3 Lands within the District would be allocated and calculated based upon certain density assumptions relating to the number of each lot type to be constructed on the Phase 3 Lands within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Phase 3 Lands within the District will be platted, planned, and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Assessment Area Three Special Assessments on the Phase 3 Lands, subject to the terms and conditions contained herein.

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

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

SECTION 2. COVENANTS.

A. The provisions of this Agreement shall constitute a covenant running with Phase 3 Lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

B. Landowner agrees that to the extent Landowner fails to timely pay all Assessment Area Three Special Assessments on the Phase 3 Lands collected by mailed notice of the District, said unpaid Assessment Area Three Special Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Assessment Area Three Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat Phase 3 Lands subject to the Assessment Area Three Special Assessments into a total of 382 single family homes or 382 Equivalent Residential Units ("ERUs").

B. *Process for Reallocation of Assessments.* The Assessment Area Three Special Assessments on the Phase 3 Lands will be reallocated among the Phase 3 Lands as such lands are platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of the Phase 3 Lands of the District, the Assessment Area Three Special Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that the Assessment Area Three Special Assessments imposed upon the Phase 3 Lands will be assigned to the number and type of platted lots platted. In furtherance thereof, at such time as any portion of the Phase 3 Lands is to be platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area Three Special Assessments to the number and type of lots being platted and the remaining Phase 3 lands in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of Phase 3 Lands

within the District owned by Landowner shall be presented to the District for review and allocation of the Assessment Area Three Special Assessments to the lots being platted and the remaining property within the Phase 3 Lands in accordance with the Assessment Report (“Reallocation”). Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of the Assessment Area Three Special Assessments and enforcement of the District’s assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least the number and type of platted lots within Phase 3 Lands of Assessment Area Three Special Assessments of the District. Thus, at the time of platting of any portion of the Phase 3 Lands, or any re-platting thereof, there must be at least the number of ERUs platted lots in Phase 3 Lands to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Phase 3 Lands in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of Phase Lands subject to the Assessment Area Three Special Assessments is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than the number and type of lots are to be platted within the Phase 3 Lands, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due by shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Assessment Area Three Special Assessment installment payable for the Phase 3 Lands. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Assessment Area Three Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Assessment Area Three Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that at least 382 ERUs will be assigned to the Phase 3 Lands, as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Phase 3 Lands. In the event Landowner plats less than 382 ERUs within the Phase 3 Lands, the Landowner may either make a True-Up Payment or leave unassigned Assessment Area Three Special Assessments on the Phase 3 Lands on the un-platted lands within the Phase 3 Lands,

provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect the Assessment Area Three Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area Three Project, including all costs of financing and interest. The District, however, may collect the Assessment Area Three Special Assessments in excess of the annual debt service related to the Assessment Area Three Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area Three Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessment Area Three Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area Three Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Assessment Area Three Special Assessments on the Phase 3 Lands and to abide by the requirements of the Reallocation of Assessment Area Three Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential, or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

- A. If to the District:
- Hammock Reserve
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

B. If to Landowner: CH Dev Hammock, LLC
346 E Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue.
Winter Haven, FL 33880
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 Parties. 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Phase 3 Lands by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

A. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Phase 3 Lands, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to the Phase 3 Lands or portions thereof, and any transferee of any portion of the Phase 3 Lands, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. No portion of the Phase 3 Lands may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i) Platted and fully-developed lots to homebuilders restricted from re-platting.

(ii) Platted and fully-developed lots to end users.

(iii) Portions of the Phase 3 Lands exempt from debt special assessments or to be dedicated to the City, the County, the District, or other governmental agencies.

Any transfer of any portion of the Phase 3 Lands pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Phase 3 Lands from the scope and effect of this Agreement.

C. Landowner shall not transfer any portion of the Phase 3 Lands to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

(i) delivering a recorded copy of this Agreement to such third party; and

(ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Phase 3 Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Phase 3 Lands so transferred.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable the Assessment Area Three Bonds then outstanding with regard to material amendments.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all the Phase 3 Lands without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area Three Bonds.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Landowner any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Three Bonds, on behalf of the owners of the Assessment Area Three Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

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

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[Signature pages follow]

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

WITNESS:

CH DEV HAMMOCK, LLC, a Florida
limited liability company

Albert B. Cassidy, its Manager

[Print Name]

[Print Name]

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Albert B. Cassidy, as Manager CH Dev Hammock, LLC, on behalf of the company

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

WITNESSES:

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Lauren O. Schwenk, as Chairperson of the Board of Supervisors of Hammock Reserve Community Development District.

[notary seal] _____
(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of the Phase 3 Lands
Composite Exhibit B: *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022

EXHIBIT A - LEGAL DESCRIPTION OF THE PHASE 3 LANDS

EXHIBIT B – ENGINEER’S REPORT

SECTION 2

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE
ASSESSMENT AREA THREE PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA THREE PROJECT (“Assignment”) is made this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

CH DEV HAMMOCK, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, Landowner is the owner and the developer of that certain real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Phase 3 Lands”); and

WHEREAS, the District proposes to issue its \$14,235,000 Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project) (“Assessment Area Three Bonds”), to finance certain improvements which will benefit all of the Phase 3 Lands (the “Assessment Area Three Project”); and

WHEREAS, among the security for the repayment of the Assessment Area Three Bonds are the debt special assessments levied against the Phase 3 Lands (“Assessment Area Three Special Assessments”); and

WHEREAS, the Parties intend that Phase 3 Lands will be platted and fully developed into a total of 382 single family residential units (the “Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Landowner or its affiliated entities (“Development Completion”), as contemplated by the *Hammock Reserve Community Development District*

Amended and Restated Engineer's Report for Capital Improvements, dated June 17, 2021, and amended and restated on March 22, 2022 (the "Engineer's Report"), and in the *Amended and Restated Master Assessment Methodology* dated July 6, 2021, as supplemented by that *Supplemental Assessment Methodology (Assessment Area Three)*, dated April 5, 2022 (together, the "Assessment Methodology"), all of such Lots and associated improvements being referred to herein as the "Development"; and

WHEREAS, the Development which is being partially financed with the proceeds of the Assessment Area Three Bonds is described as Phase 3 in the Engineer's Report and is referred to as the "Assessment Area Three Project"; and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Assessment Area Three Bonds will not receive the full benefit of their investment in the Assessment Area Three Bonds; and

WHEREAS, during the period in which the Development is being developed and the Assessment Area Three Project has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessment Area Three Special Assessments securing the Assessment Area Three Bonds; and

WHEREAS, in the event of default in the payment of the Assessment Area Three Special Assessments securing the Assessment Area Three Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Hammock Reserve Community Development District and CH Dev Hammock, LLC Regarding True-Up as to Assessment Area Three Special Assessments*, dated April 22, 2022), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of October 1, 2020 (the "Master Indenture"), as supplemented by that *Third Supplemental Trust Indenture* dated as of April 1, 2022 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), pursuant to which the Assessment Area Three Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Assessment Area Three Bonds and the Assessment Area Three Special Assessments (the Indentures and Agreements being referred to collectively as the "Bond Documents", and such remedies being referred to collectively as the "Remedial Rights"), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Assessment Area Three Project.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, 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 Assignment.

2. COLLATERAL ASSIGNMENT.

(a) Subject to the terms and conditions of this Assignment, Landowner hereby collaterally assigns to the District, to the extent assignable, all of Landowner's development rights, permits, entitlements and work product relating to development of Assessment Area Three Project, and the Landowner's rights as declarant of any property owner or homeowner association with respect to Assessment Area Three Project (collectively, the "Development Rights"), as security for Landowner's payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Assessment Area Three Special Assessments as a result of the Assessment Area Three Project that is owned by Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Assessment Area Three Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of Assessment Area Three Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Haines City, Florida (the "City"), Polk County, Florida (the "County"), the District, any utility provider, governmental or quasi-governmental entity, any homeowner's or property owner's association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Assessment Area Three Project or the construction of improvements within the Assessment Area Three Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area Three Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area Three Project or the construction of improvements within the Assessment Area Three Project;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Assessment Area Three Project, including, without limitation, Landowner's contracts with homebuilders, if any, and end users (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the Assessment Area Three Special Assessments levied against the portion of the Phase 3 Lands owned by the Landowner, from time to time, failure of Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Assessment Area Three Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Assessment Area Three Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. WARRANTIES BY LANDOWNER. Landowner represents and warrants to the District that:

(a) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner to execute this Assignment and perform all of Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Phase 3 Lands shall subject any and all affiliates or successors-in-interest of Landowner as to the Assessment Area Three Project or any portion thereof, to this Assignment to the extent of the portion of the Phase 3 Lands so conveyed, except to the extent described in Section 2 above.

4. COVENANTS. Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Landowner's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Assessment Area Three Project, or (ii) limit Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's obligations under the Bond Documents.

(c) Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Assessment Area Three Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Landowner's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to any portion of the Assessment Area Three Project owned by Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner therein as fully as Landowner could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Assessment Area Three Project or any portion thereof from the District or at a District foreclosure sale.

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Landowner from its obligations under this Assignment.

8. ATTORNEYS' FEES AND COSTS. In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Assignment.

11. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD PARTY BENEFICIARIES. The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Landowner's obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. AMENDMENT. This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the Assessment Area Three Bonds then outstanding with respect to material amendments.

14. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include

all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

15. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

16. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

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

[Signature pages follow]

IN WITNESS WHEREOF, Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESS:

CH Dev Hammock, LLC, a Florida limited liability company

[Print Name]

Albert B. Cassidy, its Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Albert B. Cassidy, as Manager of CH Dev Hammock, LLC, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

WITNESSES:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of Hammock Reserve Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of Phase 3 Lands

EXHIBIT A: LEGAL DESCRIPTION OF PHASE 3 LANDS

SECTION 3

**AGREEMENT BY AND BETWEEN THE HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT AND
CH DEV HAMMOCK, LLC, REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS**

(ASSESSMENT AREA THREE BONDS)

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

CH DEV HAMMOCK, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, 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 Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (“Improvements”); and

WHEREAS, Landowner is the owner and developer of certain lands within the District (“Phase 3 Lands”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area Three Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the “Engineer’s Report”) attached to this Agreement as **Exhibit B**,

and the estimated costs of the portion of the Improvements, described as Phase 3 and Phase 4 (the “Assessment Area Three Project”), are identified therein; and

WHEREAS, the District has imposed debt special assessments on the Phase 3 & 4 Lands within the District (the “Assessment Area Three Special Assessments”), to secure financing for a portion of the construction of the Assessment Area Three Project described in **Exhibit B**, and has validated \$31,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area Three Project; and

WHEREAS, the District intends to finance all or a portion of the Assessment Area Three Project through the anticipated issuance of its Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project), in the principal amount of \$14,235,000 (the “Assessment Area Three Bonds”); and

WHEREAS, Landowner has requested that the District limit the amount of debt special assessments imposed upon Phase 3 Lands subject to the Assessment Area Three Special Assessments by allowing the Landowner to directly fund a portion of the Assessment Area Three Project; and

WHEREAS, Landowner has agreed to complete or cause funds to be provided to the District to complete the portion of the Assessment Area Three Project related to the Phase 3 Lands (the “Phase 3 Costs”), as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area Three Bonds; and

WHEREAS, in consideration of the District limiting the amount of Assessment Area Three Special Assessments on Phase 3 Lands, Landowner has requested that the District enter into this Agreement and to provide the terms and conditions under which the Phase 3 Costs of the Assessment Area Three Project shall be completed; and

WHEREAS, in order to ensure that Assessment Area Three Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$14,235,000 in Assessment Area Three Bonds to fund the Assessment Area Three Project and Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of Phase 3 of the Assessment Area Three Project, over and above the amount of the Assessment Area Three Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF 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. COMPLETION OF IMPROVEMENTS. Landowner and the District agree and acknowledge that the District's proposed Assessment Area Three Bonds will provide only a portion of the funds necessary to complete the Assessment Area Three Project. Therefore, Landowner hereby agrees to complete Phase 3 of the Assessment Area Three Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of Phase 3 Costs of the Assessment Area Three Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), whether pursuant to existing contracts, including change orders thereto, or future contracts.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Landowner shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Landowner agree and acknowledge that the exact location, size, configuration, and composition of the Assessment Area Three Project may change from that described in the Engineer's Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area Three Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area Three Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding.

(b) The District and Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Phase 3 Lands benefitted by the Assessment Area Three Project.

(c) (i) The Landowner agrees that all developable lands within Assessment Area Three, including Landowner's property, benefit from the timely design, construction, or acquisition of the Assessment Area Three Project.

(ii) Landowner agrees that the Assessment Area Three Special Assessments which were imposed on the Phase 3 Lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the Phase 3 Lands, which Assessment Area Three Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$14,235,000 par amount of Assessment Area Three Bonds and use of the proceeds thereof to fund a portion of the Assessment Area Three Project, and (b) the scope, configuration, size and/or composition of the Assessment Area Three Project not materially changing without the consent of Landowner. Such consent is not necessary, and Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Assessment Area Three Project is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential, or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Assessment Area Three Bonds then outstanding, with respect to material amendments.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("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 the District: Hammock Reserve
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

(b) If to Landowner: CH Dev Hammock, LLC
346 E Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue.
Winter Haven, FL 33880
Attn: Richard Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of such Party. 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.

9. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed

to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Three Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon execution by all Parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

WITNESS:

CH DEV HAMMOCK, LLC, a Florida limited liability company

[Print Name]

Albert B. Cassidy, its Manager

- Exhibit A:** Legal Description of Phase 3 Lands
- Exhibit B:** *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022

EXHIBIT A - LEGAL DESCRIPTION OF PHASE 3 LANDS

EXHIBIT B – ENGINEER’S REPORT

SECTION 4

**AGREEMENT BY AND BETWEEN THE HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT AND CH DEV HAMMOCK, LLC,
REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS, AND REAL PROPERTY**

(ASSESSMENT AREA THREE BONDS)

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

CH DEV HAMMOCK, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit A**, and the estimated costs of the portion of the “Improvements” described as Phase 3 and Phase 4 (the “Assessment Area Three Project”), are identified therein; and

WHEREAS, the Landowner is the owner and the developer of certain lands located within the boundaries of the District known as Phase 3 in the Engineer’s Report and further described in **Exhibit B** (“Phase 3 Lands”), within which a portion of the District Improvements will be located; and

WHEREAS, the District intends to finance a portion of the Assessment Area Three Project, through the anticipated issuance of its Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project), in the principal amount of \$14,235,000 (the “Assessment Area Three Bonds”); and

WHEREAS, because the Assessment Area Three Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation

of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Landowner’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing the Assessment Area Three Project; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Assessment Area Three Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

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

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the

District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Assessment Area Three Bonds ("Trustee"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development, and management of the Assessment Area Three Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

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

SECTION 3. IMPROVEMENTS. The Landowner has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which have been commenced or completed prior to the issuance of the Assessment Area Three Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty deeds, bills of sale, or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this Section shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product

and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Assessment Area Three Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Landowner, or any other owner of lands within Assessment Area, and acquired by the District in connection with the acquisition or construction of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey or cause to be conveyed to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof.

The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. *Boundary or Other Adjustments.* Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes and Assessments on Property Being Acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

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

B. *Notice.* The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in a

timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

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

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition of Improvements or Work Product by the District may be completed prior to the District obtaining proceeds from the Assessment Area Three Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area Three Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area Three Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Assessment Area Three Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Haines City, Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim,

suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Assessment Area Three Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Assessment Area Three Bonds then outstanding.

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

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 the District: Hammock Reserve
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

B. If to Landowner: CH Dev Hammock, LLC
346 E Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

With a copy to:

Straughn & Turner, P.A.
255 Magnolia Avenue.
Winter Haven, FL 33880
Attn: Richard Straughn

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Assessment Area Three Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Three Bonds, on behalf of the owners of the Assessment Area Three Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Assessment Area Three Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Series 2022 Project then-owned by the

Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Assessment Area Three Bonds within five (5) years from the date of this Agreement.

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

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

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

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

WITNESS:

CH DEV HAMMOCK, LLC, a Florida
limited liability company

[Print Name]

Albert B. Cassidy, its Manager

- Exhibit A:** *Hammock Reserve Community Development District Amended and Restated Engineer's Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022
- Exhibit B:** Legal Description of Phase 3 Lands

EXHIBIT A – ENGINEER’S REPORT

EXHIBIT B: LEGAL DESCRIPTION OF PHASE 3 LANDS

SECTION 5

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

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT TO JURISDICTION OF
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
(ASSESSMENT AREA THREE SPECIAL ASSESSMENTS)**

CH DEV HAMMOCK, LLC, a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property” also known as “Phase 3 Lands”), located within the boundaries of the Hammock Reserve Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after December 5, 2019, a legally created duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City of Haines City, City Commission (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 19-1665, enacted by the City and effective on December 15, 2019, as amended by Ordinance No. 21-1731 on June 3, 2021, was duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (the “Board”) were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from December 15, 2019, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Assessment Area Three Special Assessments”) imposed by, but not limited to, Resolutions 2021-11, 2021-12, 2021-19, and 2022-05 (collectively, the “Assessment Resolutions”) have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Assessment Area Three Special Assessments, and the Assessment Area Three Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all

state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Assessment Area Three Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Assessment Area Three Special Assessments in full at any time or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area Three Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area Three Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project), in the principal amount of \$14,235,000 (the "Assessment Area Three Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area Three Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area Three Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area Three Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until One (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Assessment Area Three Special Assessments collected by mailed notice of the District, such unpaid Assessment Area Three Special Assessments and future Assessment Area Three Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Assessment Area Three Special Assessments or the Assessment Area Three Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Assessment Area Three Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

IN WITNESS WHEREOF, Landowner and the District have caused this Declaration to be executed and delivered on the day and year first written above.

WITNESS:

CH DEV HAMMOCK, LLC, a Florida limited liability company

[Print Name]

Albert B. Cassidy, its Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Albert B. Cassidy, as Manager of CH Dev Hammock, LLC, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A – LEGAL DESCRIPTION OF PHASE THREE LANDS

SECTION B

SECTION 1

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

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

AGREEMENT BY AND BETWEEN THE HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT AND HAMMOCK RESERVE PARTNERS LLC, REGARDING TRUE-UP AS TO ASSESSMENT AREA THREE SPECIAL ASSESSMENTS

THIS TRUE-UP AGREEMENT (“Agreement”) is made and entered into this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

HAMMOCK RESERVE PARTNERS, LLC., a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, 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 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, Landowner is the owner of a portion of the lands within the District and a developer of the same, which lands are described in **Exhibit A** (“Phase 4 Lands”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit B**,

and the estimated costs of the portion of the Improvements, described as Phase 3 and Phase 4 (the “Assessment Area Three Project”), are identified therein; and

WHEREAS, the District intends to finance a portion of the Assessment Area Three Project, through the anticipated issuance of its Hammock Reserve Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$14,235,000 (the “Assessment Area Three Bonds”); and

WHEREAS, pursuant to Resolutions 2021-11, 2021-12, 2021-19, and 2022-05 the “Assessment Resolutions”), the District imposed special assessments on the Phase 4 Lands (the “Assessment Area Three Special Assessments”) within the District to secure the repayment of the Assessment Area Three Bonds, including interest thereon; and

WHEREAS, Landowner agrees that all developable Phase 4 Lands subject to the Assessment Area Three Special Assessments benefit from the timely design, construction, or acquisition of the Assessment Area Three Project; and

WHEREAS, Landowner agrees that the Assessment Area Three Special Assessments which were imposed on the Phase 4 Lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the Phase 4 Lands, which Assessment Area Three Special Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessment Area Three Special Assessments on the Phase 4 Lands within the District; and

WHEREAS, the *Amended and Restated Master Assessment Methodology* dated July 6, 2021, as supplemented by that *Supplemental Assessment Methodology – (Assessment Area Three)*, dated April 5, 2022 (together, the “Assessment Report”), provides that as the Phase 4 Lands are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Phase 4 Lands within the District would be allocated and calculated based upon certain density assumptions relating to the number of each lot type to be constructed on the Phase 4 Lands within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Phase 4 Lands within the District will be platted, planned, and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Assessment Area Three Special Assessments on the Phase 4 Lands, subject to the terms and conditions contained herein.

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

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

SECTION 2. COVENANTS.

A. The provisions of this Agreement shall constitute a covenant running with Phase 4 Lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

B. Landowner agrees that to the extent Landowner fails to timely pay all Assessment Area Three Special Assessments on the Phase 4 Lands collected by mailed notice of the District, said unpaid Assessment Area Three Special Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Assessment Area Three Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat Phase 4 Lands subject to the Assessment Area Three Special Assessments into a total of 209 single family homes or 209 Equivalent Residential Units ("ERUs").

B. *Process for Reallocation of Assessments.* The Assessment Area Three Special Assessments on the Phase 4 Lands will be reallocated among the Phase 4 Lands as such lands are platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of the Phase 4 Lands of the District, the Assessment Area Three Special Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that the Assessment Area Three Special Assessments imposed upon the Phase 4 Lands will be assigned to the number and type of platted lots platted. In furtherance thereof, at such time as any portion of the Phase 4 Lands is to be platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area Three Special Assessments to the number and type of lots being platted and the remaining Phase 4 lands in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of Phase 4 Lands

within the District owned by Landowner shall be presented to the District for review and allocation of the Assessment Area Three Special Assessments to the lots being platted and the remaining property within the Phase 4 Lands in accordance with the Assessment Report (“Reallocation”). Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of the Assessment Area Three Special Assessments and enforcement of the District’s assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least the number and type of platted lots within Phase 4 Lands of Assessment Area Three Special Assessments of the District. Thus, at the time of platting of any portion of the Phase 4 Lands, or any re-platting thereof, there must be at least the number of ERUs platted lots in Phase 4 Lands to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Phase 4 Lands in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of Phase Lands subject to the Assessment Area Three Special Assessments is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than the number and type of lots are to be platted within the Phase 4 Lands, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due by shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Assessment Area Three Special Assessment installment payable for the Phase 4 Lands. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Assessment Area Three Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Assessment Area Three Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that at least 209 ERUs will be assigned to the Phase 4 Lands, as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Phase 4 Lands. In the event Landowner plats less than 209 ERUs within the Phase 4 Lands, the Landowner may either make a True-Up Payment or leave unassigned Assessment Area Three Special Assessments on the Phase 4 Lands on the un-platted lands within the Phase 4 Lands,

provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect the Assessment Area Three Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area Three Project, including all costs of financing and interest. The District, however, may collect the Assessment Area Three Special Assessments in excess of the annual debt service related to the Assessment Area Three Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area Three Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessment Area Three Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area Three Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Assessment Area Three Special Assessments on the Phase 4 Lands and to abide by the requirements of the Reallocation of Assessment Area Three Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential, or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

- A. If to the District:
- Hammock Reserve
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

B. If to Landowner: Hammock Reserve Partners, LLC
346 E Central Avenue
Winter Haven, Florida 33880
Attn: Albert S. Cassidy

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue.
Winter Haven, FL 33880
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 Parties. 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Phase 4 Lands by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

A. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Phase 4 Lands, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to the Phase 4 Lands or portions thereof, and any transferee of any portion of the Phase 4 Lands, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. No portion of the Phase 4 Lands may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

(i) Platted and fully developed lots to homebuilders restricted from re-platting.

(ii) Platted and fully developed lots to end users.

(iii) Portions of the Phase 4 Lands exempt from debt special assessments or to be dedicated to the City, the County, the District, or other governmental agencies.

Any transfer of any portion of the Phase 4 Lands pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Phase 4 Lands from the scope and effect of this Agreement.

