

*Eagle Hammock
Community Development District*

Meeting Agenda

August 24, 2022

AGENDA

Eagle Hammock

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

August 17, 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 24, 2022**, at **1:00 PM** at **4900 Dundee Road, Winter Haven, FL 33884**.

Zoom Video Join Link: <https://us06web.zoom.us/j/83245249386>

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

Meeting ID: 832 4524 9386

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Acceptance of Resignation from Branden Eckenrode
 - B. Appointment to Fill the Vacant Board Seat #4
 - C. Administration of Oath to Newly Appointed Supervisor
 - D. Consideration of Resolution 2022-42 Electing Officers
4. Approval of Minutes of the July 7, 2022 Continued Board of Supervisors Meeting and the July 13, 2022 Board of Supervisors Meeting
5. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2021/2022 and 2022/2023 Budgets
 - i. Consideration of Resolution 2022-43 Adopting the District's Fiscal Year 2021/2022 Budget and Appropriating Funds

¹ Comments will be limited to three (3) minutes

- ii. Consideration of Resolution 2022-44 Adopting the District's Fiscal Year 2022/2023 Budget and Appropriating Funds
 - iii. Consideration of Fiscal Year 2022/2023 Developer Budget Funding Agreement
 - B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
 - i. Consideration of Resolution 2022-45 Imposing Special Assessments and Certifying an Assessment Roll
- 6. Consideration of Resolution 2022-46 Ratifying the Series 2022 Bonds
- 7. Consideration of Disclosure of Public Financing
- 8. Ratification of the Series 2022 Developer Agreements and Acquisition Documents (including Acquisition of Improvements—Right of Way Documents)
- 9. Consideration of Resolution 2022-47 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023
- 10. Ratification of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet & Income Statement
- 12. Other Business
- 13. Supervisors Requests and Audience Comments
- 14. Adjournment

SECTION III

SECTION A

Good afternoon, Jillian,

I would like to resign from all CDD's that I currently reside on.

Thank you,
Branden Eckenrode

SECTION D

RESOLUTION 2022-42

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

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

PASSED AND ADOPTED this 24th day of August, 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

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.

Secretary/Assistant Secretary

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.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

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, 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 24TH DAY OF AUGUST, 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 Budget

Eagle Hammock
Community Development District

Proposed Budget
FY2022 - FY2023



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Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ 170,950
Developer Contributions	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 230,807
Total Revenues	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 401,757
<u>Expenditures</u>					
<u>General & Administrative</u>					
Supervisor Fees	\$ 7,000	\$ -	\$ -	\$ -	\$ 12,000
Engineering	\$ 8,750	\$ -	\$ -	\$ -	\$ 15,000
Attorney	\$ 14,583	\$ 6,777	\$ 3,389	\$ 10,166	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 500
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 20,417	\$ 10,255	\$ 8,750	\$ 19,005	\$ 35,000
Information Technology	\$ 1,050	\$ 440	\$ 375	\$ 815	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 2,190	\$ 375	\$ 2,565	\$ 1,200
Telephone	\$ -	\$ -	\$ 50	\$ 50	\$ -
Postage & Delivery	\$ 583	\$ 33	\$ 90	\$ 123	\$ 1,000
Insurance	\$ 5,000	\$ 2,849	\$ -	\$ 2,849	\$ 5,000
Copies	\$ 583	\$ -	\$ 100	\$ 100	\$ 1,000
Legal Advertising	\$ 10,000	\$ 9,341	\$ 659	\$ 10,000	\$ 10,000
Contingency	\$ 4,000	\$ -	\$ 1,250	\$ 1,250	\$ 5,960
Office Supplies	\$ 365	\$ 6	\$ 15	\$ 21	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 125	\$ -	\$ 125	\$ 175
Total General & Administrative:	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 134,260
<u>Operations & Maintenance</u>					
Field Services					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 60,317
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 7,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Subtotal Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 167,867

Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023	
Amenity Expenditures						
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050	
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 8,000	
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Internet	\$ -	\$ -	\$ -	\$ -	\$ 2,000	
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 480	
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 5,600	
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 34,000	
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 12,000	
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500	
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 99,630	
Total Operations & Maintenance:	\$ -	\$ -	\$ -	\$ -	\$ 267,497	
Total Expenditures	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 401,757	
Excess Revenues/(Expenditures)	\$ -	\$ 2,985	\$ (2,985)	\$ 0	\$ -	
Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	263.00	263	1.00	\$170,950.00	\$650.00	\$698.92

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Eagle Hammock

Community Development District

General Fund Narrative

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Eagle Hammock

Community Development District

General Fund Narrative

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Eagle Hammock

Community Development District

General Fund Narrative

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Eagle Hammock

Community Development District

General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the cost of contracting a monthly security service for the District's amenity facilities.

Eagle Hammock

Community Development District

General Fund Narrative

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Amenity Access Management

Represents the cost of managing the monitoring access to the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Eagle Hammock
Community Development District
Proposed Budget
Debt Service Fund Series 2022

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Projected Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 255,747
Carry Forward Surplus ⁽¹⁾	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Total Revenues	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 318,297
<u>Expenditures</u>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 99,638
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 217,188
<u>Other Sources/(Uses)</u>					
Bond Proceeds	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Total Other Sources/(Uses)	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ 190,423	\$ 190,423	\$ 101,109

Interest - 11/1 \$ 98,434.38

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Date	Balance	Principal	Interest	Total
11/01/22	\$ 3,800,000.00	\$ -	\$ 62,550.21	\$ 62,550.21
05/01/23	\$ 3,800,000.00	\$ 55,000.00	\$ 99,637.50	
11/01/23	\$ 3,745,000.00	\$ -	\$ 98,434.38	\$ 253,071.88
05/01/24	\$ 3,745,000.00	\$ 60,000.00	\$ 98,434.38	
11/01/24	\$ 3,685,000.00	\$ -	\$ 97,121.88	\$ 255,556.25
05/01/25	\$ 3,685,000.00	\$ 60,000.00	\$ 97,121.88	
11/01/25	\$ 3,625,000.00	\$ -	\$ 95,809.38	\$ 252,931.25
05/01/26	\$ 3,625,000.00	\$ 65,000.00	\$ 95,809.38	
11/01/26	\$ 3,560,000.00	\$ -	\$ 94,387.50	\$ 255,196.88
05/01/27	\$ 3,560,000.00	\$ 65,000.00	\$ 94,387.50	
11/01/27	\$ 3,495,000.00	\$ -	\$ 92,965.63	\$ 252,353.13
05/01/28	\$ 3,495,000.00	\$ 70,000.00	\$ 92,965.63	
11/01/28	\$ 3,425,000.00	\$ -	\$ 91,259.38	\$ 254,225.00
05/01/29	\$ 3,425,000.00	\$ 75,000.00	\$ 91,259.38	
11/01/29	\$ 3,350,000.00	\$ -	\$ 89,431.25	\$ 255,690.63
05/01/30	\$ 3,350,000.00	\$ 75,000.00	\$ 89,431.25	
11/01/30	\$ 3,275,000.00	\$ -	\$ 87,603.13	\$ 252,034.38
05/01/31	\$ 3,275,000.00	\$ 80,000.00	\$ 87,603.13	
11/01/31	\$ 3,195,000.00	\$ -	\$ 85,653.13	\$ 253,256.25
05/01/32	\$ 3,195,000.00	\$ 85,000.00	\$ 85,653.13	
11/01/32	\$ 3,110,000.00	\$ -	\$ 83,581.25	\$ 254,234.38
05/01/33	\$ 3,110,000.00	\$ 90,000.00	\$ 83,581.25	
11/01/33	\$ 3,020,000.00	\$ -	\$ 81,162.50	\$ 254,743.75
05/01/34	\$ 3,020,000.00	\$ 95,000.00	\$ 81,162.50	
11/01/34	\$ 2,925,000.00	\$ -	\$ 78,609.38	\$ 254,771.88
05/01/35	\$ 2,925,000.00	\$ 100,000.00	\$ 78,609.38	
11/01/35	\$ 2,825,000.00	\$ -	\$ 75,921.88	\$ 254,531.25
05/01/36	\$ 2,825,000.00	\$ 105,000.00	\$ 75,921.88	
11/01/36	\$ 2,720,000.00	\$ -	\$ 73,100.00	\$ 254,021.88
05/01/37	\$ 2,720,000.00	\$ 110,000.00	\$ 73,100.00	
11/01/37	\$ 2,610,000.00	\$ -	\$ 70,143.75	\$ 253,243.75
05/01/38	\$ 2,610,000.00	\$ 115,000.00	\$ 70,143.75	
11/01/38	\$ 2,495,000.00	\$ -	\$ 67,053.13	\$ 252,196.88
05/01/39	\$ 2,495,000.00	\$ 125,000.00	\$ 67,053.13	
11/01/39	\$ 2,370,000.00	\$ -	\$ 63,693.75	\$ 255,746.88
05/01/40	\$ 2,370,000.00	\$ 130,000.00	\$ 63,693.75	
11/01/40	\$ 2,240,000.00	\$ -	\$ 60,200.00	\$ 253,893.75
05/01/41	\$ 2,240,000.00	\$ 135,000.00	\$ 60,200.00	
11/01/41	\$ 2,105,000.00	\$ -	\$ 56,571.88	\$ 251,771.88
05/01/42	\$ 2,105,000.00	\$ 145,000.00	\$ 56,571.88	
11/01/42	\$ 1,960,000.00	\$ -	\$ 52,675.00	\$ 254,246.88
05/01/43	\$ 1,960,000.00	\$ 150,000.00	\$ 52,675.00	
11/01/43	\$ 1,810,000.00	\$ -	\$ 48,643.75	\$ 251,318.75
05/01/44	\$ 1,810,000.00	\$ 160,000.00	\$ 48,643.75	
11/01/44	\$ 1,650,000.00	\$ -	\$ 44,343.75	\$ 252,987.50
05/01/45	\$ 1,650,000.00	\$ 170,000.00	\$ 44,343.75	
11/01/45	\$ 1,480,000.00	\$ -	\$ 39,775.00	\$ 254,118.75
05/01/46	\$ 1,480,000.00	\$ 180,000.00	\$ 39,775.00	
11/01/46	\$ 1,300,000.00	\$ -	\$ 34,937.50	\$ 254,712.50
05/01/47	\$ 1,300,000.00	\$ 190,000.00	\$ 34,937.50	
11/01/47	\$ 1,110,000.00	\$ -	\$ 29,831.25	\$ 254,768.75
05/01/48	\$ 1,110,000.00	\$ 200,000.00	\$ 29,831.25	
11/01/48	\$ 910,000.00	\$ -	\$ 24,456.25	\$ 254,287.50
05/01/49	\$ 910,000.00	\$ 210,000.00	\$ 24,456.25	
11/01/49	\$ 700,000.00	\$ -	\$ 18,812.50	\$ 253,268.75
05/01/50	\$ 700,000.00	\$ 220,000.00	\$ 18,812.50	\$ -
11/01/50	\$ 480,000.00	\$ -	\$ 12,900.00	\$ 251,712.50
05/01/51	\$ 480,000.00	\$ 2		

SECTION 2

RESOLUTION 2022-44

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 24TH DAY OF AUGUST, 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget

Eagle Hammock
Community Development District

Proposed Budget
FY2022 - FY2023



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8 Debt Services - Series 2022

9 Amortization Schedule

Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ 170,950
Developer Contributions	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 230,807
Total Revenues	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 401,757
<u>Expenditures</u>					
<u>General & Administrative</u>					
Supervisor Fees	\$ 7,000	\$ -	\$ -	\$ -	\$ 12,000
Engineering	\$ 8,750	\$ -	\$ -	\$ -	\$ 15,000
Attorney	\$ 14,583	\$ 6,777	\$ 3,389	\$ 10,166	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 500
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 20,417	\$ 10,255	\$ 8,750	\$ 19,005	\$ 35,000
Information Technology	\$ 1,050	\$ 440	\$ 375	\$ 815	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 2,190	\$ 375	\$ 2,565	\$ 1,200
Telephone	\$ -	\$ -	\$ 50	\$ 50	\$ -
Postage & Delivery	\$ 583	\$ 33	\$ 90	\$ 123	\$ 1,000
Insurance	\$ 5,000	\$ 2,849	\$ -	\$ 2,849	\$ 5,000
Copies	\$ 583	\$ -	\$ 100	\$ 100	\$ 1,000
Legal Advertising	\$ 10,000	\$ 9,341	\$ 659	\$ 10,000	\$ 10,000
Contingency	\$ 4,000	\$ -	\$ 1,250	\$ 1,250	\$ 5,960
Office Supplies	\$ 365	\$ 6	\$ 15	\$ 21	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 125	\$ -	\$ 125	\$ 175
Total General & Administrative:	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 134,260
<u>Operations & Maintenance</u>					
Field Services					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 60,317
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 7,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Subtotal Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 167,867

Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023	
Amenity Expenditures						
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050	
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 8,000	
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Internet	\$ -	\$ -	\$ -	\$ -	\$ 2,000	
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 480	
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 5,600	
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 34,000	
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 12,000	
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500	
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 99,630	
Total Operations & Maintenance:	\$ -	\$ -	\$ -	\$ -	\$ 267,497	
Total Expenditures	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 401,757	
Excess Revenues/(Expenditures)	\$ -	\$ 2,985	\$ (2,985)	\$ 0	\$ -	
Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	263.00	263	1.00	\$170,950.00	\$650.00	\$698.92

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Eagle Hammock

Community Development District

General Fund Narrative

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Eagle Hammock

Community Development District

General Fund Narrative

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Eagle Hammock

Community Development District

General Fund Narrative

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Eagle Hammock

Community Development District

General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the cost of contracting a monthly security service for the District's amenity facilities.

