

*Eagle Hammock  
Community Development District*

*Meeting Agenda*

*August 10, 2022*

# AGENDA

# *Eagle Hammock*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

August 3, 2022

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

Dear Board Members:

A meeting of the Board of Supervisors of the **Eagle Hammock Community Development District** will be held on **Wednesday, August 10, 2022, at 2:00 PM** at **4900 Dundee Road, Winter Haven, FL 33884**.

**Zoom Video Join Link:** <https://us06web.zoom.us/j/86467453122>

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

**Meeting ID:** 864 6745 3122

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the July 7, 2022 Continued Board of Supervisors Meeting and the July 13, 2022 Board of Supervisors Meeting
4. Public Hearings
  - A. Public Hearing on the Adoption of the Fiscal Year 2021/2022 and 2022/2023 Budgets
    - i. Consideration of Resolution 2022-42 Adopting the District's Fiscal Year 2021/2022 Budget and Appropriating Funds (*updated budget to be provided under separate cover*)

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<sup>1</sup> Comments will be limited to three (3) minutes

- ii. Consideration of Resolution 2022-43 Adopting the District's Fiscal Year 2022/2023 Budget and Appropriating Funds (*updated budget to be provided under separate cover*)
    - iii. Consideration of Fiscal Year 2022/2023 Developer Budget Funding Agreement (*updated budget to be provided under separate cover*)
  - B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
    - i. Consideration of Resolution 2022-44 Imposing Special Assessments and Certifying an Assessment Roll
- 5. Consideration of Resolution 2022-45 Ratifying the Series 2022 Bonds
- 6. Consideration of Disclosure of Public Financing
- 7. Ratification of the Series 2022 Developer Agreements and Acquisition Documents
- 8. Consideration of Resolution 2022-46 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023
- 9. Ratification of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Check Register (*to be provided under separate cover*)
    - ii. Balance Sheet & Income Statement (*to be provided under separate cover*)
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment



# MINUTES

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

The continued meeting of the Board of Supervisors of the Eagle Hammock Community Development District was held on Wednesday, **July 7, 2022** at 3:30 p.m. at 4900 Dundee Road, Winter Haven, Florida and by Zoom.

Present and constituting a quorum were:

|                   |                     |
|-------------------|---------------------|
| Branden Eckenrode | Chairman            |
| Brent Elliott     | Vice Chairman       |
| Halsey Carson     | Assistant Secretary |

Also, present were:

|             |                       |
|-------------|-----------------------|
| Jill Burns  | District Manager, GMS |
| Roy Van Wyk | KE Law                |
| Rodney Gadd | Engineer              |

*The following is a summary of the discussions and actions taken at the July 7, 2022 Eagle Hammock Community Development District's Continued Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order at 3:30 p.m. Three Supervisors were in attendance at the meeting constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-39  
Supplemental Assessment Resolution**

Ms. Burns reviewed Resolution 2022-39 for the Board. She noted that on June 15 the District entered into a Bond Purchase Contract and agreed to sell \$3.8 million of its special assessment bonds. This resolution sets forth the specific terms of the sale of the Series 2022 bonds.

It confirms the levy of the special assessments that are securing those bonds. They are scheduled to close tomorrow. The Board had no questions on the resolution.

On MOTION by Mr. Elliott, seconded by Mr. Eckenrode, with all in favor, Resolution 2022-39 Supplemental Assessment Resolution, was approved.

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk noted again that the following day would be the closing. He stated that all the acquisition documents were in place.

**B. Engineer**

Mr. Gadd had nothing further to report at this time.

**C. District Manager's Report**

Ms. Burns had nothing further to report to the Board.

**FIFTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Elliott, seconded by Mr. Eckenrode, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

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

The regular meeting of the Board of Supervisors of the Eagle Hammock Community Development District was held on Wednesday, **July 13, 2022** at 2:00 p.m. at 4900 Dundee Road, Winter Haven, Florida and by Zoom.

Present and constituting a quorum were:

|               |                     |
|---------------|---------------------|
| Brent Elliott | Vice Chairman       |
| Halsey Carson | Assistant Secretary |
| Wendy Kerr    | Assistant Secretary |

Also, present were:

|                |                       |
|----------------|-----------------------|
| Jill Burns     | District Manager, GMS |
| Lauren Gentry  | KE Law                |
| Grace Kobitter | KE Law                |
| Rodney Gadd    | Gadd Engineering      |
| Jeremy LeBrun  | GMS                   |

*The following is a summary of the discussions and actions taken at the July 13, 2022 Eagle Hammock Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order at 2:00 p.m. Three Supervisors were in attendance at the meeting constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the June 8,  
2022 Board of Supervisors Meeting**

Ms. Burns presented the June 8, 2022 Board of Supervisors meeting minutes and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Minutes of the June 8, 2022 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-40  
Amending Resolution 2022-10 and Re-  
Setting the Date of the Public Hearing on  
the Budget for Fiscal Years 2022 and 2023**

Ms. Burns noted that after discussion with Board members, they needed to revise the budget. The per unit net amount was \$650 and there was a developer contribution. Ms. Burns suggested setting the public hearing for August 24, 2022 at 1:00 p.m.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2022-40 Amending Resolution 2022-10 and Re-Setting the Date of the Public Hearing on the Budget for Fiscal Year 2022 and 2023 for August 24, 2022 at 1:00 p.m., was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-41  
Declaring Special Assessments and Setting  
the Public Hearing on the Imposition of  
Operations and Maintenance Assessments**

Ms. Burns reviewed the resolution and noted that this would be a separate O&M hearing to levy first time O&M assessments on all the platted lots. She suggested setting the public hearing on August 24, 2022 at 1:00 p.m.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2022-41 Declaring Special Assessments and Setting the Public Hearing on the Imposition of Operations and Maintenance Assessments for August 24, 2022 at 1:00 p.m., was approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Gentry had nothing further to report.

**B. Engineer**

Mr. Gadd had nothing further to report.

**C. District Manager's Report**

Ms. Burns had nothing to report to the Board.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

|   |
|---|
| On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the meeting was adjourned. |
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

# SECTION A



# SECTION 1

## RESOLUTION 2022-42

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Eagle Hammock Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Eagle Hammock Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$ \_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

|                                 |          |
|---------------------------------|----------|
| TOTAL GENERAL FUND              | \$ _____ |
| DEBT SERVICE FUND (SERIES 2022) | \$ _____ |
| TOTAL ALL FUNDS                 | \$ _____ |

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within sixty (60) days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to the budget under subparagraphs c. and d. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 10<sup>TH</sup> DAY OF AUGUST, 2022.**

ATTEST:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Fiscal Year 2021/2022 Budget

*Updated  
Budget to be  
provided under  
separate cover.*

## SECTION 2

## **RESOLUTION 2022-43**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Eagle Hammock Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Eagle Hammock Community Development District for the Fiscal Year Ending September 30, 2023.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

## SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$ \_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

|                                 |          |
|---------------------------------|----------|
| TOTAL GENERAL FUND              | \$ _____ |
| DEBT SERVICE FUND (SERIES 2022) | \$ _____ |
| TOTAL ALL FUNDS                 | \$ _____ |

## SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within sixty (60) days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.



- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to the budget under subparagraphs c. and d. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 10TH DAY OF AUGUST, 2022.**

ATTEST:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Fiscal Year 2022/2023 Budget

*Updated  
Budget to be  
provided under  
separate cover.*

## SECTION 3

**EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**Eagle Hammock Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Eagle Lake, Polk County, Florida (hereinafter "**District**"), and

**Eagle Hammock of Eagle Lake, LLC**, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884 (“**Developer**”).

**RECITALS**

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

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

**WHEREAS**, the Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023 Budget**”); and

**WHEREAS**, this Fiscal Year 2022/2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property in the full amount needed to fund the Fiscal Year 2022/2023 Budget, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect the full amount of non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, the Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided 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:

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

2. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2022/2023 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien

against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

4. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser. The Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

5. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

7. **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.

8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

9. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then-unfunded portion of the Fiscal Year 2022/2023 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. The Developer shall give 90 days' prior written notice to the District under this Agreement of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH TRANSACTION.** 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

13. **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.

14. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

Attest:

**Eagle Hammock Community  
Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

**Eagle Hammock of Eagle Lake, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

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

**EXHIBIT A:** Property Description

**EXHIBIT B:** Fiscal Year 2022/2023 Budget



## EXHIBIT A: Property Description

EAGLE HAMMOCK CDD  
POLK COUNTY, FLORIDA  
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

**EXHIBIT B:** Fiscal Year 2022/2023 Budget

*Updated  
Budget to be  
provided under  
separate cover.*

## SECTION B

# SECTION 1

## RESOLUTION 2022-44

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eagle Hammock Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Polk County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Eagle Hammock Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment

Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 10th day of August, 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

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

Its: \_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll



*Updated  
Budget to be  
provided under  
separate cover.*

|  |
|--|
| <b>Eagle Hammock CDD</b><br><b>FY 23 Assessment Roll</b> |
|--|

| PARCEL ID          | Units | Type | O&M      | Debt       | Total      |
|--------------------|-------|------|----------|------------|------------|
| 262908686703000010 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000020 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000030 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000040 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000050 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000060 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000070 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000080 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000090 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000100 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000110 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000120 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000130 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000140 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000150 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000160 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000170 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000180 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000190 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000200 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000210 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000220 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000230 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000240 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000250 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000260 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000270 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000280 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000290 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000300 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000310 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000320 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000330 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000340 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000350 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000360 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000370 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000380 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000390 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000400 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |

| PARCEL ID          | Units | Type | O&M      | Debt       | Total      |
|--------------------|-------|------|----------|------------|------------|
| 262908686703000410 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000420 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000430 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000440 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000450 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000460 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000470 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000480 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000490 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000500 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000510 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000520 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000530 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000540 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000550 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000560 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000570 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000580 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000590 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000600 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000610 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000620 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000630 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000640 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000650 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000660 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000670 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000680 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000690 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000700 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000710 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000720 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000730 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000740 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000750 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000760 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000770 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000780 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000790 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000800 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000810 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000820 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000830 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |

| PARCEL ID          | Units | Type | O&M      | Debt       | Total      |
|--------------------|-------|------|----------|------------|------------|
| 262908686703000840 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000850 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000860 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000870 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000880 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000890 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000900 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000910 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000920 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000930 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000940 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000950 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000960 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000970 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703000980 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703000990 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001000 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001010 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001020 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001030 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001040 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001050 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001060 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001070 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001080 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001090 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001100 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001110 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001120 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001130 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001140 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001150 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001160 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001170 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001180 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001190 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001200 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001210 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001220 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001230 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001240 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001250 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001260 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |

| PARCEL ID          | Units | Type | O&M      | Debt       | Total      |
|--------------------|-------|------|----------|------------|------------|
| 262908686703001270 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001280 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001290 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001300 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001310 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001320 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001330 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001340 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001350 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001360 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001370 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001380 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001390 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001400 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001410 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001420 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001430 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001440 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001450 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001460 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001470 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001480 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001490 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001500 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001510 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001520 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001530 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001540 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001550 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001560 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001570 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001580 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001590 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001600 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001610 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001620 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001630 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001640 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001650 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001660 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001670 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001680 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001690 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |

| PARCEL ID          | Units | Type | O&M      | Debt       | Total      |
|--------------------|-------|------|----------|------------|------------|
| 262908686703001700 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001710 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001720 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001730 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001740 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001750 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001760 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001770 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001780 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001790 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001800 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001810 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001820 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001830 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001840 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001850 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001860 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001870 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001880 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001890 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001900 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001910 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001920 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001930 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001940 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001950 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001960 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703001970 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001980 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703001990 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002000 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002010 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002020 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002030 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002040 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002050 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002060 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002070 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002080 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002090 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002100 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002110 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002120 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |

| PARCEL ID          | Units | Type | O&M      | Debt       | Total      |
|--------------------|-------|------|----------|------------|------------|
| 262908686703002130 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002140 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002150 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002160 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002170 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002180 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002190 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002200 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002210 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002220 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002230 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002240 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002250 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002260 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002270 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002280 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002290 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002300 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002310 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002320 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002330 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002340 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002350 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002360 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002370 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002380 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002390 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002400 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002410 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002420 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002430 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002440 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002450 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002460 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002470 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002480 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002490 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002500 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002510 | 1     | 40   | \$698.92 | \$944.19   | \$1,643.11 |
| 262908686703002520 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002530 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002540 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |
| 262908686703002550 | 1     | 50   | \$698.92 | \$1,180.24 | \$1,879.16 |

| <b>PARCEL ID</b>               | <b>Units</b> | <b>Type</b> | <b>O&amp;M</b>      | <b>Debt</b>         | <b>Total</b>        |
|--------------------------------|--------------|-------------|---------------------|---------------------|---------------------|
| 262908686703002560             | 1            | 50          | \$698.92            | \$1,180.24          | \$1,879.16          |
| 262908686703002570             | 1            | 50          | \$698.92            | \$1,180.24          | \$1,879.16          |
| 262908686703002580             | 1            | 50          | \$698.92            | \$1,180.24          | \$1,879.16          |
| 262908686703002590             | 1            | 40          | \$698.92            | \$944.19            | \$1,643.11          |
| 262908686703002600             | 1            | 40          | \$698.92            | \$944.19            | \$1,643.11          |
| 262908686703002610             | 1            | 40          | \$698.92            | \$944.19            | \$1,643.11          |
| 262908686703002620             | 1            | 50          | \$698.92            | \$1,180.24          | \$1,879.16          |
| 262908686703002630             | 1            | 50          | \$698.92            | \$1,180.24          | \$1,879.16          |
| <b>Total Gross Assessments</b> | <b>263</b>   |             | <b>\$183,815.96</b> | <b>\$274,995.62</b> | <b>\$458,811.58</b> |
| <b>Total Net Assessments</b>   |              |             | <b>\$172,787.00</b> | <b>\$258,495.88</b> | <b>\$431,282.89</b> |



## SECTION V

## RESOLUTION 2022-45

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$3,800,000 EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (SERIES 2022 PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eagle Hammock Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Eagle Lake, Florida; and

**WHEREAS**, the District previously adopted Resolution No. 2022-26 and Resolution No. 2022-38 on March 16, 2022 and June 8, 2022, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of \$3,800,000 Eagle Hammock Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the “**Series 2022 Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “Series 2022 Project”; and

**WHEREAS**, the District closed on the issuance of the Series 2022 Bonds on July 8, 2022; and

**WHEREAS**, as prerequisites to the issuance of the Series 2022 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (the “**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2022 Bonds.

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

**SECTION 1.** The issuance of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 10th day of August 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

## SECTION VI

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Eagle Hammock Community Development District  
c/o Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801

**DISCLOSURE OF  
PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>**

**Eagle Hammock Community Development District**

Brandon Eckenrode  
Chairperson

Halsey Carson  
Assistant Secretary

Brent Elliott  
Vice Chairperson

Dottie Mobley  
Assistant Secretary

Wendy Kerr  
Assistant Secretary

Governmental Management Services – Central Florida, LLC  
District Manager  
219 E. Livingston St.  
Orlando, Florida 32801  
(407) 841-5524

*District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 E. Livingston St., Orlando, Florida 32801, and at the District's local records office at 4900 Dundee Road, Winter Haven, Florida 33884, and are available for public inspection upon request during normal business hours.*

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of August 10, 2022. For a current list of Board Members, please contact the District Manager's office.

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# **EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT**

## **INTRODUCTION**

The Eagle Hammock Community Development District (“**District**” or “**CDD**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF  
PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Eagle Hammock Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

**What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. O-22-08, enacted by the Board of City Commissioners of the City of Eagle Lake, Florida, which was adopted on March 7, 2022. The District encompasses approximately 108.77 acres of land, more or less, located within the City of Eagle Lake, Florida (the “**City**”), Polk County, Florida (the “**County**”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when six (6) years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County (“**County**”). Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.



**What infrastructure improvements does the District provide  
and how are the improvements funded?**

The District is comprised of approximately 108.77 acres of land located entirely within the City. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to stormwater management facilities, public roadways, water and wastewater facilities, off-site improvement, amenities and parks, electric utilities and lighting, entry feature, and other improvements authorized by Chapter 190, Florida Statutes. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted the *Eagle Hammock Community Development District Engineer’s Report for Capital Improvements*, dated May 24, 2022, which details all of the improvements contemplated for the completion of the infrastructure of the District (the “**Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**” or “**CIP**”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On June 1, 2022, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$10,500,000 in Special Assessment Bonds for infrastructure needs of the District.

On July 8, 2022, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for a portion of the Capital Improvement Plan (the “**Series 2022 Project**”) On that date, the District issued its Eagle Hammock Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$3,800,000 (the “**Series 2022 Bonds**”).

**Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff 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 a combination of wet and dry 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 existing jurisdictional wetlands within the District.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0530G demonstrates that the property is located within Flood Zone X and AE. Based on this information and the site topography, floodplain compensation will be required and is proposed.

During the construction of stormwater management facilities, utilities and roadway improvements, the District or its contractors 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 internal proposed public roadway sections are to be 50' rights-of-way with 20' of asphalt and Miami 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.

### **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 Eagle Lake Public Utilities. These facilities will be installed within the proposed public rights-of-way within the District and within existing public rights-of-way adjacent to the District. This water will provide potable (domestic) and fire protection services which will serve the lands within the 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. No District Bonds will be used to finance sewer laterals serving private lots. A single lift station will transport wastewater flow from the lift stations, via a 6" force main to connect to the existing system along Eagle Lake Loop Rd.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lane(s) and offsite roadway improvements necessary at the development entrance. Anticipated improvements include a left and right turn lane at the project's entrance. Upon completion 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 an amenity center to include the following: parking area, amenity building with restrooms, pool, and walking trails. All paths, parks, etc. discussed in

this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by TECO to underground such systems on public right of way. Electric facilities funded by the District will be owned and maintained by the District, with TECO providing underground electrical service to the development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD. These lights are presently anticipated to be owned, operated, and maintained by the District. Alternatively, the District may fund and install the necessary electrical conduit and enter into an agreement with TECO for the streetlights.

### **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 utilize potable water or wells. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover and trees for the internal roadways within the development. These items will be funded, owned and maintained by the CDD.

### **Assessments, Fees and Charges**

A portion of the master infrastructure improvements of the Project, identified in the District's Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Bonds. The amortization schedules for the Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology for Eagle Hammock Community Development District*, dated March 16, 2022, as supplemented by the *Supplemental Assessment Methodology for Eagle Hammock Community Development District*, dated June 15, 2022 (together, the "**Assessment Report**"), are available for review in the District's public records.

The Series 2022 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2022 Project (the "**Series 2022 Special Assessments**"). The Series 2022 Special Assessments will be levied initially on the approximately 108.77 acres of land, more or less, located within the District, which Series 2022 Assessment Area lands are planned for 263 single-family homes. The Series 2022 Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2022 Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Series 2022 Project to those lands within the District benefiting from the Series 2022 Project.

The Series 2022 Special Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”), which may be determined and calculated annually by the District’s Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

### **Method of Collection**

The District’s Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled “non-ad valorem assessments,” and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.**

This description of the Eagle Hammock Community Development District’s operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Eagle Hammock Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District’s public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District’s activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager’s office with regard to any questions or points of interest raised by the information presented herein.

*[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been approved and executed as of the 10<sup>th</sup> day of August 2022, and recorded in the Official Records of Polk County, Florida.

**EAGLE HAMMOCK  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Brandon Eckenrode  
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 Brandon Eckenrode, as Chairperson of the Board of Supervisors of the Eagle Hammock Community Development District.

[notary seal]

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

## **EXHIBIT A**

### **EAGLE HAMMOCK CDD**

#### **LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH

LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

## SECTION VII



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

**(SERIES 2022 BONDS)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 8<sup>th</sup> day of July 2022, by and between:

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

**EAGLE HAMMOCK OF EAGLE LAKE, LLC**, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884, and its successors and assigns (the “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 Eagle Lake, 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**, Developer is the owner and/or developer of all lands within the District (“District Lands”), described in **Exhibit A**, which will be subject to the proposed issuance of the Series 2022 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 *Eagle Hammock Community Development District Engineer’s Report for Capital Improvements*, dated May 24, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit B**, and the estimated costs of the portion of the Improvements, described as (the “Series 2022 Project”), are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on the District Lands within the District (the “Series 2022 Special Assessments”), to secure financing for a portion of the construction of the Series 2022 Project described in **Exhibit B**, and has validated \$10,500,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Series 2022 Project; and

**WHEREAS**, the District intends to finance all or a portion of the Series 2022 Project through the anticipated issuance of its Eagle Hammock Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$3,800,000 (the “Series 2022 Bonds”); and

**WHEREAS**, Developer has requested that the District limit the amount of debt special assessments imposed upon District Lands subject to the Series 2022 Special Assessments by allowing the Developer to directly fund a portion of the Series 2022 Project; and

**WHEREAS**, Developer has agreed to complete or cause funds to be provided to the District to complete the portion of the Series 2022 Project related to the District Lands (the “District Costs”), as set forth in the Engineer’s Report, not funded by proceeds of the Series 2022 Bonds; and

**WHEREAS**, in consideration of the District limiting the amount of Series 2022 Special Assessments on District Lands, Developer has requested that the District enter into this Agreement and to provide the terms and conditions under which the District Costs of the Series 2022 Project shall be completed; and

**WHEREAS**, in order to ensure that Series 2022 Project is completed and funding is available in a timely manner to provide for its completion, Developer and the District hereby agree that the District will be obligated to issue no more than \$3,800,000 in Series 2022 Bonds to fund the Series 2022 Project and Developer will complete or will make provision for additional funds that may be needed in the future for the completion of the Series 2022 Project, over and above the amount of the Series 2022 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.** Developer and the District agree and acknowledge that the District’s proposed Series 2022 Bonds will provide only a portion of the funds necessary to complete the Series 2022 Project. Therefore, Developer hereby agrees to complete District of the Series 2022 Project or cause such funds to be provided to the District in

an amount sufficient to allow the District to complete those portions of District Costs of the Series 2022 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 Developer 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 Developer 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 Developer 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 Developer, 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 Developer agree and acknowledge that the exact location, size, configuration, and composition of the Series 2022 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 Series 2022 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 Series 2022 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 Series 2022 Bonds then outstanding.

**(b)** The District and Developer 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 District Lands benefitted by the Series 2022 Project.

**(c) (i)** The Developer agrees that all developable lands within Series 2022,

including Developer's property, benefit from the timely design, construction, or acquisition of the Series 2022 Project.