C. Landowner shall not transfer any portion of the Phase 4 Lands to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

(i) delivering a recorded copy of this Agreement to such third party; and

(ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Phase 4 Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Phase 4 Lands so transferred.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable the Assessment Area Three Bonds then outstanding with regard to material amendments.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all the Phase 4 Lands without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the

applicable Assessment Area Three Bonds then outstanding with regard to amendments having a material effect on the District's ability to pay debt service on the Assessment Area Three Bonds.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Landowner any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Three Bonds, on behalf of the owners of the Assessment Area Three Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

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

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[Signature pages follow]

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

WITNESS:

**HAMMOCK RESERVE PARTNERS,
LLC**, a Florida limited liability company

Albert S. Cassidy, its Manager

[Print Name]

[Print Name]

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Albert S. Cassidy, as Manager Hammock Reserve Partners, LLC, on behalf of the company

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

WITNESSES:

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of Hammock Reserve Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of the Phase 4 Lands
Composite Exhibit B: *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements, dated June 17, 2021, and amended and restated on March 22, 2022*

EXHIBIT A - LEGAL DESCRIPTION OF THE PHASE 4 LANDS

EXHIBIT B – ENGINEER’S REPORT

SECTION 2

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE
ASSESSMENT AREA THREE PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA THREE PROJECT (“Assignment”) is made this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

HAMMOCK RESERVE PARTNERS, LLC., a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, Landowner is the owner and the developer of that certain real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Phase 4 Lands”); and

WHEREAS, the District proposes to issue its \$14,235,000 Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project) (“Assessment Area Three Bonds”), to finance certain improvements which will benefit all of the Phase 4 Lands (the “Assessment Area Three Project”); and

WHEREAS, among the security for the repayment of the Assessment Area Three Bonds are the debt special assessments levied against the Phase 4 Lands (“Assessment Area Three Special Assessments”); and

WHEREAS, the Parties intend that Phase 4 Lands will be platted and fully developed into a total of 209 single family residential units (the “Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Landowner or its affiliated entities (“Development Completion”), as contemplated by the *Hammock Reserve Community Development District*

Amended and Restated Engineer's Report for Capital Improvements, dated June 17, 2021, and amended and restated on March 22, 2022 (the "Engineer's Report"), and in the *Amended and Restated Master Assessment Methodology*, dated July 6, 2021 (the "Master Methodology"), as supplemented by that *Supplemental Assessment Methodology (Assessment Area Three)*, dated April 6, 2022 (together, the "Assessment Methodology"), all of such Lots and associated improvements being referred to herein as the "Development"; and

WHEREAS, the Development which is being partially financed with the proceeds of the Assessment Area Three Bonds is described as Phase 3 and 4 in the Engineer's Report and is referred to as the "Assessment Area Three Project"; and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Assessment Area Three Bonds will not receive the full benefit of their investment in the Assessment Area Three Bonds; and

WHEREAS, during the period in which the Development is being developed and the Assessment Area Three Project has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessment Area Three Special Assessments securing the Assessment Area Three Bonds; and

WHEREAS, in the event of default in the payment of the Assessment Area Three Special Assessments securing the Assessment Area Three Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Hammock Reserve Community Development District and Hammock Reserve Partners, LLC Regarding True-Up as to Assessment Area Three Special Assessments*, dated April 22, 2022), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of October 1, 2020 (the "Master Indenture"), as supplemented by that *Third Supplemental Trust Indenture* dated as of April 1, 2022 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indenture") pursuant to which the Assessment Area Three Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Assessment Area Three Bonds and the Assessment Area Three Special Assessments (the Indentures and Agreements being referred to collectively as the "Bond Documents", and such remedies being referred to collectively as the "Remedial Rights"), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Assessment Area Three Project.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, 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 Assignment.

2. COLLATERAL ASSIGNMENT.

(a) Subject to the terms and conditions of this Assignment, Landowner hereby collaterally assigns to the District, to the extent assignable, all of Landowner's development rights, permits, entitlements and work product relating to development of Assessment Area Three Project, and the Landowner's rights as declarant of any property owner or homeowner association with respect to Assessment Area Three Project (collectively, the "Development Rights"), as security for Landowner's payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Assessment Area Three Special Assessments as a result of the Assessment Area Three Project that is owned by Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Assessment Area Three Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of Assessment Area Three Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Haines City, Florida (the "City"), Polk County, Florida (the "County"), the District, any utility provider, governmental or quasi-governmental entity, any homeowner's or property owner's association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Assessment Area Three Project or the construction of improvements within the Assessment Area Three Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area Three Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area Three Project or the construction of improvements within the Assessment Area Three Project;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Assessment Area Three Project, including, without limitation, Landowner's contracts with homebuilders, if any, and end users (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the Assessment Area Three Special Assessments levied against the portion of the Phase 4 Lands owned by the Landowner, from time to time, failure of Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Assessment Area Three Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Assessment Area Three Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. WARRANTIES BY LANDOWNER. Landowner represents and warrants to the District that:

(a) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner to execute this Assignment and perform all of Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Phase 4 Lands shall subject any and all affiliates or successors-in-interest of Landowner as to the Assessment Area Three Project or any portion thereof, to this Assignment to the extent of the portion of the Phase 4 Lands so conveyed, except to the extent described in Section 2 above.

4. COVENANTS. Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Landowner's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Assessment Area Three Project, or (ii) limit Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's obligations under the Bond Documents.

(c) Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Assessment Area Three Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Landowner's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to any portion of the Assessment Area Three Project owned by Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner therein as fully as Landowner could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Assessment Area Three Project or any portion thereof from the District or at a District foreclosure sale.

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Landowner from its obligations under this Assignment.

8. ATTORNEYS' FEES AND COSTS. In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Assignment.

11. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD PARTY BENEFICIARIES. The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Landowner's obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. AMENDMENT. This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the Assessment Area Three Bonds then outstanding with respect to material amendments.

14. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include

all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

15. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

16. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

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

[Signature pages follow]

IN WITNESS WHEREOF, Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESS:

**HAMMOCK RESERVE PARTNERS,
LLC**, a Florida limited liability company

[Print Name]

Albert S. Cassidy, its Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Albert S. Cassidy, as Manager of Hammock Reserve Partners, LLC, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

WITNESSES:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of Hammock Reserve Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of Phase 4 Lands

EXHIBIT A: LEGAL DESCRIPTION OF PHASE 4 LANDS

SECTION 3

**AGREEMENT BY AND BETWEEN THE HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT AND
HAMMOCK RESERVE PARTNERS, LLC, REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS**

(ASSESSMENT AREA THREE BONDS)

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

HAMMOCK RESERVE PARTNERS, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, 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 Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (“Improvements”); and

WHEREAS, Landowner is the owner and developer of certain lands within the District (“Phase 4 Lands”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area Three Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit B**,

and the estimated costs of the portion of the Improvements, described as Phase 3 and Phase 4 (the “Assessment Area Three Project”), are identified therein; and

WHEREAS, the District has imposed debt special assessments on the Phase 3 & 4 Lands within the District (the “Assessment Area Three Special Assessments”), to secure financing for a portion of the construction of the Assessment Area Three Project described in **Exhibit B**, and has validated \$31,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area Three Project; and

WHEREAS, the District intends to finance all or a portion of the Assessment Area Three Project through the anticipated issuance of its Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project), in the principal amount of \$14,235,000 (the “Assessment Area Three Bonds”); and

WHEREAS, Landowner has requested that the District limit the amount of debt special assessments imposed upon Phase 4 Lands subject to the Assessment Area Three Special Assessments by allowing the Landowner to directly fund a portion of the Assessment Area Three Project; and

WHEREAS, Landowner has agreed to complete or cause funds to be provided to the District to complete the portion of the Assessment Area Three Project related to the Phase 4 Lands, (the “Phase 4 Costs”) as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area Three Bonds; and

WHEREAS, in consideration of the District limiting the amount of Assessment Area Three Special Assessments on Phase 4 Lands, Landowner has requested that the District enter into this Agreement and to provide the terms and conditions under which the Phase 4 Costs of the Assessment Area Three Project shall be completed; and

WHEREAS, in order to ensure that Assessment Area Three Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$14,235,000 in Assessment Area Three Bonds to fund the Assessment Area Three Project and Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of Phase 4 of the Assessment Area Three Project, over and above the amount of the Assessment Area Three Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF 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. COMPLETION OF IMPROVEMENTS. Landowner and the District agree and acknowledge that the District's proposed Assessment Area Three Bonds will provide only a portion of the funds necessary to complete the Assessment Area Three Project. Therefore, Landowner hereby agrees to complete Phase 4 of the Assessment Area Three Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of Phase 4 Costs of the Assessment Area Three Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), whether pursuant to existing contracts, including change orders thereto, or future contracts.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Landowner shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Landowner agree and acknowledge that the exact location, size, configuration, and composition of the Assessment Area Three Project may change from that described in the Engineer's Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area Three Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area Three Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding.

(b) The District and Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Phase 4 Lands benefitted by the Assessment Area Three Project.

(c) (i) The Landowner agrees that all developable lands within Assessment Area Three, including Landowner's property, benefit from the timely design, construction, or acquisition of the Assessment Area Three Project.

(ii) Landowner agrees that the Assessment Area Three Special Assessments which were imposed on the Phase 4 Lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the Phase 4 Lands, which Assessment Area Three Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$14,235,000 par amount of Assessment Area Three Bonds and use of the proceeds thereof to fund a portion of the Assessment Area Three Project, and (b) the scope, configuration, size and/or composition of the Assessment Area Three Project not materially changing without the consent of Landowner. Such consent is not necessary, and Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Assessment Area Three Project is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential, or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Assessment Area Three Bonds then outstanding, with respect to material amendments.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("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 the District: Hammock Reserve
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

(b) If to Landowner: Hammock Reserve Partners, LLC
346 E Central Avenue
Winter Haven, Florida 33880
Attn: Albert S. Cassidy

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue.
Winter Haven, FL 33880
Attn: Richard Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of such Party. 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.

9. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed

to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Three Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon execution by all Parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

WITNESS:

**HAMMOCK RESERVE PARTNERS,
LLC**, a Florida limited liability company

[Print Name]

Albert S. Cassidy, its Manager

Exhibit A: Legal Description of Phase 4 Lands
Exhibit B: *Hammock Reserve Community Development District Amended and Restated Engineer's Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022

EXHIBIT A - LEGAL DESCRIPTION OF PHASE 4 LANDS

EXHIBIT B – ENGINEER’S REPORT

SECTION 4

**AGREEMENT BY AND BETWEEN THE HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT AND HAMMOCK RESERVE PARTNERS, LLC,
REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS, AND REAL PROPERTY**

(ASSESSMENT AREA THREE BONDS)

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of April 2022, by and between:

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Polk County and the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

HAMMOCK RESERVE PARTNERS, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 E Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit A**, and the estimated costs of the portion of the “Improvements” described as Phase 3 and Phase 4 (the “Assessment Area Three Project”), are identified therein; and

WHEREAS, the Landowner is the owner and the developer of certain lands located within the boundaries of the District known as Phase 4 in the Engineer’s Report and further described in **Exhibit B** (“Phase 4 Lands”), within which a portion of the District Improvements will be located; and

WHEREAS, the District intends to finance a portion of the Assessment Area Three Project, through the anticipated issuance of its Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (“Assessment Area Three Project”), in the principal amount of \$14,235,000 (the “Assessment Area Three Bonds”); and

WHEREAS, because the Assessment Area Three Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation

of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Landowner’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing the Assessment Area Three Project; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Assessment Area Three Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

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

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the

District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Assessment Area Three Bonds ("Trustee"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development, and management of the Assessment Area Three Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

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

SECTION 3. IMPROVEMENTS. The Landowner has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which have been commenced or completed prior to the issuance of the Assessment Area Three Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty deeds, bills of sale, or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this Section shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product

and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Assessment Area Three Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Landowner, or any other owner of lands within Assessment Area, and acquired by the District in connection with the acquisition or construction of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey or cause to be conveyed to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof.

The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. *Boundary or Other Adjustments.* Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes and Assessments on Property Being Acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

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

B. *Notice.* The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in a

timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

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

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition of Improvements or Work Product by the District may be completed prior to the District obtaining proceeds from the Assessment Area Three Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area Three Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area Three Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Assessment Area Three Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Haines City, Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim,

suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Assessment Area Three Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Assessment Area Three Bonds then outstanding.

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

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 the District: Hammock Reserve
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

B. If to Landowner: Hammock Reserve Partners, LLC
346 E Central Avenue
Winter Haven, Florida 33880
Attn: Albert S. Cassidy

With a copy to:

Straughn & Turner, P.A.
255 Magnolia Avenue.
Winter Haven, FL 33880
Attn: Richard Straughn

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Assessment Area Three Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Three Bonds, on behalf of the owners of the Assessment Area Three Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Three Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Assessment Area Three Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Assessment Area Three Project then-owned

by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Assessment Area Three Bonds within five (5) years from the date of this Agreement.

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

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

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

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

WITNESS:

**HAMMOCK RESERVE PARTNERS,
LLC, a Florida limited liability company**

[Print Name]

Albert S. Cassidy, its Manager

- Exhibit A:** *Hammock Reserve Community Development District Amended and Restated Engineer's Report for Capital Improvements, dated June 17, 2021, and amended and restated on March 22, 2022*
- Exhibit B:** Legal Description of Phase 4 Lands

EXHIBIT A – ENGINEER’S REPORT

EXHIBIT B: LEGAL DESCRIPTION OF PHASE 4 LANDS

SECTION 5

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

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT TO JURISDICTION OF
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

(ASSESSMENT AREA THREE SPECIAL ASSESSMENTS)

HAMMOCK RESERVE PARTNERS, LLC., a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property” also known as “Phase 4 Lands”), located within the boundaries of the Hammock Reserve Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after December 15, 2019, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City of Haines City, City Commission (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 19-1665, enacted by the City and effective on December 15, 2019, as amended by Ordinance No. 21-1731 on June 3, 2021, were duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (the “Board”) were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from December 15, 2019, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Assessment Area Three Special Assessments”) imposed by, but not limited to, Resolutions 2021-11, 2021-12, 2021-19, and 2022-05 (collectively, the “Assessment Resolutions”) have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Assessment Area Three Special Assessments, and the Assessment Area Three Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Assessment Area Three Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Assessment Area Three Special Assessments in full at any time or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area Three Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area Three Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project), in the principal amount of \$14,235,000 (the "Assessment Area Three Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area Three Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area Three Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area Three Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until One (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Assessment Area Three Special Assessments collected by mailed notice of the District, such unpaid Assessment Area Three Special Assessments and future Assessment Area Three Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Assessment Area Three Special Assessments or the Assessment Area Three Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Assessment Area Three Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

IN WITNESS WHEREOF, Landowner and the District have caused this Declaration to be executed and delivered on the day and year first written above.

WITNESS:

**HAMMOCK RESERVE PARTNERS,
LLC**, a Florida limited liability company

[Print Name]

Albert S. Cassidy, its Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Albert S. Cassidy, as Manager, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A – LEGAL DESCRIPTION OF PHASE 4 LANDS

SECTION V

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2022 (ASSESSMENT AREA THREE PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE ASSESSMENT AREA THREE BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF ASSESSMENT AREA THREE SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Hammock Reserve Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after notices and public hearings, Resolution No. 2021-19, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution No. 2021-19, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on April 6, 2022, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$14,235,000 of its Special Assessment Bonds, Series 2022 (Assessment Area Three Project) (the "**Assessment Area Three Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution No. 2021-19, the District desires to set forth the particular terms of the sale of the Assessment Area Three Bonds and to confirm the liens of the levy of special assessments securing the Assessment Area Three Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2021-19.

SECTION 2. FINDINGS. The Board of Supervisors of the Hammock Reserve Community Development District hereby finds and determines as follows:

(a) On September 7, 2021, the District, after due notice and public hearing, adopted Resolution 2021-19, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Hammock Reserve Community Development District Amended and Restated Engineer's Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022 (the "**Engineer's Report**") attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for Phase 3 and Phase 4 ("**Assessment Area Three Project**"), to be financed all or in part with the Assessment Area Three Bonds (the "**Improvements**"), and indicates the estimated costs of the Assessment Area Three Project as \$16,131,500. The District hereby confirms that the Assessment Area Three Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Assessment Area Three Bonds.

(c) The *Amended and Restated Master Assessment Methodology*, dated July 6, 2021 (the "**Master Methodology**"), as supplemented by that *Supplemental Assessment Methodology (Assessment Area Three)* dated April 6, 2022 ("**Supplemental Methodology**"), and together with the Master Methodology, the "**Assessment Report**", attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Assessment Area Three Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Assessment Area Three Bonds.

(d) The Assessment Area Three Project will specially benefit certain property within the District known as Phase 3 and Phase 4 (together, "**Assessment Area Three**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area Three Project financed with the Assessment Area Three Bonds, the specially benefited properties within the District as set forth in Resolution 2021-19, and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE ASSESSMENT AREA THREE BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR ASSESSMENT AREA THREE BONDS. As provided in Resolution 2021-19, this Resolution

is intended to set forth the terms of the Assessment Area Three Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Assessment Area Three Bonds, in a par amount of \$14,235,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Assessment Area Three Bonds shall be due on November 1, 2052. The estimated sources and uses of funds of the Assessment Area Three Bonds shall be as set forth in **Exhibit E**. The debt service due on the Assessment Area Three Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Assessment Area Three Bonds on Assessment Area Three (the “**Assessment Area Three Special Assessments**”), shall be the principal amount due on the Assessment Area Three Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Assessment Area Three Bonds are secured solely by the Assessment Area Three Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Assessment Area Three.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE ASSESSMENT AREA THREE BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The special assessments for the Assessment Area Three Bonds shall be allocated in accordance with Composite Exhibit B, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Methodology is consistent with the District’s Master Methodology. The Supplemental Methodology, considered herein, reflects the actual terms of the issuance of the District’s Assessment Area Three Bonds. The estimated costs of collection of the special assessments for the Assessment Area Three Bonds are as set forth in the Supplemental Methodology.

(b) The lien of the special assessments securing the Assessment Area Three Bonds includes all property within Assessment Area Three, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2022/2023, begin annual collection of special assessments for the Assessment Area Three Bonds debt service payments due starting November 1, 2022, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on **Exhibit F** for Assessment Area Three. The Assessment Area Three Bonds include an amount for capitalized interest through November 1, 2022.

(d) The Assessment Area Three Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Assessment Area Three Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment

schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Assessment Area Three Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Assessment Area Three Special Assessments may prepay the entire remaining balance of the Assessment Area Three Special Assessments at any time, or a portion of the remaining balance of the Assessment Area Three Special Assessments one time if there is also paid, in addition to the prepaid principal balance of the Assessment Area Three Special Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Assessment Area Three Special Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Assessment Area Three Special Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Assessment Area Three Special Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Assessment Area Three Special Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessment Area Three Special Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to Resolution 2021-19, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Assessment Area Three Bonds shall be allocated as set forth in

Resolution 2021-19, this Resolution and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$14,235,000 in Assessment Area Three Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Assessment Area Three Bonds only to the credit of the Assessment Area Three Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2021-19, both of which remain in full force and effect. This Resolution and Resolution 2021-19 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Assessment Area Three Special Assessments securing the Assessment Area Three Bonds, in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this 20th day of April 2022.

ATTEST:

**HAMMOCK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** *Hammock Reserve Community Development District Amended and Restated Engineer's Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022
- Comp. Exhibit B:** *Amended and Restated Master Assessment Methodology*, dated July 6, 2021; *Supplemental Assessment Methodology (Assessment Area Three)* dated April 6, 2022
- Exhibit C:** Legal Description of Assessment Area Three
- Exhibit D:** Maturities and Coupons of Assessment Area Three Bonds
- Exhibit E:** Sources and Uses of Funds for Assessment Area Three Bonds
- Exhibit F:** Debt Service for Assessment Area Three Bonds

Composite 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**

TABLE OF CONTENTS

I. PURPOSE.....1

II. INTRODUCTION 1-2

III. SCOPE.....2-3

IV. THE DEVELOPMENT3

V. THE CAPITAL IMPROVEMENTS..... 3-4

VI. CAPITAL IMPROVEMENT PLAN COMPONENTS 4-7

 Stormwater Management Facilities 4-5

 Public Roadways..... 5

 Water and Wastewater Facilities 6

 Off-site Improvements 6

 Public Amenities and Parks.....7

 Electric and Lighting.....7

 Entry Features, Landscape, & Irrigation.....7

 Miscellaneous 7

VII. PERMITTING 8-9

VIII. RECOMMENDATION.....10

IX. REPORT MODIFICATION.....10

X. CONCLUSION.....11

LIST OF EXHIBITS

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.

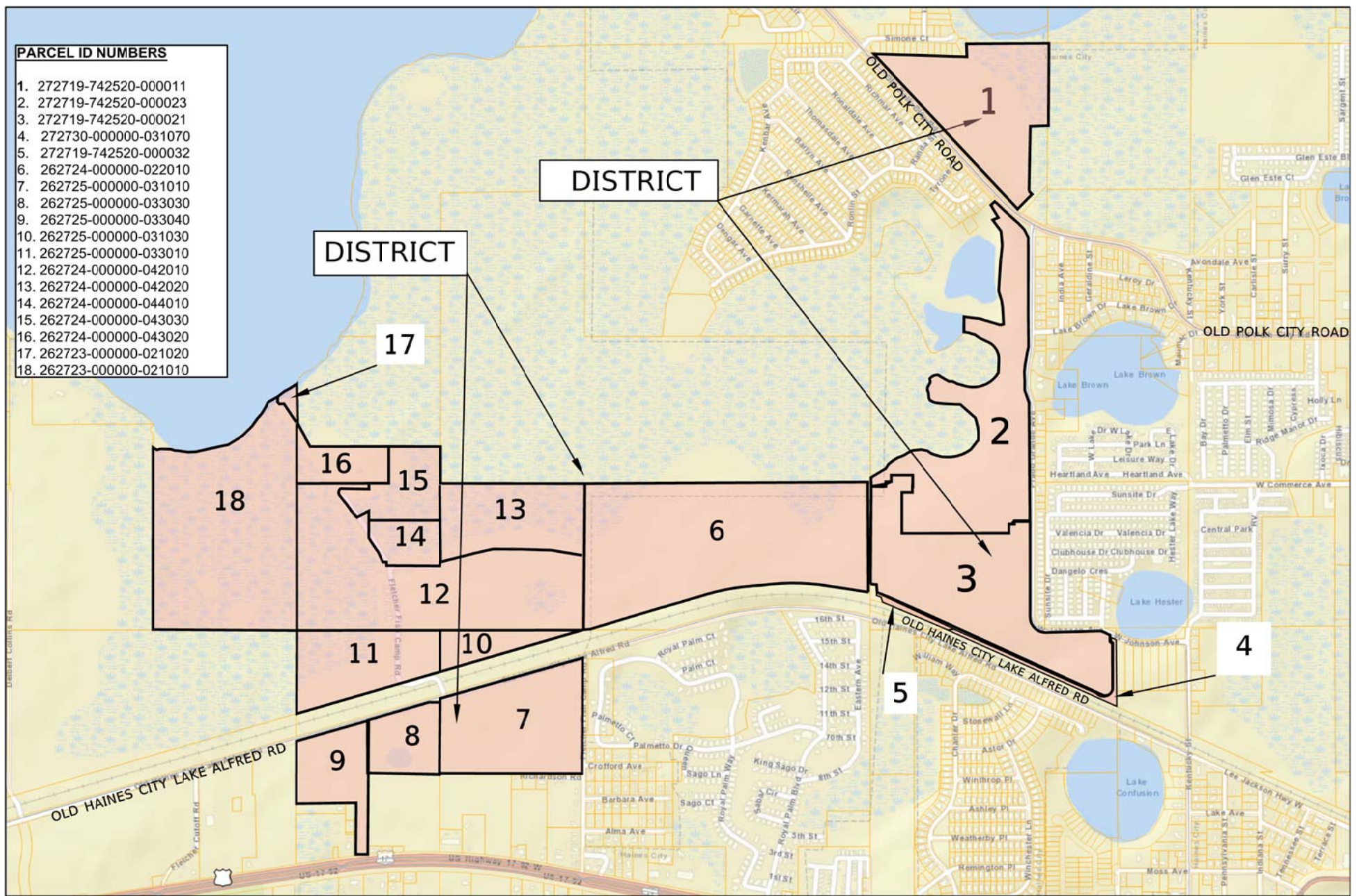
X. CONCLUSION

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**

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**.