Eagle Hammock
Community Development District
General Fund Narrative

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Amenity Access Management

Represents the cost of managing the monitoring access to the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Eagle Hammock
Community Development District
Proposed Budget
Debt Service Fund Series 2022

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Projected Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 255,747
Carry Forward Surplus ⁽¹⁾	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Total Revenues	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 318,297
<u>Expenditures</u>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 99,638
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 217,188
<u>Other Sources/(Uses)</u>					
Bond Proceeds	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Total Other Sources/(Uses)	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ 190,423	\$ 190,423	\$ 101,109

Interest - 11/1 \$ 98,434.38

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Date	Balance	Principal	Interest	Total
11/01/22	\$ 3,800,000.00	\$ -	\$ 62,550.21	\$ 62,550.21
05/01/23	\$ 3,800,000.00	\$ 55,000.00	\$ 99,637.50	
11/01/23	\$ 3,745,000.00	\$ -	\$ 98,434.38	\$ 253,071.88
05/01/24	\$ 3,745,000.00	\$ 60,000.00	\$ 98,434.38	
11/01/24	\$ 3,685,000.00	\$ -	\$ 97,121.88	\$ 255,556.25
05/01/25	\$ 3,685,000.00	\$ 60,000.00	\$ 97,121.88	
11/01/25	\$ 3,625,000.00	\$ -	\$ 95,809.38	\$ 252,931.25
05/01/26	\$ 3,625,000.00	\$ 65,000.00	\$ 95,809.38	
11/01/26	\$ 3,560,000.00	\$ -	\$ 94,387.50	\$ 255,196.88
05/01/27	\$ 3,560,000.00	\$ 65,000.00	\$ 94,387.50	
11/01/27	\$ 3,495,000.00	\$ -	\$ 92,965.63	\$ 252,353.13
05/01/28	\$ 3,495,000.00	\$ 70,000.00	\$ 92,965.63	
11/01/28	\$ 3,425,000.00	\$ -	\$ 91,259.38	\$ 254,225.00
05/01/29	\$ 3,425,000.00	\$ 75,000.00	\$ 91,259.38	
11/01/29	\$ 3,350,000.00	\$ -	\$ 89,431.25	\$ 255,690.63
05/01/30	\$ 3,350,000.00	\$ 75,000.00	\$ 89,431.25	
11/01/30	\$ 3,275,000.00	\$ -	\$ 87,603.13	\$ 252,034.38
05/01/31	\$ 3,275,000.00	\$ 80,000.00	\$ 87,603.13	
11/01/31	\$ 3,195,000.00	\$ -	\$ 85,653.13	\$ 253,256.25
05/01/32	\$ 3,195,000.00	\$ 85,000.00	\$ 85,653.13	
11/01/32	\$ 3,110,000.00	\$ -	\$ 83,581.25	\$ 254,234.38
05/01/33	\$ 3,110,000.00	\$ 90,000.00	\$ 83,581.25	
11/01/33	\$ 3,020,000.00	\$ -	\$ 81,162.50	\$ 254,743.75
05/01/34	\$ 3,020,000.00	\$ 95,000.00	\$ 81,162.50	
11/01/34	\$ 2,925,000.00	\$ -	\$ 78,609.38	\$ 254,771.88
05/01/35	\$ 2,925,000.00	\$ 100,000.00	\$ 78,609.38	
11/01/35	\$ 2,825,000.00	\$ -	\$ 75,921.88	\$ 254,531.25
05/01/36	\$ 2,825,000.00	\$ 105,000.00	\$ 75,921.88	
11/01/36	\$ 2,720,000.00	\$ -	\$ 73,100.00	\$ 254,021.88
05/01/37	\$ 2,720,000.00	\$ 110,000.00	\$ 73,100.00	
11/01/37	\$ 2,610,000.00	\$ -	\$ 70,143.75	\$ 253,243.75
05/01/38	\$ 2,610,000.00	\$ 115,000.00	\$ 70,143.75	
11/01/38	\$ 2,495,000.00	\$ -	\$ 67,053.13	\$ 252,196.88
05/01/39	\$ 2,495,000.00	\$ 125,000.00	\$ 67,053.13	
11/01/39	\$ 2,370,000.00	\$ -	\$ 63,693.75	\$ 255,746.88
05/01/40	\$ 2,370,000.00	\$ 130,000.00	\$ 63,693.75	
11/01/40	\$ 2,240,000.00	\$ -	\$ 60,200.00	\$ 253,893.75
05/01/41	\$ 2,240,000.00	\$ 135,000.00	\$ 60,200.00	
11/01/41	\$ 2,105,000.00	\$ -	\$ 56,571.88	\$ 251,771.88
05/01/42	\$ 2,105,000.00	\$ 145,000.00	\$ 56,571.88	
11/01/42	\$ 1,960,000.00	\$ -	\$ 52,675.00	\$ 254,246.88
05/01/43	\$ 1,960,000.00	\$ 150,000.00	\$ 52,675.00	
11/01/43	\$ 1,810,000.00	\$ -	\$ 48,643.75	\$ 251,318.75
05/01/44	\$ 1,810,000.00	\$ 160,000.00	\$ 48,643.75	
11/01/44	\$ 1,650,000.00	\$ -	\$ 44,343.75	\$ 252,987.50
05/01/45	\$ 1,650,000.00	\$ 170,000.00	\$ 44,343.75	
11/01/45	\$ 1,480,000.00	\$ -	\$ 39,775.00	\$ 254,118.75
05/01/46	\$ 1,480,000.00	\$ 180,000.00	\$ 39,775.00	
11/01/46	\$ 1,300,000.00	\$ -	\$ 34,937.50	\$ 254,712.50
05/01/47	\$ 1,300,000.00	\$ 190,000.00	\$ 34,937.50	
11/01/47	\$ 1,110,000.00	\$ -	\$ 29,831.25	\$ 254,768.75
05/01/48	\$ 1,110,000.00	\$ 200,000.00	\$ 29,831.25	
11/01/48	\$ 910,000.00	\$ -	\$ 24,456.25	\$ 254,287.50
05/01/49	\$ 910,000.00	\$ 210,000.00	\$ 24,456.25	
11/01/49	\$ 700,000.00	\$ -	\$ 18,812.50	\$ 253,268.75
05/01/50	\$ 700,000.00	\$ 220,000.00	\$ 18,812.50	\$ -
11/01/50	\$ 480,000.00	\$ -	\$ 12,900.00	\$ 251,712.50
05/01/51	\$ 480,000.00	\$ 2		

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

Eagle Hammock
Community Development District

Proposed Budget
FY2022 - FY2023



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Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ 170,950
Developer Contributions	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 230,807
Total Revenues	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 401,757
<u>Expenditures</u>					
<u>General & Administrative</u>					
Supervisor Fees	\$ 7,000	\$ -	\$ -	\$ -	\$ 12,000
Engineering	\$ 8,750	\$ -	\$ -	\$ -	\$ 15,000
Attorney	\$ 14,583	\$ 6,777	\$ 3,389	\$ 10,166	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 500
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 20,417	\$ 10,255	\$ 8,750	\$ 19,005	\$ 35,000
Information Technology	\$ 1,050	\$ 440	\$ 375	\$ 815	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 2,190	\$ 375	\$ 2,565	\$ 1,200
Telephone	\$ -	\$ -	\$ 50	\$ 50	\$ -
Postage & Delivery	\$ 583	\$ 33	\$ 90	\$ 123	\$ 1,000
Insurance	\$ 5,000	\$ 2,849	\$ -	\$ 2,849	\$ 5,000
Copies	\$ 583	\$ -	\$ 100	\$ 100	\$ 1,000
Legal Advertising	\$ 10,000	\$ 9,341	\$ 659	\$ 10,000	\$ 10,000
Contingency	\$ 4,000	\$ -	\$ 1,250	\$ 1,250	\$ 5,960
Office Supplies	\$ 365	\$ 6	\$ 15	\$ 21	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 125	\$ -	\$ 125	\$ 175
Total General & Administrative:	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 134,260
<u>Operations & Maintenance</u>					
Field Services					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 60,317
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 7,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Subtotal Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 167,867

Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023	
Amenity Expenditures						
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050	
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 8,000	
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Internet	\$ -	\$ -	\$ -	\$ -	\$ 2,000	
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 480	
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 5,600	
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 34,000	
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 12,000	
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500	
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 99,630	
Total Operations & Maintenance:	\$ -	\$ -	\$ -	\$ -	\$ 267,497	
Total Expenditures	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 401,757	
Excess Revenues/(Expenditures)	\$ -	\$ 2,985	\$ (2,985)	\$ 0	\$ -	
Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	263.00	263	1.00	\$170,950.00	\$650.00	\$698.92

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Eagle Hammock

Community Development District

General Fund Narrative

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Eagle Hammock

Community Development District

General Fund Narrative

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Eagle Hammock

Community Development District

General Fund Narrative

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Eagle Hammock

Community Development District

General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the cost of contracting a monthly security service for the District's amenity facilities.

Eagle Hammock

Community Development District

General Fund Narrative

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Amenity Access Management

Represents the cost of managing the monitoring access to the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Eagle Hammock
Community Development District
Proposed Budget
Debt Service Fund Series 2022

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Projected Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 255,747
Carry Forward Surplus ⁽¹⁾	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Total Revenues	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 318,297
<u>Expenditures</u>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 99,638
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 217,188
<u>Other Sources/(Uses)</u>					
Bond Proceeds	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Total Other Sources/(Uses)	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ 190,423	\$ 190,423	\$ 101,109

Interest - 11/1 \$ 98,434.38

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Date	Balance	Principal	Interest	Total
11/01/22	\$ 3,800,000.00	\$ -	\$ 62,550.21	\$ 62,550.21
05/01/23	\$ 3,800,000.00	\$ 55,000.00	\$ 99,637.50	
11/01/23	\$ 3,745,000.00	\$ -	\$ 98,434.38	253,071.88
05/01/24	\$ 3,745,000.00	\$ 60,000.00	\$ 98,434.38	
11/01/24	\$ 3,685,000.00	\$ -	\$ 97,121.88	255,556.25
05/01/25	\$ 3,685,000.00	\$ 60,000.00	\$ 97,121.88	
11/01/25	\$ 3,625,000.00	\$ -	\$ 95,809.38	252,931.25
05/01/26	\$ 3,625,000.00	\$ 65,000.00	\$ 95,809.38	
11/01/26	\$ 3,560,000.00	\$ -	\$ 94,387.50	255,196.88
05/01/27	\$ 3,560,000.00	\$ 65,000.00	\$ 94,387.50	
11/01/27	\$ 3,495,000.00	\$ -	\$ 92,965.63	252,353.13
05/01/28	\$ 3,495,000.00	\$ 70,000.00	\$ 92,965.63	
11/01/28	\$ 3,425,000.00	\$ -	\$ 91,259.38	254,225.00
05/01/29	\$ 3,425,000.00	\$ 75,000.00	\$ 91,259.38	
11/01/29	\$ 3,350,000.00	\$ -	\$ 89,431.25	255,690.63
05/01/30	\$ 3,350,000.00	\$ 75,000.00	\$ 89,431.25	
11/01/30	\$ 3,275,000.00	\$ -	\$ 87,603.13	252,034.38
05/01/31	\$ 3,275,000.00	\$ 80,000.00	\$ 87,603.13	
11/01/31	\$ 3,195,000.00	\$ -	\$ 85,653.13	253,256.25
05/01/32	\$ 3,195,000.00	\$ 85,000.00	\$ 85,653.13	
11/01/32	\$ 3,110,000.00	\$ -	\$ 83,581.25	254,234.38
05/01/33	\$ 3,110,000.00	\$ 90,000.00	\$ 83,581.25	
11/01/33	\$ 3,020,000.00	\$ -	\$ 81,162.50	254,743.75
05/01/34	\$ 3,020,000.00	\$ 95,000.00	\$ 81,162.50	
11/01/34	\$ 2,925,000.00	\$ -	\$ 78,609.38	254,771.88
05/01/35	\$ 2,925,000.00	\$ 100,000.00	\$ 78,609.38	
11/01/35	\$ 2,825,000.00	\$ -	\$ 75,921.88	254,531.25
05/01/36	\$ 2,825,000.00	\$ 105,000.00	\$ 75,921.88	
11/01/36	\$ 2,720,000.00	\$ -	\$ 73,100.00	254,021.88
05/01/37	\$ 2,720,000.00	\$ 110,000.00	\$ 73,100.00	
11/01/37	\$ 2,610,000.00	\$ -	\$ 70,143.75	253,243.75
05/01/38	\$ 2,610,000.00	\$ 115,000.00	\$ 70,143.75	
11/01/38	\$ 2,495,000.00	\$ -	\$ 67,053.13	252,196.88
05/01/39	\$ 2,495,000.00	\$ 125,000.00	\$ 67,053.13	
11/01/39	\$ 2,370,000.00	\$ -	\$ 63,693.75	255,746.88
05/01/40	\$ 2,370,000.00	\$ 130,000.00	\$ 63,693.75	
11/01/40	\$ 2,240,000.00	\$ -	\$ 60,200.00	253,893.75
05/01/41	\$ 2,240,000.00	\$ 135,000.00	\$ 60,200.00	
11/01/41	\$ 2,105,000.00	\$ -	\$ 56,571.88	251,771.88
05/01/42	\$ 2,105,000.00	\$ 145,000.00	\$ 56,571.88	
11/01/42	\$ 1,960,000.00	\$ -	\$ 52,675.00	254,246.88
05/01/43	\$ 1,960,000.00	\$ 150,000.00	\$ 52,675.00	
11/01/43	\$ 1,810,000.00	\$ -	\$ 48,643.75	251,318.75
05/01/44	\$ 1,810,000.00	\$ 160,000.00	\$ 48,643.75	
11/01/44	\$ 1,650,000.00	\$ -	\$ 44,343.75	252,987.50
05/01/45	\$ 1,650,000.00	\$ 170,000.00	\$ 44,343.75	
11/01/45	\$ 1,480,000.00	\$ -	\$ 39,775.00	254,118.75
05/01/46	\$ 1,480,000.00	\$ 180,000.00	\$ 39,775.00	
11/01/46	\$ 1,300,000.00	\$ -	\$ 34,937.50	254,712.50
05/01/47	\$ 1,300,000.00	\$ 190,000.00	\$ 34,937.50	
11/01/47	\$ 1,110,000.00	\$ -	\$ 29,831.25	254,768.75
05/01/48	\$ 1,110,000.00	\$ 200,000.00	\$ 29,831.25	
11/01/48	\$ 910,000.00	\$ -	\$ 24,456.25	254,287.50
05/01/49	\$ 910,000.00	\$ 210,000.00	\$ 24,456.25	
11/01/49	\$ 700,000.00	\$ -	\$ 18,812.50	253,268.75
05/01/50	\$ 700,000.00	\$ 220,000.00	\$ 18,812.50	-
11/01/50	\$ 480,000.00	\$ -	\$ 12,900.00	251,712.50
05/01/51	\$ 480,000.00	\$ 235,000.00	\$ 12,900.00	-

SECTION B

SECTION 1

RESOLUTION 2022-45

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 24th day of August, 2022.

ATTEST:

**EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Eagle Hammock
Community Development District

Proposed Budget
FY2022 - FY2023



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8 Debt Services - Series 2022

9 Amortization Schedule

Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ 170,950
Developer Contributions	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 230,807
Total Revenues	\$ 74,956	\$ 35,000	\$ 12,068	\$ 47,068	\$ 401,757
<u>Expenditures</u>					
<u>General & Administrative</u>					
Supervisor Fees	\$ 7,000	\$ -	\$ -	\$ -	\$ 12,000
Engineering	\$ 8,750	\$ -	\$ -	\$ -	\$ 15,000
Attorney	\$ 14,583	\$ 6,777	\$ 3,389	\$ 10,166	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 500
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 20,417	\$ 10,255	\$ 8,750	\$ 19,005	\$ 35,000
Information Technology	\$ 1,050	\$ 440	\$ 375	\$ 815	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 2,190	\$ 375	\$ 2,565	\$ 1,200
Telephone	\$ -	\$ -	\$ 50	\$ 50	\$ -
Postage & Delivery	\$ 583	\$ 33	\$ 90	\$ 123	\$ 1,000
Insurance	\$ 5,000	\$ 2,849	\$ -	\$ 2,849	\$ 5,000
Copies	\$ 583	\$ -	\$ 100	\$ 100	\$ 1,000
Legal Advertising	\$ 10,000	\$ 9,341	\$ 659	\$ 10,000	\$ 10,000
Contingency	\$ 4,000	\$ -	\$ 1,250	\$ 1,250	\$ 5,960
Office Supplies	\$ 365	\$ 6	\$ 15	\$ 21	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 125	\$ -	\$ 125	\$ 175
Total General & Administrative:	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 134,260
<u>Operations & Maintenance</u>					
Field Services					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 60,317
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 7,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Subtotal Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 167,867

Eagle Hammock
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Total Thru 9/30/22	Proposed Budget FY2023	
Amenity Expenditures						
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,050	
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 8,000	
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Internet	\$ -	\$ -	\$ -	\$ -	\$ 2,000	
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 480	
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 5,600	
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 34,000	
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 12,000	
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 7,500	
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 99,630	
Total Operations & Maintenance:	\$ -	\$ -	\$ -	\$ -	\$ 267,497	
Total Expenditures	\$ 74,956	\$ 32,015	\$ 15,053	\$ 47,068	\$ 401,757	
Excess Revenues/(Expenditures)	\$ -	\$ 2,985	\$ (2,985)	\$ 0	\$ -	
Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	263.00	263	1.00	\$170,950.00	\$650.00	\$698.92

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Eagle Hammock

Community Development District

General Fund Narrative

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Eagle Hammock

Community Development District

General Fund Narrative

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Eagle Hammock

Community Development District

General Fund Narrative

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Eagle Hammock

Community Development District

General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the cost of contracting a monthly security service for the District's amenity facilities.