(ii) Developer agrees that the Series 2022 Special Assessments which were imposed on the District Lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the District Lands, which Series 2022 Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$3,800,000 par amount of Series 2022 Bonds and use of the proceeds thereof to fund a portion of the Series 2022 Project, and (b) the scope, configuration, size and/or composition of the Series 2022 Project not materially changing without the consent of Developer. Such consent is not necessary, and Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2022 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 Series 2022 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 Developer, both the District and Developer have complied with all the requirements of law, and both the District and Developer 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: Eagle Hammock  
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 Developer: Eagle Hammock of Eagle Lake, LLC  
4900 Dundee Road  
Winter Haven, Florida 33884  
Attn: Harold R. Baxter

With a copy to: Johnson Pope Bokor Ruppel & Burns, LLP  
401 East Jackson St., Suite 3100  
Tampa, Florida 33602  
Attn: T. Luke Markham

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 Developer 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 Developer and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 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 Developer 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 Series 2022 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.** Developer 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:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary


  
Branden Eckenrode  
Chairperson, Board of Supervisors

WITNESS:

**EAGLE HAMMOCK OF EAGLE LAKE,  
LLC, a Florida limited liability company**

By: Center State Development 2, LLC  
Its: Manager

By: HRB Land Investments, LLC  
Its: Manager

  
Brent Elliott  
[Print Name]

  
Harold R. Baxter, its Manager

**Exhibit A:** Legal Description of District Lands  
**Exhibit B:** *Eagle Hammock Community Development District Engineer's Report for  
Capital Improvements, dated May 24, 2022*



## EXHIBIT A - LEGAL DESCRIPTION OF DISTRICT LANDS

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF

661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID

SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

## **EXHIBIT B – ENGINEER’S REPORT**

**EAGLE HAMMOCK  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

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

**Prepared by:**

**GADD & ASSOCIATES, LLC  
1925 US HWY 98 S.  
LAKELAND, FL 33801  
PH: 863-940-9979**

**May 24, 2022**

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

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EXHIBIT 8 - Summary of Proposed District Facilities

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**ENGINEER'S REPORT  
EAGLE HAMMOCK  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Eagle Hammock Community Development District (the “District” or “CDD”) is generally east of Hwy 17, and immediately north of Wright Rd. within Eagle Lake, Florida (the “City”). The District currently contains approximately 108.8 acres and is expected to consist of approximately 263 single family lots, recreation/amenity areas, and associated infrastructure.

The CDD was established by City Ordinance No. O-22-08, which was approved by the City Commission on March 7, 2022. 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, Polk County, Florida (the “County”), Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of actual cost of construction or fair market value. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Engineer’s Report for Capital Improvements” 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 developable land within the District. The District reserves the right to make reasonable adjustments to this Report to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable levels of benefit to the developable 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, with the exception of all improvements to be included within the proposed Eagle Lake Loop Rd. right-of-way, will be maintained by the District. Water distribution, wastewater collection systems (gravity lines, force mains, and lift stations), and all improvements within the proposed Eagle Lake Loop Rd. right-of-way will, upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

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

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire,



operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

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

### **III. THE DEVELOPMENT**

The development will consist of 263 single family homes and associated infrastructure. The development is a planned residential community located east of Hwy 14 and north of Wright Road within the City. The property in the City has a land use designation of LDR (Low Density Residential) and will have a zoning of PD-H (Planned Development - Housing). The development will be constructed in a single phase.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure necessary to support residential development. 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 / intersection improvements 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/reclaim distribution and wastewater collection system will occur as needed. Below ground installation of telecommunications and cable TV will occur but will not be funded by the District.

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

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff 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 a combination of wet and dry 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 existing jurisdictional wetlands within the District.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0530G demonstrates that the property is located within Flood Zone X and AE. Based on this information and the site topography, floodplain compensation will be required and is proposed.

During the construction of stormwater management facilities, utilities and roadway improvements, the District or its contractors 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 “internal” proposed public roadway sections are to be 50’ rights-of-way with 20’ of asphalt and Miami 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.

### **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 Eagle Lake Public Utilities. These facilities will be installed within the proposed public rights-of-way within the District and within existing public right-of-ways adjacent to the District. This water will provide potable (domestic) and fire protection services which will serve the lands within the 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. No District Bonds will be used to finance sewer laterals serving private lots. A single lift station will transport wastewater flow from the lift stations, via a 6" force main to connect to the existing system along Eagle Lake Loop Rd.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lane(s) and offsite roadway improvements necessary at the development entrance. Anticipated improvements include a left and right turn lane at the project's entrance. Upon completion 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.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, amenity building with restrooms, pool, and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by TECO to underground such systems on public right of way. Electric facilities funded by the District will be owned and maintained by the District, with TECO providing underground electrical service to the development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD. These lights are presently anticipated to be owned, operated, and maintained by the District. Alternatively, the District may fund and install the necessary electrical conduit and enter into an agreement with TECO for the street lights.

### **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 utilize potable water or wells. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover and trees for the internal roadways within the development. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

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

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Polk County Level II, 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:

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | September 2021                  |
| SWFWMD ERP                          | September 2021                  |
| Construction Permits (City)         | October 2021                    |
| Polk County Health Department Water | September 2021                  |
| FDEP Sewer                          | September 2021                  |
| FDEP NOI                            | January 2022                    |

## **VII. RECOMMENDATION**

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

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

## **VIII. REPORT MODIFICATION**

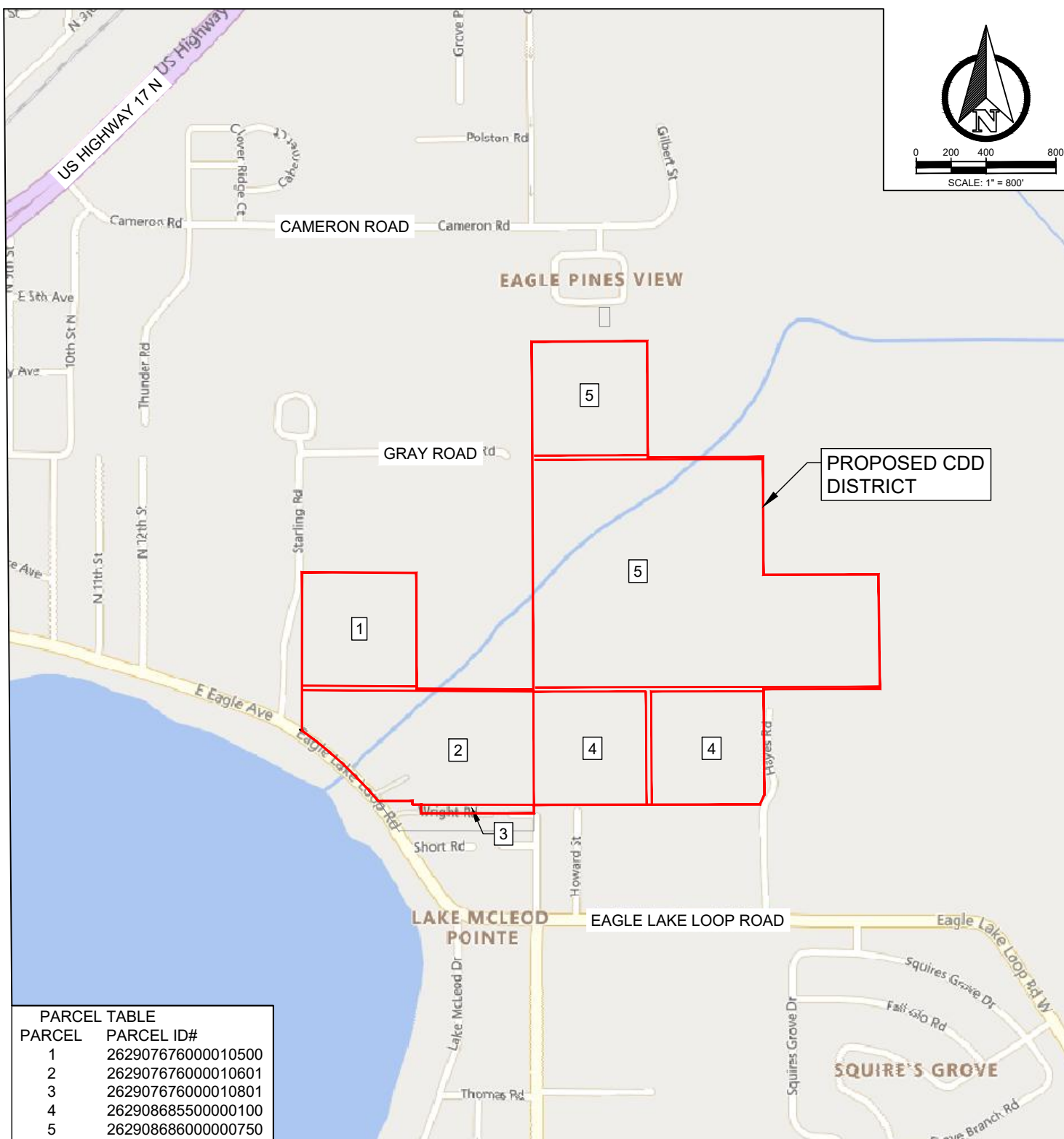
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

## IX. CONCLUSION

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

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

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



**GADD**  
**& ASSOCIATES**  
CIVIL ENGINEERING & CONSULTING  
1925 US HWY 98 S, SUITE 201  
LAKELAND, FL 33801  
PHONE: (863) 940-9979  
Certificate of Authorization #30194  
[www.GaddCivil.com](http://www.GaddCivil.com)

## EXHIBIT 1

# EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## LOCATION MAP

X:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



# LEGAL DESCRIPTION

(BY SURVEYOR)

EAGLE HAMMOCK CDD  
POLK COUNTY, FLORIDA  
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

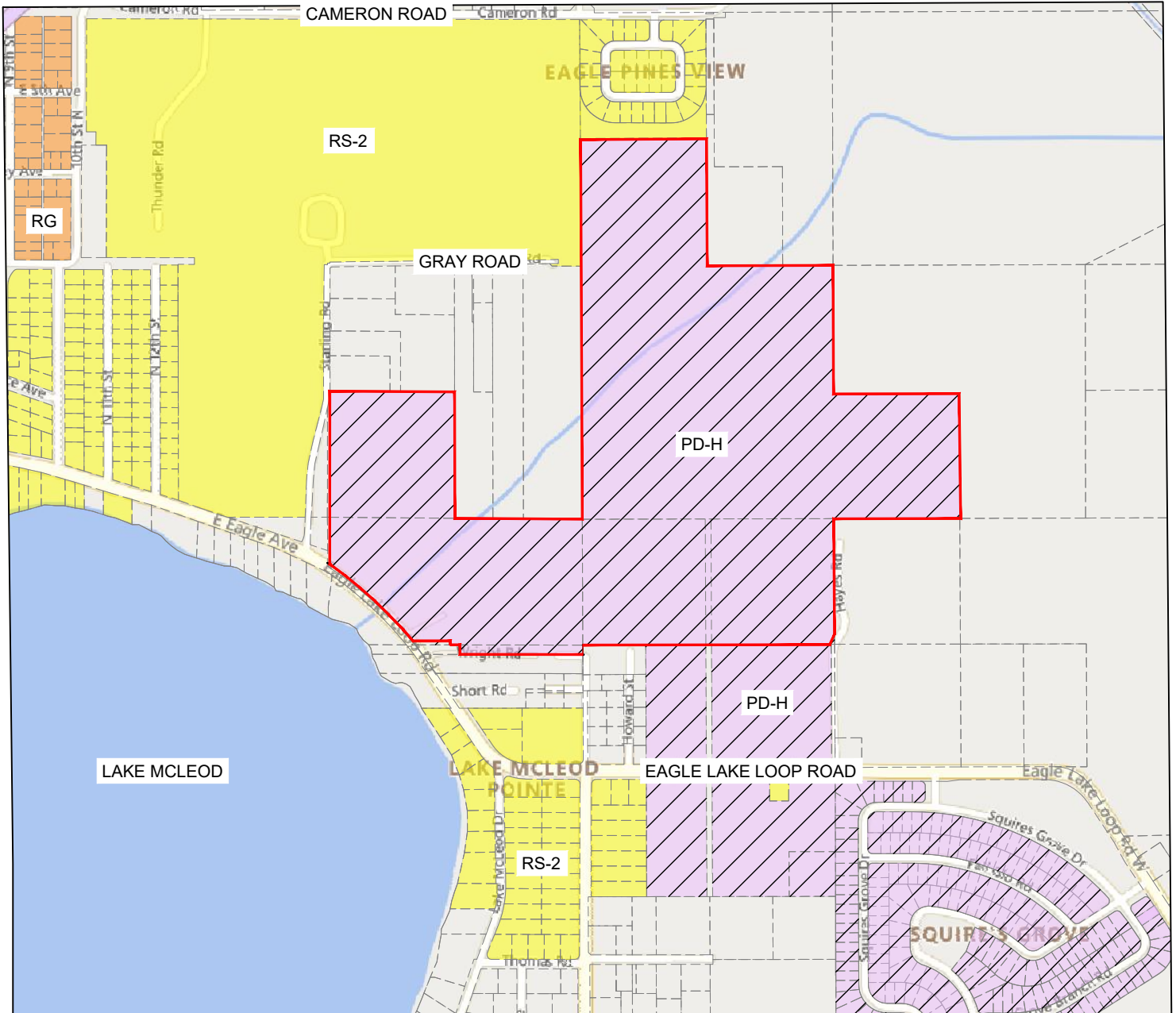
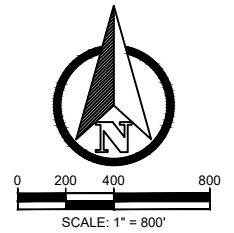
## EXHIBIT 2

### EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## LEGAL DESCRIPTION





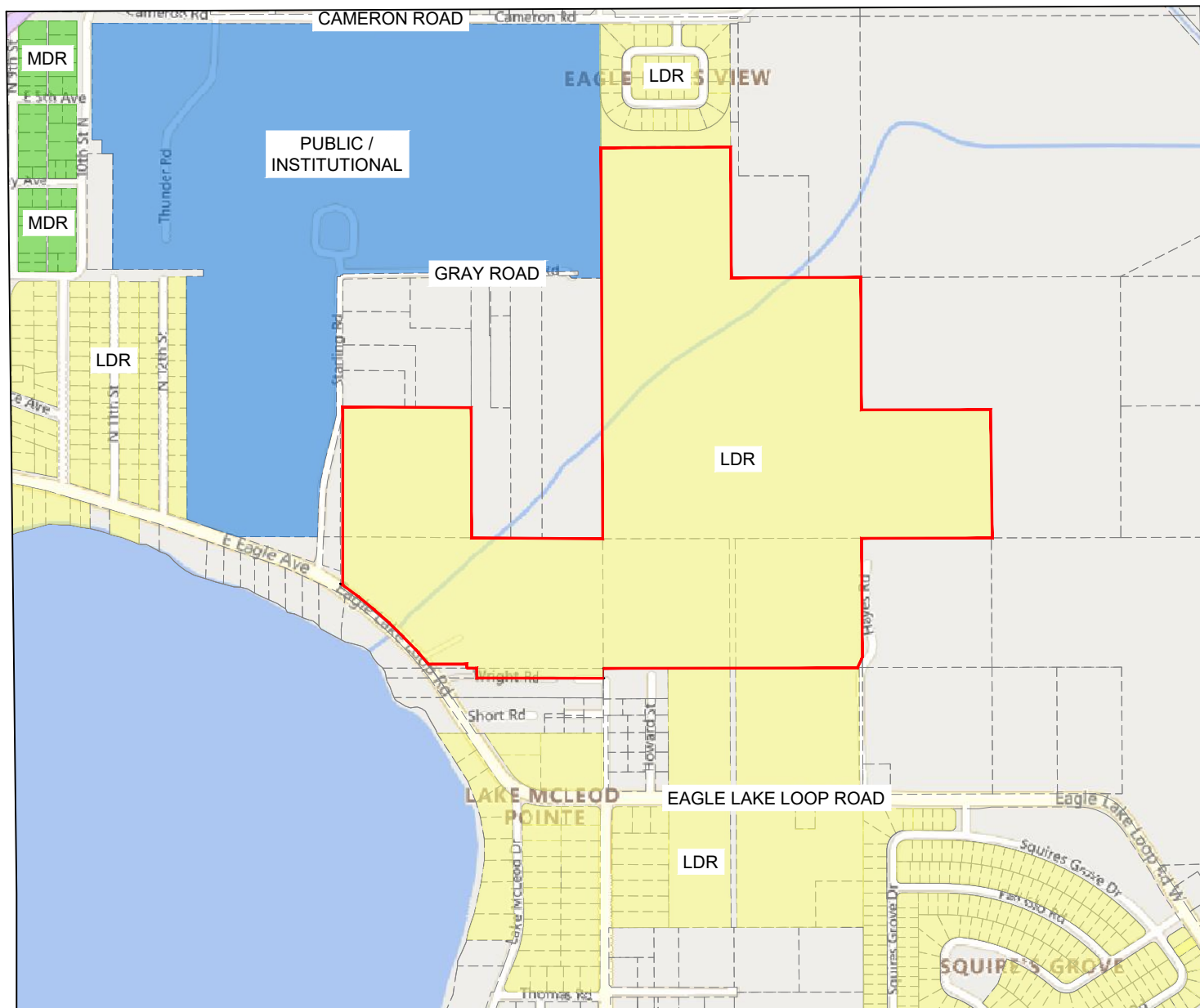
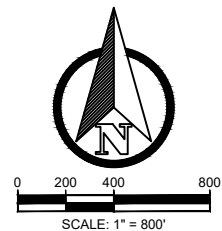
**GADD  
& ASSOCIATES**  
CIVIL ENGINEERING & CONSULTING  
1925 US HWY 98 S, SUITE 201  
LAKELAND, FL 33801  
PHONE: (863) 940-9979  
Certificate of Authorization #30194  
[www.GaddCivil.com](http://www.GaddCivil.com)

### EXHIBIT 3

## EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## ZONING MAP



### LEGEND

LDR LOW DENSITY RESIDENTIAL  
MDR MID DENSITY RESIDENTIAL



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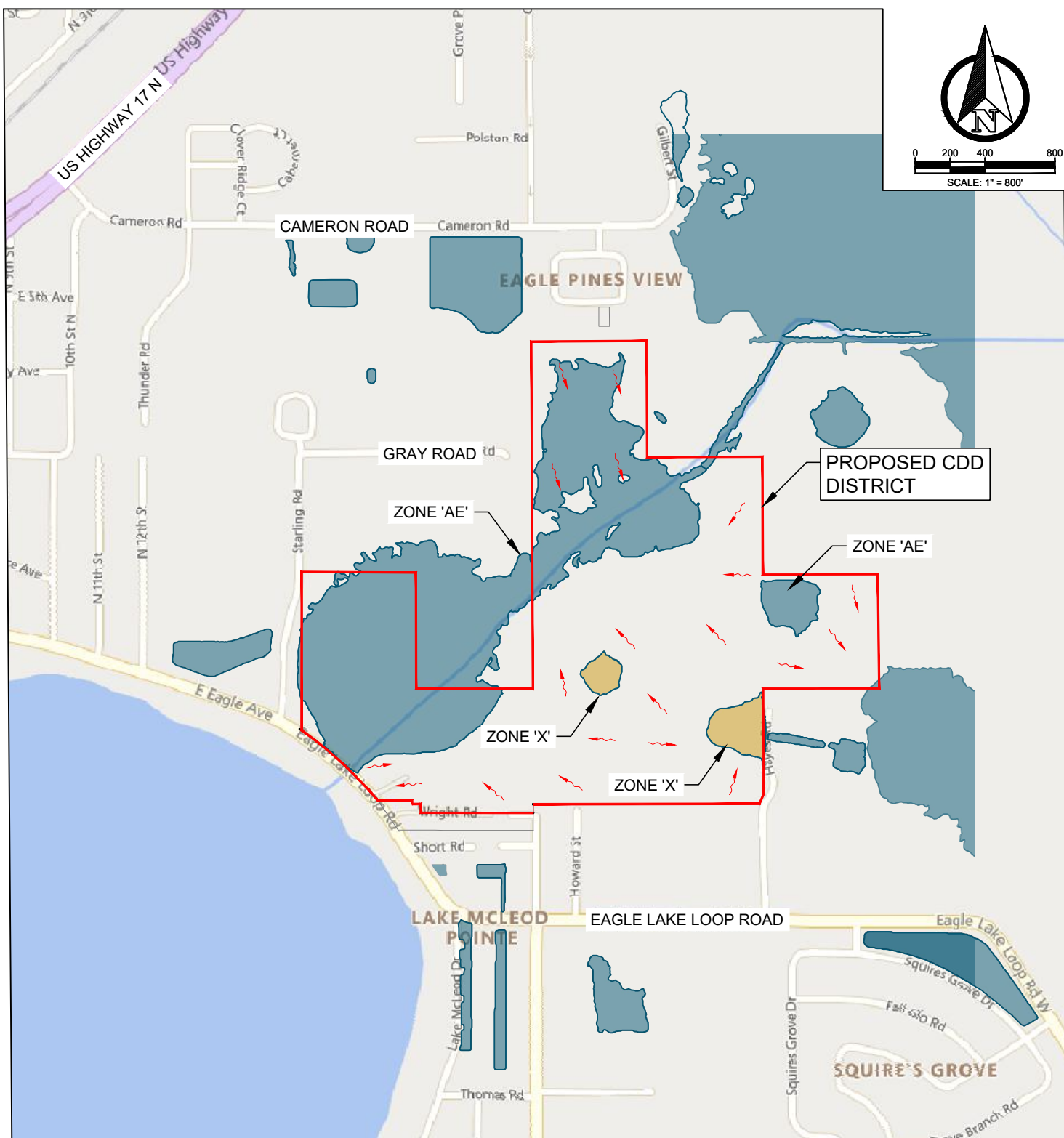
### EXHIBIT 4

## EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

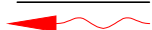
1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## FUTURE LAND USE MAP

x:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



## LEGEND



FLOW DIRECTION



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## EXHIBIT 5

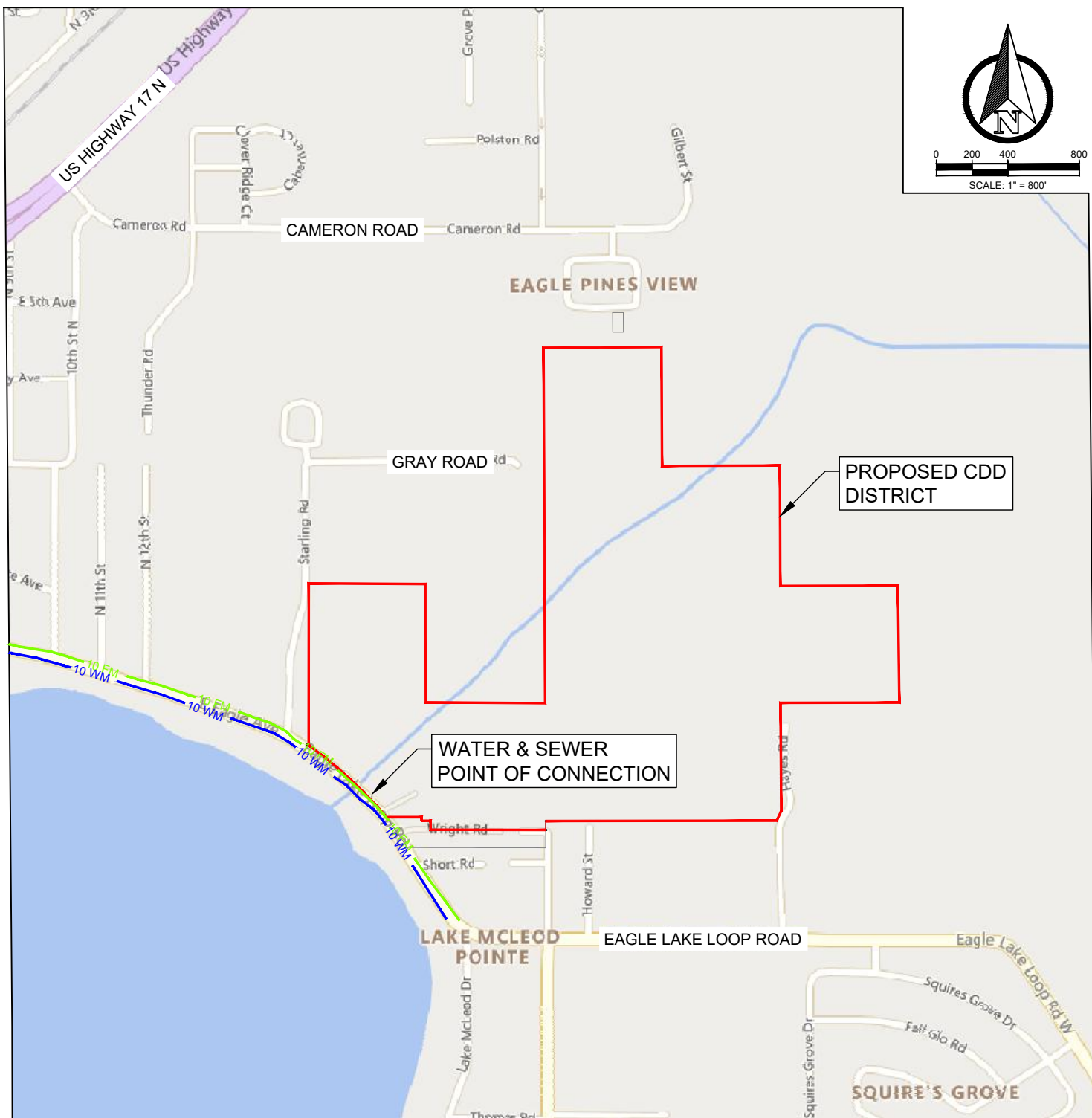
# EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839