1925 BARTOW ROAD • LAKE LAND, 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

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;



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

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.



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**

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.



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

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:

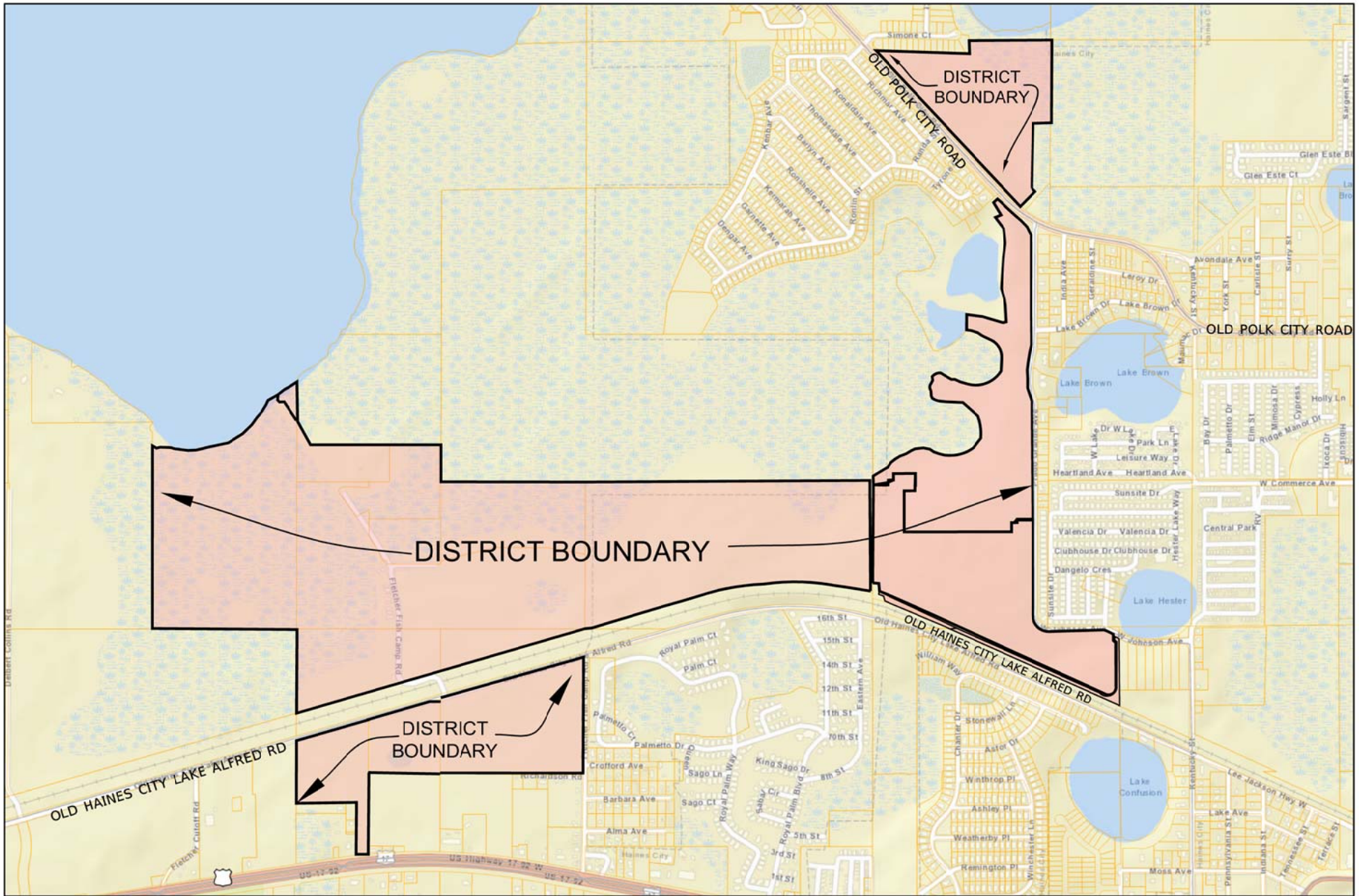
BEGIN AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 26 EAST, THENCE NORTH 00°03'53" WEST 480.53 FEET TO THE EASTERLY WATER'S EDGE OF A CANAL FOR A **POINT OF BEGINNING**, THENCE CONTINUE NORTH 00°03'53" WEST 465.20 FEET TO THE WATER'S EDGE OF LAKE LOWERY, THENCE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



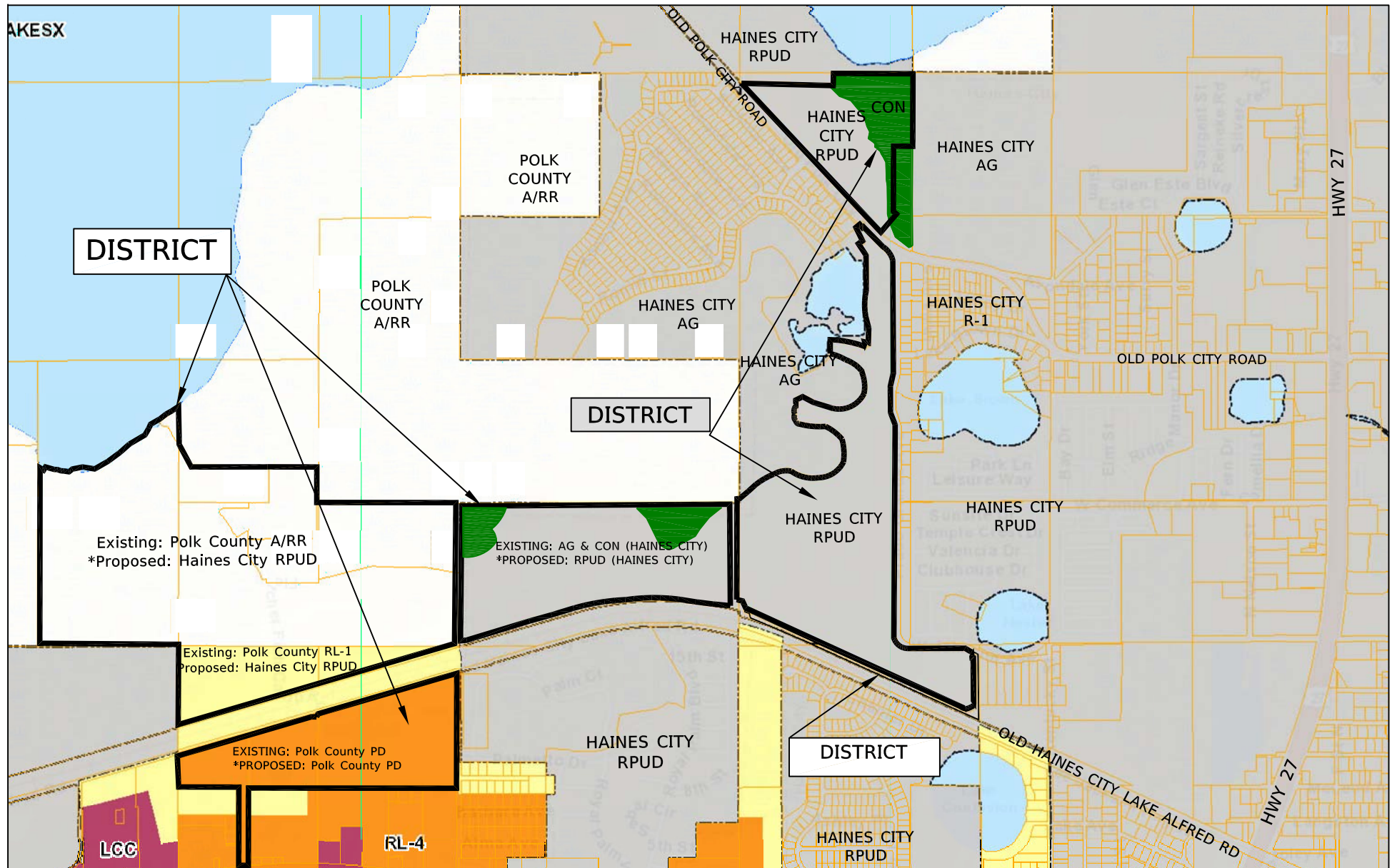
1925 BARTOW ROAD • LAKELAND, FL 33801
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
 EMAIL: INFO@WOODCIVIL.COM

LEGEND

HAMMOCK RESERVE CDD

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





DISTRICT

DISTRICT

DISTRICT

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

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

Existing: Polk County RL-1
Proposed: Haines City RPUD

EXISTING: Polk County PD
*PROPOSED: Polk County PD

LEGEND

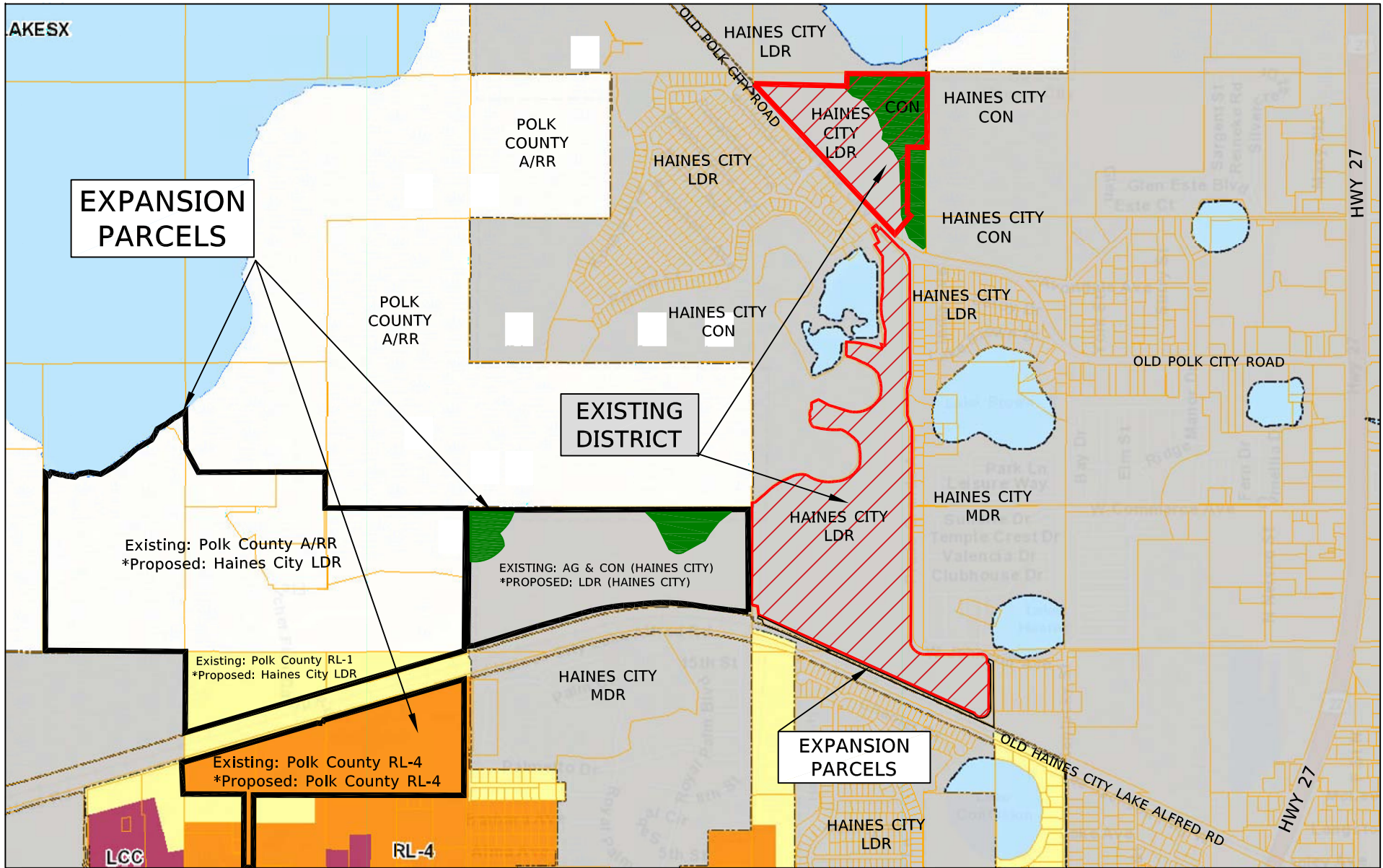
- CITY OF HAINES CITY
- CON - HAINES CITY CONSERVATION
- RL-4 - POLK COUNTY RESIDENTIAL LOW
- AG - AGRICULTURE
- RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT

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



1925 BARTOW ROAD • LAKELAND, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
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

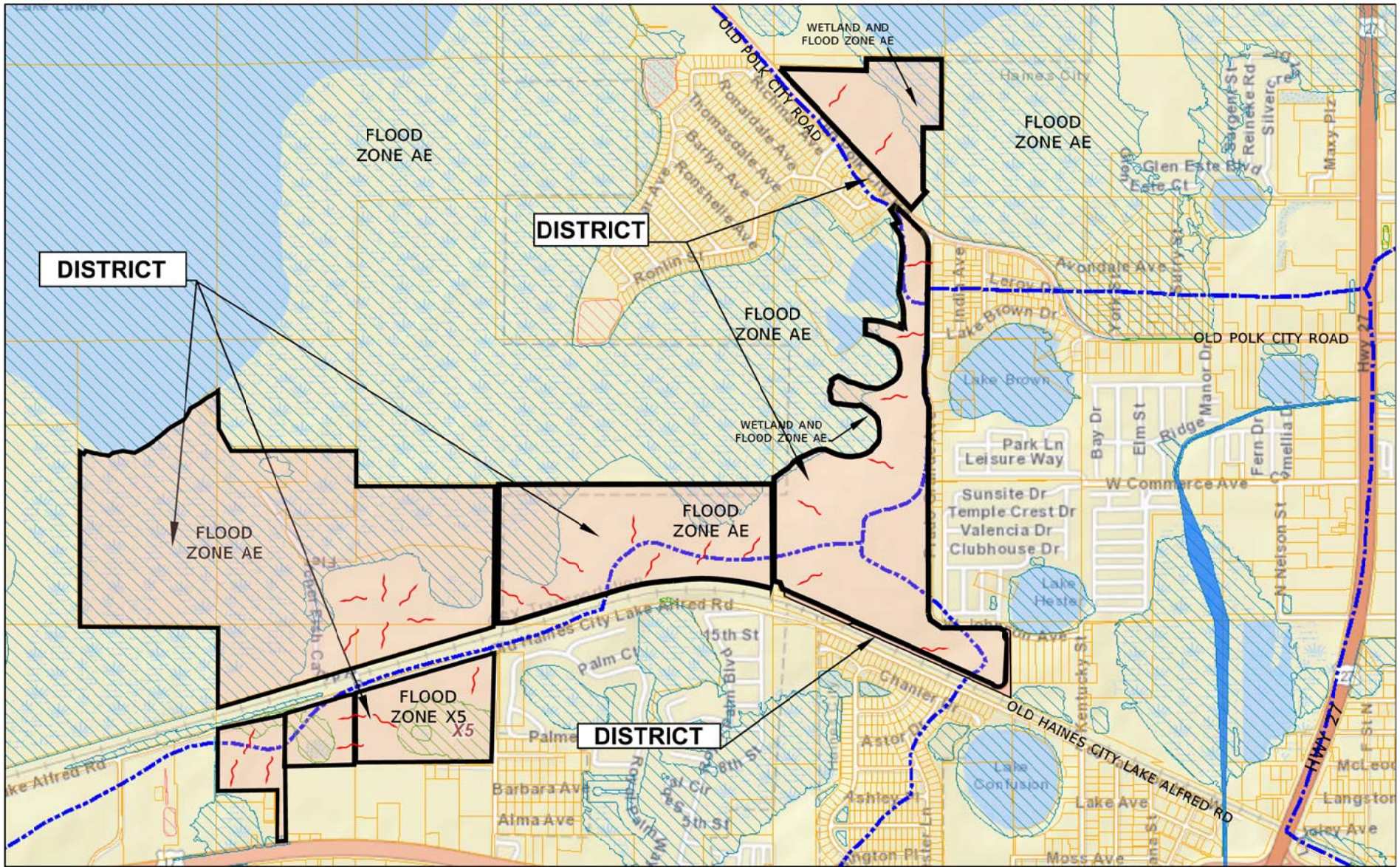
Existing: Polk County RL-4
*Proposed: Polk County RL-4

- 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



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

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

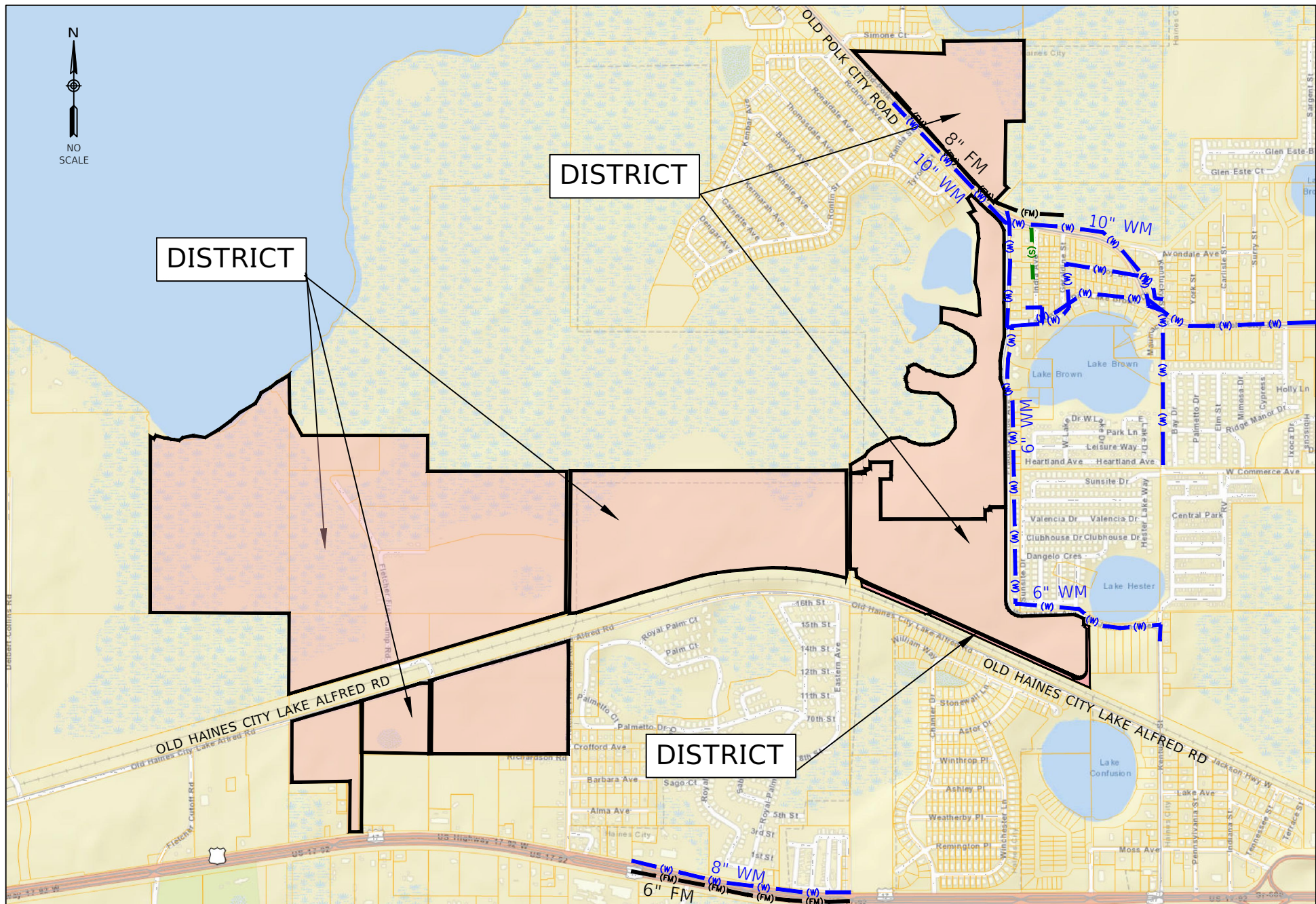





1925 BARTOW ROAD • LAKELAND, FL 33801
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
 EMAIL: INFO@WOODCIVIL.COM

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	\$ 1,350,000.00	\$ 0.00	\$ 1,690,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$2,100,000.00	\$ 510,000.00	\$ 1,990,000.00	\$ 1,400,000.00	\$ 6,000,000.00
Utilities (Water, Sewer, & Street Lighting) ^{(5)(6) (8)}	\$1,120,000.00	\$1,780,000.00	\$ 3,600,000.00	\$ 2,480,000.00	\$ 8,980,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 790,000.00	\$1,380,000.00	\$ 1,550,000.00	\$ 1,000,000.00	\$ 4,720,000.00
Entry Feature and Landscaping ⁽⁶⁾⁽⁷⁾	\$ 568,000.00	\$ 300,000.00	\$ 320,000.00	\$ 300,000.00	\$ 1,488,000.00
Parks and Recreational Facilities ⁽¹⁾⁽⁶⁾	\$ 420,000.00	\$ 240,000.00	\$ 400,000.00	\$ 275,000.00	\$ 1,335,000.00
Contingency (10%)	\$ 470,000.00	\$ 436,000.00	\$ 921,000.00	\$ 545,500.00	\$ 2,372,500.00
TOTAL	\$5,658,000.00	\$4,796,000.00	\$10,131,000.00	\$6,000,500.00	\$26,585,500.00

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. Phase 1 and 2 estimates are based on 2021 cost. Phase 3 and 4 estimates are based on 2022 costs.
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:

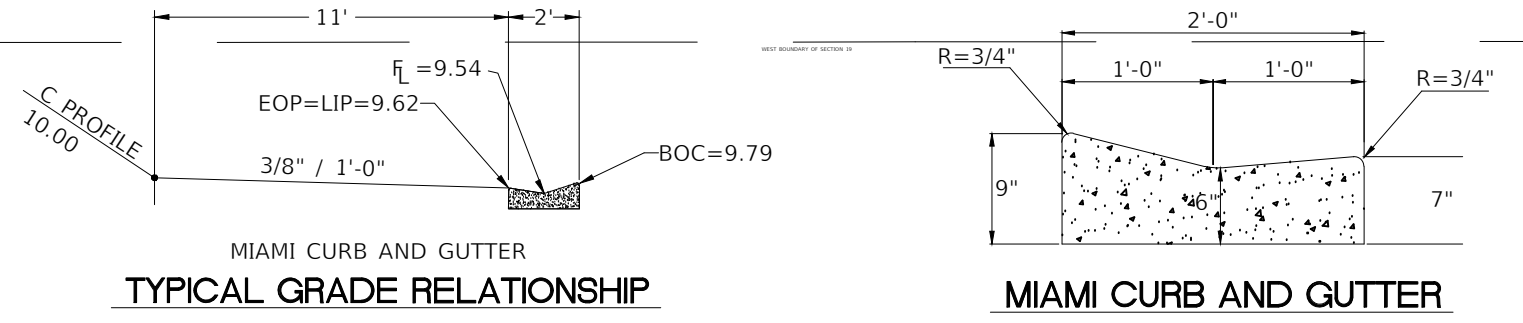
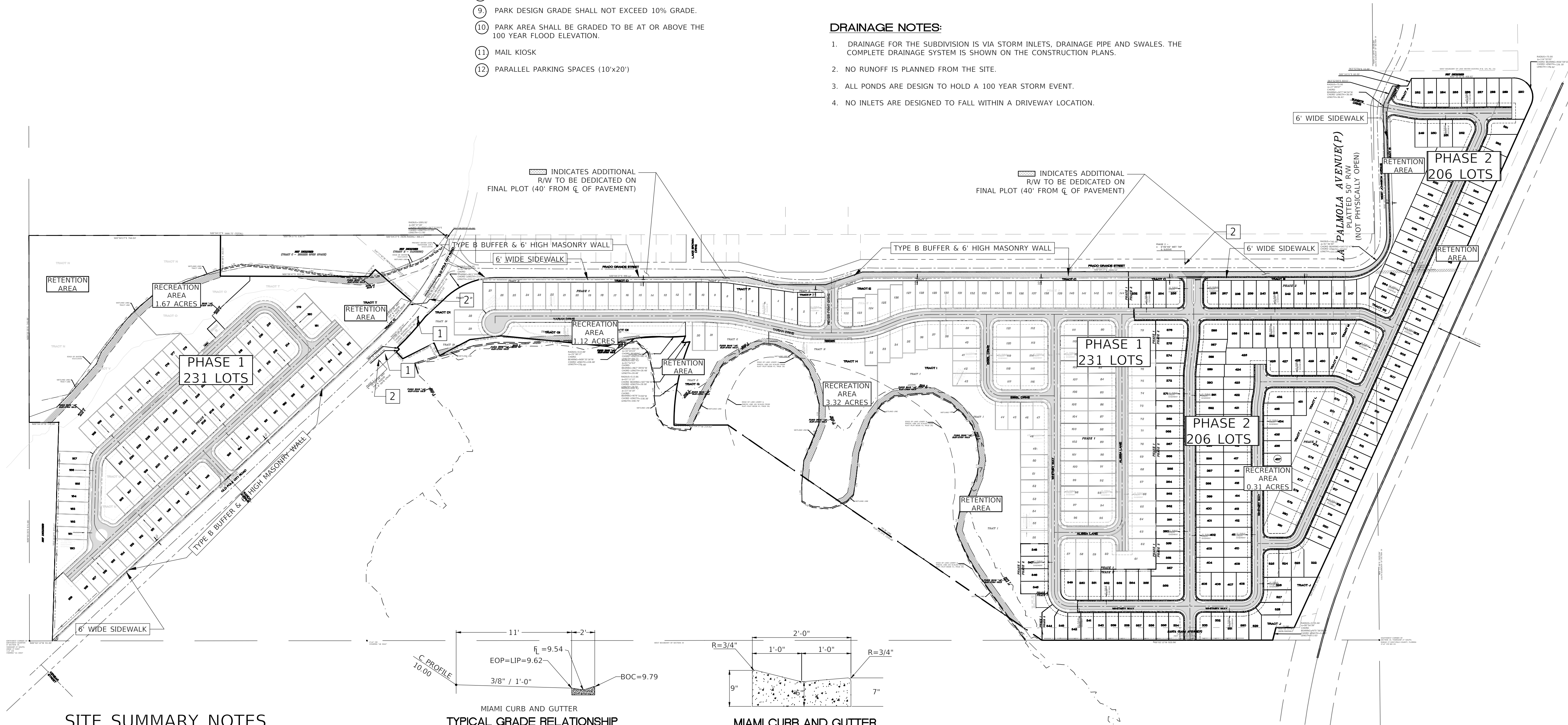
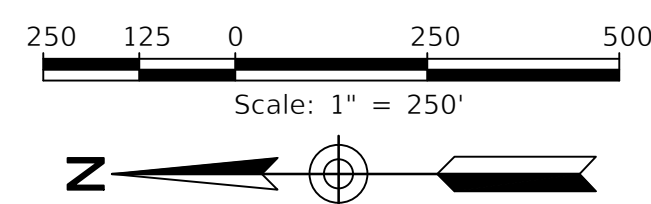
- TOT LOT PLAY STRUCTURE AREA
- SHADE CANOPY STRUCTURE (MIN 12'x12') & PICNIC TABLES
- PROVIDE 2" CALIPER LIVE OAK 8" HIGH AT PLANTING
- ENTIRE AREA TO BE SODDED AND IRRIGATED
- PROVIDE PARK BENCH
- WALKING TRAIL (MULCH OR COMPACTED RAP MATERIAL)
- PROVIDE A HUMAN/PET WATER STATION
- TRASH RECEPTACLE
- 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

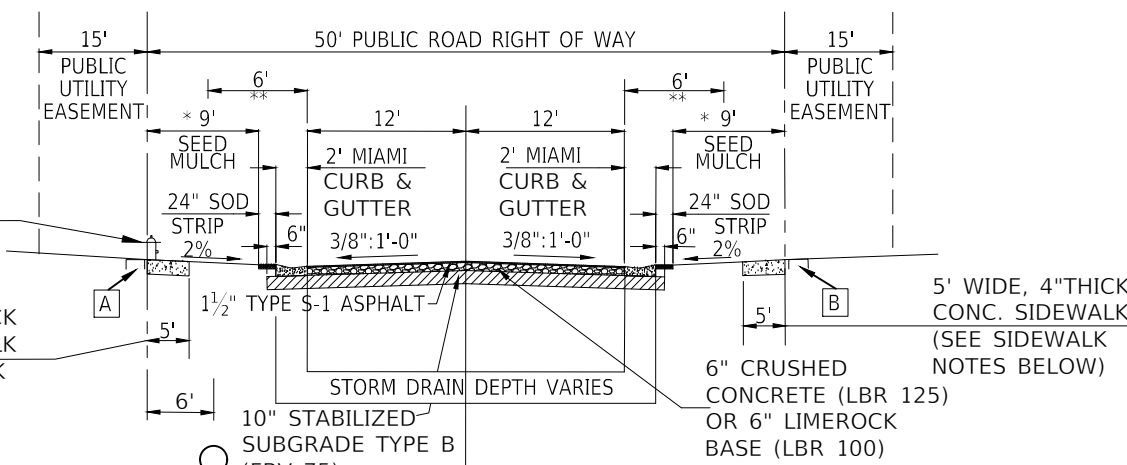
- MINIMUM LIVING AREA OF 1400 SF WITH 400 SF GARAGE ON 90% OF THE DWELLING UNITS.
- MINIMUM LIVING AREA OF 1250 SF WITH 400 SF GARAGE ON 10% OF THE DWELLING UNITS.
- MAXIMUM IMPERVIOUS AREA FOR THE LOTS IS 60%.

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

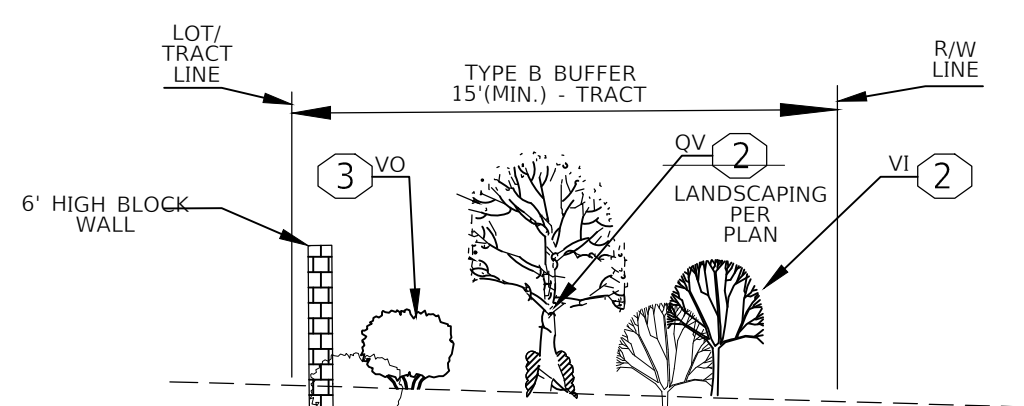
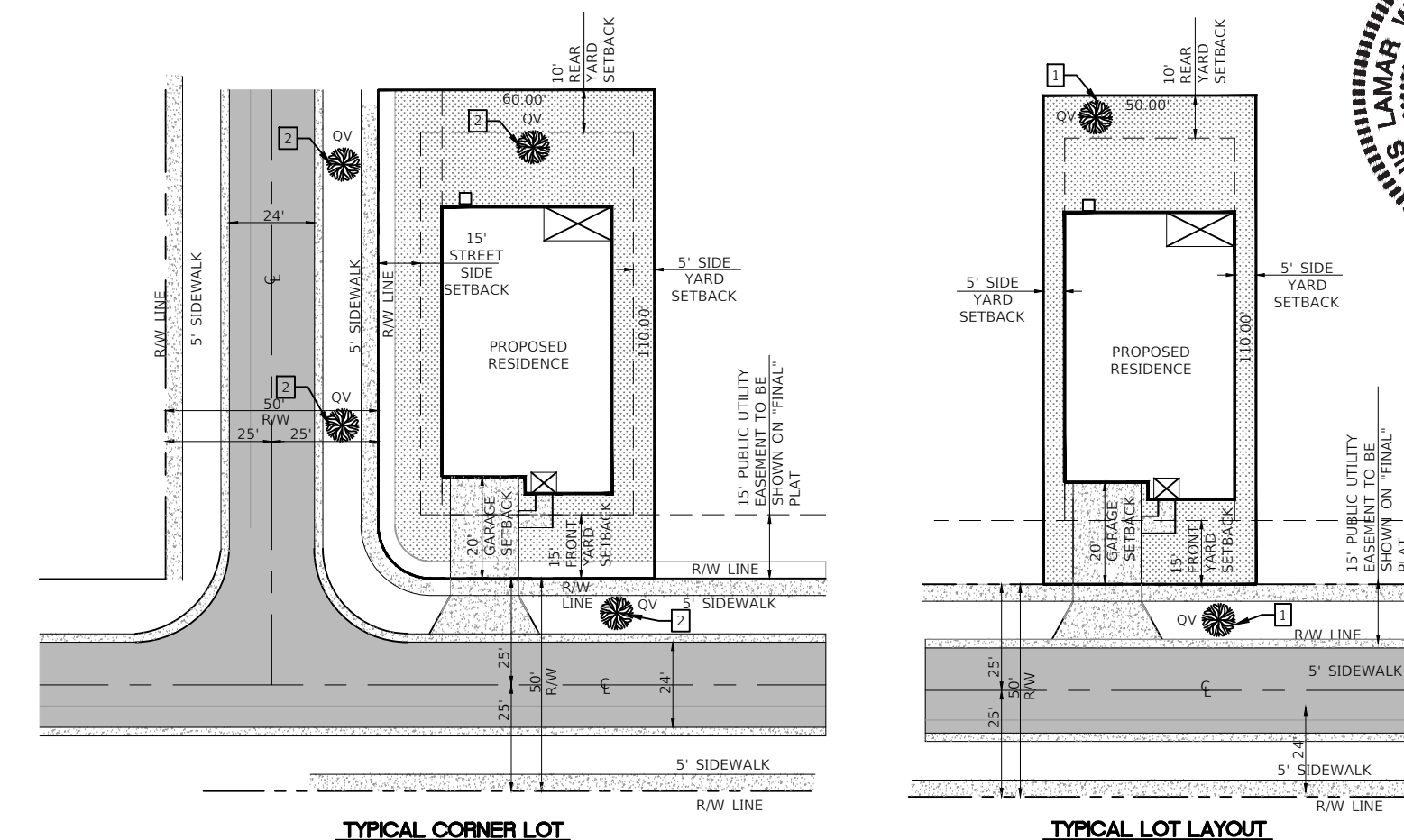
1 1/2" TYPE S-1 ASPHALT	= (1.50 x 0.44) 0.66
6" CRUSHED CONCRETE BASE (LBR 125) OR 6" LIMEROCK BASE (LBR 100)	= (6x0.15) 0.90
10" STABILIZED SUBGRADE TYPE B (FBV 75)	= (10x0.08) 0.80
STRUCTURAL NUMBER	=2.36

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

NOT VALID WITHOUT PROFESSIONAL SEAL

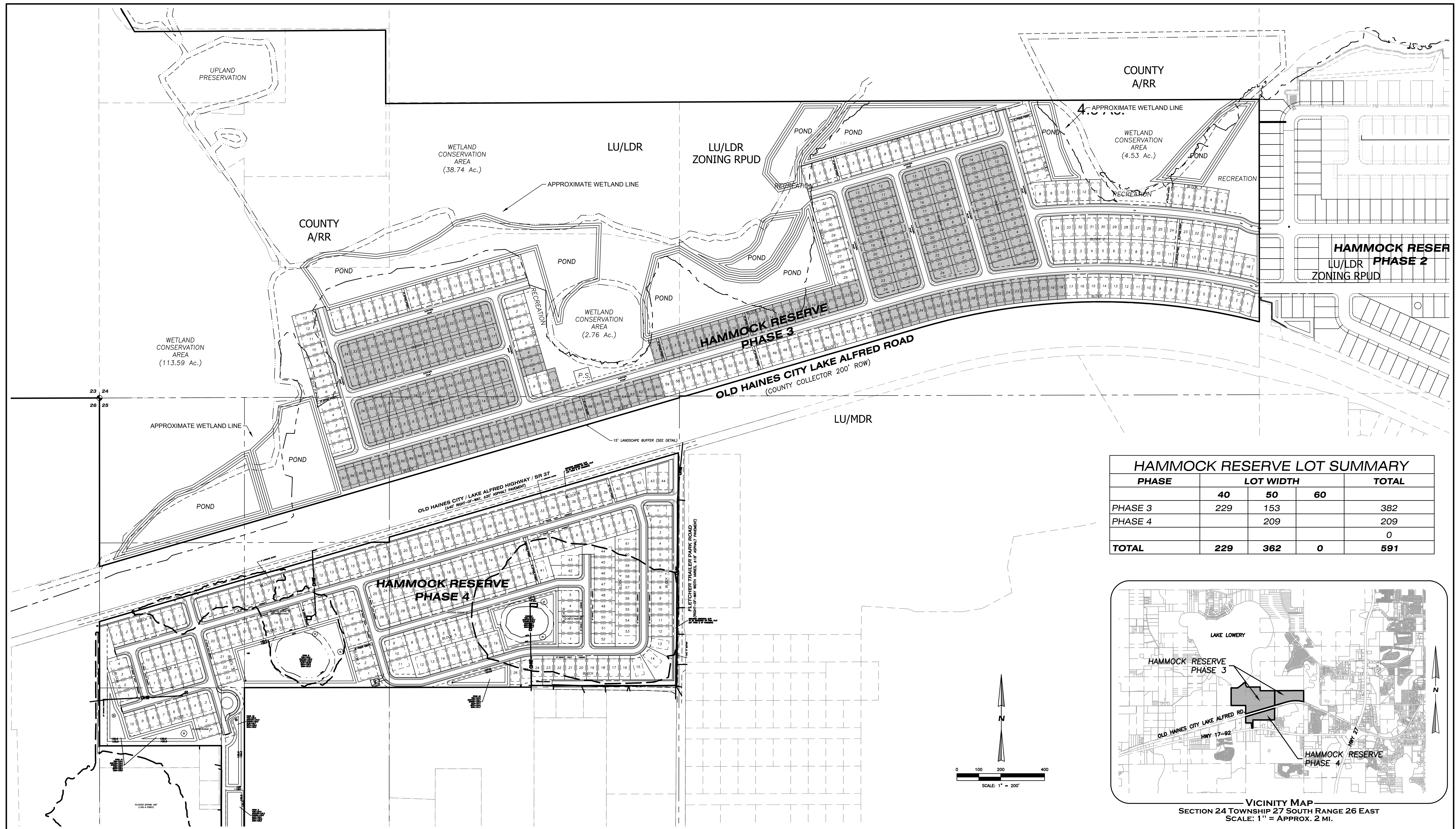
PRELIMINARY PLAT GEN LOT

SHEET: 7.0

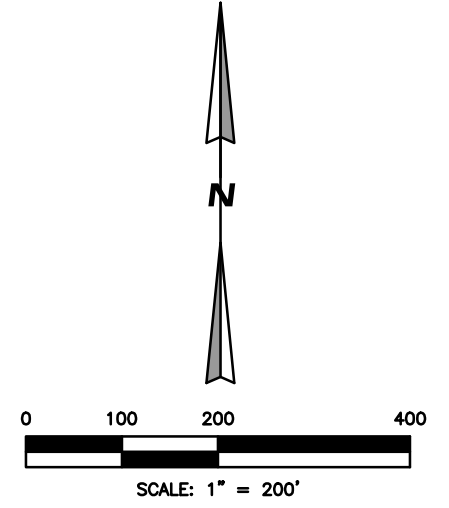
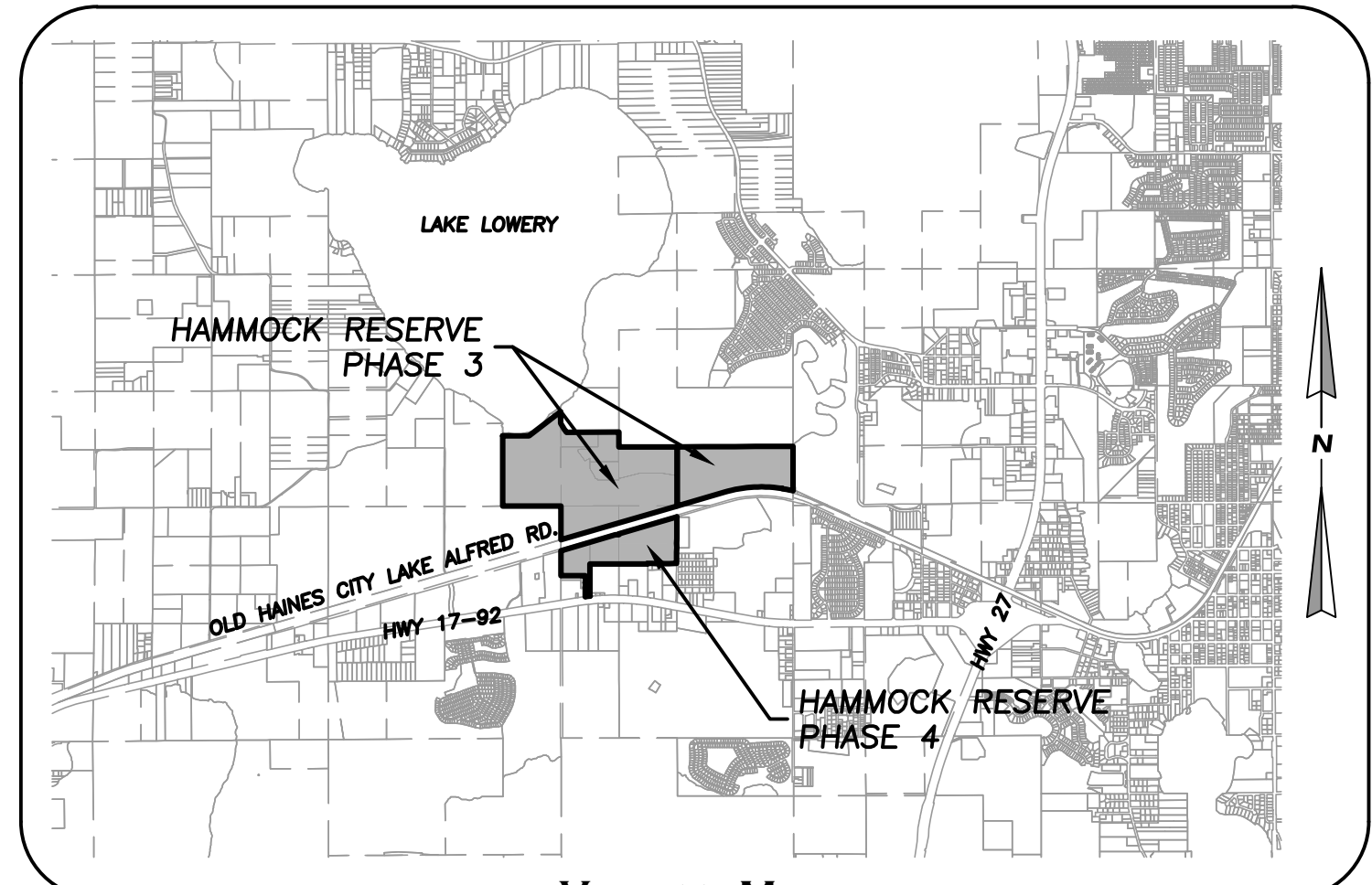
WOOD & ASSOCIATES
Engineering, LLC
1925 BARROW ROAD - LAKELAND, FL 33807
OFFICE: (888) 760-7600 / (888) 662-0918
CELL: (888) 662-0918
EMAIL: INFO@WOODCO.COM
CERTIFICATE OF AUTHORIZATION NO. 3208

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

STATE OF FLORIDA
PROFESSIONAL ENGINEER
DENNIS L. WOOD, P.E. # 17646 (R)
No. 17646



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

P:\A20-0043 Cassidy\Hammock Reserve\Master\DWGs\Preliminary\C-SPPL.dwg (SITE PLAN) MattB May 27, 2021 - 3:46pm

Composite Exhibit B:

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY**

FOR

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Date: July 6, 2021

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background	4
1.3 Special Benefits and General Benefits	5
1.4 Requirements of a Valid Assessment Methodology	5
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	6
2.1 Overview	6
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments	8
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	9
5.0 Appendix	10
Table 1: Development Program	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing.....	12
Table 4: Allocation of Improvement Costs	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments	15
Table 7: Preliminary Assessment Roll	16

GMS-CF, LLC does not represent the Hammock Reserve Community
Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to
provide such services as described in Section 15B of the
Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC
does not provide the Hammock Reserve Community Development District with financial advisory services
or offer investment advice in any form.

1.0 Introduction

The Hammock Reserve Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$31,000,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements ("Capital Improvement Plan") within the District more specifically described in the Amended and Restated Engineer's Report dated June 17, 2021 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan ("Capital Improvements") that benefit property owners within the District.

1.1 Purpose

The Board of Supervisors ("Board") of the District previously approved the Master Assessment Methodology, dated December 17, 2019 (the "Master Report"). The Master Report established an assessment methodology the District followed to allocate debt assessments to properties within the District benefitting from the District's CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District's \$5,380,000 Special Assessment Bonds, Series 2020 ("Series 2020 Bonds"), Supplemental Assessment Methodology (Phase One), report dated September 29, 2020 ("Series 2020 Supplemental Report"). The Series 2020 Bonds remain unchanged by this report. The Series 2020 Supplemental Report applied the methodology to the details of the Series 2020 Bonds to allocate debt assessments ("Series 2020 Assessments") to properties within the District to secure the repayment of the Series 2020 Bonds.

Additionally, The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District's \$4,990,000 Special Assessment Bonds, Series 2021 ("Series 2021 Bonds"), Supplemental Assessment Methodology (Phase Two), report dated April 20, 2021 ("Series 2021 Supplemental Report"). The Series 2021 Bonds remain unchanged by this report. The Series 2021 Supplemental Report applied the methodology to the details of the Series 2021 Bonds to allocate debt assessments ("Series 2021 Assessments") to properties within the District to secure the repayment of the Series 2021 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, such that not all of the assumed planned lots found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development plan revises the unit mix to include additional 591 lots in Phase 3 and Phase 4, as indicated in the Engineers Report.

This Amended and Restates Master Assessment Methodology amends and restates the original approved Master Report (collectively, the “Assessment Report”) provides for an updated assessment methodology that reflects the additional parcels and planned lots.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 393.19 acres within Haines City, Florida and unincorporated Polk County, Florida. The development program for the District currently envisions approximately 1,028 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District’s Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this

amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$23,868,500. The District's Underwriter projects that financing costs required to fund the Capital

Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$31,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$31,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$31,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$23,868,500. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$31,000,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will

be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. For benefit purposes, there are two product types within the planned development. The single-family Phase 3 and 4 50' lot have been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District.