Eagle Hammock

Community Development District

General Fund Narrative

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Amenity Access Management

Represents the cost of managing the monitoring access to the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Eagle Hammock
Community Development District
Proposed Budget
Debt Service Fund Series 2022

Description	Proposed Budget FY2022*	Actuals Thru 6/30/22	Projected Next 3 months	Projected Thru 9/30/22	Proposed Budget FY2023
<u>Revenues</u>					
Assessments	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 255,747
Carry Forward Surplus ⁽¹⁾	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Total Revenues	\$ -	\$ -	\$ 62,550	\$ 62,550	\$ 318,297
<u>Expenditures</u>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 62,550
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 99,638
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 217,188
<u>Other Sources/(Uses)</u>					
Bond Proceeds	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Total Other Sources/(Uses)	\$ -	\$ -	\$ 127,873	\$ 127,873	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ -	\$ 190,423	\$ 190,423	\$ 101,109

Interest - 11/1 \$ 98,434.38

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Date	Balance	Principal	Interest	Total
11/01/22	\$ 3,800,000.00	\$ -	\$ 62,550.21	\$ 62,550.21
05/01/23	\$ 3,800,000.00	\$ 55,000.00	\$ 99,637.50	
11/01/23	\$ 3,745,000.00	\$ -	\$ 98,434.38	253,071.88
05/01/24	\$ 3,745,000.00	\$ 60,000.00	\$ 98,434.38	
11/01/24	\$ 3,685,000.00	\$ -	\$ 97,121.88	255,556.25
05/01/25	\$ 3,685,000.00	\$ 60,000.00	\$ 97,121.88	
11/01/25	\$ 3,625,000.00	\$ -	\$ 95,809.38	252,931.25
05/01/26	\$ 3,625,000.00	\$ 65,000.00	\$ 95,809.38	
11/01/26	\$ 3,560,000.00	\$ -	\$ 94,387.50	255,196.88
05/01/27	\$ 3,560,000.00	\$ 65,000.00	\$ 94,387.50	
11/01/27	\$ 3,495,000.00	\$ -	\$ 92,965.63	252,353.13
05/01/28	\$ 3,495,000.00	\$ 70,000.00	\$ 92,965.63	
11/01/28	\$ 3,425,000.00	\$ -	\$ 91,259.38	254,225.00
05/01/29	\$ 3,425,000.00	\$ 75,000.00	\$ 91,259.38	
11/01/29	\$ 3,350,000.00	\$ -	\$ 89,431.25	255,690.63
05/01/30	\$ 3,350,000.00	\$ 75,000.00	\$ 89,431.25	
11/01/30	\$ 3,275,000.00	\$ -	\$ 87,603.13	252,034.38
05/01/31	\$ 3,275,000.00	\$ 80,000.00	\$ 87,603.13	
11/01/31	\$ 3,195,000.00	\$ -	\$ 85,653.13	253,256.25
05/01/32	\$ 3,195,000.00	\$ 85,000.00	\$ 85,653.13	
11/01/32	\$ 3,110,000.00	\$ -	\$ 83,581.25	254,234.38
05/01/33	\$ 3,110,000.00	\$ 90,000.00	\$ 83,581.25	
11/01/33	\$ 3,020,000.00	\$ -	\$ 81,162.50	254,743.75
05/01/34	\$ 3,020,000.00	\$ 95,000.00	\$ 81,162.50	
11/01/34	\$ 2,925,000.00	\$ -	\$ 78,609.38	254,771.88
05/01/35	\$ 2,925,000.00	\$ 100,000.00	\$ 78,609.38	
11/01/35	\$ 2,825,000.00	\$ -	\$ 75,921.88	254,531.25
05/01/36	\$ 2,825,000.00	\$ 105,000.00	\$ 75,921.88	
11/01/36	\$ 2,720,000.00	\$ -	\$ 73,100.00	254,021.88
05/01/37	\$ 2,720,000.00	\$ 110,000.00	\$ 73,100.00	
11/01/37	\$ 2,610,000.00	\$ -	\$ 70,143.75	253,243.75
05/01/38	\$ 2,610,000.00	\$ 115,000.00	\$ 70,143.75	
11/01/38	\$ 2,495,000.00	\$ -	\$ 67,053.13	252,196.88
05/01/39	\$ 2,495,000.00	\$ 125,000.00	\$ 67,053.13	
11/01/39	\$ 2,370,000.00	\$ -	\$ 63,693.75	255,746.88
05/01/40	\$ 2,370,000.00	\$ 130,000.00	\$ 63,693.75	
11/01/40	\$ 2,240,000.00	\$ -	\$ 60,200.00	253,893.75
05/01/41	\$ 2,240,000.00	\$ 135,000.00	\$ 60,200.00	
11/01/41	\$ 2,105,000.00	\$ -	\$ 56,571.88	251,771.88
05/01/42	\$ 2,105,000.00	\$ 145,000.00	\$ 56,571.88	
11/01/42	\$ 1,960,000.00	\$ -	\$ 52,675.00	254,246.88
05/01/43	\$ 1,960,000.00	\$ 150,000.00	\$ 52,675.00	
11/01/43	\$ 1,810,000.00	\$ -	\$ 48,643.75	251,318.75
05/01/44	\$ 1,810,000.00	\$ 160,000.00	\$ 48,643.75	
11/01/44	\$ 1,650,000.00	\$ -	\$ 44,343.75	252,987.50
05/01/45	\$ 1,650,000.00	\$ 170,000.00	\$ 44,343.75	
11/01/45	\$ 1,480,000.00	\$ -	\$ 39,775.00	254,118.75
05/01/46	\$ 1,480,000.00	\$ 180,000.00	\$ 39,775.00	
11/01/46	\$ 1,300,000.00	\$ -	\$ 34,937.50	254,712.50
05/01/47	\$ 1,300,000.00	\$ 190,000.00	\$ 34,937.50	
11/01/47	\$ 1,110,000.00	\$ -	\$ 29,831.25	254,768.75
05/01/48	\$ 1,110,000.00	\$ 200,000.00	\$ 29,831.25	
11/01/48	\$ 910,000.00	\$ -	\$ 24,456.25	254,287.50
05/01/49	\$ 910,000.00	\$ 210,000.00	\$ 24,456.25	
11/01/49	\$ 700,000.00	\$ -	\$ 18,812.50	253,268.75
05/01/50	\$ 700,000.00	\$ 220,000.00	\$ 18,812.50	-
11/01/50	\$ 480,000.00	\$ -	\$ 12,900.00	251,712.50
05/01/51	\$ 480,000.00	\$ 235,000.00	\$ 12,900.00	-

Eagle Hammock CDD FY 23 Assessment Roll
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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

PARCEL ID	Units	Type	O&M	Debt	Total
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
Total Gross Assessments	263		\$183,815.96	\$274,995.62	\$458,811.58
Total Net Assessments			\$172,787.00	\$258,495.88	\$431,282.89

SECTION V

RESOLUTION 2022-46

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 24th 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 Supervisors¹

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.

¹ 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 10th 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 8th 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

EXHIBIT 9 - Overall Site Plan

**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:

Permits / Approvals	Approval / Expected Date
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

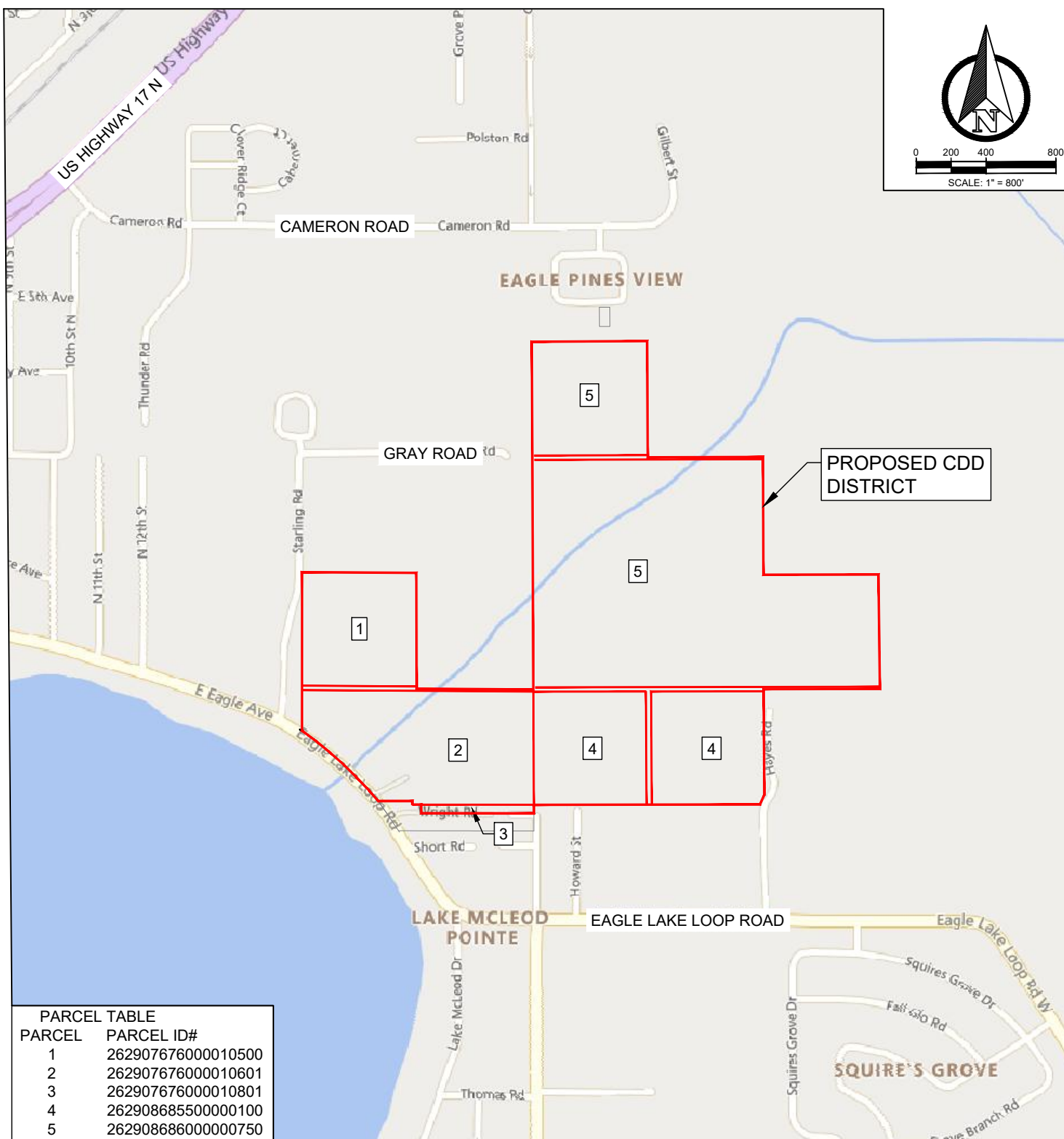
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

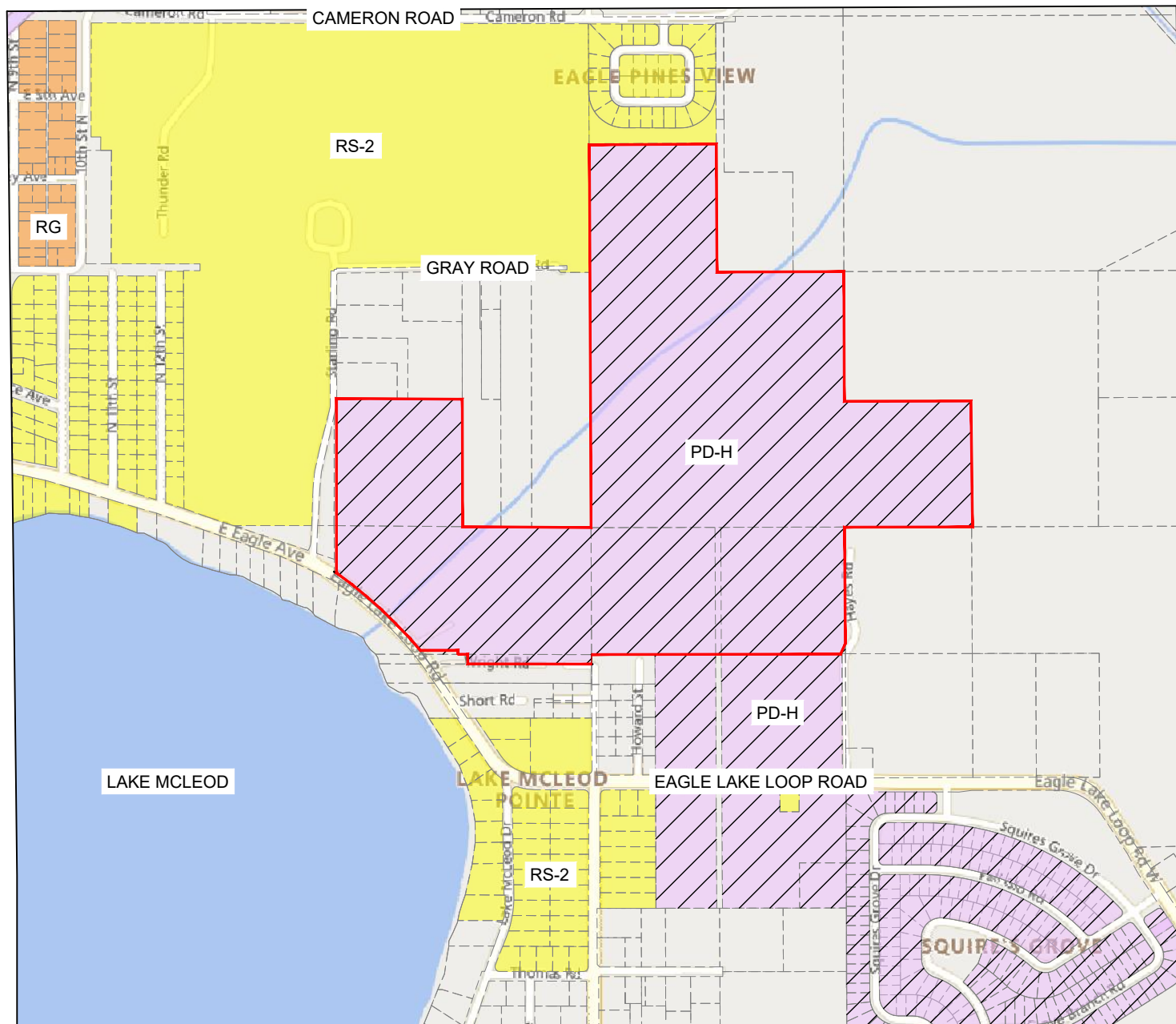
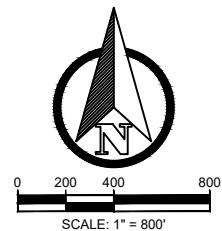
EXHIBIT 2