## DRAINAGE MAP



X:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



**LEGEND**

-  EXISTING 10" WATER MAIN
-  EXISTING 10" FORCE MAIN



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EXHIBIT 6  
EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT  
1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839  
WATER & WASTEWATER MAP

**Composite Exhibit 7**  
**Eagle Hammock CDD**  
**SUMMARY OF OPINION OF PROBABLE COSTS**

|  |                     |
|--|---------------------|
| <b>Number of Lots</b>  | <b><u>263</u></b>   |
| <b>Infrastructure <sup>(1)</sup></b>                                 |                     |
| Offsite Road Improvements <sup>(5) (6)</sup>                         | \$ 364,250          |
| Stormwater Management <sup>(2)(3)(5)(6)</sup>                        | \$ 1,897,500        |
| Utilities (Water, Sewer, Elect. & Street Lighting) <sup>(5)(6)</sup> | \$ 2,076,500        |
| Internal Roadways <sup>(4)(5)(6)</sup>                               | \$ 1,072,500        |
| Entry Feature & Signage <sup>(6)(7)</sup>                            | \$ 200,000          |
| Park and Recreational Facilities <sup>(6)</sup>                      | \$ 550,000          |
| Contingency  | \$ 616,075          |
| <b>TOTAL</b>   | <b>\$ 6,776,825</b> |

**Notes:**

1. Infrastructure consists of 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 and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only the incremental cost of undergrounding of wire in public right-of-way and on District land is included.
9. Internal Sidewalk shall be constructed along common areas only
10. All improvements will be on land that upon acquisition of the improvements by the District, is owned by, or subject to permanent easement in favor of, the district or another government entity.

**Composite Exhibit 8  
Eagle Hammock  
Community Development District  
Summary of Proposed District Facilities**

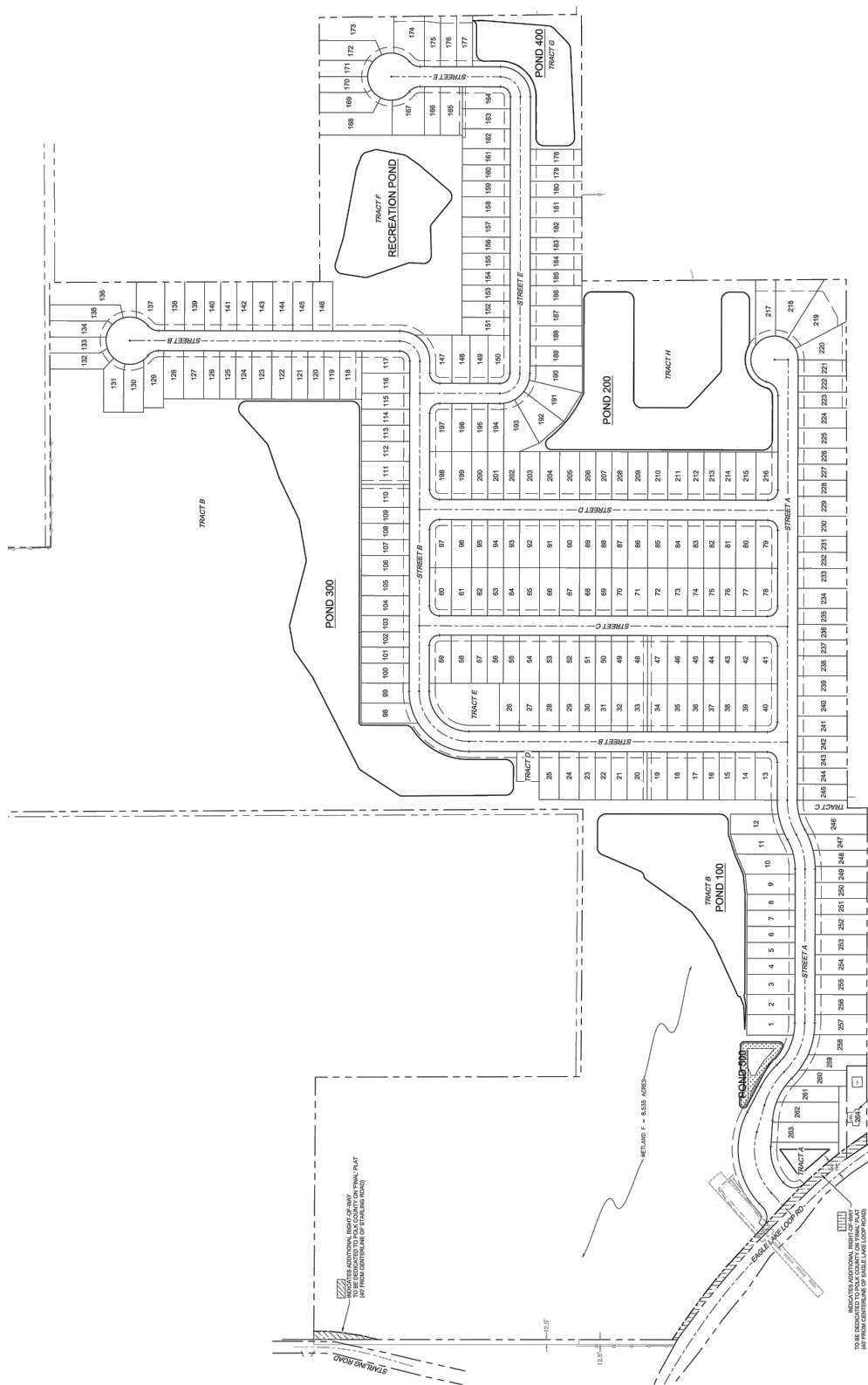
| <u>District Infrastructure</u>    | <u>Construction</u> | <u>Ownership</u>   | <u>Capital<br/>Financing*</u> | <u>Operation and<br/>Maintenance</u> |
|-----------------------------------|---------------------|--------------------|-------------------------------|--------------------------------------|
| Offsite Improvements              | District            | Polk County        | District Bonds                | Polk County                          |
| Stormwater Facilities             | District            | District           | District Bonds                | District                             |
| Lift Stations/Water/Sewer         | District            | City of Eagle Lake | District Bonds                | City of Eagle Lake                   |
| Street Lighting/Conduit           | District            | **District         | District Bonds                | **District                           |
| Onsite 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 Tampa Electric Company.



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& ASSOCIATES**  
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## EXHIBIT 9

# EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## OVERALL SITE PLAN



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

**(SERIES 2022 BONDS)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 8<sup>th</sup> day of July 2022, by and between:

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

**EAGLE HAMMOCK OF EAGLE LAKE, LLC**, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884, and its successors and assigns (the “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 *Eagle Hammock Community Development District Engineer’s Report for Capital Improvements*, dated May 24, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit A**, and the estimated costs of the portion of the “Improvements” described as (the “Series 2022 Project”), are identified therein; and

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

**WHEREAS**, the District intends to finance a portion of the Series 2022 Project, through the anticipated issuance of its Eagle Hammock Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$3,800,000 (the “Series 2022 Bonds”); and

**WHEREAS**, because the Series 2022 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 Series 2022 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 Series 2022 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 Developer 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 Developer 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 Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date 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 Series 2022 Bonds (“Trustee”). In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such 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 Developer 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 Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Series 2022 Project or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer 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 Developer to the District in respect thereto.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer 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 Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the

Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Series 2022 Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as 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 Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the 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 Developer 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 Developer, 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 Developer 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 Developer 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 Developer 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 Series 2022 Bonds are actually issued, the Developer 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 Developer, 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 Developer, then in such event, the Developer 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 Developer 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 Developer 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 Developer 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 Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to

the District. At the time of conveyance, the District may require, at Developer'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.*** Developer 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 Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer 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 Developer 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 Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

**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 Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment,

and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

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

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Developer hereby agree that an acquisition of Improvements or Work Product by the District may be completed prior to the District obtaining proceeds from the Series 2022 Bonds (“Prior Acquisitions”). The District agrees to pursue the issuance of the Series 2022 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2022 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 Series 2022 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Eagle Lake, 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 Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, 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 Developer 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 Developer 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 Series 2022 Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 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 Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this 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: Eagle Hammock  
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 Developer: Eagle Hammock of Eagle Lake, LLC  
4900 Dundee Road  
Winter Haven, Florida 33884  
Attn: Harold R. Baxter

With a copy to: Johnson Pope Bokor Ruppel & Burns, LLP  
401 East Jackson St., Suite 3100  
Tampa, Florida 33602  
Attn: T. Luke Markham



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

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

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2022 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 Series 2022 Bonds, on behalf of the owners of the Series 2022 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 Series 2022 Bonds then outstanding, be entitled to cause the District to enforce the Developer'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 Series 2022 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 Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer 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 Developer.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Bonds within five (5) years from the date of this Agreement.

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

**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.

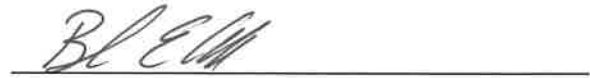
*[Remainder of this page left intentionally blank]*

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

ATTEST:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

  
Branden Eckenrode  
Chairperson, Board of Supervisors


WITNESS:

**EAGLE HAMMOCK OF EAGLE  
LAKE, LLC, a Florida limited liability  
company**

By: Center State Development 2, LLC  
Its: Manager

By: HRB Land Investments, LLC  
Its: Manager

  
[Print Name]

  
Harold R. Baxter, its Manager

**Exhibit A:** *Eagle Hammock Community Development District Engineer's  
Report for Capital Improvements, dated May 24, 2022*  
**Exhibit B:** Legal Description of District Lands

## **EXHIBIT A – ENGINEER’S REPORT**

**EAGLE HAMMOCK  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

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

**Prepared by:**

**GADD & ASSOCIATES, LLC  
1925 US HWY 98 S.  
LAKELAND, FL 33801  
PH: 863-940-9979**

**May 24, 2022**

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

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EXHIBIT 8 - Summary of Proposed District Facilities

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**ENGINEER'S REPORT  
EAGLE HAMMOCK  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Eagle Hammock Community Development District (the “District” or “CDD”) is generally east of Hwy 17, and immediately north of Wright Rd. within Eagle Lake, Florida (the “City”). The District currently contains approximately 108.8 acres and is expected to consist of approximately 263 single family lots, recreation/amenity areas, and associated infrastructure.