If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Land Use	Total Assessible		ERUs per Unit (1)	Total ERUs
	Units			
Single Family 50' - Phase 1 and 2	437		1.00	437
Single Family 40' - Phase 3 and 4	229		0.80	183
Single Family 50' - Phase 3 and 4	362		1.00	362
Total Units	1,028			982

(1) Benefit is allocated on an ERU basis; based on density of planned development, with 50' Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Phase 1	Phase 2	Phase 3	Phase 4	Cost Estimate
Offsite Improvements	\$ 190,000	\$ 150,000	\$ -	\$ 300,000	\$ 640,000
Stormwater Management	\$ 2,100,000	\$ 510,000	\$ 950,000	\$ 515,000	\$ 4,075,000
Utilities (Water, Sewer, & Street Lighting)	\$ 1,120,000	\$ 1,780,000	\$ 3,600,000	\$ 2,120,000	\$ 8,620,000
Roadway	\$ 790,000	\$ 1,380,000	\$ 2,550,000	\$ 1,420,000	\$ 6,140,000
Entry Feature	\$ 568,000	\$ 300,000	\$ 100,000	\$ 200,000	\$ 1,168,000
Parks and Recreational Facilities	\$ 420,000	\$ 240,000	\$ 200,000	\$ 240,000	\$ 1,100,000
Contingencies	\$ 470,000	\$ 436,000	\$ 740,000	\$ 479,500	\$ 2,125,500
	\$ 5,658,000	\$ 4,796,000	\$ 8,140,000	\$ 5,274,500	\$ 23,868,500

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report dated June 17, 2021

TABLE 3
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 23,868,500
Debt Service Reserve	\$ 2,252,116
Capitalized Interest	\$ 3,720,000
Underwriters Discount	\$ 620,000
Cost of Issuance	\$ 220,000
Contingency	\$ 319,384
Par Amount*	\$ 31,000,000

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

**TABLE 4
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family 50' - Phase 1 and 2	437	1	437	44%	\$ 10,454,000	\$ 23,922
Single Family 40' - Phase 3 and 4	229	0.8	183	19%	\$ 4,507,587	\$ 19,684
Single Family 50' - Phase 3 and 4	362	1	362	37%	\$ 8,906,913	\$ 24,605
Totals	1,028		982	44%	\$ 23,868,500	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 5
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Total Improvements		Debt Per Product		Debt Per Product		Par Debt Per Unit		
		Costs Per Product Type	Type	Type - Prior to Contribution	Contribution	Type - After Contribution	Contribution			
Single Family 50' - Phase 1 and 2	437	\$ 10,454,000	\$	16,472,519	\$	3,294,504	\$	13,178,016	\$	30,156
Single Family 40' - Phase 3 and 4	229	\$ 4,507,587	\$	6,905,642	\$	-	\$	6,905,642	\$	30,156
Single Family 50' - Phase 3 and 4	362	\$ 8,906,913	\$	13,645,428	\$	2,729,086	\$	10,916,342	\$	30,156
Totals	1,028	\$ 23,868,500	\$	37,023,589	\$	6,023,589	\$	31,000,000		

* Unit mix is subject to change based on marketing and other factors

**TABLE 6
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 50' - Phase 1 and 2	437	\$ 16,472,519	\$ 30,156	\$ 957,368	\$ 2,191	\$ 2,356
Single Family 40' - Phase 3 and 4	229	\$ 6,905,642	\$ 30,156	\$ 501,687	\$ 2,191	\$ 2,356
Single Family 50' - Phase 3 and 4	362	\$ 10,916,342	\$ 30,156	\$ 793,060	\$ 2,191	\$ 2,356
Totals	1,028	\$ 31,000,000		\$ 2,252,116		

(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
 HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL
 AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s	Product Type	Unit Count	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272719744118000010	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000020	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000030	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000040	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000050	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000060	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000070	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000080	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000090	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000100	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000110	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000120	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000130	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000140	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000150	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000160	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000170	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000180	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000190	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000200	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000210	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000220	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000230	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000240	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000250	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000260	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000270	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000280	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000290	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000300	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000310	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000320	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000330	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000340	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000350	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118000360	SF	1	\$ 30,156	\$ 2,191	\$ 2,356

Owner	Property ID #'s	Product Type	Unit Count	Total Par Debt		Net Annual Debt Assessment		Gross Annual Debt Assessment	
				Allocated	Allocated	Allocation	Allocation	Allocation (1)	Allocation (1)
JMBI REAL ESTATE LLC	272719744118000780	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000790	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000800	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000810	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000820	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000830	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000840	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000850	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000860	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000870	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000880	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000890	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000900	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000910	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000920	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000930	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000940	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000950	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000960	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000970	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000980	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118000990	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001000	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001010	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001020	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001030	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001040	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001050	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001060	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001070	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001080	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001090	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001100	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001110	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001120	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001130	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001140	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001150	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001160	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001170	SF	1	\$	30,156	\$	2,191	\$	2,356
JMBI REAL ESTATE LLC	272719744118001180	SF	1	\$	30,156	\$	2,191	\$	2,356

Owner	Property ID #'s	Product Type	Unit Count	Total Par Debt Allocated	Net Annual Debt		Gross Annual	
					Assessment Allocation	Debt Assessment Allocation (1)		
JM BI REAL ESTATE LLC	272719744118001190	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001200	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001210	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001220	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001230	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001240	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001250	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001260	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001270	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001280	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001290	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001300	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001310	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001320	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001330	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001340	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001350	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001360	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001370	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001380	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001390	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001400	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001410	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001420	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001430	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001440	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001450	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001460	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001470	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001480	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001490	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001500	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001510	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001520	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001530	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001540	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001550	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001560	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001570	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001580	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		
JM BI REAL ESTATE LLC	272719744118001590	SF	1	\$ 30,156	\$ 2,191	\$ 2,356		

Owner	Property ID #'s	Product Type	Unit Count	Total Par Debt Allocated	Net Annual Debt Assessment		Gross Annual Debt Assessment	
					Assessment Allocation	Allocation (1)	Assessment Allocation	Allocation (1)
JMBI REAL ESTATE LLC	272719744118002010	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002020	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002030	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002040	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002050	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002060	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002070	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002080	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002090	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002100	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002110	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002120	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002130	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002140	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002150	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002160	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002170	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002180	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002190	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002200	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002210	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002220	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002230	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002240	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002250	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002260	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	
JMBI REAL ESTATE LLC	272719744118002270	SF	1	\$ 30,156	\$ 2,191	\$ 2,191	\$ 2,356	

Owner	Property ID #'s	Product Type	Unit Count	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272719744118002280	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118002290	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118002300	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
JMBI REAL ESTATE LLC	272719744118002310	SF	1	\$ 30,156	\$ 2,191	\$ 2,356
				\$ 6,965,953	\$ 506,069	\$ 544,160

Owner	Property ID #'s *	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI Real Estate LC	27-27-19-742520-000011	39.98	\$ 74,501	\$ 2,978,553	\$ 216,389	\$ 232,676
CH Dev LLC	27-27-30-000000-031070	1.61	\$ 74,501	\$ 119,947	\$ 8,714	\$ 9,370
CH Dev LLC	26-27-24-000000-022010	63.93	\$ 74,501	\$ 4,762,854	\$ 346,016	\$ 372,060
Richard Family Holdings LL	26-27-25-000000-031010	26.34	\$ 74,501	\$ 1,962,358	\$ 142,563	\$ 153,294
Richard Family Holdings LL	26-27-25-000000-033030	8.92	\$ 74,501	\$ 664,550	\$ 48,279	\$ 51,913
Richard Family Holdings LL	26-27-25-000000-033040	11.20	\$ 74,501	\$ 834,412	\$ 60,619	\$ 65,182
Prest Darleana D	26-27-25-000000-031030	6.00	\$ 74,501	\$ 447,006	\$ 32,475	\$ 34,919
Prest Darleana D	26-27-25-000000-033010	17.55	\$ 74,501	\$ 1,307,494	\$ 94,988	\$ 102,138
Prest Darleana D	26-27-24-000000-042010	50.29	\$ 74,501	\$ 3,746,659	\$ 272,191	\$ 292,678
Prest Darleana D	26-27-24-000000-042020	19.12	\$ 74,501	\$ 1,424,461	\$ 103,486	\$ 111,275
Prest Darleana D	26-27-24-000000-044010	5.84	\$ 74,501	\$ 435,086	\$ 31,609	\$ 33,988
Prest Darleana D	26-27-24-000000-043030	9.74	\$ 74,501	\$ 725,640	\$ 52,717	\$ 56,685
Prest Darleana D	26-27-24-000000-043020	6.89	\$ 74,501	\$ 513,312	\$ 37,292	\$ 40,098
Prest Darleana D	26-27-23-000000-021020	0.74	\$ 74,501	\$ 55,131	\$ 4,005	\$ 4,307
Prest Darleana D	26-27-23-000000-021010	54.45	\$ 74,501	\$ 4,056,584	\$ 294,706	\$ 316,889
Unplatted Total		322.60		\$ 24,034,047	\$ 1,746,047	\$ 1,877,470
Totals				\$ 31,000,000	\$ 2,252,116	\$ 2,421,630

(1) This amount includes estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,252,116

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

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**.



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

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;



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

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.



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**

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 SOUTHWEST 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 SOUTHWEST ¼ 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 ¼ 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 SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; RUN THENCE SOUTH 89°49'45" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1323.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°00'44" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 721.20 FEET; THENCE NORTH 75°46'14" EAST A DISTANCE OF 506.5 FEET; THENCE SOUTH 89°52'46" EAST A DISTANCE OF 500.6 FEET; THENCE SOUTH 80°13'46" EAST A DISTANCE OF 336.22 FEET TO A POINT LOCATED ON THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 00°05'20" EAST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 658.78 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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.



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

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**

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

FOR

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 6, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits	4
1.4 Requirements of a Valid Assessment Methodology	5
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	5
2.1 Overview	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix	10
Table 1: Development Program	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing.....	12
Table 4: Allocation of Improvement Costs	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments	15
Table 7: Preliminary Assessment Roll	16

GMS-CF, LLC does not represent the Hammock Reserve Community
Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to
provide such services as described in Section 15B of the
Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC
does not provide the Hammock Reserve Community Development District with financial advisory services
or offer investment advice in any form.

1.0 Introduction

The Hammock Reserve Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District has issued \$14,235,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing a portion of certain “Phase 3” and “Phase 4” infrastructure improvements (“Assessment Area Three Project”) within the District more specifically described in the Amended and Restated Master Engineer’s Report dated June 17, 2021, noted as “Phase 3” and “Phase 4” on Exhibit 7 (“Assessment Area Three”) prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (together the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Supplemental Assessment Methodology (the “Supplemental Report”) supplements the Amended and Restated Master Assessment Methodology, dated July 6, 2021, (“Master Report” and, together with the Supplemental Report, the “Assessment Report”). The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Three of the District. This Supplemental Report allocates the debt to properties based on the special benefits each receives from the Assessment Area Three Project. This Assessment Report reflects the actual terms and conditions of the issuance of Assessment Area Three Bonds issued to finance all or a portion of the Assessment Area Three Project. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within Assessment Area Three of the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 393.19 acres within Haines City, Florida. Assessment Area Three comprises of approximately 187.68 acres. The development program for Assessment Area Three of the District currently envisions approximately 591 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Assessment Area Three Project will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Three of the District. The implementation of the Assessment Area Three Project enables properties within the Assessment Area Three boundaries of the District to be developed. Without the District's Assessment Area Three Project, there would be no infrastructure to support development of land within Assessment Area Three of the District. Without these improvements, development of the property within Assessment Area Three of the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Assessment Area Three Project, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area Three Project that is necessary to support full development of property within Assessment Area Three of the District will cost approximately \$16,131,500. The District's Underwriter projects that financing costs required to fund a portion of the Assessment Area Three Project costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$14,235,000. Developer is expected to fund the balance of the Assessment Area Three Project. Without the Assessment Area Three Project, the property within Assessment Area Three of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District has issued \$14,235,000 in Bonds to fund a portion of the District's Assessment Area Three Project, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Supplemental Report to allocate the \$14,235,000 in debt to the properties within Assessment Area Three of the District benefiting from the Assessment Area Three Project.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area Three of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development of Assessment Area Three are described in detail in the Engineer's Report and are estimated to cost \$16,131,500. Based on the estimated costs, the size of

the Bond issue under current market conditions needed to generate funds to pay for a portion of the Capital Improvements and related costs was determined by the District's Underwriter to total \$14,235,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within Assessment Area Three of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Three of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area Three of the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of Assessment Area Three of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Assessment Area Three Project, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Assessment Area Three Project consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the Assigned Properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Assessment Area Three Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Assessment Area Three Project is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Assessment Area Two Project have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Three will have a lien for the payment of any Special Assessment more than the

determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in the Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Assessment Area Two Project is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Three of the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final

Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

Land Use	Total Assessable		Total ERUs
	Units	ERUs per Unit (1)	
Single Family - Phase 3	382	1.00	382
Single Family - Phase 4	209	1.00	209
Total Units	591		591

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

**TABLE 2
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

Capital Improvement Plan ("CIP") (1)	
Offsite Improvements	\$ 1,350,000
Stormwater Management	\$ 3,390,000
Utilities (Water, Sewer, & Street Lighting)	\$ 6,080,000
Roadway	\$ 2,550,000
Entry Feature	\$ 620,000
Parks and Recreational Facilities	\$ 675,000
Contingencies	\$ 1,466,500
	\$ 16,131,500

(1) A detailed description of these improvements is provided in the Revised Amended and Restated Master Engineer's Report amended March 22, 2022

TABLE 3
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)

<u>Description</u>	<u>Total</u>
Sources	
Par Amount	\$ 14,235,000
Bond Premium	\$ 69,531
Total Sources	\$ 14,304,531
Uses	
Construction Funds - Phase 3	\$ 7,280,134
Construction Funds - Phase 4	\$ 5,275,434
Debt Service Reserve	\$ 904,500
Capitalized Interest	\$ 356,764
Underwriters Discount	\$ 284,700
Cost of Issuance	\$ 203,000
Total Par	\$ 14,304,531

Bond Assumptions:	
Average Coupon Rate	4.88%
Amortization	30 years
Capitalized Interest	6 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 4
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	591	1	591	100.00%	\$ 16,131,500	\$ 27,295
Totals	591		591	100.00%	\$ 16,131,500	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 5
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

Land Use	No. of Units *	Total Improvements		Debt - Prior to		Allocation of Par		Par Debt Per Unit		
		Costs Per Product Type	Type	Developer Contribution	Developer Contribution	Debt Per Product Type**	Type**			
Single Family - Phase 3	382	\$ 10,426,790	\$	11,185,698	\$	(3,070,622)	\$	8,115,076	\$	21,244
Single Family - Phase 4	209	\$ 5,704,710	\$	6,119,924	\$	-	\$	6,119,924	\$	29,282
Totals	591	\$ 16,131,500	\$	17,305,622	\$	(3,070,622)	\$	14,235,000		

* Unit mix is subject to change based on marketing and other factors

** Par debt was noticed at \$14,225,000

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 6
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - Phase 3	382	\$ 8,115,076	\$ 21,244	\$ 515,700	\$ 1,350	\$ 1,452
Single Family - Phase 4	209	\$ 6,119,924	\$ 29,282	\$ 388,800	\$ 1,860	\$ 2,000
Totals	591	\$ 14,235,000		\$ 904,500		

(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

**TABLE 7
HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA THREE)**

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Phase 3						
CH DEV HAMMOCK LLC	262724-000000-022010	63.93	\$ 57,464	\$ 3,673,678	\$ 233,428	\$ 250,997
CH DEV HAMMOCK LLC	272730-000000-031070	1.61	\$ 57,464	\$ 92,517	\$ 5,879	\$ 6,321
CH DEV HAMMOCK LLC	272719-742520-000032	0.57	\$ 57,464	\$ 32,755	\$ 2,081	\$ 2,238
CH DEV HAMMOCK LLC	262724-000000-042010	30.66	\$ 57,464	\$ 1,761,848	\$ 111,949	\$ 120,375
CH DEV HAMMOCK LLC	262724-000000-042020	19.12	\$ 57,464	\$ 1,098,713	\$ 69,813	\$ 75,068
CH DEV HAMMOCK LLC	262725-000000-031030	6	\$ 57,464	\$ 344,784	\$ 21,908	\$ 23,557
CH DEV HAMMOCK LLC	262725-000000-033010	17.55	\$ 57,464	\$ 1,008,494	\$ 64,080	\$ 68,904
CH DEV HAMMOCK LLC	262724-000000-044010	1.78	\$ 57,464	\$ 102,286	\$ 6,499	\$ 6,989
		141.22	\$	\$ 8,115,076	\$ 515,637	\$ 554,448
Phase 4						
HAMMOCK RESERVE PARTNERS LLC	262725-000000-031010	26.34	\$ 131,725	\$ 3,469,625	\$ 220,462	\$ 237,056
HAMMOCK RESERVE PARTNERS LLC	262725-000000-033030	8.92	\$ 131,725	\$ 1,174,983	\$ 74,659	\$ 80,279
HAMMOCK RESERVE PARTNERS LLC	262725-000000-033040	11.20	\$ 131,725	\$ 1,475,315	\$ 93,742	\$ 100,798
		46.46	\$	\$ 6,119,924	\$ 388,863	\$ 418,133
Totals		187.68	\$	\$ 14,235,000	\$ 904,500	\$ 972,581

(1) This amount includes estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	4.88%
Maximum Annual Debt Service	\$904,500

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit C

Legal Description of Assessment Area Three

Exhibit C (CONTINUED)

Legal Description of Assessment Area Three

Exhibit D: Maturities and Coupons of Assessment Area Three Bonds

Apr 6, 2022 12:49 pm Prepared by DBC Finance

(Hammock Reserve CDD 2022:HR-2022) Page 10

BOND SUMMARY STATISTICS

Hammock Reserve Community Development District
Special Assessment Bonds, Series 2022 (Assessment Area Three Project)

Dated Date	04/22/2022
Delivery Date	04/22/2022
Last Maturity	05/01/2052
Arbitrage Yield	4.817516%
True Interest Cost (TIC)	4.990817%
Net Interest Cost (NIC)	4.963328%
All-In TIC	5.117710%
Average Coupon	4.883593%
Average Life (years)	18.957
Weighted Average Maturity (years)	18.991
Duration of Issue (years)	11.827
Par Amount	14,235,000.00
Bond Proceeds	14,304,531.00
Total Interest	13,178,663.75
Net Interest	13,393,832.75
Total Debt Service	27,413,663.75
Maximum Annual Debt Service	904,500.00
Average Annual Debt Service	913,027.94
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.488451

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	1,235,000.00	100.000	4.200%	3.118
Term 2	1,535,000.00	100.000	4.400%	8.113
Term 3	4,370,000.00	100.000	4.700%	15.912
Term 4	7,095,000.00	100.980	5.000%	25.936
	14,235,000.00			18.957

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,235,000.00	14,235,000.00	14,235,000.00
+ Accrued Interest			
+ Premium (Discount)	69,531.00	69,531.00	69,531.00
- Underwriter's Discount	-284,700.00	-284,700.00	
- Cost of Issuance Expense		-203,000.00	
- Other Amounts			
Target Value	14,019,831.00	13,816,831.00	14,304,531.00
Target Date	04/22/2022	04/22/2022	04/22/2022
Yield	4.990817%	5.117710%	4.817516%

Exhibit E: Sources and Uses of Funds for Assessment Area Three Bonds

SOURCES AND USES OF FUNDS

Hammock Reserve Community Development District
Special Assessment Bonds, Series 2022 (Assessment Area Three Project)

Sources:

Bond Proceeds:	
Par Amount	14,235,000.00
Premium	69,531.00
	<hr/>
	14,304,531.00

Uses:

Project Fund Deposits:	
Phase 3 Project Subaccount	7,280,133.68
Phase 4 Project Subaccount	<hr/>
	5,275,433.57
	12,555,567.25
Other Fund Deposits:	
DSRF (MADS)	904,500.00
Capitalized Interest Fund (through 11/1/2022)	<hr/>
	356,763.75
	1,261,263.75
Delivery Date Expenses:	
Cost of Issuance	203,000.00
Underwriter's Discount	<hr/>
	284,700.00
	487,700.00
	<hr/>
	14,304,531.00

Exhibit F: Annual Debt Service Payment Due on Assessment Area Three Bonds

Apr 6, 2022 12:49 pm Prepared by DBC Finance

(Hammock Reserve CDD 2022:HR-2022) Page 4

BOND DEBT SERVICE

Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022			356,763.75	356,763.75	356,763.75
05/01/2023	225,000	4.200%	339,775.00	564,775.00	
11/01/2023			335,050.00	335,050.00	899,825.00
05/01/2024	235,000	4.200%	335,050.00	570,050.00	
11/01/2024			330,115.00	330,115.00	900,165.00
05/01/2025	245,000	4.200%	330,115.00	575,115.00	
11/01/2025			324,970.00	324,970.00	900,085.00
05/01/2026	260,000	4.200%	324,970.00	584,970.00	
11/01/2026			319,510.00	319,510.00	904,480.00
05/01/2027	270,000	4.200%	319,510.00	589,510.00	
11/01/2027			313,840.00	313,840.00	903,350.00
05/01/2028	280,000	4.400%	313,840.00	593,840.00	
11/01/2028			307,680.00	307,680.00	901,520.00
05/01/2029	295,000	4.400%	307,680.00	602,680.00	
11/01/2029			301,190.00	301,190.00	903,870.00
05/01/2030	305,000	4.400%	301,190.00	606,190.00	
11/01/2030			294,480.00	294,480.00	900,670.00
05/01/2031	320,000	4.400%	294,480.00	614,480.00	
11/01/2031			287,440.00	287,440.00	901,920.00
05/01/2032	335,000	4.400%	287,440.00	622,440.00	
11/01/2032			280,070.00	280,070.00	902,510.00
05/01/2033	350,000	4.700%	280,070.00	630,070.00	
11/01/2033			271,845.00	271,845.00	901,915.00
05/01/2034	365,000	4.700%	271,845.00	636,845.00	
11/01/2034			263,267.50	263,267.50	900,112.50
05/01/2035	385,000	4.700%	263,267.50	648,267.50	
11/01/2035			254,220.00	254,220.00	902,487.50
05/01/2036	405,000	4.700%	254,220.00	659,220.00	
11/01/2036			244,702.50	244,702.50	903,922.50
05/01/2037	425,000	4.700%	244,702.50	669,702.50	
11/01/2037			234,715.00	234,715.00	904,417.50
05/01/2038	445,000	4.700%	234,715.00	679,715.00	
11/01/2038			224,257.50	224,257.50	903,972.50
05/01/2039	465,000	4.700%	224,257.50	689,257.50	
11/01/2039			213,330.00	213,330.00	902,587.50
05/01/2040	485,000	4.700%	213,330.00	698,330.00	
11/01/2040			201,932.50	201,932.50	900,262.50
05/01/2041	510,000	4.700%	201,932.50	711,932.50	
11/01/2041			189,947.50	189,947.50	901,880.00
05/01/2042	535,000	4.700%	189,947.50	724,947.50	
11/01/2042			177,375.00	177,375.00	902,322.50
05/01/2043	560,000	5.000%	177,375.00	737,375.00	
11/01/2043			163,375.00	163,375.00	900,750.00
05/01/2044	590,000	5.000%	163,375.00	753,375.00	
11/01/2044			148,625.00	148,625.00	902,000.00
05/01/2045	620,000	5.000%	148,625.00	768,625.00	
11/01/2045			133,125.00	133,125.00	901,750.00
05/01/2046	650,000	5.000%	133,125.00	783,125.00	
11/01/2046			116,875.00	116,875.00	900,000.00
05/01/2047	685,000	5.000%	116,875.00	801,875.00	
11/01/2047			99,750.00	99,750.00	901,625.00
05/01/2048	720,000	5.000%	99,750.00	819,750.00	
11/01/2048			81,750.00	81,750.00	901,500.00
05/01/2049	760,000	5.000%	81,750.00	841,750.00	
11/01/2049			62,750.00	62,750.00	904,500.00

BOND DEBT SERVICE

Hammock Reserve Community Development District
 Special Assessment Bonds, Series 2022 (Assessment Area Three Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2050	795,000	5.000%	62,750.00	857,750.00	
11/01/2050			42,875.00	42,875.00	900,625.00
05/01/2051	835,000	5.000%	42,875.00	877,875.00	
11/01/2051			22,000.00	22,000.00	899,875.00
05/01/2052	880,000	5.000%	22,000.00	902,000.00	
11/01/2052					902,000.00
	14,235,000		13,178,663.75	27,413,663.75	27,413,663.75

SECTION VI

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**HAMMOCK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA THREE PROJECT)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Hammock Reserve Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolutions Nos. 2021-11, 2021-12, 2021-19 and 2022-05 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Assessment Area Three Project described in such Assessment Resolutions. Said assessments are pledged to secure the Hammock Reserve Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Three Project) (the “Assessment Area Three Bonds”). The legal description of the lands described as Phase 3 and Phase 4 in the *Hammock Reserve Community Development District Amended and Restated Engineer’s Report for Capital Improvements*, dated June 17, 2021, and amended and restated on March 22, 2022, on which said special assessments are imposed is attached to this Notice (the “Notice”), as **Composite Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Amended and Restated Master Assessment Methodology*, dated July 6, 2021 (the “Master Methodology”), as supplemented by that *Supplemental Assessment Methodology (Assessment Area Three)* dated April 6, 2022 (the “Supplemental Methodology” and together with the Master Methodology, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be

obtained by contacting the District at: Hammock Reserve Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Composite Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE

DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

IN WITNESS WHEREOF, this Notice has been executed and effective as of the ____ day of _____, 2022, and recorded in the Official Records of Polk County, Florida.