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

LEGAL DESCRIPTION





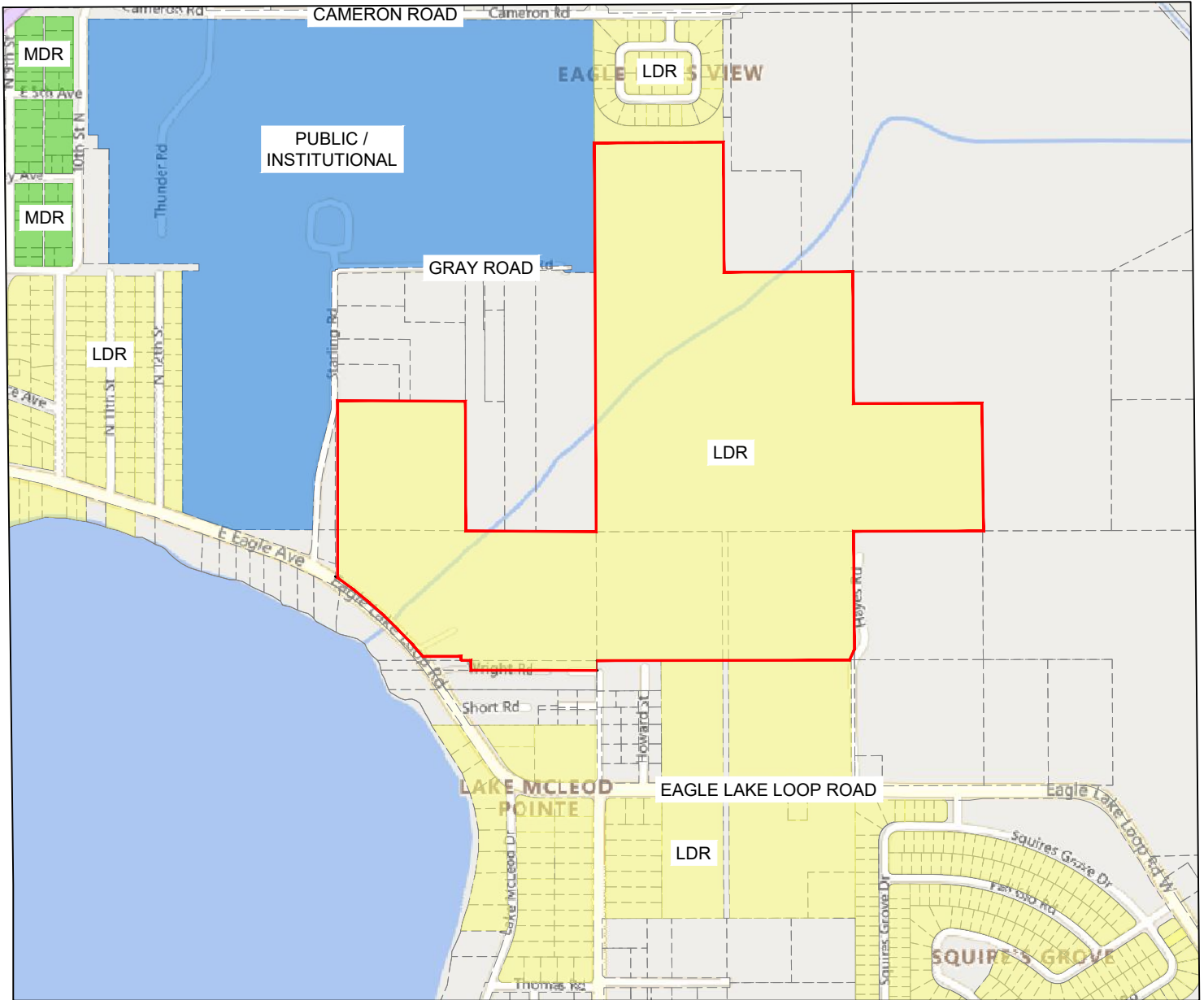
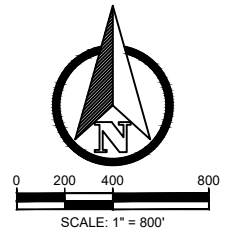
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EXHIBIT 3

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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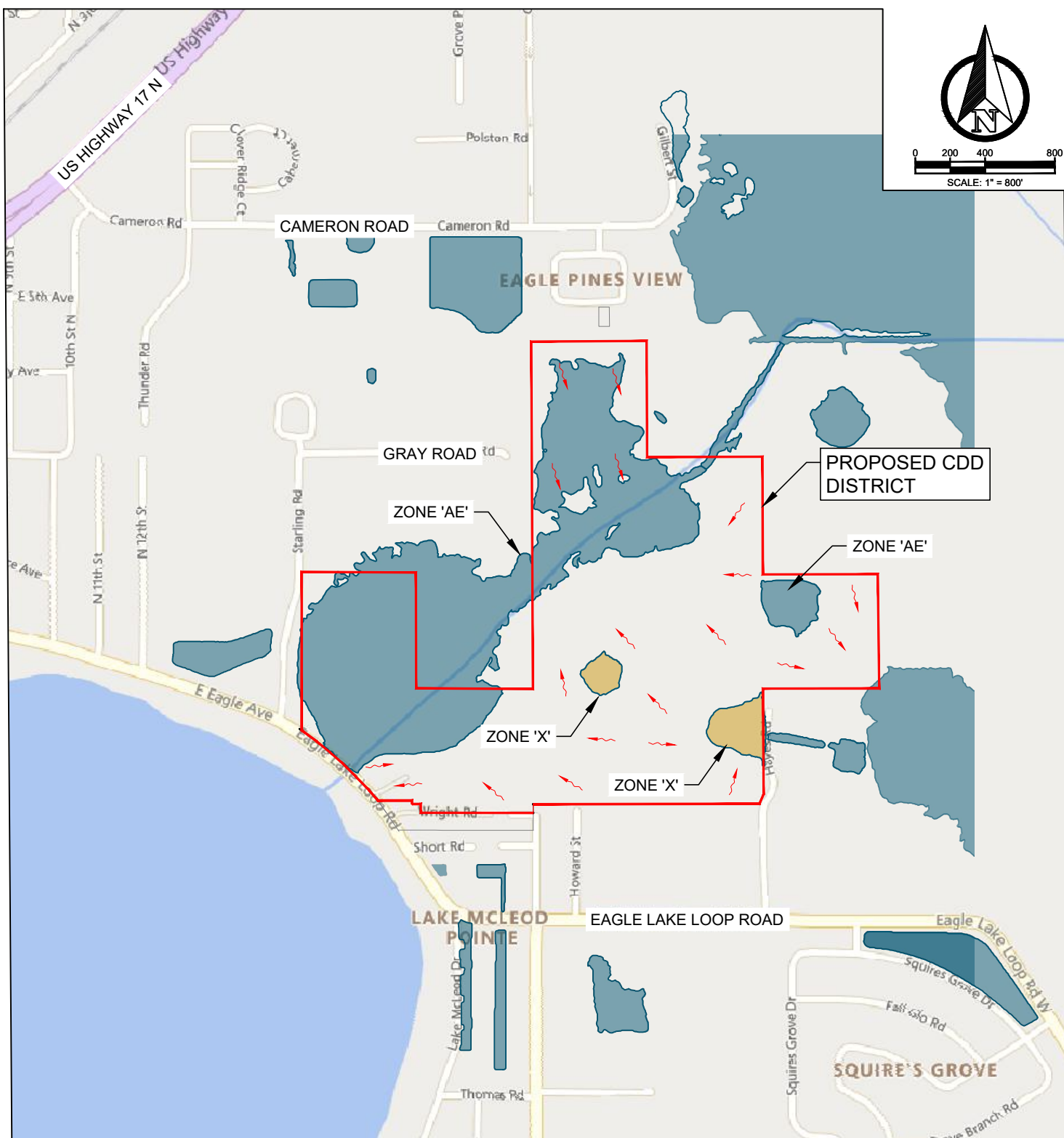
EXHIBIT 4

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

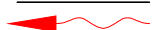
1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

FUTURE LAND USE MAP

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LEGEND



FLOW DIRECTION



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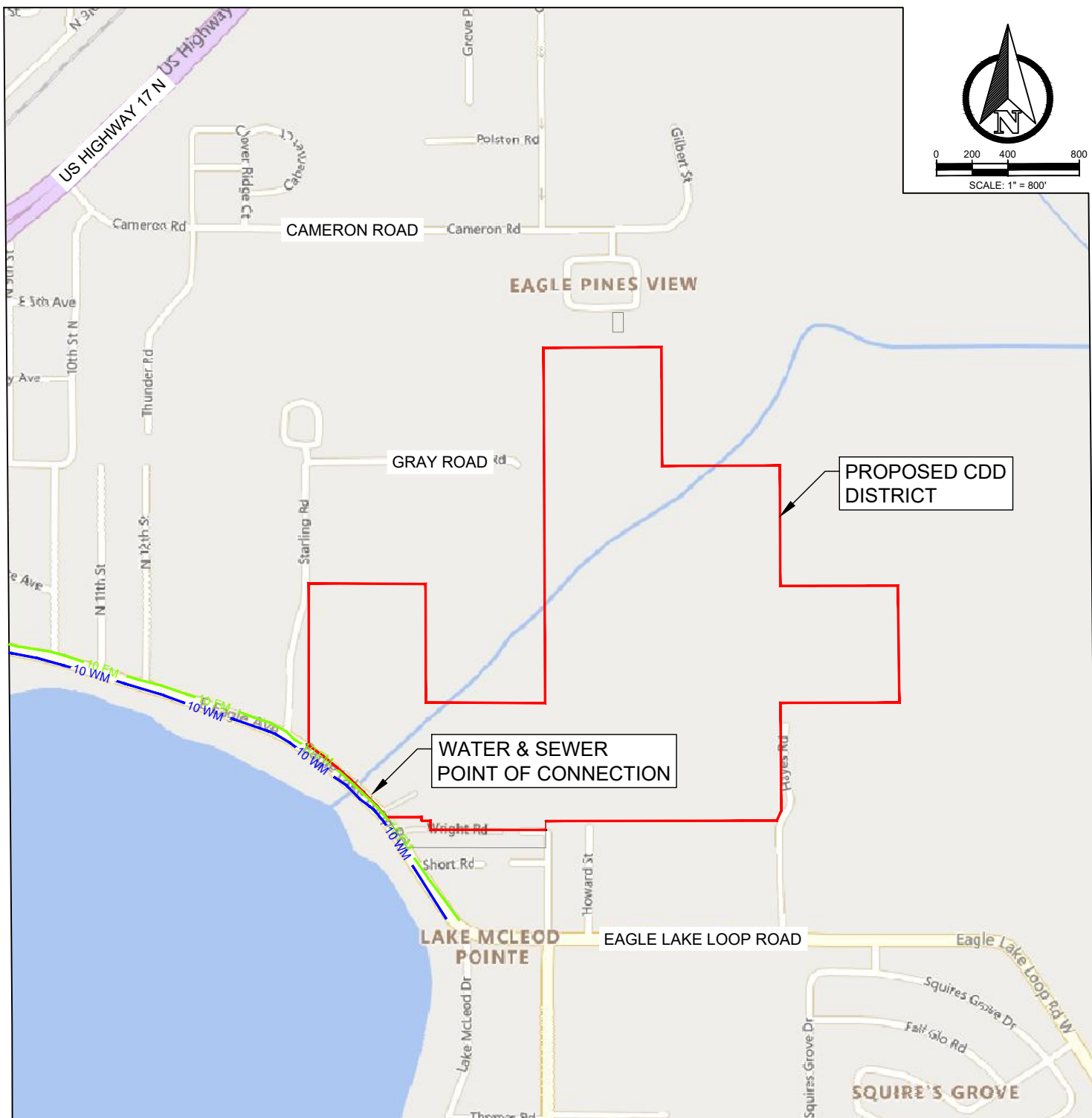
EXHIBIT 5

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT



1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

DRAINAGE MAP

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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

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

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 Financing*</u>	<u>Operation and 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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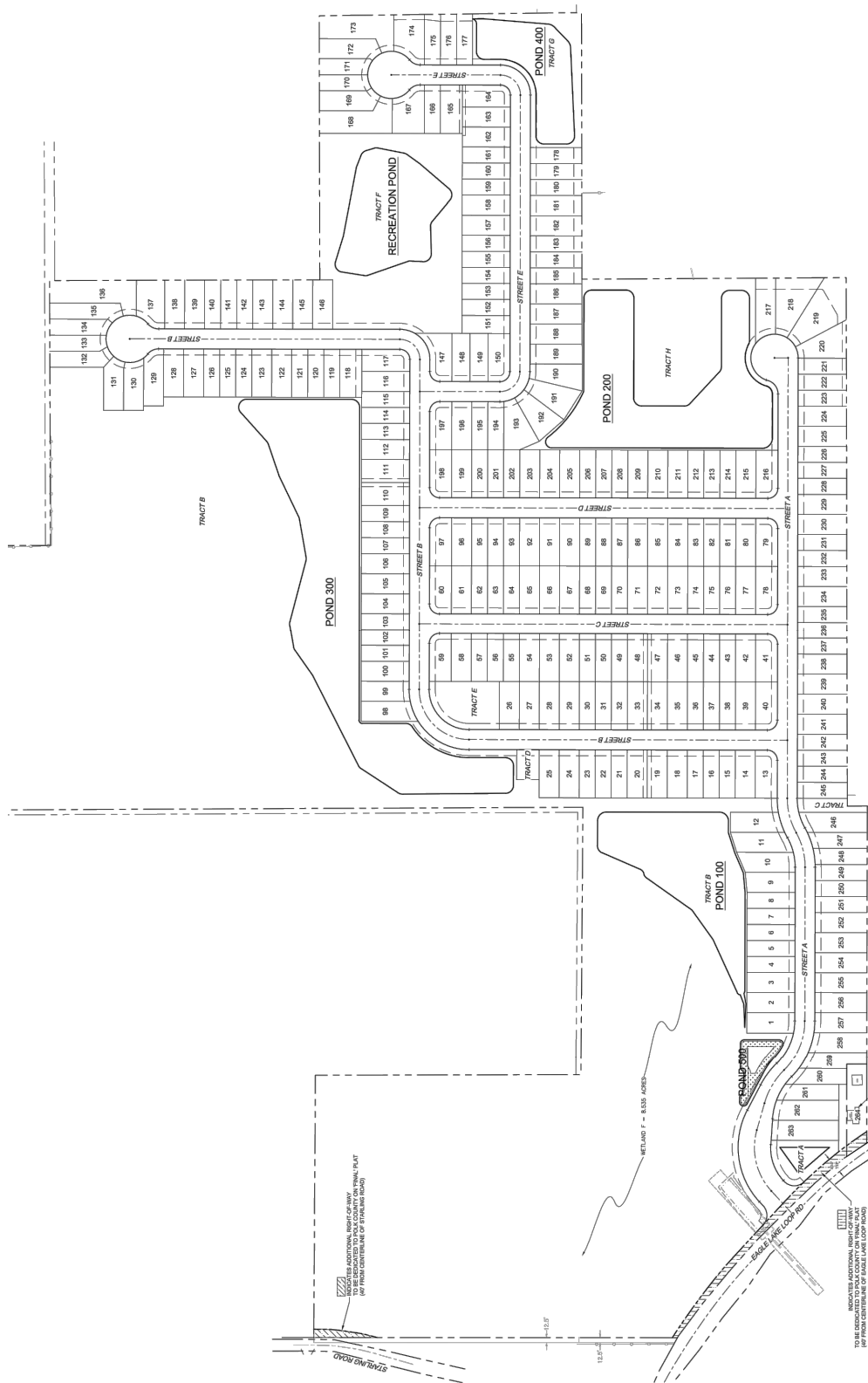


EXHIBIT 9

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

OVERALL SITE PLAN

**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 8th 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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**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:

Permits / Approvals	Approval / Expected Date
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.