The CDD was established by City Ordinance No. O-22-08, which was approved by the City Commission on March 7, 2022. 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, Polk County, Florida (the “County”), Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of actual cost of construction or fair market value. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Engineer’s Report for Capital Improvements” 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 developable land within the District. The District reserves the right to make reasonable adjustments to this Report to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable levels of benefit to the developable 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, with the exception of all improvements to be included within the proposed Eagle Lake Loop Rd. right-of-way, will be maintained by the District. Water distribution, wastewater collection systems (gravity lines, force mains, and lift stations), and all improvements within the proposed Eagle Lake Loop Rd. right-of-way will, upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

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

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire,

operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

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

### **III. THE DEVELOPMENT**

The development will consist of 263 single family homes and associated infrastructure. The development is a planned residential community located east of Hwy 14 and north of Wright Road within the City. The property in the City has a land use designation of LDR (Low Density Residential) and will have a zoning of PD-H (Planned Development - Housing). The development will be constructed in a single phase.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure necessary to support residential development. 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 / intersection improvements 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/reclaim distribution and wastewater collection system will occur as needed. Below ground installation of telecommunications and cable TV will occur but will not be funded by the District.

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

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff 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 a combination of wet and dry 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 existing jurisdictional wetlands within the District.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0530G demonstrates that the property is located within Flood Zone X and AE. Based on this information and the site topography, floodplain compensation will be required and is proposed.

During the construction of stormwater management facilities, utilities and roadway improvements, the District or its contractors 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 “internal” proposed public roadway sections are to be 50’ rights-of-way with 20’ of asphalt and Miami 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.

### **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 Eagle Lake Public Utilities. These facilities will be installed within the proposed public rights-of-way within the District and within existing public right-of-ways adjacent to the District. This water will provide potable (domestic) and fire protection services which will serve the lands within the 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. No District Bonds will be used to finance sewer laterals serving private lots. A single lift station will transport wastewater flow from the lift stations, via a 6" force main to connect to the existing system along Eagle Lake Loop Rd.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lane(s) and offsite roadway improvements necessary at the development entrance. Anticipated improvements include a left and right turn lane at the project's entrance. Upon completion 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.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, amenity building with restrooms, pool, and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by TECO to underground such systems on public right of way. Electric facilities funded by the District will be owned and maintained by the District, with TECO providing underground electrical service to the development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD. These lights are presently anticipated to be owned, operated, and maintained by the District. Alternatively, the District may fund and install the necessary electrical conduit and enter into an agreement with TECO for the street lights.

### **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 utilize potable water or wells. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover and trees for the internal roadways within the development. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

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

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Polk County Level II, 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:

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | September 2021                  |
| SWFWMD ERP                          | September 2021                  |
| Construction Permits (City)         | October 2021                    |
| Polk County Health Department Water | September 2021                  |
| FDEP Sewer                          | September 2021                  |
| FDEP NOI                            | January 2022                    |

## **VII. RECOMMENDATION**

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

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

## **VIII. REPORT MODIFICATION**

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

## IX. CONCLUSION

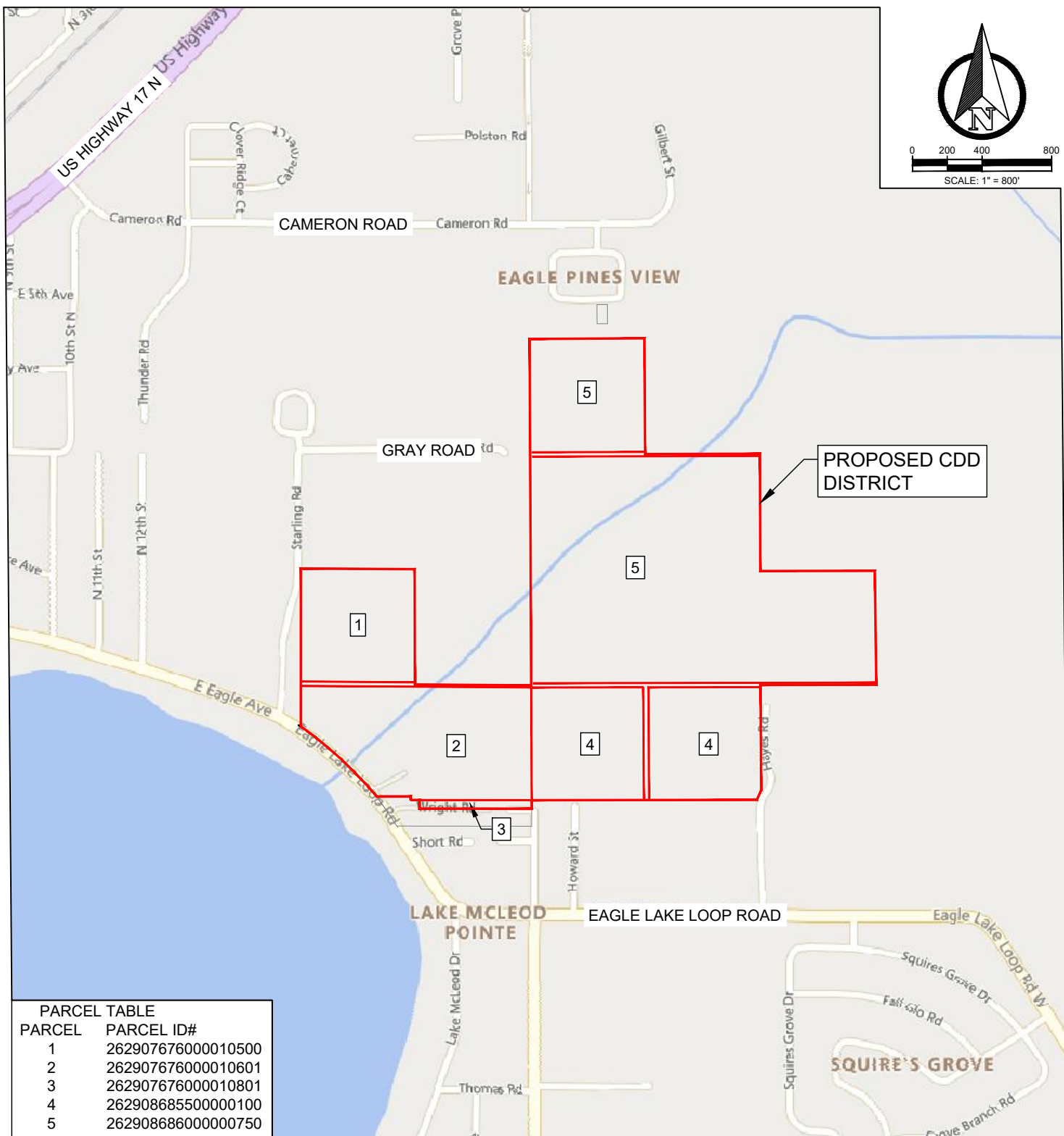
It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at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

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

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



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**GADD  
& ASSOCIATES**  
CIVIL ENGINEERING & CONSULTING  
1925 US HWY 98 S, SUITE 201  
LAKELAND, FL 33801  
PHONE: (863) 940-9979  
Certificate of Authorization #30194  
www.GaddCivil.com

## EXHIBIT 1

# EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## LOCATION MAP

# LEGAL DESCRIPTION

(BY SURVEYOR)

EAGLE HAMMOCK CDD  
POLK COUNTY, FLORIDA  
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

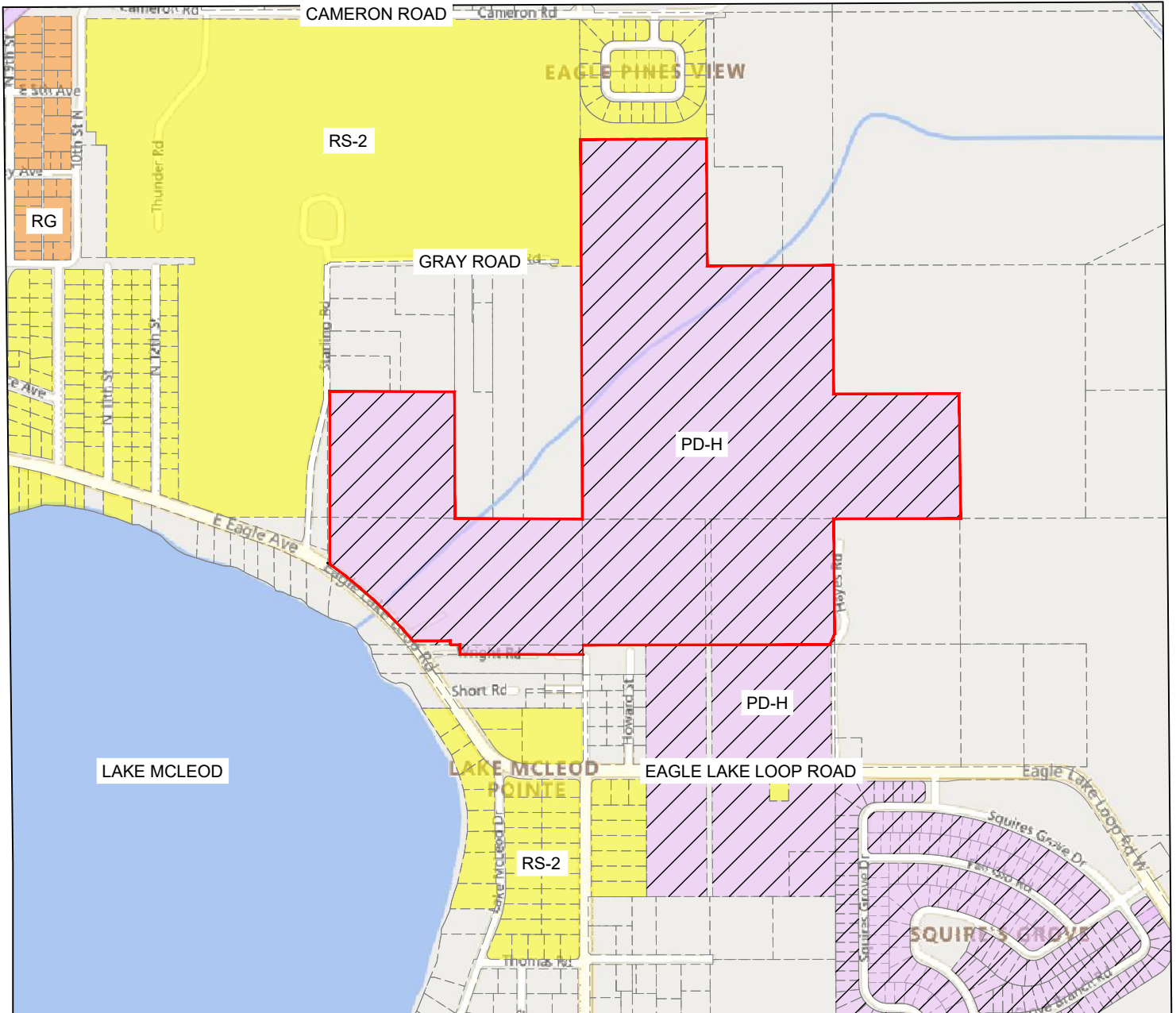
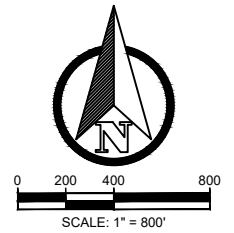
## EXHIBIT 2

### EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## LEGAL DESCRIPTION





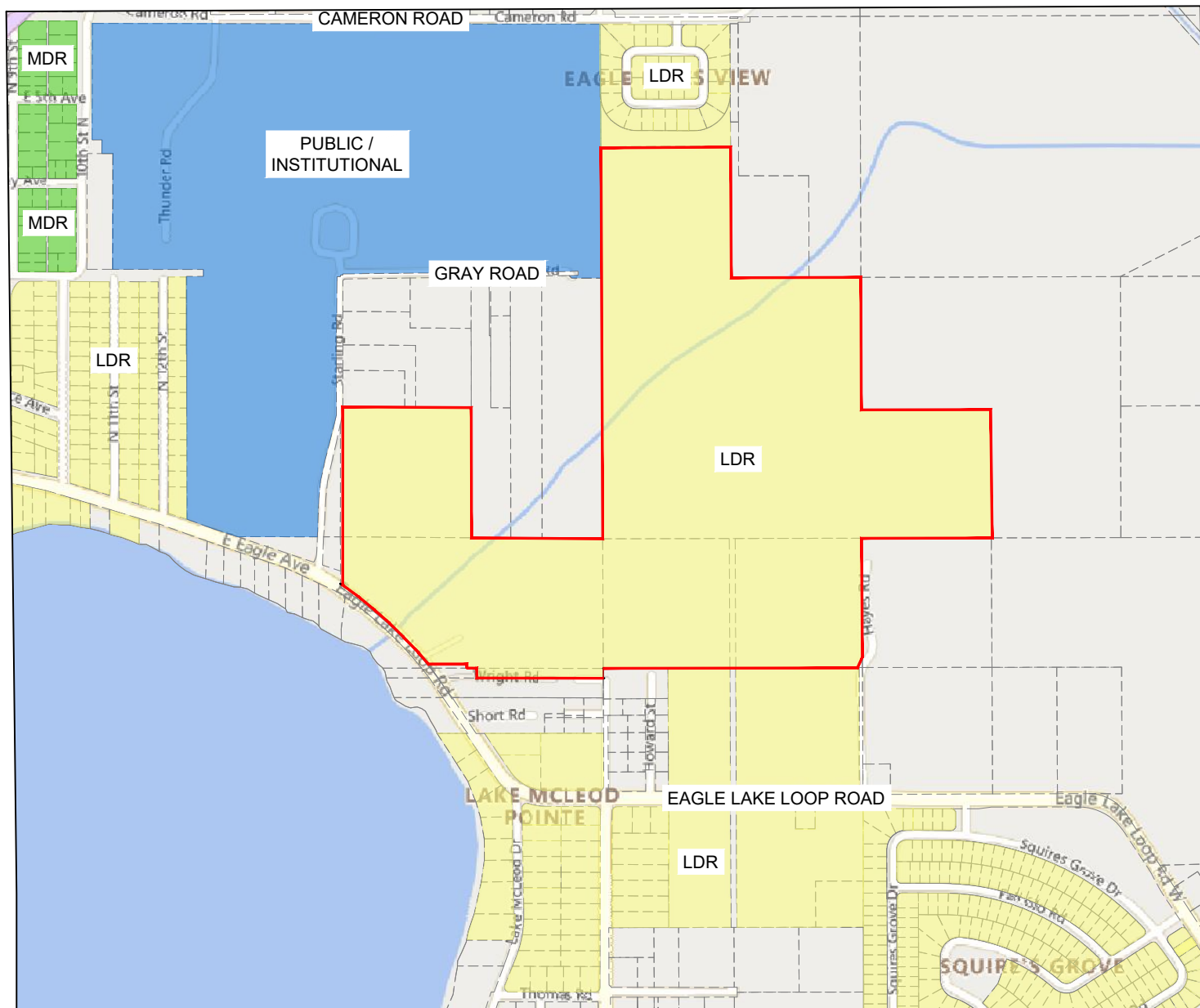
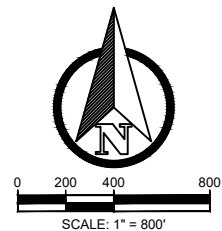
**GADD  
& ASSOCIATES**  
CIVIL ENGINEERING & CONSULTING  
1925 US HWY 98 S, SUITE 201  
LAKELAND, FL 33801  
PHONE: (863) 940-9979  
Certificate of Authorization #30194  
www.GaddCivil.com

### EXHIBIT 3

## EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

### ZONING MAP



### LEGEND

LDR      LOW DENSITY RESIDENTIAL  
MDR      MID DENSITY RESIDENTIAL



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### EXHIBIT 4

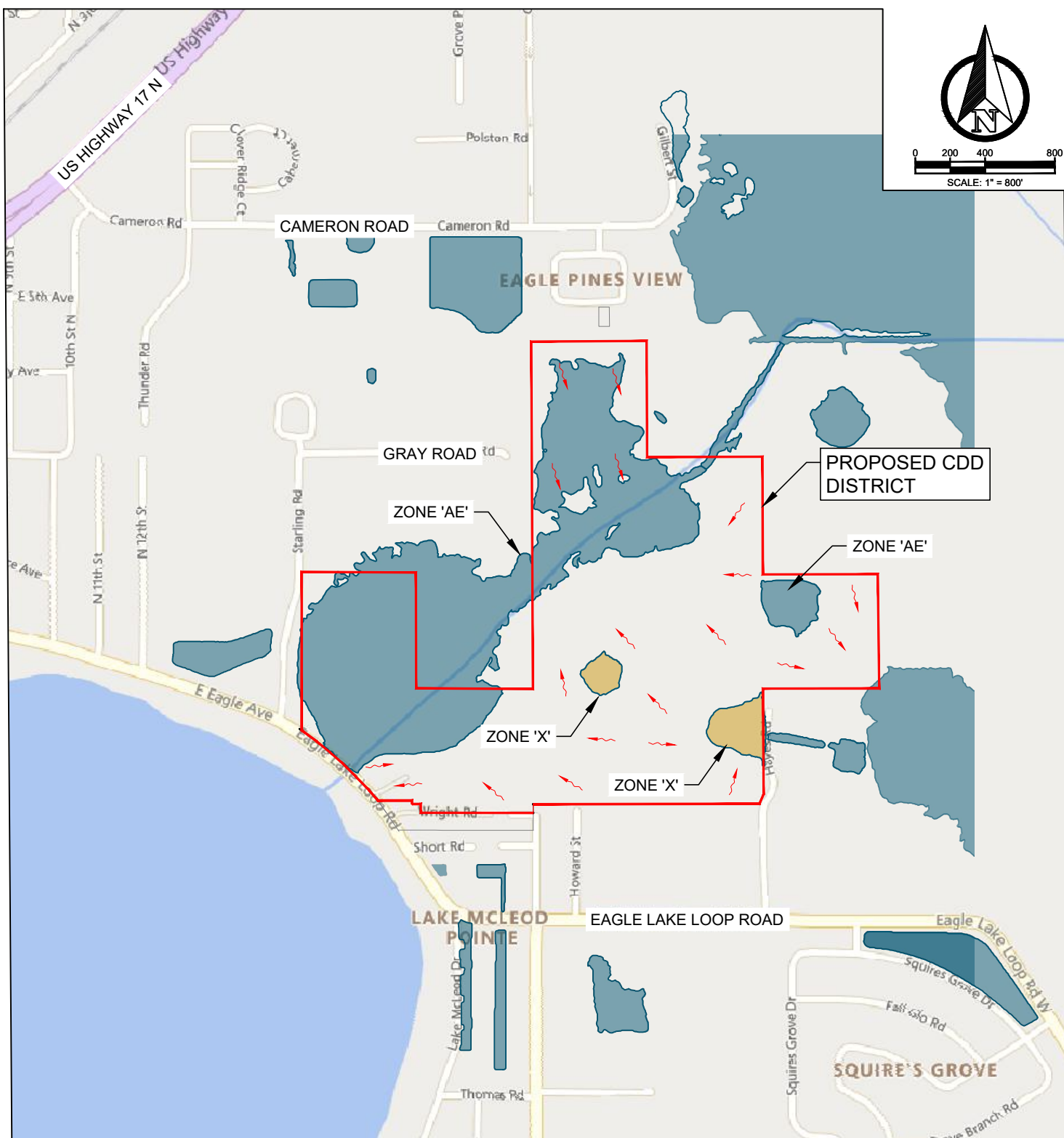
## EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

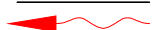
## FUTURE LAND USE MAP



x:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



## LEGEND



FLOW DIRECTION



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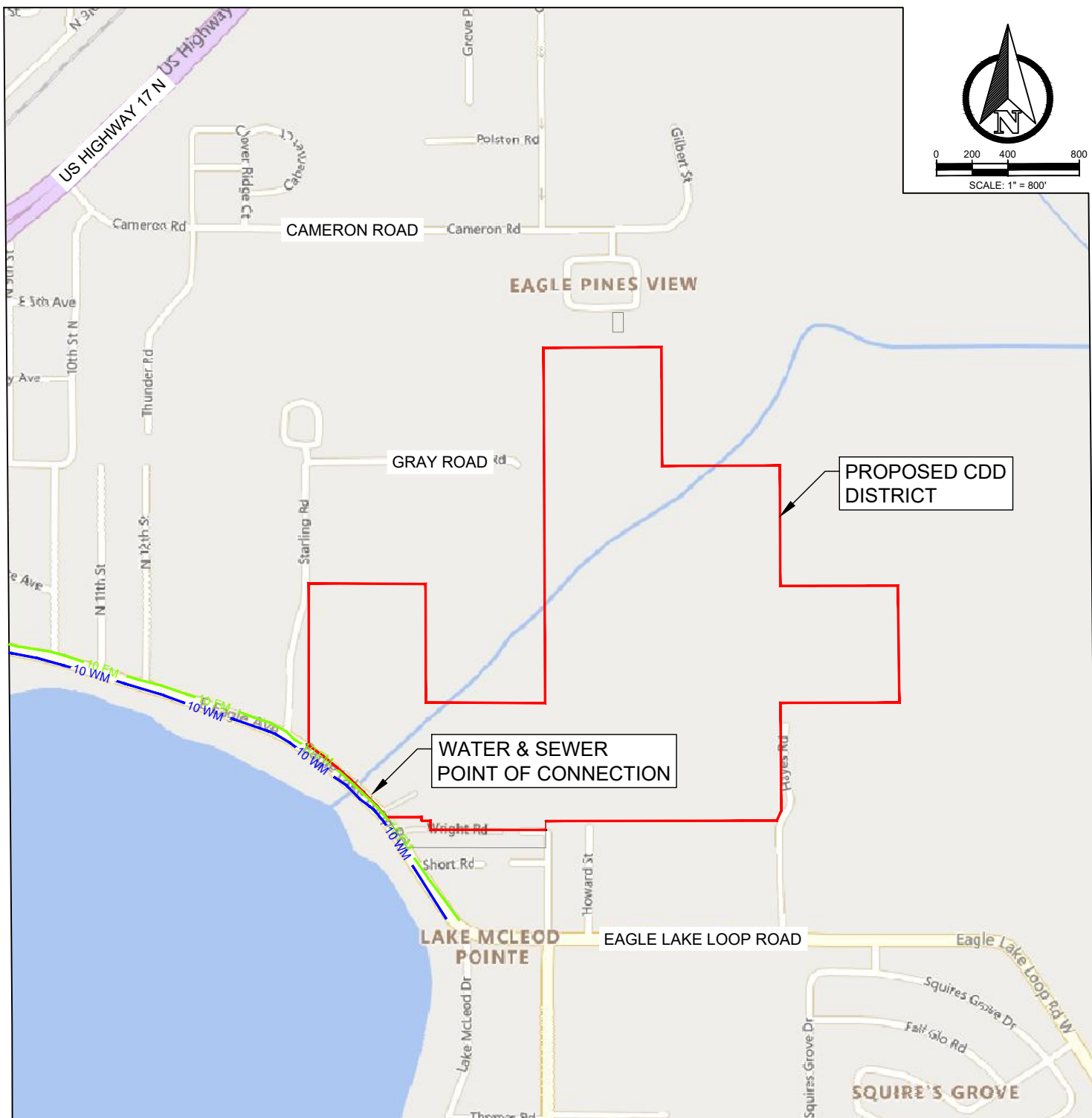
## EXHIBIT 5

# EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## DRAINAGE MAP

X:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



### LEGEND

-  EXISTING 10" WATER MAIN
-  EXISTING 10" FORCE MAIN



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### EXHIBIT 6

## EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## WATER & WASTEWATER MAP

**Composite Exhibit 7**  
**Eagle Hammock CDD**  
**SUMMARY OF OPINION OF PROBABLE COSTS**

|  |                     |
|--|---------------------|
| <b>Number of Lots</b>  | <b><u>263</u></b>   |
| <b>Infrastructure <sup>(1)</sup></b>                                 |                     |
| Offsite Road Improvements <sup>(5) (6)</sup>                         | \$ 364,250          |
| Stormwater Management <sup>(2)(3)(5)(6)</sup>                        | \$ 1,897,500        |
| Utilities (Water, Sewer, Elect. & Street Lighting) <sup>(5)(6)</sup> | \$ 2,076,500        |
| Internal Roadways <sup>(4)(5)(6)</sup>                               | \$ 1,072,500        |
| Entry Feature & Signage <sup>(6)(7)</sup>                            | \$ 200,000          |
| Park and Recreational Facilities <sup>(6)</sup>                      | \$ 550,000          |
| Contingency  | \$ 616,075          |
| <b>TOTAL</b>   | <b>\$ 6,776,825</b> |

**Notes:**

1. Infrastructure consists of 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 and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only the incremental cost of undergrounding of wire in public right-of-way and on District land is included.
9. Internal Sidewalk shall be constructed along common areas only
10. All improvements will be on land that upon acquisition of the improvements by the District, is owned by, or subject to permanent easement in favor of, the district or another government entity.