HAMMOCK RESERVE COMMUNITY DEVELOPMENT DISTRICT

Lauren O. Schwenk
Vice Chairperson, Board of Supervisors

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Lauren O. Schwenk as Vice Chairperson of the Board of Supervisors for the Hammock Reserve Community Development District.

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

**EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA THREE
HAMMOCK RESERVE CDD**

SECTION VII

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

Hammock Reserve Community Development District

APRIL 15, 2022



SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32803

SUBMITTED TO

Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801



Dewberry Engineers Inc. 407.843.5120
800 N. Magnolia Ave, Suite 1000 407.649.8664 fax
Orlando, FL 32803 www.dewberry.com

April 15, 2022

Hammock Reserve Community Development District
Attn: Governmental Management Services - Central Florida, LLC
c/o Jill Burns (District Manager's Office)
219 E. Livingston Street
Orlando, Florida 32801

RE: Request for Qualifications (RFQ) for Engineering Services for Hammock Reserve Community Development District

Dear Ms. Burns,

Our firm has put together a strong, focused, and experienced team to deliver each task under this contract efficiently and effectively. Dewberry has served as the District Engineer for over 25 Community Development Districts (CDDs) in Florida, which allows us to provide Hammock Reserve with the unique experience, familiarity, and understanding of the type of services that will be requested.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, and land development services. Dewberry has 15 office locations and over 300 employees in Florida, allowing us to bring expertise, qualifications, and resources to clients throughout the state. Dewberry's depth of professional resources and expertise touches every aspect of the District's ongoing needs. From 200 acres to close to 10,000 acres, we offer the District a solid team built on past experience to efficiently address the associated scope of work, as well as the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.

We have extensive knowledge and understanding of Hammock Reserve and are able to provide the specific assignments noted in your RFQ.

Dewberry currently has no conflicts with any homebuilder within Hammock Reserve. Although our past history with numerous CDDs speaks for itself, we are committed to proving ourselves as a valuable partner to provide engineering services to Hammock Reserve.

It would be our privilege to serve as the District Engineer. We appreciate this opportunity to provide information about our capabilities and welcome the possibility to personally expand upon them.

Sincerely,

Rey Malave, PE
Associate Vice President
321.354.9656 | rmalave@dewberry.com

SECTION 1: Standard Form 330



ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications for Engineering Services for Hammock Reserve CDD (Polk County, FL)

2. PUBLIC NOTICE DATE
March 21, 2022

3. SOLICITATION OR PROJECT NUMBER
N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Rey Malavé, PE, Associate Vice President

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER
321.354.9656

7. FAX NUMBER
407.649.8664

8. EMAIL ADDRESS
rmalave@dewberry.com

C. PROPOSED TEAM

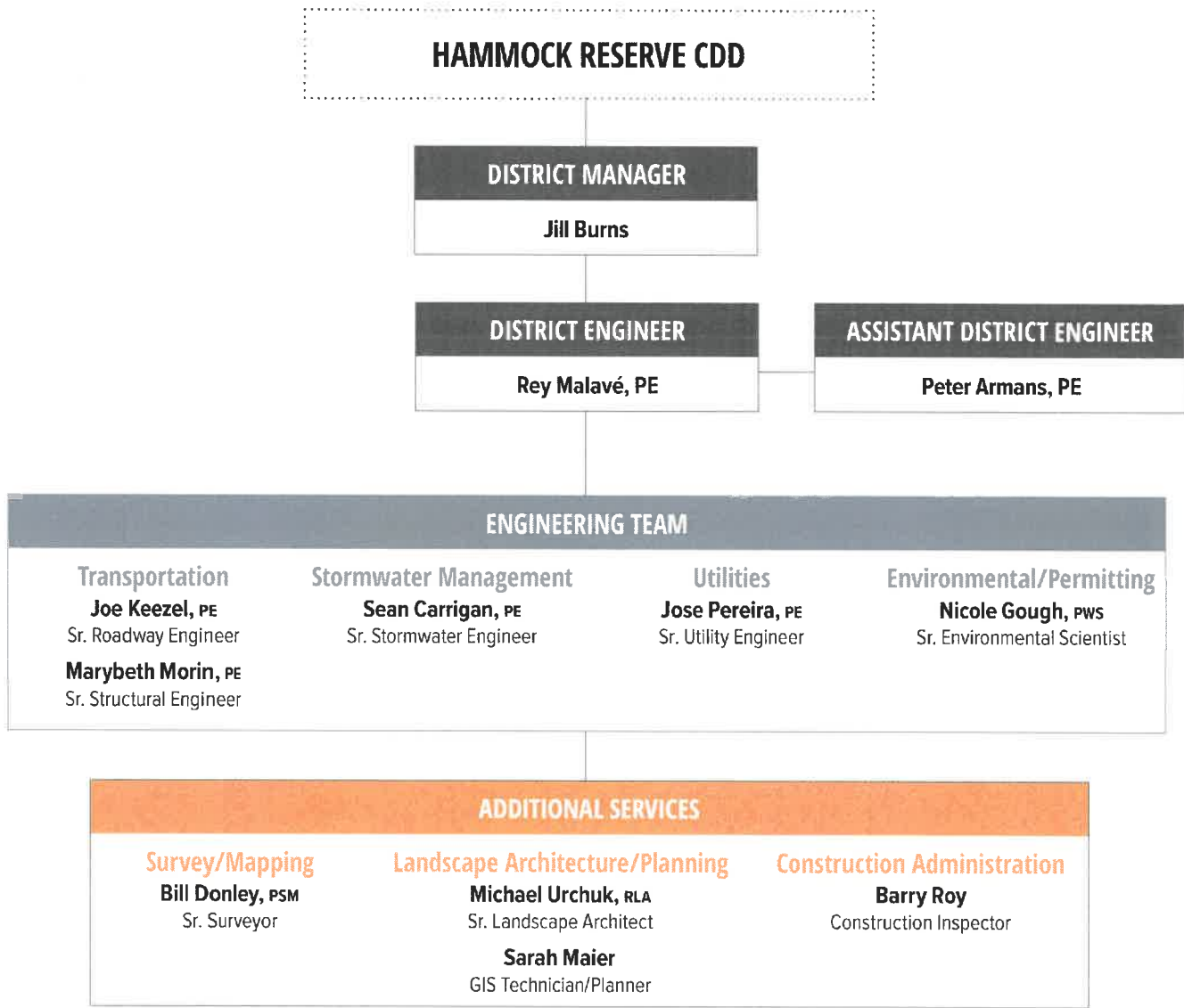
(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc.	800 North Magnolia Avenue, Suite 1000 Orlando, FL 32803	District Engineer; Assistant District Engineer; Transportation; Stormwater Management; Water/Wastewater; Environmental Permitting; Surveying and Mapping; Landscape Architecture/ Planning; Construction Administration
			<input checked="" type="checkbox"/>	CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



“OUR TEAM’S EXPERIENCE AND COMMITMENT WILL PROVIDE HAMMOCK RESERVE CDD WITH THE CONSISTENT, QUALITY SERVICES REQUIRED TO SUCCESSFULLY SERVE THIS CONTRACT.”

- REY MALAVE, PE
DISTRICT ENGINEER

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rey Malavé, PE	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 42	b. WITH CURRENT FIRM 42
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> MBA/Business Administration; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #31588	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Rey Malavé has 42 years of experience in civil engineering design and a diversified background in the design and permitting of municipal infrastructure systems. His areas of expertise include stormwater management systems, sanitary sewage collection systems, water distribution systems, and site development. He has managed and participated in the planning and design of numerous large, complex projects for both public and private clients. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), and other local agencies.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE District Engineer. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Westside Haines City CDD (Winter Haven, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE District Engineer. The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permitting, recreational facilities, and infrastructure review reports.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Deer Run CDD (Bunnell, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE District Engineer. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs, and specifications for water management systems and facilities, water and sewer systems and facilities, roads, landscaping, recreational facilities, and street lighting.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE District Engineer. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Peter Armans, PE	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 12	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #87064; OSHA Construction Safety 10 Hour; Erosion & Sediment Control Certified	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Peter Armans has 12 years of experience in the planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	VillaSol CDD (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services.		
b.	Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Sorrento Springs is a 680-acre planned development within the Country Greens CDD in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contains 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate, and maintain infrastructure to support the Sorrento Hills community. Our firm provided master planning for the community, which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with the City of Eustis and Lake County, and approval of all development and construction activities.		
c.	Viera East CDD (Brevard County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Viera has 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of lakes and wetlands to provide storage through the St. Johns River Water Management District (SJRWMD) and Brevard County. As District Engineer, our services include civil engineering, environmental/permitting, planning, surveying, and construction administration.		
d.	Deer Run CDD (Bunnell, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services include attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities, and street lighting.		
e.	Highland Meadows CDD (Polk County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Highland Meadows is a 263.5 acre master planned, residential community located in the city of Davenport in Polk County. The Development is approved as a planned development for 222 single-family unit community.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joe Keezel, PE	13. ROLE IN THIS CONTRACT Senior Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #57501	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Joe Keezel has more than 25 years of experience designing major transportation systems and thoroughfares, working primarily on FDOT projects. He has managed several major highway projects, including a capacity project that widened a rural four-lane state highway to an urban six-lane section; replaced twin bridges; and updated drainage, signing, pavement markings, and signals. He was Project Manager for two districtwide contracts and prepared construction documents for more than 10 resurfacing, restoration, and rehabilitation projects ranging from two-lane rural to multi-lane urban. Joe also prepared several designs with limited survey using as-built plans, right-of-way (ROW) maps and SLD's, and prepared several projects with SMART plans and letter sets, all of which have been constructed with no claims.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) West Villages Improvement District (Sarasota County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) FDOT District Five, Continuing Engineering Services, Roadway Design (Multiple Counties, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Through our continuing services contract with District Five, Dewberry's task work orders included intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services included signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Central Florida Expressway Authority (CFX), General Engineering Consultant (Multiple Counties, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$3.2 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) FDOT District One, I-4 Beyond the Ultimate, Segment 5 (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Lead Roadway Engineer. This segment is a 4.5-mile section from west of State Road (SR) 25/US 27 to west of County Road (CR) 532 (Polk/Osceola County Line) in Polk County, including the US 27 Interchange. The proposed I-4/US 27 interchange is a full service partial cloverleaf interchange with loop ramps in the northwest and southeast quadrants. Eleven new bridges, substantial modifications to the ramp terminal intersections, and improvements along US 27 are proposed.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Marybeth Morin, PE	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 23
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #57547	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Marybeth Morin has 25 years of experience in structural design of transportation structures. She is responsible for the design and plans production of projects from the preliminary stages to final design. These projects include minor grade separations, water crossings, and interchanges. She has experience in AASHTO and Florida I-Beam girders, precast-prestressed slab units and steel I-girders. She also has experience in alternatives development, design-build work, and miscellaneous structures. Miscellaneous structures include sign structure, mast arm, noise, buffer and retaining wall, box culvert, and strain pole foundation design. Marybeth is responsible for project design, coordination, and plans production.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	2019	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Structural Engineer. Live Oak Lake CDD is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center. Marybeth was responsible for the design and overseeing the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. The bridge is a single span FIB-36 with spread footing, which reduces vibration and cost, MSE walls with concrete drainage ditch, and splash pads for run off. The bridge utilizes a custom railing with stone veneer, architectural finishes, and custom planters for a high level aesthetic result.			
b.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Structural Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.			
c.	CFX, Wekiva Parkway (Orange County, FL)	2015	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Structural Engineer. The Wekiva Parkway (SR 429) an alignment, high-speed, limited access facility in northwest Orange County. Segment 203 extends from just north of Ponkan Road to north of Kelly Park Road, a distance of approximately 2.2 miles. The project included bridge structures over the Lake Victor floodplain, a future access road, and Kelly Park Road. A partial cloverleaf interchange was provided at Kelly Park Road. The project included modifications to several local arterials and off-site stormwater management facilities.			
d.	FDOT, Florida's Turnpike Enterprise (FTE), Suncoast Parkway 2, Section 2 (Citrus County, FL)	2016	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Structural Engineer. This section of the Suncoast Parkway 2 Project was for the design of a new roadway and is located from south of Grover Cleveland Boulevard to north of CR 486, a distance of approximately 8.5 miles. This alignment project included a major intersection and several county road crossings traversing through heavy wooded areas, borrow pits, and subdivisions. Marybeth was responsible for bridge design and plans production.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Sean Carrigan, PE	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #73041	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Sean Carrigan has 15 years of experience in roadway drainage design, including erosion control, environmental permitting, and Project Development and Environment (PD&E) studies on various roadway projects for FDOT, as well as municipal government clients throughout Florida. Sean's key expertise is in the design of open and closed drainage collection systems, culverts, and stormwater management facilities, performing hydrological/hydraulic analysis for the design and construction of transportation projects, assisting in the coordination and compiling of environmental permitting applications for the approval by permitting agencies. He is skilled in the utilization of MicroStation, ASAD, ICPR, POND5 Modeling, Hy-8, HEC-RAS, GeoHEC-RAS, Culvert Service Life Estimator, Win-TR55, GeoPak Drainage, Corridor Modeling, BMPTRAINS, Bluebeam and Microsoft Office.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	West Villages Improvement District (Sarasota County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Drainage Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.			
b.	FDOT District Five, SR 5 at Matanzas Woods Parkway (Flagler County, FL)	2019	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Drainage Engineer. Through our continuing services contract with District Five, this project involved the design of a multi-lane roundabout at the intersection of SR 5 (US 1) and Matanzas Woods Parkway. The project also included updating pedestrian features at the intersection.			
c.	FDOT District Five, SR A1A at SR 520 Intersection Improvements (Brevard County, FL)	2019	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Drainage Engineer. Through our continuing services contract with District Five, this project improved the intersection for pedestrians and northbound left turning motorists by removing the free flow right turn lanes, realigning the east approach, and extending the northbound dual left turn lanes at the intersection of SR A1A and SR 520 in accordance with PPM Vol I Chapter 25. Also included in the project was the extension of the existing northbound left turn lane at the intersection of SR A1A and Canaveral Plaza Boulevard (Marion Lane).			
d.	FDOT District One, 10th Avenue Complete Streets Feasibility and PD&E Study (Manatee County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Drainage Engineer. This study develops and evaluates complete street improvements along 10th Avenue from Riverside Drive to 17th Street West in the City of Palmetto to enhance multimodal mobility along the corridor. The approximately 1.1-mile study proposes complete street applications such as wider sidewalks, bicycle lanes, multimodal paths, enhanced transit amenities, reconfigured on-street parking, traffic calming measures, streetscaping aesthetics, and stormwater control features.			
e.	FDOT District Five, SR 436 Milling and Resurfacing (Seminole County, FL)	2019	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Senior Drainage Engineer. This project involves adding proposed dual left turn lanes at the intersection of SR 436 and Ronald Reagan Boulevard. The purpose of the project is to improve traffic flow, safety, and mobility at the intersection.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Jose Pereira, PE	13. ROLE IN THIS CONTRACT Senior Utility Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 28
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Panama City, FL)			
16. EDUCATION (Degree and Specialization) MS/Environmental Engineering; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #82808	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Jose Pereira has 32 years of professional experience in the field of environmental engineering, including the design of water treatment and wastewater collection, pumping, and treatment facilities; pilot-scale and laboratory-scale treatabilities studies; and water and wastewater wet chemistry analysis. He has been actively engaged in the planning, design, construction engineering, and start-up services for numerous municipal wastewater treatment collection, pumping, and treatment systems. Many of these facilities have included innovative treatment processes such as nitrification, de-nitrification, bio-selectors, and other biological nutrient removal. To accommodate new development, Jose has planned and designed entire wastewater collection systems that have included interceptor sewers up to 72 inches in diameter, wastewater pumping facilities, and in-system flow equalization storage basins as large as 16 million gallons.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	West Villages Improvement District (Sarasota County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Highway 390 Water/Wastewater Relocation (Panama City Beach, FL)	2018	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. The Panama City Water and Wastewater System Relocation Project included relocation of the city-owned utilities that were in conflict with the proposed improvements and to tie into the proposed utilities for the FDOT Highway 390 Widening Project. The City was required to relocate their water and wastewater infrastructure due to the FDOT Highway 390 widening project. The project included the installation of approximately 4,400 linear feet (LF) of 12 inch, 8 inch, 6 inch and 2 inch water mains, fire hydrants, valves, fittings, and new potable water services.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	Wastewater Improvements (Parker, FL)	2017	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Dewberry worked with the City of Parker to inspect the condition of the city's existing wastewater system and to identify areas that required upgrades and replacement. Dewberry prepared a Facilities Plan with recommendations, projected costs, and priorities for improvements and assisted the City in securing funds through the SRF. The work consisted of design for approximately 7,000 LF of sewer force main replacement, 2,450 LF of directional bores, lift station upgrades, and manhole rehabilitation.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Nicole Gough, PWS	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Wetland Scientist #2585; FL Certified Prescribed Burn Manager #20144567; FL Certified Pesticide Applicator #PB11275; FL Certified Stormwater Management Inspector #3799; Railroad Worker's Safety Certified; Federal Red Card	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Nicole Gough has 23 years of experience in project management related to ecological evaluation, planning, permitting, and oversight of regional transportation and infrastructure projects, large agricultural projects, and land development. Nicole previously served as a wetlands biologist and regulatory reviewer for both the South Florida Water Management District (SFWMD) and SJRWMD. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting, including National Pollutant Discharge Elimination System (NPDES). Additional expertise includes threatened and endangered species surveys, wetland determinations, biology, botany, conservation biology, ecology, emergency management, Endangered Species Act compliance for Letter of Map Revision (LOMR)/Conditional Letter of Map Revision (CLOMR), GIS data collection and mapping, preparation of technical specifications and contract documents, and stakeholder coordination/facilitation.

19 RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Narcoossee CDD (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Environmental Scientist. The Narcoossee CDD is located in Orlando, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres and will construct, operate, and maintain infrastructure to support all of its communities. As the CDD Engineer, our services include engineering evaluations, owner coordination with City of Orlando and Orange County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Environmental Scientist. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Environmental Scientist. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Bill Donley, PSM	13. ROLE IN THIS CONTRACT Survey Manager	14. YEARS EXPERIENCE	
		a. TOTAL 39	b. WITH CURRENT FIRM 20
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Finance		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Surveyor and Mapper #5381	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Bill Donley has 39 years of experience in the surveying and mapping arena. He has successfully completed control surveys, design and ROW surveys and mapping, utility designation, excavation and utility mapping projects, hydrographic, and mean high water surveys throughout the state. He has managed over 400 public and private roadway projects, design-build endeavors, and continuing service contracts.

19 RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Dowden West CDD (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Manager. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Manager. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
c.	Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Manager. Sorrento Springs is a 680-acre planned development within the Country Greens CDD in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, an 18-hole golf course, and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate, and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
d.	VillaSol CDD (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Manager. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.		
e.	Lakewood Ranch Stewardship District (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Manager. As District Engineer, our services include surveying/mapping, water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, and roadway improvements.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael Urchuk, RLA	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 31	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Registered Landscape Architect #LA6666675	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Michael Urchuk has 31 years of experience and has a varied background in landscape architecture and planning. As a Project Manager, he is responsible for coordination across design disciplines and acts as a liaison between the owner, design team, and contractor. He is also responsible for coordinating design efforts and project submittals. Michael's experience as a landscape architect includes retail office, residential, mixed-use, streetscapes, and recreational uses as well as hardscape and irrigation design. Hardscape designs include corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Michael also provides construction administration services on multiple levels to include shop drawing and RFI review, field reports, final punch lists, and on-site project coordination meeting.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	VillaSol CDD (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Osceola County Fire Training Facility (Osceola County, FL)	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. This project included the design of a new Fire Training Facility for the Osceola County Fire Department. Located on approximately 11 acres, site elements include an Open Air Training Course, a 9,500 square feet fire station with three fire bays, fire station training building, burn tower, and several shaded pavilions.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	Lancaster Park East (St. Cloud, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, Federal Emergency Management Agency (FEMA), CLOMR and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	CFX, Roadway Operations Facility (Orlando, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As the General Engineering Consultant to CFX, Dewberry has provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 square foot office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 square feet, and laydown yard.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sarah Maier	13. ROLE IN THIS CONTRACT GIS Technician/Planner	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Sarah Maier has experience in development entitlements for a variety of land uses and project sizes, including Developments of Regional Impact (DRIs), comprehensive policy plan amendments, zonings, planned developments, and conceptual land use planning. Sarah's responsibilities have ranged from policy and code amendments, GIS analyses as it pertains to land use planning and growth forecasting, and includes projects involving commercial, industrial, residential, and mixed uses.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>Project Planner/GIS Technician. Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake CDD. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.</p>			
b.	Dowden West CDD (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>Project Planner/GIS Technician. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.</p>			
c.	Deer Run CDD (Bunnell, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>GIS Technician. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities, and street lighting.</p>			
d.	Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>GIS Technician. Sorrento Springs is a 680-acre planned development within the Country Greens CDD, in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, an 18-hole golf course, and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Barry Roy	13. ROLE IN THIS CONTRACT Construction Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 37
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Barry Roy is responsible for all construction management and administration activities of the firm's Central Florida operations. He has more than 37 years of diversified experience in public and private waterworks, sewage, roadway, and drainage construction projects. Barry is experienced in the construction of water and wastewater transmission mains, trunk gravity sewers, master pumping stations, stormwater management systems, street drainage systems, roadways, and associated structures. He routinely performs cost estimating, construction inspections, value engineering, quality control, construction administration, and prepares contract documents and bid packages. He is able to translate this experience into the successful completion of projects.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Manager. Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake CDD. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
b.	Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Manager. Sorrento Springs is a 680-acre planned development within the Country Greens CDD, in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, an 18-hole golf course, and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
c.	Highland Meadows CDD (Polk County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Manager. Highland Meadows is a 263.5-acre master planned, residential community located in the city of Davenport in Polk County. The Development is approved as a planned development for 222 single-family unit community. Dewberry services included civil engineerin, construction estimates and administration, coordination of environmental, jurisdictional lines, and permitting, due diligence, permitting, planning, landscaping plans, and surveying.		
d.	Deer Run CDD (Bunnell, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Manager. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities, and street lighting.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#1

21. TITLE AND LOCATION *(City and State)*

Dowden West CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(if applicable)*

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Dowden West is a 736.28-acre master planned, residential community with 1,446 residential units located in the City of Orlando. The development is 10 villages within the approved planned development for Starwood, which encompasses approximately 2,558 acres and is entitled for 4,400 residential units.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems, in addition to master stormwater modeling for an approximately 6,500-acre watershed that the Dowden West CDD. This modeling was used for both stormwater management design and FEMA floodplain determination.