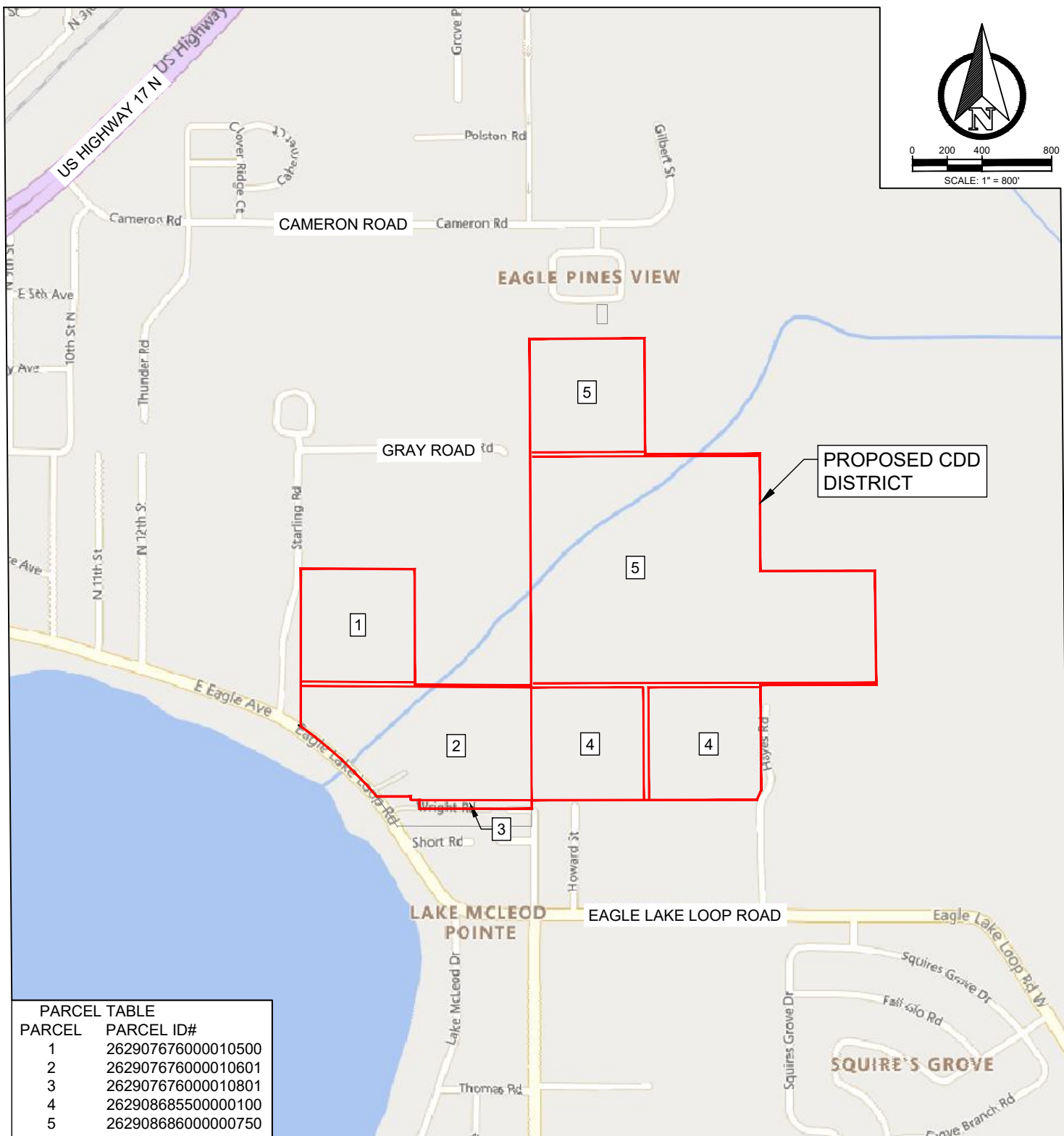
IX. CONCLUSION

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.

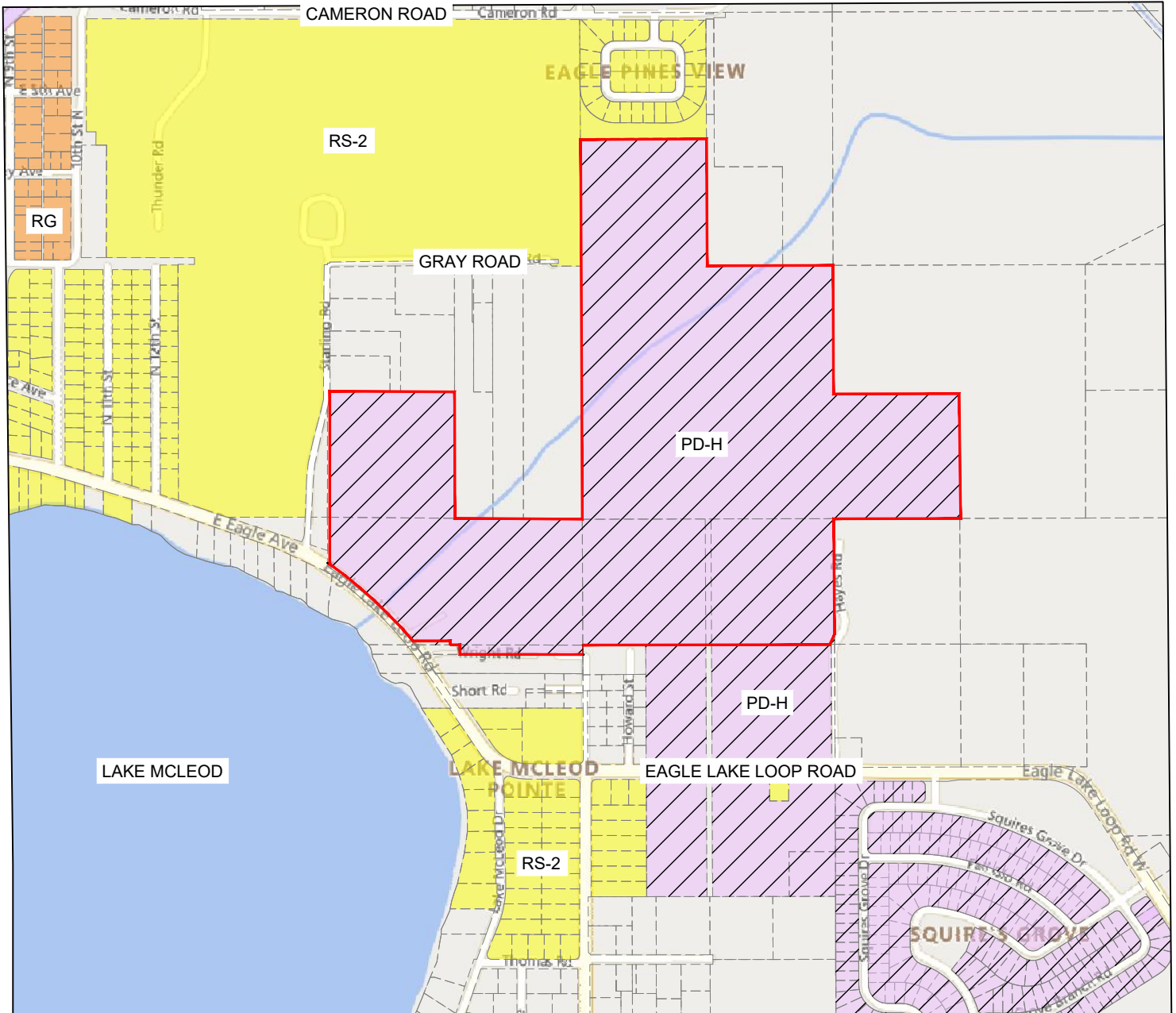
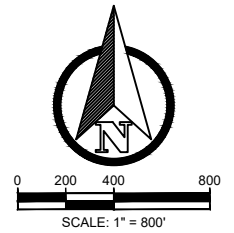
EXHIBIT 2

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

LEGAL DESCRIPTION





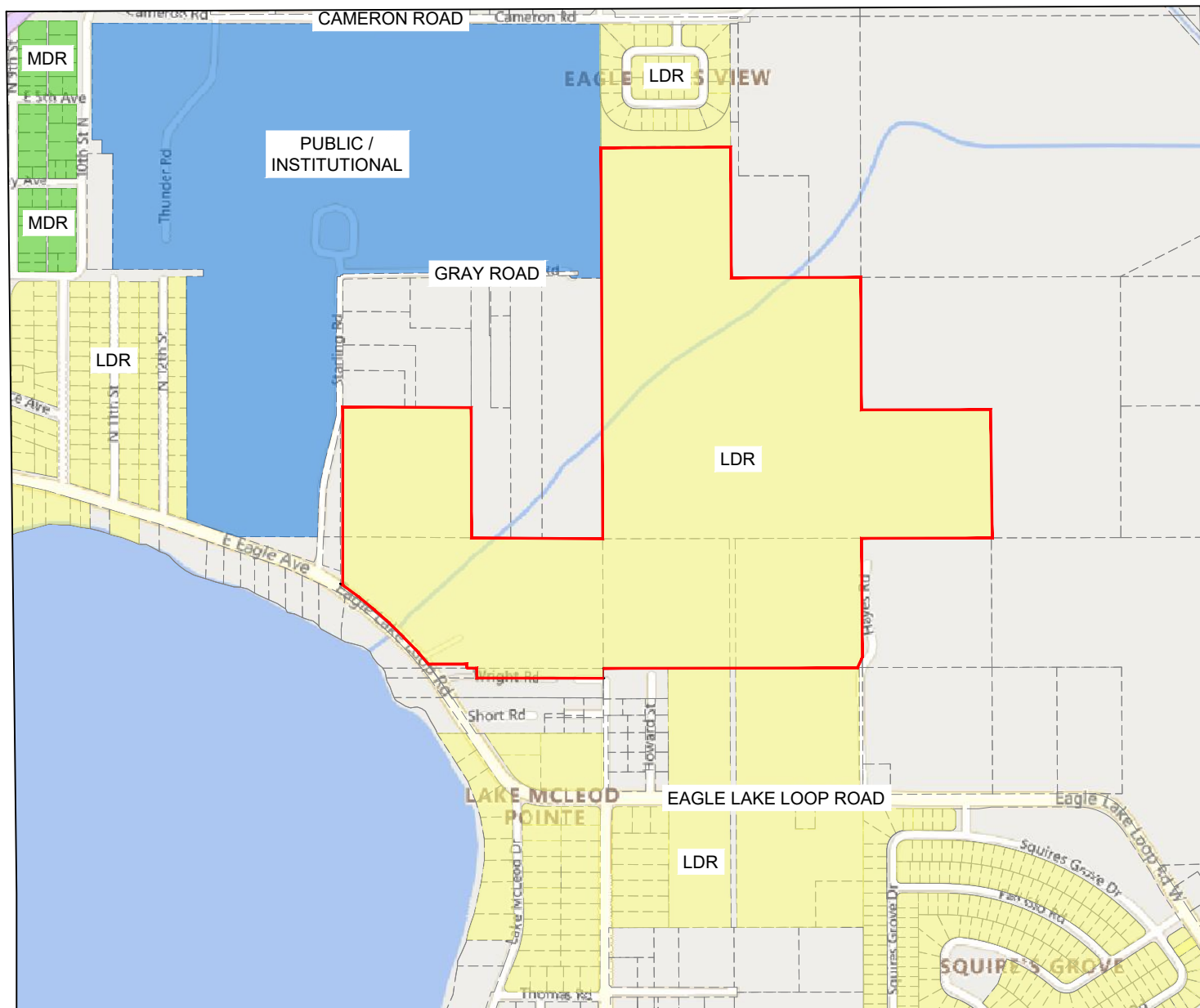
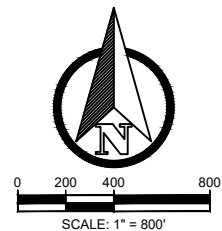
**GADD
& ASSOCIATES**
CIVIL ENGINEERING & CONSULTING
1925 US HWY 98 S, SUITE 201
LAKELAND, FL 33801
PHONE: (863) 940-9979
Certificate of Authorization #30194
www.GaddCivil.com

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



**GADD
& ASSOCIATES**
CIVIL ENGINEERING & CONSULTING
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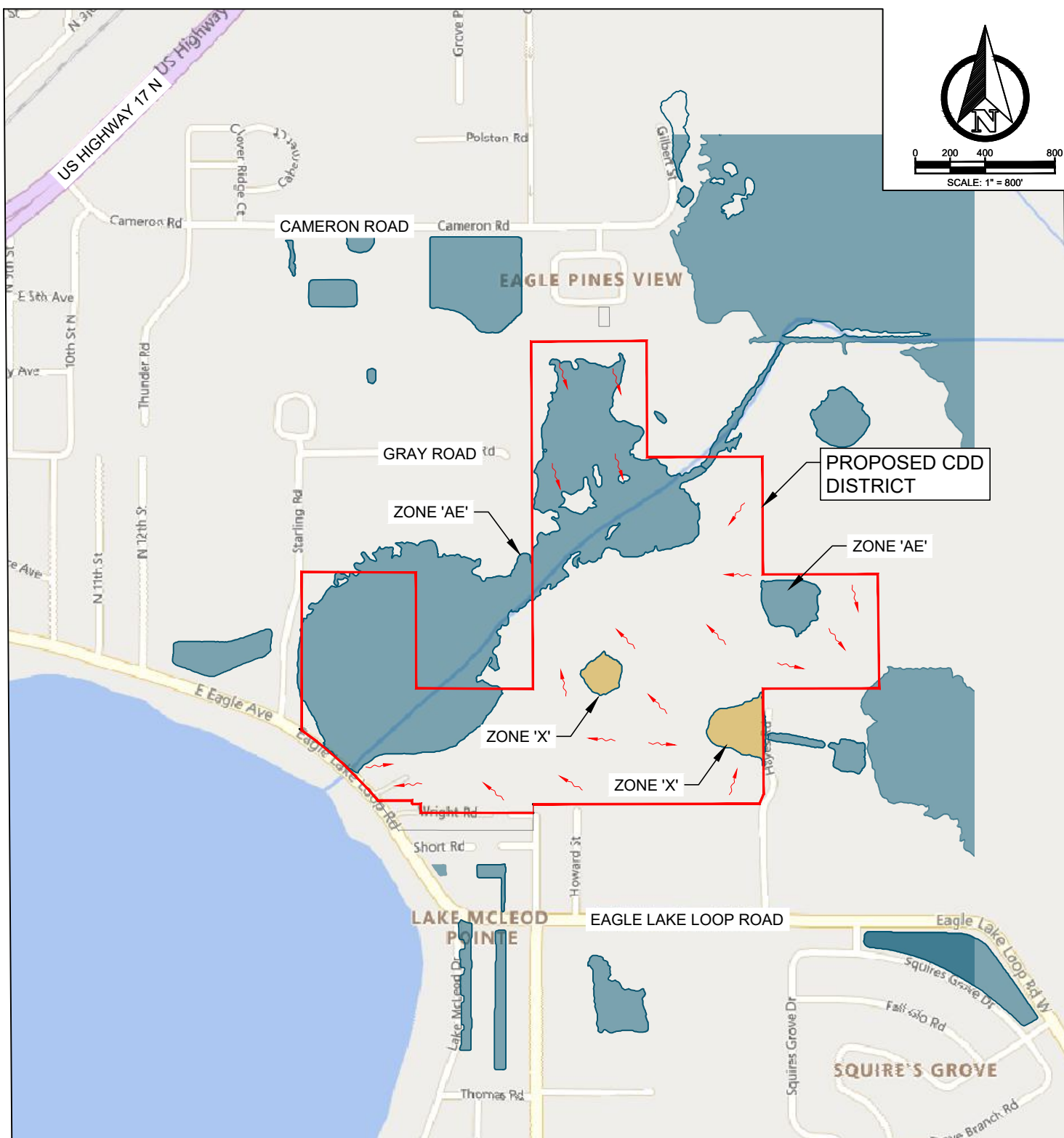
EXHIBIT 4

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

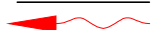
1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