**Composite Exhibit 8  
Eagle Hammock  
Community Development District  
Summary of Proposed District Facilities**

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

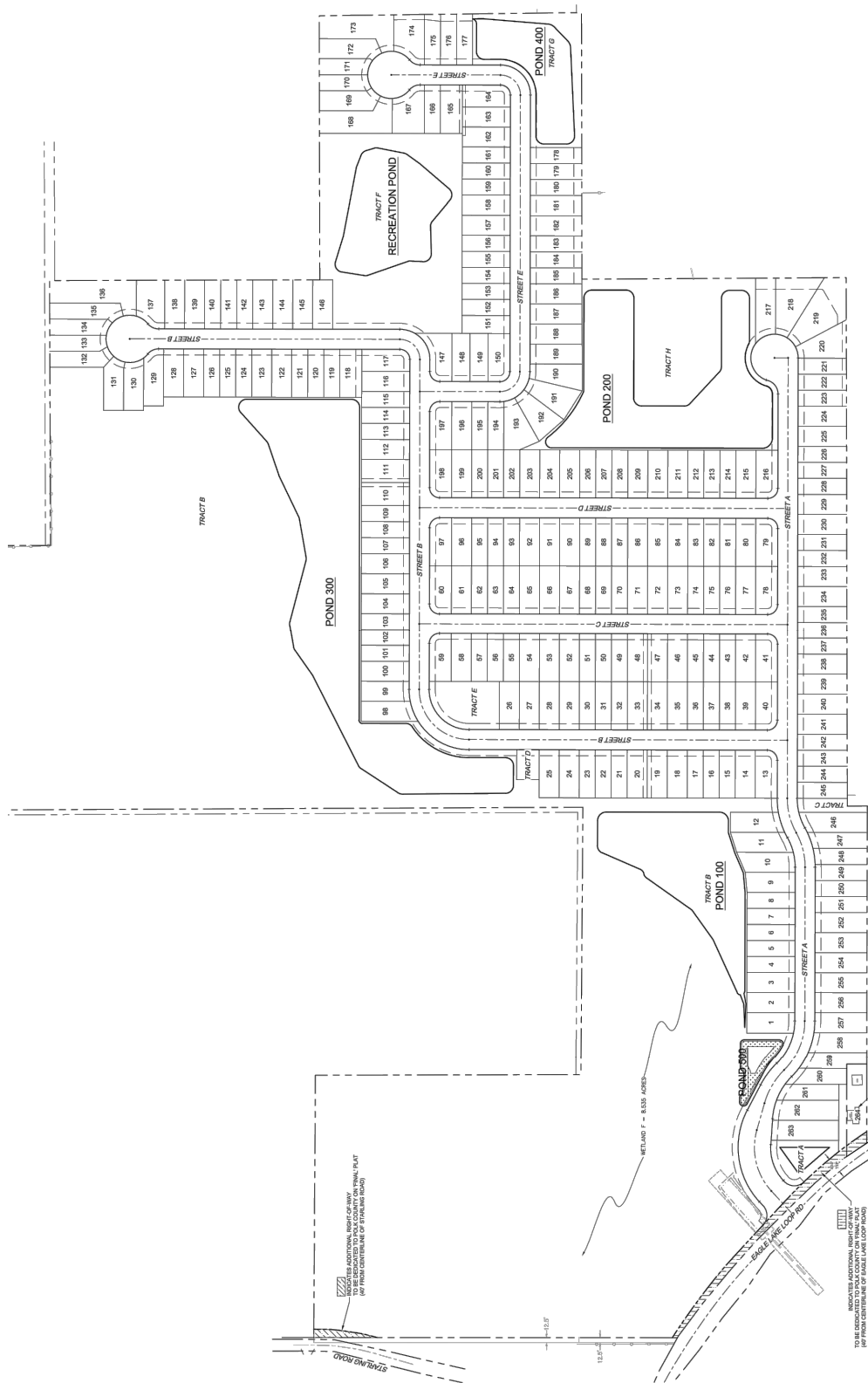
\*Costs not funded by bonds will be funded by the developer.

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





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## EXHIBIT 9

# EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD  
EAGLE LAKE, FL 33839

## OVERALL SITE PLAN

## **EXHIBIT B: LEGAL DESCRIPTION OF DISTRICT LANDS**

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 108.77 ACRES, MORE OR LESS.



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STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$52.50  
RECORDED BY terrclin

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

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

**(SERIES 2022 SPECIAL ASSESSMENTS)**

**EAGLE HAMMOCK OF EAGLE LAKE, 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 "District Lands"), located within the boundaries of the Eagle Hammock 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 March 7, 2022, remained 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 Eagle Lake 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. O-22-08, enacted by the City and effective on March 7, 2022, 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 March 7, 2022 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 "Series 2022 Special Assessments") imposed by, but not limited to, Resolution Nos. 2022-27, 2022-28, 2022-35, and 2022-39 (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 Series 2022 Special Assessments, and the Series 2022 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 Series 2022 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 Series 2022 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 Series 2022 Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2022 Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Eagle Hammock Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$3,800,000 (the "Series 2022 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2022 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 Series 2022 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2022 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 Series 2022 Special Assessments collected by mailed notice of the District, such unpaid Series 2022 Special Assessments and future Series 2022 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 Series 2022 Special Assessments or the Series 2022 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 Series 2022 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 17th day of June 2022.


WITNESS:


**EAGLE HAMMOCK OF EAGLE  
LAKE, LLC**, a Florida limited liability  
company

By: Center State Development 2, LLC  
Its: Manager

By: HRB Land Investments, LLC  
Its: Manager

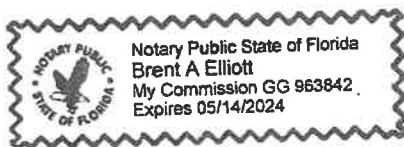
  
\_\_\_\_\_  
Brent Elliott  
[Print Name]

  
\_\_\_\_\_  
Harold R. Baxter, its Manager


  
\_\_\_\_\_  
Brandon Eckhardt  
[Print Name]

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of June, 2022, by Harold R. Baxter, as Manager of HRB Land Investments, LLC, Manager of Center State Development 2, LLC, Manager of Eagle Hammock of Lake, LLC, on behalf of the company.



[notary seal]

  
\_\_\_\_\_  
(Official Notary Signature)  
Name: Brent Elliott  
Personally Known ☒  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

### EXHIBIT A – LEGAL DESCRIPTION OF DISTRICT LANDS

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY



OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

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

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

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Eagle Hammock Community Development District (the “District”), in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Nos. 2022-27, 2022-28, 2022-35, and 2022-39 (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 Series 2022 Project, described in such Assessment Resolutions. Said assessments are pledged to secure the Eagle Hammock Community Development District, Special Assessment Bonds, Series 2022 (Series 2022 Project). The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology for Eagle Hammock Community Development District*, dated March 16, 2022, as supplemented by the *Supplemental Assessment Methodology for Eagle Hammock Community Development District*, dated June 15, 2022 (together, the “Assessment Report”) approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the Eagle Hammock 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.

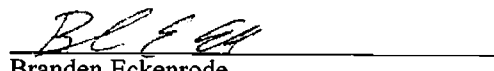
The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes, as amended. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, 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.**

*[Signature page follows]*

IN WITNESS WHEREOF, this Notice has been executed on the 8<sup>th</sup> day of July 2022, and recorded in the Official Records of Polk County, Florida.

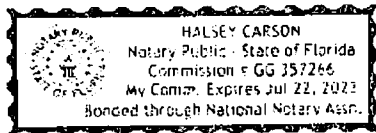
**EAGLE HAMMOCK  
COMMUNITY DEVELOPMENT DISTRICT**

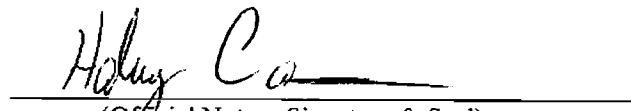
  
Secretary/Assistant Secretary

  
Branden Eckenrode  
Chairperson, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of June, 2022, by Branden Eckenrode as Chairperson of Eagle Hammock Community Development District.



  
(Official Notary Signature & Seal)  
Name: Halsey Carson  
Personally Known ☒  
OR Produced Identification ☐  
Type of Identification \_\_\_\_\_

**EXHIBIT A:** Legal Description of the Series 2022 Project

**EXHIBIT A - LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA**

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO

Exhibit A  
Notice of Special Assessments (Series 2022 Project)

THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.) NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

## SECTION VIII

**RESOLUTION 2022-46**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10th day of August, 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2022/2023 Annual Meeting Schedule



## **Exhibit A: Fiscal Year 2022/2023 Annual Meeting Schedule**

### **BOARD OF SUPERVISORS MEETING DATES EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023**

The Board of Supervisors of the Eagle Hammock Community Development District will hold their regular meetings for Fiscal Year 2022/2023 at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803, on the 2<sup>nd</sup> Thursday of every month at 10:00 AM unless otherwise indicated as follows:

**October 13, 2022  
November 10, 2022  
December 8, 2022  
January 12, 2023  
February 9, 2023  
March 9, 2023  
April 13, 2023  
May 11, 2023  
June 8, 2023  
July 13, 2023  
August 10, 2023  
September 14, 2023**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

## SECTION IX



**Marsha M. Faux, CFA, ASA**  
**POLK COUNTY PROPERTY APPRAISER**  
**2022 Data Sharing and Usage Agreement**

### **EAGLE HAMMOCK CDD**

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the **EAGLE HAMMOCK CDD**, hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

*As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.*

***For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.***

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” **will be protected as follows:**

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

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

*Marsha Faux*

Print: \_\_\_\_\_

Marsha M. Faux CFA, ASA

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

Polk County Property Appraiser

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

December 1, 2021

**EAGLE HAMMOCK CDD**

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

*Jill Burns*

Print: \_\_\_\_\_

Jill Burns

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

District Manager

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

7/22/2022

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

# SECTION X

# SECTION C

# SECTION 1

*Item will be  
provided under  
separate cover.*

## SECTION 2



*Item will be  
provided under  
separate cover.*