Other services include landscape architecture design for the common open spaces and community parks, the design of community roads that also include the extension of the four-lane Dowden Road through the community, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

- **COST** \$500,000 (Consultant Fees to Date)

- **SERVICES**

- Boundary Surveys
- Environmental/Permitting
- Landscape Architecture
- Roadway Design/Improvements
- Stormwater Management
- Topographic Surveys
- Tree Surveys
- Utility Design

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#2

21. TITLE AND LOCATION <i>(City and State)</i> Lakewood Ranch CDD 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lakewood Ranch CDD	b. POINT OF CONTACT NAME Steve Zielinski	c. POINT OF CONTACT TELEPHONE NUMBER 941-907-0202 Ext 229
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Lakewood Ranch is an unincorporated 31,000-acre master planned community located on Florida's Gulf Coast in Sarasota and Manatee Counties, established in 1995. The five CDDs we serve cover an 8,500-acre community within the larger Lakewood Ranch Development. The overall development contains A-rated schools, shopping, business parks, hospital and medical center, golf courses, athletic centers, aquatics, and lighted tennis courts.

As the CDD Engineer for the five CDD's, Dewberry's services include engineering, surveying, permitting, owner coordination with the County's review, and approval of construction activities. Dewberry's services also include water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, review and upgrades, coordination of traffic issues including signalization with County officials, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

- **COST** \$906,730 (Consultant Fees to Date)
- **SERVICES**
 - Civil Engineering
 - Compliance Monitoring
 - Construction Estimates and Administration
 - Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies
 - Design Evaluations and Analysis
 - Drainage/Stormwater Management
 - Monthly Board Meeting Attendance
 - Permitting
 - Planning
 - Surveying
 - Utilities

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc..	(2) FIRM LOCATION <i>(City and State)</i> Sarasota, FL	(3) ROLE District Engineer
----	---	---	-------------------------------

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#3

21. TITLE AND LOCATION *(City and State)*

Westside Haines City CDD (Winter Haven, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jillian Burns

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 ex. 115

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida. The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permit, recreational facilities, and infrastructure review reports.

- **COST** \$44,500.00 (CONSULTANT FEES TO DATE)
- **SERVICES**
 - Civil Engineering
 - Permitting
 - Roadway Design
 - Stormwater Monitoring and Permit
 - Recreational Facilities
 - Infrastructure Review Reports

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#4

21. TITLE AND LOCATION *(City and State)*

Highland Meadows CDD (Polk County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Rizette & Company, Inc

b. POINT OF CONTACT NAME

Richard Hernandez

c. POINT OF CONTACT TELEPHONE NUMBER

407.472.2471 Ext. 0864

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Highland Meadows is a 263.5-acre master planned, residential community located in the city of Davenport in Polk County. The development is approved as a planned development for 222 single-family unit community. The CDD is located on the south side of County Road 547 - Holly Hill Road and the north side of Olsen Road. The community consists of CDD owned roadways, stormwater ponds and conservation areas. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements. We have assisted in the bidding and construction of the many infrastructure facilities within the community.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, construction estimates and administration, coordination of environmental, jurisdictional lines and permitting, due diligence, permitting, planning, landscaping plans, and surveying.

- **COST** \$350,000 (CONSULTANT FEES)

- **SERVICES**

- Civil Engineering
- Construction Estimates and Administration
- Coordination of Environmental Jurisdictional Lines and Permitting
- Due Diligence
- Permitting
- Planning
- Landscaping Plans
- Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
#5

21. TITLE AND LOCATION <i>(City and State)</i> Narcoossee CDD (Orlando, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Government Management Services	b. POINT OF CONTACT NAME Jason Showe	c. POINT OF CONTACT TELEPHONE NUMBER 407.841.5524
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The Narcoossee CDD is located in Orange County, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres. We will provide services as needed for the construction and will operate and maintain infrastructure to support all of its communities.

Dewberry is the CDD Engineer for this project. Our services include engineering evaluations, owner coordination with City of Orlando and Orange County, and approval of all development and construction activities.

- **COST** \$475,000 (Consultant Fees to Date)
- **SERVICES**
 - Civil Engineering
 - Construction Administration
 - Development Planning
 - Infrastructure Review Reports
 - Landscape Architecture
 - Permitting
 - Stormwater Monitoring and Permit Compliance Reports
 - Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE District Engineer
----	--	--	-------------------------------

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#6

21. TITLE AND LOCATION *(City and State)*

Deer Run CDD (Bunnell, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Ernesto Torres

c. POINT OF CONTACT TELEPHONE NUMBER

904.940.5850 ext. 403

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors.

Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities and street lighting, and other community infrastructure provided by the District, as authorized in Chapter 190 F.S.; and affiliated projects to include engineering contract management and inspection services during construction.

- **COST** \$120,000 (Consultant Fees to Date)

- **SERVICES**

- Community Infrastructure
- Construction Administration
- Cost Estimates
- Landscaping
- Planning
- Recreational Facilities
- Reports and Plans
- Roadway Design
- Street Lighting
- Surveying Designs
- Water Management Systems and Facilities
- Water and Sewer Systems

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#7

21. TITLE AND LOCATION *(City and State)*

Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(if applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Governmental Management Services

b. POINT OF CONTACT NAME

Jillian Burns

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 ex. 115

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Live Oak Lakes CDD (Twin Lakes Development) is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. The development is situated just east of Hickory Tree Road and west of Live Oak Lake and Sardine Lake in Osceola County. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units.

A 42,000+ square foot amenity clubhouse is currently being constructed alongside the oversized pool and cabana area, which includes a bar for food and beverages. The outdoor rec space is under construction just to the south. This area was designed to include bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court. It also provides walking trails, a boat dock, and a dock for fishing.

In addition to civil engineering services, we also provided roadway design, bridge design, and signal design within the first phase. We were responsible for the roadway widening design of Hickory Tree Road, where services also included drainage and utility extensions. We extended New Nolte Road from the existing intersection east through the first phase of construction. This 150' ROW is master planned to be a four lane divided major collector road in the future. We also designed and oversaw the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. We provided signal design for the New Nolte and Hickory Tree Road Intersection, which also includes golf cart paths and golf cart path crossings at the updated intersection.

Utilities have been master designed for the build out of the development, which will include city master transmission mains for the 24" potable water main and 24" reclaim main, along with five sanitary lift stations to service the phases of the development as they are constructed. Phase 1 of the project utilizes two sanitary lift stations, a portion of the 24" potable and reclaim mains. The first lift station is located on the west side of Hickory Tree Road. The second lift station is located along the extension of Nolte Road east of Hickory Tree Road. This lift station has been

designed to accept additional flows from future phases of this development. This lift station pumps into a force main down the Nolte Road extension and connects to the existing 20" force main located within the Hickory Tree ROW.

- **COST** \$2.1 million (Consultant Fees to Date)
- **SERVICES**
 - Assistance with the City Master Upsizing Agreements
 - Civil Engineering
 - Construction Administration
 - Entitlements
 - Environmental/Permitting
 - Landscape/Hardscape Design
 - Maintenance of Traffic Planning
 - Planning
 - Signal Design
 - Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#8

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
West Villages Improvement District (Sarasota County, FL)	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Government Management Services	William Crosley, District Manager	941-244-2805

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork; water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants); stormwater management and drainage facilities and infrastructure; roadways, signalization improvements, and parking facilities, recreational amenity and park improvements; governmental facility improvements (such as fire stations and police stations); landscaping, hardscaping, and signage, improvements; environmental services; and other similar infrastructure for a mixed-use development.

- COST** \$52,000.00 (Consultant Fees to Date)

- SERVICES**

- Water and Sewer Facilities and Infrastructure
- Stormwater Management and Drainage Facilities and Infrastructure
- Roadways,
- Signalization improvements
- Recreational Facilities
- Park improvements
- Governmental Facility Improvements
- Landscape/Hardscape Design
- Signage
- Environmental Services

Additional engineering services may include attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring District projects; overseeing construction and/or acquisition activities; preparation of certifications, documents, and reports in furtherance of District engineering activities; and providing other engineering services as may be authorized by the Board.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION <i>(City and State)</i> Sarasota, FL	(3) ROLE District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#9

21. TITLE AND LOCATION *(City and State)*

VillaSol CDD (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



VillaSol CDD is located in Osceola County, Florida, which is just minutes from the Orlando International Airport, area attractions and theme parks, and offers amenities like no other community in the area.

Nestled along Boggy Creek, residents have access to a boat dock where they can travel down to East Lake Toho. Resort style amenities include tennis court, basketball court, clubhouse, pool, and soft gate with guard house.

Some of Dewberry's specific assignments for this project include planning, preparing reports and plans, designs and specifications for water management systems and facilities; water and sewer system and facilities, roads, landscaping, recreational facilities and street lighting, other community infrastructure provided by the District, as authorized in Chapter 190 F.S.; and affiliated projects to include engineering contract management and inspection services during construction.

- COST** \$375,000 (Consultant Fees to Date)

- SERVICES**

- Community Infrastructure
- Construction Administration
- Cost Estimates
- District Board Meetings
- Landscape Architecture
- Planning
- Recreational Facilities Design
- Reports and Plans
- Roadway Design
- Street Lighting Design
- Surveying
- Water Management Systems and Facilities
- Water and Sewer Systems

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#10

21. TITLE AND LOCATION *(City and State)*

Country Greens CDD (Sorrento Springs Planned Development)
(Lake County, FL)

22 YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Sorrento Springs is a 680-acre planned development within the Country Greens CDD in Lake County, Florida. Developed by Hewitt Properties, Inc., the project will contain 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate, and maintain infrastructure to support the Sorrento Springs Community. In April 2002, construction of the first of four phases began.

As the CDD Engineer, Dewberry's services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.

- **COST** \$320,000 (Consultant Fees to Date)

- **SERVICES**

- Civil Engineering
- Construction Administration
- Due Diligence
- Landscape Architecture
- Permitting
- Planning
- Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
Rey Malavé, PE	District Engineer	●	●	●	●	●	●	●	●	●	●
Peter Armans, PE	Assistant District Engineer	●		●	●	●	●			●	●
Joe Keezel, PE	Sr. Roadway Engineer		●						●		
Marybeth Morin, PE	Sr. Structural Engineer		●					●			
Sean Carrigan, PE	Sr. Stormwater Engineer								●		
Jose Pereira, PE	Sr. Utility Engineer		●						●		
Bill Donley, PSM	Survey Manager	●	●	●	●	●	●	●		●	●
Nicole Gough, PWS	Sr. Environmental Scientist	●	●	●	●	●	●	●	●	●	●
Michael Urchuk, RLA	Sr. Landscape Architect	●	●		●			●	●	●	
Sarah Maier	GIS Technician/Planner	●	●	●	●	●	●	●	●	●	●
Barry Roy	Construction Inspector	●	●	●	●	●	●	●	●	●	●

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Dowden West CDD , Orlando, FL	6	Deer Run CDD , Bunnell, FL
2	Lakewood Ranch CDD 1, 2, 4, 5, 6 , Sarasota and Manatee County, FL	7	Live Oak Lake CDD (Twin Lakes Development) , Osceola County, FL
3	Westside Haines City CDD , Haines City, FL	8	West Villages Improvement District , Sarasota County, FL
4	Highland Meadows CDD , Polk County, FL	9	VillaSol CDD , Osceola County, FL
5	Narcoossee CDD , Orlando, FL	10	Country Greens CDD , Lake County, FL

FIRM QUALIFICATIONS

Dewberry is a leading, multi-disciplined firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with 50 locations and over 2,000 professionals nationwide, including our local office in Orlando. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, architecture, and land development services. Dewberry has 15 office locations and over 300 employees in Florida, bringing expertise, qualifications, and resources to cities and counties throughout the state. Dewberry supports large and small projects in the following primary service areas:

- Alternative delivery
- Architecture
- Building engineering
- Disaster response and emergency management
- Energy services
- Environmental services
- Geospatial services
- Mechanical, electrical, and plumbing services
- Program management
- Site/civil services
- Surveying/mapping
- Sustainability
- Transportation
- Water/wastewater/reclaimed water services

We put clients first, we build strong and lasting relationships to become trusted advisors to our clients. Personal commitment to our clients and standing behind our work are central principles of the "Dewberry Way."

Relevant Experience

The absolute best predictor of future success is past performance and we have a lot of experience in all areas required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

**DEWBERRY HAS
300+ EMPLOYEES
IN FLORIDA**

During past years in business, **no other Central Florida firm has been more involved in Florida's explosive development.** This is demonstrated by the work we have performed for hundreds of clients over four decades. We have developed a unique general approach to land development projects. Our approach is tried-and-true, and it has proven, time-and-time-again, to reduce the coordination efforts for our clients and, importantly, it produces successful projects.

Dewberry has also developed a "Land Development Process" Manual. All our professional staff members are required to know our quality procedures and to stay abreast of regulatory changes. The purpose of this manual is to describe the method and process in which Dewberry provides planning, design, and construction related services for land development projects. This process minimizes the opportunity for missed deadlines, decreases errors and omissions on the plans, plats, calculations and permits, and maximizes the opportunity to produce high quality, buildable projects, resulting in satisfied clients and a positive company reputation in the engineering community.

We have a defined, workable Quality Control Plan. Every submittal is checked by an independent reviewer using our written quality control procedures. These procedures include Sufficiency Checklists to ensure that the documents are complete. The quality control checks are scheduled within the project master schedule to ensure that time is allocated to make revisions. All of our staff use Quality Control Manuals to ensure that the project is being prepared correctly the first time. All of this detail means that our clients can be confident that they are getting the best possible product from Dewberry.

The following CDD projects are representative of our relevant project experience:

- Baytree CDD, Brevard County
- Cascades at Groveland CDD, Lake County
- Country Greens CDD, Lake County

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED

- Covington Park CDD, Hillsborough County
- Deer Run CDD, Flagler County
- Dowden West CDD, Orlando
- East Park CDD, Orange County
- Greater Lakes – Sawgrass Bay CDD, Lake Wales
- Highland Meadows CDD, Polk County
- Lake Emma CDD, Groveland
- Lakewood Ranch CDDs 1, 2, 4, 5, 6, Sarasota and Manatee County
- Lakewood Ranch Stewardship, Sarasota and Manatee County
- Live Oak Lake CDD, Osceola County
- Montecito CDD, Brevard County
- Narcoossee CDD, Orange County
- On-Top-of-the-World CDDs, Marion County
 - Chandler Hills East CDD, Marion County
 - Indigo East CDD, Marion County
 - Bay Laurel Center CDD, Marion County
- Osceola Chain of Lakes, Osceola County
- Reedy Creek Improvement District, Osceola County
- Reunion Resort CDD, Osceola County
- Verandas CDD, Pasco County
- Viera CDD, Brevard County
- VillaSol CDD, Osceola County
- West Villages Improvement District, Sarasota County

Project Approach

We have prepared an organizational approach to fit the specific categories of the organization and operations to support both large and small engineering projects. Through our many years of serving as District Engineer, we've been successful at becoming an extension of the CDD's Project Management group, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with Hammock Reserve CDD's policies and procedures.

Serving as District Engineer is **Rey Malavé, PE**. Rey has 42 years of experience in civil engineering and a diversified background in the design and permitting of infrastructure systems, including public facilities, utility systems, office buildings, commercial developments,

recreational facilities, and industrial developments. He has extensive experience with permitting agencies, including FDEP, FDOT, Florida Water Management Districts, and other local agencies. He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.

Transportation Services

Dewberry has provided roadway and bridge design services to numerous governmental agencies throughout Florida for over 30 years. Our projects have ranged from minor intersection improvements and milling and resurfacing of existing roadways to capacity improvements and complex, multilevel interchanges. The extensive experience of our staff in the design, preparation of construction documents, and post design services for roadways, bridges, and associated systems provides Hammock Reserve with the expertise to handle any type of transportation related assignment. Our transportation design staff, coupled with the survey, drainage, environmental, and permitting capabilities, allows us to efficiently complete any assignment, as all disciplines required are available in-house.

Traffic design may include one or more of the following items, dependent upon a specific project: signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies. We have extensive experience in these phases of the project and we are qualified to perform all aspects of traffic engineering.

Engineering services related to structural design may be required for bridge widenings, bridge rail replacements, box culvert extensions, retaining walls, sheet piling, overhead sign structures, multi-post guide signs, signal poles, mast arms light poles and foundations for signs, signal poles, and lighting. We have an experienced in-house staff to provide these services.

Water/Wastewater Services

Our team can provide both utility analyses of existing master systems, preparation and updates to master plans, as well as preparation of utility construction plans. Dewberry can analyze the existing utility systems and make recommendations for upgrades or replacement. We have designed numerous utility collection and transmission facilities, gravity sewers, force mains, reuse water, and potable water systems. We have also designed numerous wastewater and water pump stations. We also have experience in the transformation of septic tank systems by the installation of new sewer systems.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Stormwater Management Services

Our integrated stormwater management services range from large basin studies to the design of collection systems. Our team has performed analysis on various projects throughout Florida. We have designed culvert replacements to extensions on numerous roadway projects, ranging from two-lane rural widening to multi-lane expressways.

Drainage design and permitting are critical parts of any project. We will provide assistance to the District in coordination with MS4 support, total maximum daily loads, numeric nutrient criteria support, drainage, erosion and sediment control, stormwater basin modeling, assessment and evaluation drainage systems, design and construction plans for stormwater management systems, and coordination with state and federal agencies.

Assumptions and/or omissions in this area can cause significant delays in the project schedule, increase costs during construction, and even lead to possible litigation against the District. We are experienced in identifying, analyzing, and addressing drainage impacts associated with a variety of project types. Our drainage staff is knowledgeable of Water Management District criteria and we are adept at developing creative and innovative solutions to drainage problems. We also have experience preparing flood studies with FEMA. At the heart of our approach is a thorough document review of the existing plans, USGS Quadrangle Maps, USDA Soil Survey, FEMA Flood Insurance Maps and aerial photographs. With this data in hand, we will perform a field review during the pre-scope meeting, identify all drainage and permitting issues, and discuss possible drainage solutions with the District. Existing drainage patterns, ponding concerns and erosion problems will be documented. We will contact the District's Maintenance Engineer to discuss any concerns regarding the project area.

Survey and Mapping Services

Dewberry has provided continuing surveying services for many counties and municipalities throughout the State of Florida. Our large in-house survey staff, with numerous crews out of our Orlando office, are well-versed in the rigors of on-call assignments and the immediate response time they require. We utilize state-of-the-art equipment to provide cost effective surveying, ROW mapping, utility designation, and subsurface utility engineering (SUE) for roadway, municipal, and civil development projects. We have extensive experience in boundary surveys, topographic design surveys, tree surveys, inventory surveys, and underground utility mapping. Our survey team has a dedicated staff of photogrammetrists who specialize in aerial photogrammetry, fixed and aerial LiDAR, and GIS mapping.

Our services for surveying and mapping may include: as-built surveys, boundary surveys, eminent domain surveys, GIS, legal description preparation, plat preparation, property sketches, ROW mapping, SUE, topographic surveys, and utility surveys.

SUE technology combines geophysics, surveying, and civil engineering to better locate underground utilities. This service helps our clients avoid costly utility conflicts and construction delays caused by inaccurately plotted utilities. Our 3-D Laser Scanning equipment allows our survey crews to accurately collect field data comprehensively and, most importantly, safely. Dewberry is one of a select few firms in the state to have this technology.

Environmental/Permitting Services

From determining wetland lines to the understanding of current rules and regulations for water management districts, our staff has full understanding and experience in providing these services for cities and other governmental agencies. We have obtained permits with the various local, state, and federal agencies for a variety of projects. We understand how to prepare permit applications, work closely with the agencies and obtain permits for your projects. Dewberry will track the permit status for each agency, keep the District informed of the progress of all permits and respond promptly to all requests for additional information.

As part of our efforts for Hammock Reserve CDD, we will assist in determining the permits needed for each development project along with the anticipated schedules for obtaining each permit. Additionally, we have experience in permitting with governmental agencies such as the Water Management Districts, FDEP, Florida Fish and Wildlife Conservation Commission (FFWCC), U.S. Army Corps of Engineers (USACE), and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

Landscape Architecture/Planning

Dewberry has extensive landscape architecture experience throughout Florida. Our project experience includes residential, retail office, mixed-use, streetscapes, and recreational uses as well as hardscape and irrigation design. Our hardscape designs have included corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas.

Our planning services to Hammock Reserve CDD will include presentations to CDD Commissioners and public meetings, where we would provide assistance to the District for the understanding of technical issues,

H. ADDITIONAL INFORMATION

30 PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED

proposed developments, projected roadway designs, possible ROW changes, and to provide a professional and expert opinion on issues that may be needed by the District. Dewberry can assist the District with the following planning services:

- Comprehensive planning
- Review of comprehensive plan amendments
- Preparing land development regulations, including form based codes, GIS, and mapping services
- Transportation planning
- Revitalization/redevelopment planning

Construction Administration/CEI

We have continually provided construction administration services to our clients on most of the projects we have designed. Dewberry understands the importance of establishing and maintaining budgets. As a project is constructed, it is imperative that our team monitor the project budget and keep the District consistently informed. We have worked with many cities and counties on providing all construction services, including the assistance in the preparation of bid documents, prebid meetings, pre-construction meetings, construction administration, site observation, pay application review, and approvals. We also provide shop drawing reviews and approvals per construction documents. We will provide assistance to District staff in the administration of construction contracts. Our team is currently providing these services to many municipalities across the state of Florida.

Our construction administration staff is prepared to support the District in various construction management related tasks. We routinely perform these services for both our public and private clients. Our services include:

- Construction Inspection
- Shop Drawing Review
- Pay Application Verification
- Construction Scheduling
- Utility Company Coordination
- Final Regulatory Acceptance
- Record Drawings
- Project Value Engineering
- Bid Document Preparation
- Bid Summarization and Analysis
- Contract Preparation

Task Initiation

Our Project Approach will vary due to the type of assignment; however, the important first steps in task initiation involve data gathering and scope development.

Data Gathering

This phase consists of defining the project objectives, identifying elements involved in the task, conducting a field review meeting (if required) and developing a detailed scope of services.

This phase will begin once a specific task or project has been identified by the District. Once identified, we will coordinate with the District to obtain all existing information. This data collection effort is very important in that it provides us valuable information prior to developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the District and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the projects background, scope requirements, project constraints, and other relevant issues will be held to reach an understanding of the overall project goals. Based on the data collection effort and the initial on-site field meeting, the specific plan elements required for the task will be identified and agreed to with the District prior to developing a scope of services.

Scope Development

A detailed scope of services, fee estimate, and schedule for each task will be developed based on the data gathering efforts and discussions. This scope and work effort will be heavily influenced by the quality of the data collected and the specific needs of each task. Man-hour estimates will be provided for each discipline involved. The scope and work effort will be prepared and negotiated quickly, so as not to affect the schedule.