FUTURE LAND USE MAP

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



LEGEND



FLOW DIRECTION



**GADD
& ASSOCIATES**
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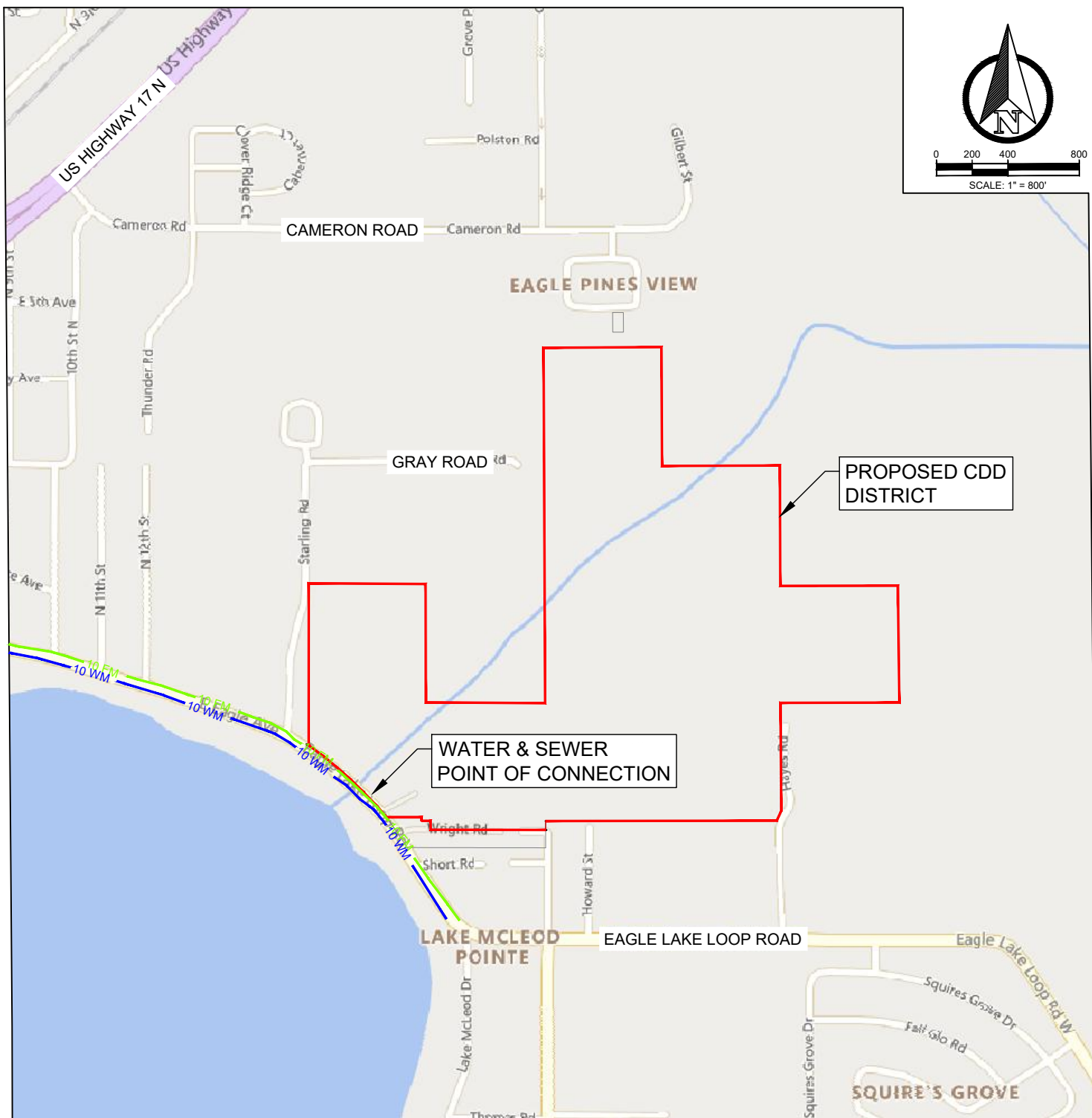
EXHIBIT 5

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

-  10 WM EXISTING 10" WATER MAIN
-  10 FM EXISTING 10" FORCE MAIN



**GADD
& ASSOCIATES**
CIVIL ENGINEERING & CONSULTING
1925 US HWY 98 S, SUITE 201
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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

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

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 Financing*</u>	<u>Operation and 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.



N.T.S.



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
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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]



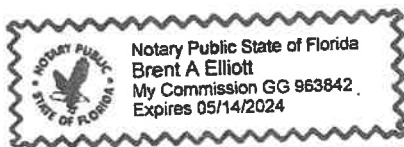
Harold R. Baxter, its Manager




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

**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.

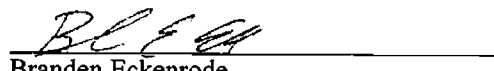
The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes, as amended. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, 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 8th day of July 2022, and recorded in the Official Records of Polk County, Florida.

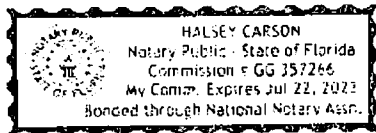
**EAGLE HAMMOCK
COMMUNITY DEVELOPMENT DISTRICT**


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.



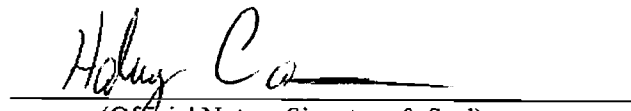

(Official Notary Signature & Seal)
Name: Halsey Carson
Personally Known X
OR Produced Identification _____
Type of Identification _____

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.

June 29, 2022

Board of Supervisors
Eagle Hammock Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

RE: Acquisition of Improvements– Rights of Way

Dear Board of Supervisors:

Pursuant to the Acquisition Agreement between the Eagle Hammock Community Development District (“District”) and Eagle Hammock of Eagle Lake, LLC, dated June 29, 2022 (“Acquisition Agreement”), Eagle Hammock of Eagle Lake, LLC (“Developer”) has completed and wishes to convey to the District certain public improvements (“Improvements”) which are more particularly described in **Exhibit A** and which are included in the District’s capital improvement plan as described in the District’s *Eagle Hammock Community Development District Engineer’s Report for Capital Improvements*, dated May 24, 2022 (“Engineer’s Report” and the master project described therein, the “Capital Improvement Plan”).

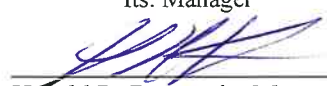
As consideration for the conveyance of the Improvements, and pursuant to the Acquisition Agreement, the District agrees to pay the Developer up to \$4,061,893.93, not to exceed the amount of the funds on hand in the construction and acquisition account established in conjunction with issuance of the District’s Series 2022 Bonds, representing the actual cost of completing the Improvements. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractor(s) as retainage or otherwise, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or District property.

Sincerely,

**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



Harold R. Baxter, its Manager

District Acceptance:
EAGLE HAMMOCK
COMMUNITY DEVELOPMENT AGREEMENT



Chairperson, Board of Supervisors

Exhibit A – Description of Improvements and Work Product

EXHIBIT A

Description of Improvements and Work Product

Eagle Hammock of Eagle Lake, LLC, has caused to be completed in and for the Eagle Hammock Community Development District, the following Improvements:

Improvements

ROW - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq. of the Official Records of Polk County, Florida, and excluding the grading of private lots and water/sewer laterals serving private lots.

All as further identified in the invoices below:

<u>Pav App/Invoice #</u>	<u>Pav App/Invoice Date</u>	<u>Pav App/Invoice Amount</u>	<u>Reimbursable Amount</u>
<i>Blue Ox Enterprises, LLC</i>			
2127-1	11/25/2021	\$1,163,356.95	\$1,071,727.50
2127-2	12/25/2021	\$359,228.09	\$359,228.09
2127-3	1/25/2022	\$577,127.95	\$486,945.51
2127-4	2/25/2022	\$796,004.31	\$652,229.21
2127-5	3/25/2022	\$718,923.80	\$708,272.30
2127-6	4/25/2022	\$383,363.26	\$377,301.92
<i>Subtotal</i>		<i>\$3,998,004.36</i>	<i>\$3,655,704.53</i>
	Retainage due	\$444,222.90	\$406,189.39
<i>Total</i>		<i>\$4,442,227.26</i>	<i>\$4,061,893.93</i>

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA

COUNTY OF Polk

I, **Harold R. Baxter**, on behalf of Eagle Hammock of Eagle Lake, LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is **Harold R. Baxter**, and I have authority to make this affidavit on behalf of Developer.
3. The Developer is the primary owner and/or developer of certain lands within Eagle Hammock Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Eagle Hammock Community Development District Engineer's Report for Capital Improvements*, dated May 24, 2022, among other applicable reports related to the District's current and future bond series (together, "**Engineer's Report**") describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to certain agreements with contractors, Developer has expended funds to develop certain improvements ("**Improvements**") and has caused to be completed through its business affiliate Center State Development, LLC, associated work product ("**Work Product**") as described in the Engineer's Report. The attached **Exhibit A** accurately identifies the Improvements and Work Product completed to date and states the amounts that Developer has expended for the Improvements.
6. Developer has in its files all invoices and proof of all payments related to the Improvements and Work Product described in **Exhibit A**, and agrees to produce such documentation upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the Improvements and Work Product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 30 day of June, 2022.

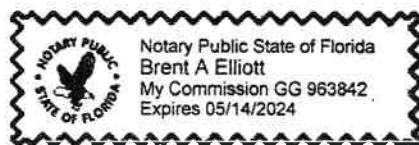


AFFIANT

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30 day of June 2022, by Harold R. Baxter, on behalf of Eagle Hammock of Eagle Lake, LLC, who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)





Notary Public Signature
Brent Elliott
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. GG 963842
My Commission Expires: 5/14/24

EXHIBIT A
Description of Improvements and Work Product

Eagle Hammock of Eagle Lake, LLC, has caused to be completed in and for the Eagle Hammock Community Development District, the following Improvements:

Improvements

ROW - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida, and excluding the grading of private lots and water/sewer laterals serving private lots.

All as further identified in the invoices below:

<u>Pav App/Invoice #</u>	<u>Pav App/Invoice Date</u>	<u>Pav App/Invoice Amount</u>	<u>Reimbursable Amount</u>
<i>Blue Ox Enterprises, LLC</i>			
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<i>Subtotal</i>		<i>\$3,998,004.36</i>	<i>\$3,655,704.53</i>
	Retainage due	\$444,222.90	\$406,189.39
<i>Total</i>		<i>\$4,442,227.26</i>	<i>\$4,061,893.93</i>

BILL OF SALE

BILL OF SALE AND LIMITED ASSIGNMENT [IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of June, 2022, by **Eagle Hammock of Eagle Lake, LLC**, a Florida Limited Liability Company, whose address for purposes hereof is 4900 Dundee Road, Winter Haven, Florida 33884 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Eagle Hammock Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the "Improvements") to have and to hold for Grantee's own use and benefit forever:
 - a. **Improvements** - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida, and excluding the grading of private lots and water/sewer laterals serving private lots.
 - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
 - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage as indicated in **EXHIBIT A** (which Grantor agrees to timely pay), the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. This conveyance is made on an "as is" basis. The Grantor represents that, without independent investigation, it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which

may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, as identified in **EXHIBIT A**, and to post and maintain any required bonds, including but not limited to maintenance bonds.

7. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **EXHIBIT A** if such funds are available from proceeds from a past or future issuance of bonds.

8. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 30 day of June 2022.

Signed, sealed and delivered by:

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

By: Center State Development 2, LLC
Its: Manager

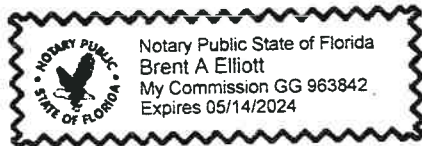
By: HRB Land Investments, LLC
Its: Manager




Harold R. Baxter, its Manager

STATE OF FLORIDA)
COUNTY OF Polk)

I HEREBY CERTIFY that on this 30 day of June, 2022, before me by means of ☒ physical presence or ☐ online notarization appeared Harold R. Baxter, who, acting on behalf of Eagle Hammock of Eagle Lake, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and ☒ did or ☐ did not take an oath.



(NOTARIAL SEAL)



Print Name: Brent Elliott
Notary Public, State of Florida
My Commission No.: GG 963842
My Commission Expires: 5/14/21

Exhibit A – Description of Improvements

EXHIBIT A
Description of Improvements

Improvements

ROW - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida, and excluding the grading of private lots and water/sewer laterals serving private lots.

All as further identified in the invoices below:

<u>Pav App/Invoice #</u>	<u>Pav App/Invoice Date</u>	<u>Pav App/Invoice Amount</u>	<u>Reimbursable Amount</u>
<i>Blue Ox Enterprises, LLC</i>			
2127-1	11/25/2021	\$1,163,356.95	\$1,071,727.50
2127-2	12/25/2021	\$359,228.09	\$359,228.09
2127-3	1/25/2022	\$577,127.95	\$486,945.51
2127-4	2/25/2022	\$796,004.31	\$652,229.21
2127-5	3/25/2022	\$718,923.80	\$708,272.30
2127-6	4/25/2022	\$383,363.26	\$377,301.92
<i>Subtotal</i>		<i>\$3,998,004.36</i>	<i>\$3,655,704.53</i>
	Retainage due	\$444,222.90	\$406,189.39
<i>Total</i>		<i>\$4,442,227.26</i>	<i>\$4,061,893.93</i>

BILL OF SALE

BILL OF SALE AND LIMITED ASSIGNMENT [WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of June, 2022, by **Center State Development, LLC**, a Florida Limited Liability Company, whose address for purposes hereof is 4900 Dundee Road, Winter Haven, Florida 33884 (“Grantor”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Eagle Hammock Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“District” or “Grantee”) whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and their respective successors and assigns.)

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

2. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below (hereinafter collectively the “Improvements”) to have and to hold for Grantee’s own use and benefit forever:
 - a. **Work Product** - All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described below (such improvements being conveyed by a separate bill of sale):
 - a. All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as “Eagle Hammock”, as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida.
 - b. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product; (ii) subject to any remaining payments due to contractors and/or subcontractors for retainage (which Grantor agrees to timely pay), the Work Product is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product; and (iv) the Grantor will warrant and defend the sale of the Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

5. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

6. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals associated with the Work Product.

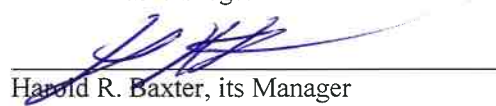
[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 30 day of June 2022.

Signed, sealed and delivered by:

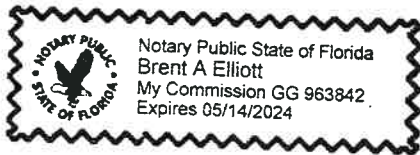
CENTER STATE DEVELOPMENT, LLC, a
Florida limited liability company

By: HRB Land Investments, LLC
Its: Manager



Harold R. Baxter, its Manager

STATE OF FLORIDA)
COUNTY OF Polk)

I HEREBY CERTIFY that on this 30 day of June, 2022, before me by means of ☒ physical presence or ☐ online notarization appeared Harold R. Baxter, who, acting on behalf of Center State Development, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and ☒ did or ☐ did not take an oath.



(NOTARIAL SEAL)


Print Name: Brent Elliott
Notary Public, State of Florida
My Commission No.: GG 963842
My Commission Expires: 5/14/24

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 30 day of June 2022, by **GADD & ASSOCIATES, LLC**, a Florida limited liability company, with a mailing address of 4685 E County Road 540 A, Lakeland, Florida 33813 (the "Professional"), in favor of the **EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT** (the "District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL'S SERVICES. Professional has provided professional engineering services (the "Work Product") for Center State Development, LLC, a developer of lands within the District (the "Developer"). A copy of the contract for said Work Product is attached as **Exhibit A** (the "Professional Contract"). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District is acquiring certain improvements constructed by Blue Ox Enterprises, LLC, and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

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

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

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.


[Continued on following page]

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

ATTEST



Robert Sadler
[print name]


Joshua Benjamin
[print name]

Gadd & Associates, LLC, a Florida limited liability company



By: RODNEY GADD
Its: MANAGING MEMBER

EXHIBIT A
Contracts for Professional Services



1925 US HWY 98 S, SUITE 201
LAKELAND, FL 33801
Phone: (863) 940-9979

February 11, 2021

Center State Development, LLC
Attn: Halsey Carson
4900 Dundee Rd.
Winter Haven, FL 33884
halsey@centerstatedev.com

RE: **Thousand Oaks Subdivision – Eagle Lake, FL**
Professional Civil Engineering Services

Dear Halsey:

In response to Center State Development, LLC's (CLIENT) request for a proposal, Gadd & Associates, LLC (ENGINEER) offers the following (the "Proposal"):

SCOPE OF WORK

It is our understanding that you wish to develop this property into a residential subdivision, consisting of one (1) phase, totaling +/- 252 lots as generally depicted in Attachment 'A'. The property is described by the Polk County Property Appraiser as Parcel I.D.s 262907-646000-010601, 262907-676000-010500, 262908-685500-000100, and 262908-686000-000750 totaling +/- 108 acres.

This project is located within the jurisdictional limits of Polk County and has RL-3X Land Use. As discussed and instructed by CLIENT, all work associated with modifying land use and/or annexation of the property to allow for the proposed density will be completed by others (CONSULTANT). ENGINEER will provide support documents, information, and attend public hearings as necessary to support CONSULTANT.

Preliminary research concludes that there is a 10-inch water and 10-inch sewer force main available at the project entrance to the proposed subdivision for connection. No reclaimed water is within the area. This proposal assumes that the existing water and sewer utilities are of adequate size and capacity to service the proposed subdivision without the need for offsite utility improvements. Included herein is the design and permitting of water, gravity sewer, sewer force main, and lift station as necessary within the proposed subdivision.

The Southwest Florida Water Management District (SWFWMD) and Polk County (or City if annexed) regulates stormwater discharge for this property. The project will require an

Environmental Resource Permit (ERP) from SWFWMD and Level II Polk County Permit. ENGINEER will include design and permitting of the proposed stormwater system to meet the respective requirements.

Polk County regulates access management for the site. A Polk County Driveway Application, Traffic Impact Study (allowance), and design of turn lane/driveway at the project entrance is included herein.

Research of the site concludes that there are Flood Zones described by FEMA within and adjacent to the project area. The Flood Zones appear to have established flood elevations and the preliminary layout appears to avoid impacts. Accordingly, no FEMA permitting or map revisions are anticipated or included herein.

As provided by CLIENT, wetlands are located within and adjacent to the project area. These wetlands have been delineated by others. This proposal assumes any additional work as related to delineation, site verification, impact permitting, or mitigation will be completed by others. ENGINEER will provide information and documentation as necessary. Based on the preliminary layout, mitigation for wetland impacts does not appear necessary.

A boundary and topographic survey has been provided by CLIENT. Should additional work be required, it is assumed that the CLIENT will contract directly with Surveyor.

SCOPE OF SERVICES:

TASK ONE – ONSITE / INTERSECTION(S) DESIGN & PERMITTING

This task includes the preparation of submittal documents and CLIENT coordination for the proposed development. Specifically, to the extent reasonable, this task includes:

- Participate in coordination conference calls & attend meetings with CLIENT as required prior to and during design/permitting process
- Research SWFWMD permitted documentation and make site visits as required to document existing conditions
- Coordinate and participate in pre-application meetings as required with permitting agencies
- Prepare detailed SWPP Plan, Lot Layout, Grading, Drainage, Driveway/Turn Lane, Landscaping, and Construction Detail design drawings as required for permitting and construction
- Prepare detailed stormwater and utility calculation packages as required by Agencies
- Coordinate with Sub-Consultant as required for Traffic Study
- Prepare and submit the following permit applications and associated documents
 - SWFWMD - Environmental Resource Permit
 - FDEP – Wastewater Extension Application
 - FDEP – NPDES Permit Application
 - PCHD – Water Extension Application
 - Polk County/City – Level II/Residential Site Plan Application as required
 - Polk County – Level II Driveway Application

School Board – Concurrency Application

- Respond to any requests for additional information, as required
- Provide Construction Drawings and permit package to CLIENT

TASK TWO - CONSTRUCTION SERVICES

This task includes CLIENT/Contractor coordination, site visits, attendance of applicable meetings, inspections, and final certifications required during and at the completion of construction to closeout site permitting. Specifically, to the extent reasonable, this task includes:

- Attend project kick-off, pre-construction, and utility provider meetings, as required
- Review of Contractor's shop drawings and respond to requests for additional information
- Visit project site at any additional key milestones to review progress of project and ensure conformance to Contract Documents
- Respond to Contractor requests for clarification/interpretation
- Prepare/Submit final certifications and review As-Built Drawings provided by Contractor for submittal to SWFWMD, City, FDEP, and PCHD as required
- Conduct Final Walk Through & document any deficiencies to CLIENT

COMPENSATION

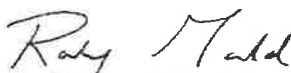
Task One – Onsite / Intersection(s) Design & Permitting	\$118,500
Task Two - Construction Services	\$7,500
Lump Sum Reimbursable Expenses**	\$1,500
Civil Engineering Estimated Sub-Total	\$127,500
Reimbursable Sub-Consultant Traffic Impact Study Allowance*	\$10,000
Reimbursable Sub-Consultant Geotechnical Pond & Road Boring Allowance*	\$7,500
Retainer Amount	\$0

*Allowances for Sub-Consultant Services includes & will be billed at actual cost plus 10% unless contracted directly by CLIENT.


**Lump Sum Reimbursable Expenses includes mileage, postage, & copies for the duration of the project included within this scope. Any additional expenses will be documented to the CLIENT in advance and billed at actual costs.

We appreciate the opportunity to provide you with this proposal. Please contact our office if you have any questions or additional information. This proposal shall remain valid for 30 days.

Respectfully Submitted,


Rodney A. Gadd, P.E.
Principal

**AUTHORIZATION AND AGREEMENT TO PROCEED BASED UPON THE FOREGOING PROPOSAL
TERMS AND THE TERMS HEREUNDER**

 Harold R Baxter 2-11-21
Signature Name (Print) Date
Center State Development Mgr brent@centerstatedev.com
Company Title Email
4900 Dundee Rd Winter Haven, FL 33884 (Email) / Mail
Billing Address Billing Preference (Circle)

**SPECIFIC EXCLUSIONS FROM SCOPE OF WORK/SERVICES AND THIS AGREEMENT INCLUDE BUT
ARE NOT NECESSARILY LIMITED TO THE FOLLOWING:**

- Agency Review & Permitting Fees
- Boundary, Topographic, Construction Layout, Easement, and Platting Surveys
- Environmental and/or Threatened/Endangered Species Assessments & Permitting
- Architectural, Structural, Mechanical, and Electrical Design, & Permitting
- Geotechnical Borings, Testing, or Exploration other than described
- Community Development District Services
- Offsite Utility Extensions/Modifications
- Professional Legal/Title Services
- Photometric/Lighting Plans
- Land Use Modifications
- Fire Hydrant Testing
- Recording Fees

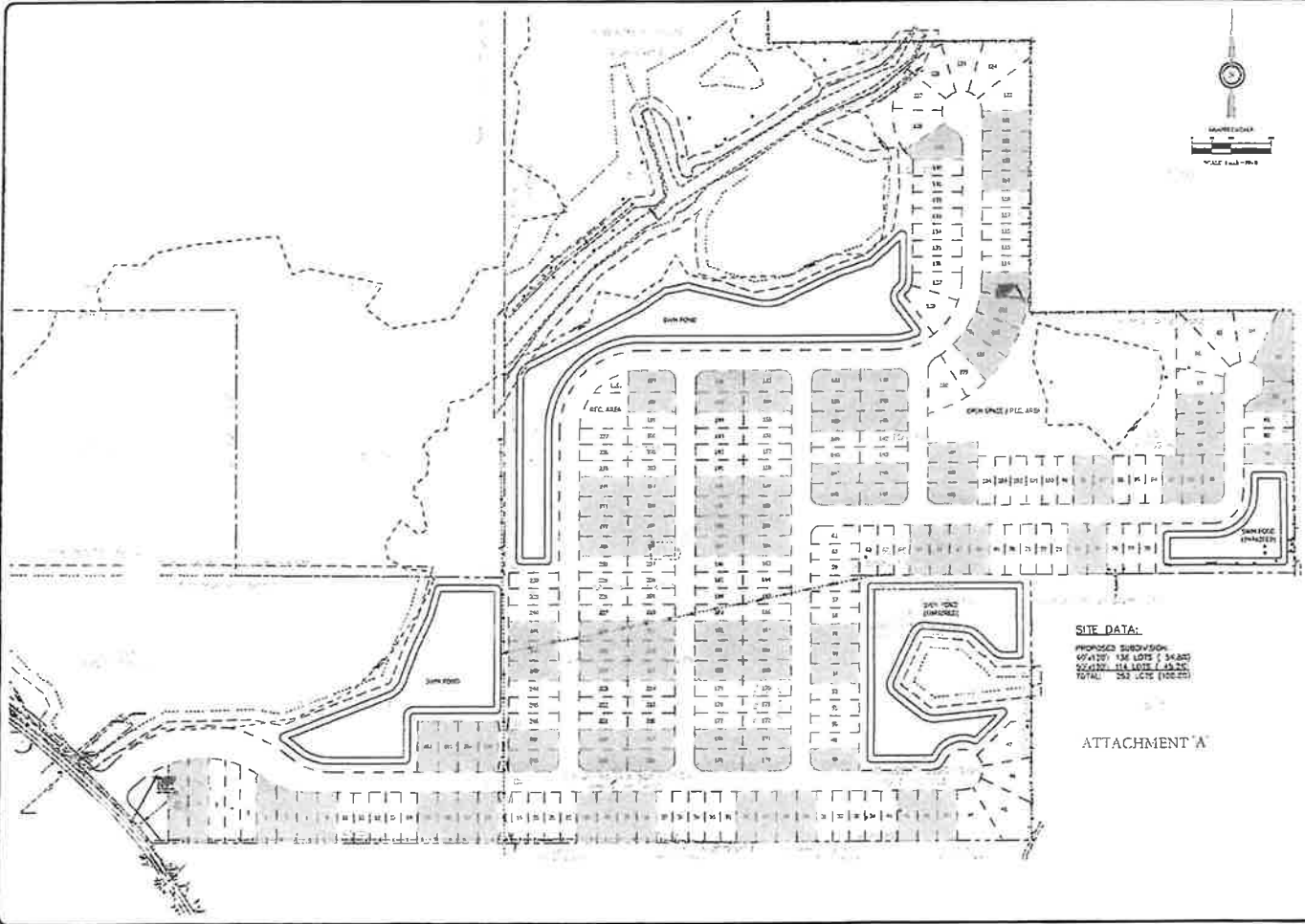
TERMS AND CONDITIONS

The aforementioned stated proposal and Agreement shall include the following terms and conditions between CLIENT and ENGINEER. By signing as provided for above, this document becomes a binding contract and the CLIENT agrees to the following additional terms and conditions:

1. Modifications, deletions, or additions to the scope of work/services or to any task contained herein will require a separate written and signed agreement.
2. CLIENT recognizes that ENGINEER is not an expert in all fields of development including but not limited to threatened or endangered species, site contamination, and/or the potential for geotechnical issues that may or may not impact this project. ENGINEER recommends that CLIENT obtain the services of a qualified professional in these fields to conduct site surveys to determine if any conditions exist that may preclude developing the site.

3. CLIENT acknowledges that ENGINEER's scope of work/services includes only those items specifically detailed herein as related to the Civil Engineering portion of the project and recognizes that any other professional work/services (e.g., CLIENTs, plumbing engineers, fire protection designers, etc.) are required to be provided by CLIENT. These services must be provided in a timely manner during ENGINEER's work or additional services fee may be required.
4. Payment for professional services will be billed monthly on a percentage completed basis and is the responsibility of the CLIENT and/or Authorized Signatory. Compensation is due within 30 days of the date of the invoice. Any work performed and billed on this project that remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from date of initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.
5. If a dispute arises related to and/or regarding this proposal and Agreement, the prevailing party shall be paid and/or compensated by the other party for any and all costs, expenses and attorney fees incurred by the prevailing party as part of, related to and/or regarding the dispute, whether such is incurred pre-lawsuit, incurred during the course of a pending lawsuit and/or incurred post-lawsuit (including, but not limited to, any and all related appeals).
6. If any legal action/lawsuit is initiated/filed related to and/or regarding this proposal and Agreement, such legal action/lawsuit shall be filed in a Court of jurisdiction in and/or for Polk County, Florida. Any such legal action/lawsuit shall be governed/construed/interpreted under and applying Florida law.
7. The Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.
8. Any provision of the Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision herein or the invalidity or unenforceability of such provision in any other situation or in any other jurisdiction. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
9. The individuals signing the Agreement represent and warrant that they, respectively, possess the full and valid authority of and for the respective entities/parties to the Agreement to enter into the proposal and the Agreement, and further represent and warrant that the Agreement has been duly authorized, executed and delivered by each respective party and that the Agreement constitutes a legal, valid and binding obligation, enforceable against each party in accordance with the terms herein.
10. If requested, all retainer amounts shall be applied to the last invoice.

11. ENGINEER agrees to notify CLIENT of additional services required and will obtain authorization to proceed prior to proceeding.
12. ENGINEER is not responsible for taxes levied by federal, state, and local authorities.
13. ENGINEER will carry General Liability and Professional Liability insurance. Certificates of insurance will be furnished within a reasonable amount of time upon request. If the CLIENT requires insurance coverage or limits in excess of ENGINEER's normal policies, and it is available, CLIENT agrees to reimburse ENGINEER for such additional expense.
14. CLIENT agrees to not hold ENGINEER responsible for project delays that are out of the ENGINEER's control.
15. CLIENT has authority and dually allows ENGINEER and its Sub-Consultants unlimited access to the property during the duration of this contract.
16. Charges for sub consultant fees that will be billed at direct cost plus 5%. Supporting documentation will be included with the invoice. Actual costs below estimated amount will be credited to the CLIENT.
17. Additional work not included within this scope that is required by sub-consultants will be billed at cost plus 5%. Approval from CLIENT will be obtained prior to ENGINEER authorizing work.
18. CLIENT understands and accepts that ENGINEER cannot guarantee that concepts and/or features requested by CLIENT are possible or will be allowed by applicable permitting agencies. Payment for services rendered is required regardless of constructability or acceptance by any municipal, county, state and/or federal agencies.



SITE DATA:
 PROPOSED SUBDIVISION
 664,100' 136 LOTS (136,000)
 50,000' 114 LOTS (114,000)
 TOTAL: 250 LOTS (250,000)

ATTACHMENT A

PRELIMINARY SITE LAYOUT
 PREPARED BY
 J.E. HAYES & SONS ENGINEERING, INC.
 1000 N. 10th St., Suite 100
 Phoenix, AZ 85004
 PHONE: (602) 254-1111
 FAX: (602) 254-1112
 DATE: 10/1/00
 SHEET NO. 1 OF 1
 SCALE: 1" = 100'

EXHIBIT B
Identification of Work Product

Work Product

All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described below:

Improvements

ROW - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida.

DISTRICT ENGINEER'S CERTIFICATE

JUNE 30, 2022

Board of Supervisors
Eagle Hammock Community Development District

Re: Eagle Hammock Community Development District (Polk County, Florida)
Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of Gadd & Associates, LLC, ("**District Engineer**"), as District Engineer for Eagle Hammock Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Eagle Hammock of Eagle Lake, LLC ("**Developer**") of certain improvements ("**Improvements**") and from Center State Development, LLC, certain work product ("**Work Product**"), all as more fully described in those certain bills of sale ("**Bills of Sale**") dated as of or about the same date as this certificate and in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bills of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the *Eagle Hammock Community Development District Engineer's Report for Capital Improvements*, dated May 24, 2022, and within the scope of the District's Series 2022 Project as set forth therein; specially benefits property within the District as further described in the Engineer's Report, and is within the scope of the improvements included in the District's Capital Improvement Plan anticipated to be funded by the District's Eagle Hammock Community Development District Special Assessment Bonds, Series 2022.
3. In my opinion, the Improvements were installed in accordance with their specifications and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements or Work Product.
4. 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.
5. The total, actual costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

T.M. O
Name: RODNEY GADD, P.E.
Its: MANAGING MEMBER
Florida Registration No. 70875
District Engineer

STATE OF FLORIDA
COUNTY OF POLL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 20th day of June, 2022, by Rodney Gadd of Gadd & Associates, LLC, who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.



Melissa L. Bryant
Notary Public, State of Florida
Print Name: Melissa L Bryant
Commission No.: HH 152731
My Commission Expires: 7/12/2025

Exhibit A
Improvements and Work Product

Improvements

ROW - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida, and excluding the grading of private lots and water/sewer laterals serving private lots.