Other Considerations

COST CONTROL

We constantly review our designs and look for ways to save our clients time and money. We exercise common sense engineering to provide practical design solutions and not merely based on the way things have always been done in the past.

PROJECT COSTS

We understand the financial constraints that clients face, due to the budget cuts and rising construction and ROW costs. We will review all designs, prepared by Dewberry or others, for cost savings measures that will

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

not affect the intention or safety of the project. Our recent experience has shown that minor changes in the design can save materials, and reduce or avoid costly business damage claims and/or ROW impacts. Another key to cost controls is to estimate costs early in the design process and as the design evolves, not just near the end of the design process. Early cost estimating allows for more options to be explored to keep projects within budget or to notify the District that budgets may need to be adjusted.

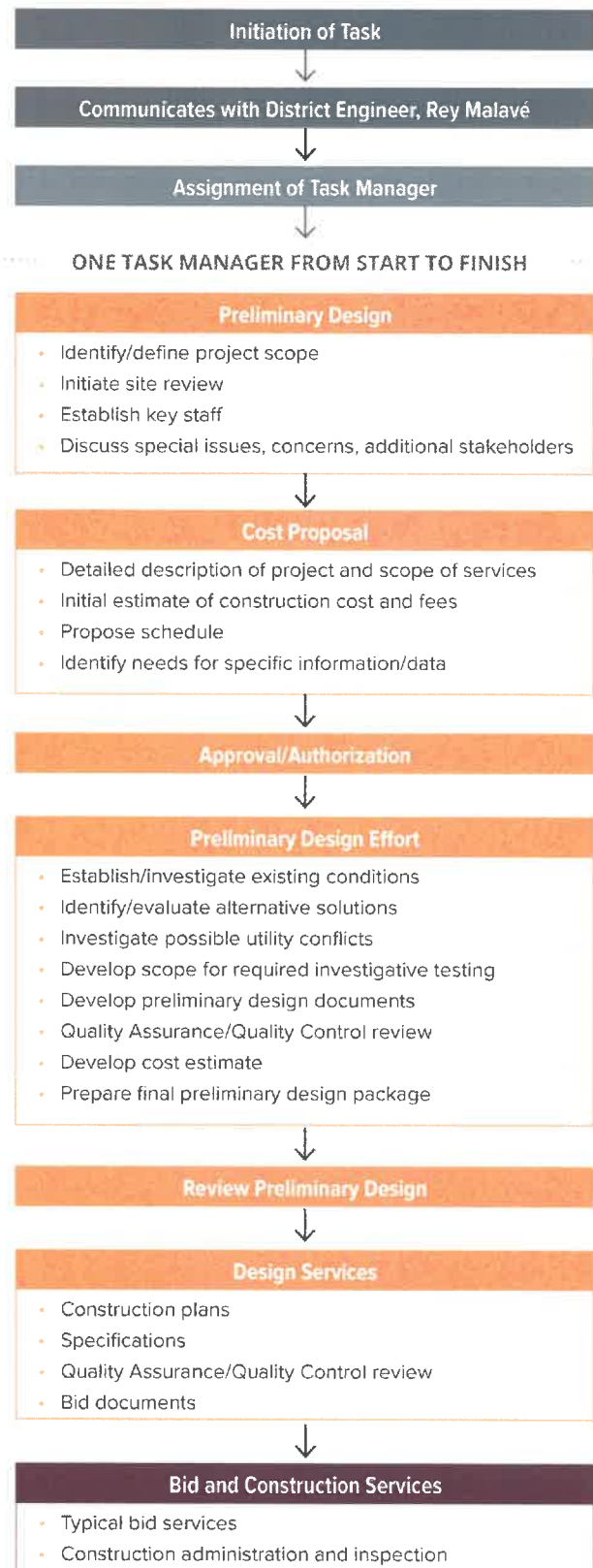
PROJECT SCHEDULE

The importance of maintaining the project schedule through the design or review process cannot be overstated. Dewberry is committed to developing and adhering to the project schedule for each assignment. This is important to us because if we fail to successfully complete any assignment on time, our ability to obtain additional assignments with Hammock Reserve will be limited. Furthermore, we will maintain an overall schedule of projects to help with internal and external coordination. We fully understand what is required to keep a project on schedule. The following proven actions will be used by our team to control the project schedule:

- **Experienced Client Manager:** Our District Engineer, Rey Malave, routinely manages multi-discipline projects, where coordination is critical. Dewberry's wide range of in-house services ensures close coordination between each discipline, enabling us to direct our staffing resources.
- **Weekly Team Meetings:** Coordination will be ensured through weekly team meetings. These meetings will be used to track progress on individual tasks and as a planning tool.
- **Monthly Progress Reports:** Monthly progress reports will be supplied to the Hammock Reserve. These reports will be an effective snapshot of the status of each assignment and will be used to identify any potential schedule issues.
- **Being Proactive:** While managing the schedule, we will be proactive (vs. reactive) on all tasks. Emphasis will be placed on the activity start dates to ensure timely completion.

NPDES MS4 PROGRAM SUPPORT

Having completed numerous programs for other cities and counties, we understand the MS4 Program and have the staff that will assist the CDD in updates, compliance questions, and recommendations as needed in the ongoing program.



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

INDEPENDENT PEER REVIEW

An independent peer review is performed for each phase submittal. This review is performed by senior level staff not directly involved in the project and may be located in a separate office.

CONSTRUCTABILITY/BIDABILITY REVIEW

Prior to the 90 and 100 percent submittals, the plans will be subjected to a constructability/bidability review. This review will be performed by our in-house construction administrators.

Quality Assurance/Quality Control

Dewberry understands the value of repeat business. Our commitment to personalized client service is such that we guarantee we will respond to each client's needs promptly and effectively. From the beginning, we recognized that functional efficiency and technical excellence must be provided as a matter of course in engineering design. Each project produced by our firm reflects this corporate commitment to excellence and our insurance is our Quality Control Plan. Our Quality Assurance Plan and procedures are based on the philosophies that:

- **Plan:** Quality is controlled by adequate planning, coordination, supervision and technical direction, proper definition of job requirements and procedures, and the involvement of experienced professionals.
- **Do:** Quality is achieved by individuals performing work functions carefully and "doing it right the first time".
- **Check:** Quality is verified through checking, reviewing, and supervising work activities, with documentation by objective individuals who were not directly responsible for performing the initial work.
- **Act:** Quality is ensured by having a manager perform quality assurance functions that involve monitoring and close review of not only the work but also the procedures used in performing the work.

Asset Management

Dewberry is a leader in developing comprehensive, strategic asset management programs for public infrastructure. We typically utilize and coordinate with IT, GIS, mapping, and other appropriate technologies. Our asset management services are part of an approach for helping clients build dynamic, sustainable organizations that are capable of and committed to delivering the highest possible level of value and service to their customers.

Our team brings a level of credibility to the process that cannot be gained from a strict management-only consulting approach. Over the coming future years, aging infrastructure will require an increasing higher portion of an organization's Capital and Renewal & Replacement (R&R) dollars. Planning today must focus on risk based assessments, including targeted condition assessment to quantify and prioritize limited R&R and capital dollars. The Dewberry Team is comprised of subject matter experts that champion this innovative approach.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



33. NAME AND TITLE

Rey Malavé, PE, Associate Vice President

32. DATE

4.15.2022

ARCHITECT – ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER
(IF ANY)

2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc.			Dewberry		3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER 078839109
2b. STREET 800 North Magnolia Avenue, Suite 1000					5. OWNERSHIP	
2c. CITY Orlando	2d. STATE FL	2e. ZIP CODE 32803-3251		a. TYPE Corporation		
6a. POINT OF CONTACT NAME AND TITLE Kevin E. Knudsen, PE, Vice President				b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 321.354.9646		6c. EMAIL ADDRESS kknudsen@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.		
8a. FORMER FIRM NAME(S) (If any)				8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	215	8	B02	Bridges	6
08	CADD Technician	78	5	C16	Construction Surveying	2
12	Civil Engineer	301	13	E09	Environmental Impact Studies, Assessments or Statements	1
15	Construction Inspector	104	1	H11	Housing (Residential, Multi-Family; Apartments; Condominiums)	4
16	Construction Manager	49	1	L02	Land Surveying	6
20	Economists/Financial Analysts	44	4	L10	Land Development, Residential	6
21	Electrical Engineer	78	1	L11	Land Development, Commercial	5
24	Environmental Scientist	51	5	L12	Land Development, Industrial	2
38	Land Surveyor	193	33	L13	Land Development, Public	3
39	Landscape Architect	34	4	S09	Structural Design; Special Structures	1
47	Planner: Urban/Regional	40	3	S10	Surveying; Platting; Mapping; Flood Plain Studies	5
48	Program Analyst/Program Manager	24	1	T03	Traffic & Transportation Engineering	7
56	Technical/Specification Writer	50	1	T04	Topographic Surveying and Mapping	5
57	Structural Engineer	141	6	T05	Towers (Self-Supporting & Guyed Systems)	3
58	Technician/Analyst	4	1	W02	Water Resources; Hydrology; Ground Water	1
60	Transportation Engineer	167	24	W03	Water Supply; Treatment and Distribution	1
62	Water Resources Engineer	118	5			
	Water/Wastewater Engineer	103	3			
	Other Employees	490	4			
	Total	2284	123			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	8	3. \$250,000 to less than \$500,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	8	4. \$500,000 to less than \$1 million	5. \$1 million to less than \$2 million		

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE April 15, 2022
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

SECTION 2: Firm Licenses



FIRM LICENSES

State Licenses

State of Florida Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on June 14, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of January,
2022*



Ronald R. DeBevoise
Secretary of State

Tracking Number: 4712508670CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No. **LB8011**
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Please be advised that as of February 2021, the Florida Board of Professional Engineers (FBPE) does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates, only a requirement that they be currently listed on the Board's registry. Dewberry Engineers Inc. is up-to-date on professional registration to the board, which can be confirmed with a Florida Department of Business & Professional Regulation (DBPR) licensee search.

The screenshot shows the Florida DBPR Online Services interface. The top navigation bar includes the Florida DBPR logo and the text 'DBPR ONLINE SERVICES'. A sidebar on the left contains links for 'Log On', 'Search for a Licensee', 'Apply for a License', 'View Application Status', 'Find Exam Information', 'File a Complaint', 'ABAT Delinquent', 'Invoice & Activity', and 'Last Search'. The main content area displays the following details:



Licensee Details	
Licensee Information	
Name:	DEWBERRY ENGINEERS INC. (Primary Name)
Main Address:	8401 ARLINGTON BLVD. FAIRFAX Virginia 22031
County:	OUT OF STATE
License Mailing:	
LicenseLocation:	
License Information	
License Type:	Registry
Rank:	Registry
License Number:	8794
Status:	Current
Licensure Date:	02/09/2001
Expires:	
Special Qualifications	Qualification Effective
Alternate Names	

The screenshot shows the Florida DBPR Online Services interface for a different licensee. The top navigation bar includes the Florida DBPR logo and the text 'DBPR ONLINE SERVICES'. A sidebar on the left contains links for 'Log On', 'Search for a Licensee', 'Apply for a License', 'View Application Status', 'Find Exam Information', 'File a Complaint', 'ABAT Delinquent', 'Invoice & Activity', and 'Last Search'. The main content area displays the following details:

Licensee Details	
Licensee Information	
Name:	BEIGHT, JAMES L. (Primary Name) DEWBERRY ARCHITECTS INC (DBA Name)
Main Address:	8401 ARLINGTON BLVD FAIRFAX Virginia 22031-4666
County:	OUT OF STATE
License Mailing:	
LicenseLocation:	
License Information	
License Type:	Architect
Rank:	Architect
License Number:	ARD012022
Status:	Current,Active
Licensure Date:	12/07/1987
Expires:	02/28/2023
Special Qualifications	Qualification Effective
Alternate Names	

Individual Licenses


Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



MALAVE, REINARDO



[REDACTED]

LICENSE NUMBER: PE31588
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

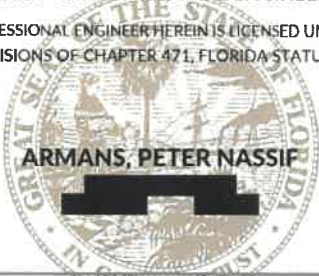
Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



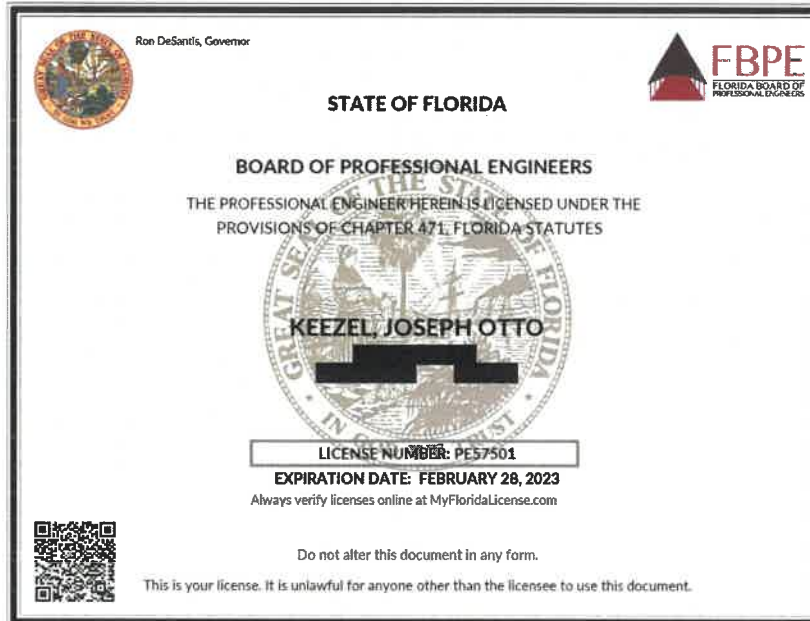
ARMANS, PETER NASSIF

[REDACTED]



LICENSE NUMBER: PE87064
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.




Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES




KEEZEL, JOSEPH OTTO

[REDACTED]

LICENSE NUMBER: PE57501

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.




Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



MORIN, MARYBETH

[REDACTED]

LICENSE NUMBER: PE57547

EXPIRATION DATE: FEBRUARY 28, 2023



Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES




CARRIGAN, SEAN VICTOR

LICENSE NUMBER: PE79041



EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES




PEREIRA, JOSE ATILANO
209 ABERDEEN PARKWAY
PANAMA CITY FL 32405

LICENSE NUMBER: PE92808

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



**Society of Wetland Scientists
Professional Certification Program, Inc**

renews the designation

Professional Wetland Scientist

For

Nicole Gough

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel.
Professional Wetland Scientist Number 2585 issued on 7/15/2015 and recertified on 2/1/2020.
Due to recertify again by 7/15/2025.



Matthew Simpson, PWS
President

Pat Frost, PWS
Certification Renewal Chair



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5381**

Expiration Date February 28, 2023

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

WILLIAM DOUGLAS DONLEY
[Redacted Address]

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Ron DeSantis, Governor Halsey Beshears, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE


THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

URCHUK, MICHAEL JOHN
[REDACTED]

LICENSE NUMBER: LA6666675

EXPIRATION DATE: NOVEMBER 30, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 3: Qualifications and Experience



QUALIFICATIONS AND EXPERIENCE

Ability and Adequacy of Professional Personnel

We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required. Our firm has a varied array of experience, disciplines, and available resources available to provide the required services to the Hammock Reserve CDD. Our team can provide engineering design, planning management, technical, and administrative services as requested by Hammock Reserve CDD and will make a commitment to prioritize the CDD's needs.

Our District Engineer, **Rey Malavé, PE**, Associate Vice President at Dewberry, has 42 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across Florida. This includes Dowden West CDD in Orlando, Live Oak Lake CDD (Twin Lakes Development) in Osceola County, Cascades at Groveland CDD in Groveland; Baytree CDD in Brevard County, and the Lakewood Ranch CDDs in Sarasota and Manatee Counties.

Rey has a proven track record for meeting budgets and schedules on complex and short time frame design projects. He is known for his ability to quickly adapt to changing schedules, design parameters, and client needs. Rey's diversified background in engineering design includes all aspects of land development engineering including master drainage, stormwater management design, site grading, water and reclaim distribution, sewer collection/transmission systems, and project reviews for permitting agencies.

Serving as Assistant District Engineer is **Peter Armans, PE**. He has 12 years of experience in planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

Why Dewberry?



District Engineer for 25+ CDDs across Florida



Local, experienced District Engineer ready to work for you



Comprehensive understanding of CDD's infrastructure and operational needs



300+ employees in 15 offices within Florida, including a local office in Orlando



Cohesive group of professionals integrated across service areas to leverage success for our clients



60+ years helping clients build and shape communities

Our project management and organizational structure within each key service areas demonstrates our thorough understanding of the scope of this contract and our desire to meet the objectives of the project assignments.

Our senior experienced professionals are all well versed in addressing their particular specialty area and have associates working under their direction to efficiently tackle any assignment from Hammock Reserve CDD. This organizational structure has a long history of success as a model that Dewberry has implemented across the country for similar CDDs and public agencies.

We will continue to develop and apply innovative concepts and techniques to effectively and efficiently design and manage all tasks. It is important to note that Dewberry is a full-service civil engineering firm that can meet your needs for any project – large or small. Dewberry can react quickly to your requests and provide all technical support under one roof.



FIGURE 3.1 We build strong and lasting relationships with our clients. The caliber of our people and combining unsurpassed client service with deep subject matter expertise is what sets us apart. We operate with the highest level of ethics and transparency. Our integrity—and that of our people—is second to none. Personal commitment to our clients and standing behind our work are two central tenants of our cultural statement, “Dewberry at Work.”

For more information on our project management team, we have provided resumes in our Standard Form 330 included in **Section 1: Standard Form 330** of our proposal.

Certified Minority Business

Dewberry Engineers Inc. is not a certified minority business.

Willingness to Meet Time and Budget Requirements

Dewberry recognizes the importance of maintaining project budgets. We have a long history of providing on-schedule services and projects that fit within the client’s budget. Over 85% of our work is from repeat clients ... a testament to our ability to work within a budget and schedule.

The following proven actions will be used by our team to control the project budget:

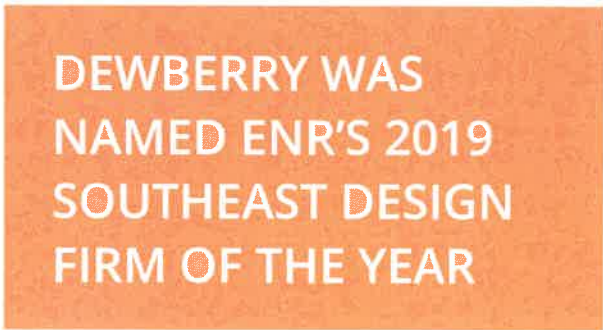
- **Experienced Staff:** The most effective means of meeting the design budget and schedule is by using experienced staff with the knowledge, training, and equipment necessary to perform their assigned tasks. Dewberry’s Project Team has these attributes.
- **Construction Budget Controls:** We are acutely aware of the volatile construction materials market and its impact on construction budgets. As such, we periodically update our cost data to ensure that the most current unit prices are being used for the construction cost estimates.
- **Project Schedule:** One way we keep costs in line is by developing and maintaining a schedule for each task. We build a design quality control checking date into every schedule prior to the submittal date for all project deliverables. We have found that focusing on the submittal date often results in rushed or incomplete quality control checks of the plans. Therefore, we will schedule a quality check date at least two weeks prior to the submittal date to make sure that the process is completed. This also allows our District Engineer and team to focus on the quality control date, resulting in plenty of time for the process to work and thus further committing to the project’s budget.

Past Experience and Performance

For more than 45 years, our land development professionals have combined an unsurpassed commitment to serving Florida developers with a deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 25 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to the continued operations.

Our clients benefit from our local experience and presence, and our familiarity with entitlement issues, plan development and review processes, and local codes and ordinances. We offer creative and cost-effective designs that transform communities.

We provide our residential clients with a range of services that include land planning, entitlement approval, infrastructure design and permitting, surveying, stormwater modeling, environmental review and permitting, sustainable design, landscape architecture, and cost and schedule estimating. We envision and help realize



possibilities to enrich communities, restore built and natural environments, and manage positive change.

The following table demonstrates our CDD experience throughout Florida:

<u>CDD/Location</u>	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
Baytree CDD , Brevard County, FL	●	●		●	●	●	●			●
Cascades at Groveland CDD , Groveland, FL	●	●	●	●	●	●	●		●	●
Country Greens CDD (Sorrento Springs CDD) , Lake County, FL	●	●	●	●	●	●	●	●	●	●
Covington Park CDD , Hillsborough County, FL	●	●		●	●	●	●	●	●	●
Deer Run CDD , Flagler County, FL	●	●		●	●	●		●	●	●
Dowden West CDD , Orange County, FL	●	●	●	●	●	●	●	●	●	●
East Park CDD , Orange County, FL	●	●		●			●		●	●
Greater Lakes - Sawgrass Bay CDD , Lake Wales, FL	●	●		●			●		●	●
Highland Meadows CDD , Polk County, FL	●	●		●	●	●	●	●	●	●
Lake Emma CDD , Groveland, FL	●	●	●	●	●	●	●		●	●
Lakewood Ranch CDDs 1, 2, 4, 5, 6 , Manatee County, FL	●	●		●			●	●	●	●
Lakewood Ranch Stewardship , Manatee County, FL	●	●		●	●	●			●	
Live Oak Lake (Twin Lakes Development) CDD , Osceola County, FL	●	●	●	●	●	●	●	●	●	●

<u>CDD/Location</u>	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
Montecito CDD , Brevard County, FL	●			●					●	●
Narcoossee CDD , Orange County, FL	●	●		●			●		●	●
On-Top-of-the-World CDDs , Marion County, FL	●	●		●	●	●			●	●
Osceola Chain of Lakes , Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Reedy Creek Improvement District , Osceola County, FL	●	●		●			●		●	●
Reunion Resort CDD , Osceola County, FL	●	●		●		●			●	●
East 547 CDD , Polk County, FL	●	●		●			●		●	●
Eden Hills CDD , Polk County, FL	●	●		●			●		●	●
VillaSol CDD , Osceola County, FL	●	●		●	●	●		●	●	●
West Villages Improvement District , Sarasota County, FL	●	●	●	●	●	●	●	●	●	●

Geographic Location

With 15 office locations and over 300 employees in Florida, we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office, Rey and Peter will be responsive, make frequent visits, and be readily available for meetings, presentations, or site visits. Additionally, our project team includes local, Orlando staff members proposed for this contract, which leads all components of our assignments to be developed concurrently by a cohesive team.

By utilizing our extensive presence within Central Florida, our approach to the District’s projects will combine our understanding of the various project assignments with our experience in identifying the District’s needs to develop the appropriate project team for each assignment. This allows us to minimize the time needed from project request to “boots on the ground” activity.

In addition, our Project Team is supported by nationally-recognized subject matter experts and dedicated quality control staff who have the required capacity to provide the array of required services to the Hammock Reserve. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.

Current and Projected Workloads

Dewberry has an excellent track record of meeting time and budget requirements on the projects we have highlighted in this response and will meet this goal with the Hammock Reserve CDD. **We are fully available for this contract!**

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, ROW mappers, roadway engineers, MOT engineers, and construction inspection personnel, has the capacity to address all of the District’s needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit to the District our dedicated team members for these important projects.

Volume of Work Previously Awarded to Consultant by District

Although Dewberry has not worked for the Hammock Reserve CDD, we have extensive working experience with numerous CDDs. As demonstrated throughout our proposal, we currently serve as the District Engineer for over 25 CDDs in Florida, which allows us to provide Hammock Reserve with the unique experience, familiarity, and understanding of the type of services that will be requested.



 **Dewberry**

www.dewberry.com