All as further identified in the invoices below:

<u>Pay App/Invoice #</u>	<u>Pay App/Invoice Date</u>	<u>Pay App/Invoice Amount</u>	<u>Reimbursable Amount</u>
<i>Blue Ox Enterprises, LLC</i>			
2127-1	11/25/2021	\$1,163,356.95	\$1,071,727.50
2127-2	12/25/2021	\$359,228.09	\$359,228.09
2127-3	1/25/2022	\$577,127.95	\$486,945.51
2127-4	2/25/2022	\$796,004.31	\$652,229.21
2127-5	3/25/2022	\$718,923.80	\$708,272.30
2127-6	4/25/2022	\$383,363.26	\$377,301.92
<i>Subtotal</i>		<i>\$3,998,004.36</i>	<i>\$3,655,704.53</i>
	Retainage due	\$444,222.90	\$406,189.39
<i>Total</i>		<i>\$4,442,227.26</i>	<i>\$4,061,893.93</i>

Together with:

Work Product - All of the right, title, interest, and benefit in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described above.

ACKNOWLEDGMENT AND RELEASE

THIS ACKNOWLEDGMENT AND RELEASE is made the 30th day of June 2022, by **BLUE OX ENTERPRISES, LLC**, a Florida limited liability company, with a mailing address of 500 North Way, Sanford, Florida 32773, (the "Contractor"), in favor of the **EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT** (the "District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

WHEREAS, pursuant to that certain agreement as amended from time to time ("**Contract**") dated June 29, 2021, between Contractor and Eagle Hammock of Eagle Lake, LLC ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

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

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

OR: Contractor hereby acknowledges that it has been compensated for its services and work related to completion of the Improvements identified in **Exhibit A**. Contractor further certifies that there remains

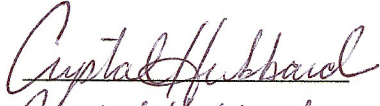
an outstanding retainage amount of **\$444,222.90** and shall seek such payment from Developer for final payment of said retainage. Contractor hereby confirms there remains no other liens or outstanding amounts due related to the Improvements identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A**, except for the retainage amount herein stated.


SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

[Continued on following page]

SECTION 6. EFFECTIVE DATE. This Acknowledgment and Release shall take effect upon execution.

ATTEST


Crystal Hubbard
[print name]


Melissa Smith
[print name]

BLUE OX ENTERPRISES, LLC, a Florida limited liability company

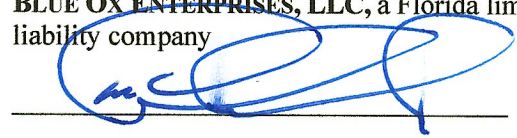

By: Matthew Lembach
Its: CEO

EXHIBIT A
Description of Improvements

Improvements

ROW - All roads, pavement, curbing, gutter, drainage improvements, landscape (including all sod, plants, trees, timber, shrubbery, and other landscaping and plantings), hardscape (including signage and monuments), and other physical improvements within the rights-of-way identified as Eagle Hammock Boulevard, Golden Beak Drive, Falconcrest Court, Aquiline Nest Street, and Majestic Span Avenue of the Plat known as "Eagle Hammock", as recorded at Plat Book 192, Pages 10 et seq, of the Official Records of Polk County, Florida.

All as further identified in the invoices below:

<u>Pay App/Invoice #</u>	<u>Pay App/Invoice Date</u>	<u>Pay App/Invoice Amount</u>	<u>Reimbursable Amount</u>
<i>Blue Ox Enterprises, LLC</i>			
2127-1	11/25/2021	\$1,163,356.95	\$1,071,727.50
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2127-5	3/25/2022	\$718,923.80	\$708,272.30
2127-6	4/25/2022	\$383,363.26	\$377,301.92
<i>Subtotal</i>		<i>\$3,998,004.36</i>	<i>\$3,655,704.53</i>
	Retainage due	\$444,222.90	\$406,189.39
<i>Total</i>		<i>\$4,442,227.26</i>	<i>\$4,061,893.93</i>

Eagle Hammock

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2127-1

To Owner: One Thousand Oaks, LLC
4900 Dundee Road

Project: 2127. One Thousand Oaks

Application No.: 1

Distribution to:
☐ Owner
☐ Architect
☐ Contractor
☐

Winter Haven, FL 33884

Period To: 11/25/2021

From Contractor: Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32773

Via Architect

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$4,807,745.97
2. Net Change By Change Order	\$167,197.39
3. Contract Sum To Date	\$4,974,943.36
4. Total Completed and Stored To Date	\$1,292,618.90
5. Retainage:	
a. 10.00% of Completed Work	\$36,068.20
b. 10.00% of Stored Material	\$93,193.75
Total Retainage	\$129,261.95
6. Total Earned Less Retainage	\$1,163,356.95
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$1,163,356.95
9. Balance To Finish, Plus Retainage	\$3,811,586.41

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$167,197.39	\$0.00
TOTALS	\$167,197.39	\$0.00
Net Changes By Change Order	\$167,197.39	

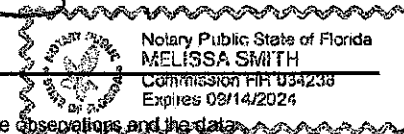
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Blue Ox Enterprises, LLC

By: C. Q. Q. Date: 11/23/21

State of: Florida
Subscribed and sworn to before me this 23rd
Notary Public: [Signature]
My Commission expires: 09/14/2024

County of: Seminole
day of Nov, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,163,356.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature]

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 11/25/21
To: 11/25/21
Architect's Project No.:

Invoice # : 2127-1 Contract : 2127. Dne Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			D From Previous Application (D+E)	E This Period In Place					
Bill Group:	1 EARTHWORK								
102	INLET PROTECTION	6,360.50	0.00	0.00	0.00	0.00	0.00%	6,360.50	0.00
104	SILT FENCE	6,762.80	0.00	6,762.80	0.00	6,762.80	100.00%	0.00	676.28
106	DOUBLE SILT FENCE	11,583.00	0.00	11,583.00	0.00	11,583.00	100.00%	0.00	1,158.30
108	CLEARING - BURN ON SITE	31,330.86	0.00	31,330.86	0.00	31,330.86	100.00%	0.00	3,133.09
110	MOW AND DISK	16,255.68	0.00	16,255.68	0.00	16,255.68	100.00%	0.00	1,625.57
112	STRIPPINGS	7,482.05	0.00	3,741.03	0.00	3,741.03	50.00%	3,741.02	374.10
114	EXCAVATION	358,972.80	0.00	71,794.56	0.00	71,794.56	20.00%	287,178.24	7,179.46
116	EMBANKMENT	114,048.65	0.00	22,809.73	0.00	22,809.73	20.00%	91,238.92	2,280.97
118	POND GRADING	18,662.95	0.00	0.00	0.00	0.00	0.00%	18,662.95	0.00
120	SWALE GRADING	1,744.60	0.00	0.00	0.00	0.00	0.00%	1,744.60	0.00
122	PAD GRADING	44,707.37	0.00	0.00	0.00	0.00	0.00%	44,707.37	0.00
124	R/W GRADING	11,506.30	0.00	0.00	0.00	0.00	0.00%	11,506.30	0.00
126	SLOPE GRADING	7,168.25	0.00	0.00	0.00	0.00	0.00%	7,168.25	0.00
128	POND SOD	85,971.95	0.00	0.00	0.00	0.00	0.00%	85,971.95	0.00
130	SWALE SOD	8,036.60	0.00	0.00	0.00	0.00	0.00%	8,036.60	0.00
132	R/W SOD	5,634.05	0.00	0.00	0.00	0.00	0.00%	5,634.05	0.00
134	SEED & MULCH	44,280.00	0.00	0.00	0.00	0.00	0.00%	44,280.00	0.00
136	STRIP SOD	17,604.65	0.00	0.00	0.00	0.00	0.00%	17,604.65	0.00
138	SLOPE SOD	38,005.25	0.00	0.00	0.00	0.00	0.00%	38,005.25	0.00
140	DEMO FENCE	7,259.20	0.00	0.00	0.00	0.00	0.00%	7,259.20	0.00
142	DEMO EX PAVING	3,432.20	0.00	0.00	0.00	0.00	0.00%	3,432.20	0.00
144	GRAVITY WALL	48,090.60	0.00	0.00	0.00	0.00	0.00%	48,090.60	0.00
146	6" VINYL FENCE	2,907.00	0.00	0.00	0.00	0.00	0.00%	2,907.00	0.00
148	DEWATERING	173,598.93	0.00	173,598.93	0.00	173,598.93	100.00%	0.00	17,359.89
CO#01-70	EXCAVATION	1,296.00	0.00	259.20	0.00	259.20	20.00%	1,036.80	25.92
CO#01-71	EMBANKMENT	411.75	0.00	82.35	0.00	82.35	20.00%	329.40	8.24
CO#01-72	POND GRADING	183.00	0.00	0.00	0.00	0.00	0.00%	183.00	0.00
CO#01-73	SLOPE GRADING	172.25	0.00	0.00	0.00	0.00	0.00%	172.25	0.00
CO#01-74	POND SOD	843.00	0.00	0.00	0.00	0.00	0.00%	843.00	0.00
CO#01-75	SLOPE SOD	913.25	0.00	0.00	0.00	0.00	0.00%	913.25	0.00
CO#01-76	REC AREA SOD	2,037.25	0.00	0.00	0.00	0.00	0.00%	2,037.25	0.00

CONTINUATION SHEET

Page 3 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1

Application Date : 11/25/21

To: 11/25/21

Architect's Project No.:

Invoice # : 2127-1

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-77	DEMO EXISTING STRUCTURES	16,874.40	0.00	0.00	0.00	0.00	0.00%	16,874.40	0.00
CO#01-78	DEWATERING	9,000.00	0.00	9,000.00	0.00	9,000.00	100.00%	0.00	900.00
	EARTHWORK Totals	1,103,137.14	0.00	347,218.14	0.00	347,218.14	31.48%	755,919.00	34,721.82
Bill Group:	2 SANITARY								
202	8" PVC 0-6 SDR 26	43,115.60	0.00	0.00	20,358.98	20,358.98	47.22%	22,756.62	2,035.90
204	8" PVC 6-8 SDR 26	31,842.84	0.00	0.00	14,151.19	14,151.19	44.44%	17,691.65	1,415.12
206	8" PVC 8-10 SDR 26	38,337.12	0.00	0.00	15,141.46	15,141.46	39.50%	23,195.66	1,514.15
208	8" PVC 10-12 SDR 26	36,071.84	0.00	0.00	12,820.19	12,820.19	35.54%	23,251.65	1,282.02
210	8" PVC 12-14 SDR 26	38,285.06	0.00	0.00	11,829.93	11,829.93	30.90%	26,455.13	1,182.99
212	8" PVC 14-16 SDR 26	20,988.24	0.00	0.00	5,813.81	5,813.81	27.70%	15,174.43	581.38
214	8" PVC 14-16 DR 18	3,589.60	0.00	0.00	851.84	851.84	23.73%	2,737.76	85.18
216	8" PVC 16-18 SDR 26	8,292.68	0.00	0.00	2,001.82	2,001.82	24.14%	6,290.86	200.18
218	MANHOLE 0-6	50,162.76	0.00	0.00	25,493.82	25,493.82	50.82%	24,668.94	2,549.38
220	MANHOLE 6-8	9,448.42	0.00	0.00	5,039.91	5,039.91	53.34%	4,408.51	503.99
222	MANHOLE 8-10	37,573.83	0.00	0.00	21,058.88	21,058.88	56.05%	16,514.95	2,105.89
224	MANHOLE 10-12	5,854.08	0.00	0.00	3,246.17	3,246.17	55.45%	2,607.91	324.62
226	MANHOLE 12-14	25,488.72	0.00	0.00	14,933.78	14,933.78	58.59%	10,554.94	1,493.38
228	MANHOLE 14-16	13,736.42	0.00	0.00	7,942.40	7,942.40	57.82%	5,794.02	794.24
230	MANHOLE 16-18	11,651.76	0.00	0.00	8,354.35	8,354.35	71.70%	3,297.41	835.44
232	MANHOLE LINED 12-14	18,019.93	0.00	0.00	14,100.46	14,100.46	78.25%	3,919.47	1,410.05
234	SINGLE LATERAL	27,488.40	0.00	0.00	17,655.00	17,655.00	64.23%	9,833.40	1,765.50
236	DOUBLE LATERAL	122,227.56	0.00	0.00	82,625.40	82,625.40	67.60%	39,602.16	8,262.54
238	6" PVC FORCEMAN	35,987.00	0.00	0.00	18,837.89	18,837.89	52.35%	17,149.11	1,883.79
240	6" PLUG VALVE	1,305.87	0.00	0.00	882.75	882.75	67.60%	423.12	88.28
242	FORCEMAIN FITTINGS	14,365.44	0.00	0.00	12,458.55	12,458.55	86.73%	1,906.89	1,245.86
244	10" x 6" WET TAP	4,259.37	0.00	0.00	0.00	0.00	0.00%	4,259.37	0.00
246	LIFT STATION	307,526.19	0.00	0.00	0.00	0.00	0.00%	307,526.19	0.00
248	AIR RELEASE VALVE	5,370.01	0.00	0.00	4,472.60	4,472.60	83.29%	897.41	447.26
250	CLEAN SANITARY LINES	14,025.60	0.00	0.00	0.00	0.00	0.00%	14,025.60	0.00
252	TEST SANITARY LINES	11,220.48	0.00	0.00	0.00	0.00	0.00%	11,220.48	0.00
254	TEST FORCEMAIN LINES	2,793.60	0.00	0.00	0.00	0.00	0.00%	2,793.60	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

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Application Date : 11/25/21
To: 11/25/21
Architect's Project No.:

Invoice #: 2127-1 Contract: 2127. One Thousand Oaks

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			From Previous Application (D+E)	This Period In Place					
256	T.V. SANITARY LINES	15,428.16	0.00	0.00	0.00	0.00	0.00%	15,428.16	0.00
258	DROP CONNECTION	1,328.58	0.00	0.00	0.00	0.00	0.00%	1,328.58	0.00
260	WELL POINTS	95,452.00	0.00	0.00	0.00	0.00	0.00%	95,452.00	0.00
CO#01-01	8" PVC 6-8 SDR 26	338.25	0.00	0.00	159.72	159.72	47.22%	178.53	15.97
CO#01-02	8" PVC 6-8 SDR 26	2,443.92	0.00	0.00	1,086.10	1,086.10	44.44%	1,357.82	108.61
CO#01-03	8" PVC 8-10 SDR 26	-539.20	0.00	0.00	-212.96	-212.96	39.50%	-326.24	-21.30
CO#01-04	8" PVC 10-12 SDR 26	1,468.04	0.00	0.00	521.75	521.75	35.54%	946.29	52.18
CO#01-05	8" PVC 12-14 SDR 26	-1,412.86	0.00	0.00	-436.57	-436.57	30.90%	-976.29	-43.66
CO#01-06	8" PVC 14-16 SDR 26	1,576.04	0.00	0.00	436.57	436.57	27.70%	1,139.47	43.66
CO#01-07	8" PVC 16-18 SDR 26	-6,219.51	0.00	0.00	-1,501.37	-1,501.37	24.14%	-4,718.14	-150.14
CO#01-08	MANHOLE 6-8	4,724.21	0.00	0.00	2,519.96	2,519.96	53.34%	2,204.25	252.00
CO#01-09	MANHOLE 8-10	-5,367.69	0.00	0.00	-3,008.41	-3,008.41	56.05%	-2,359.28	-300.84
CO#01-10	MANHOLE 10-12	5,854.08	0.00	0.00	3,246.17	3,246.17	55.45%	2,607.91	324.62
CO#01-11	MANHOLE 12-14	-6,372.18	0.00	0.00	-3,733.44	-3,733.44	58.59%	-2,638.74	-373.34
CO#01-12	SINGLE LATERAL	4,581.20	0.00	0.00	2,942.50	2,942.50	64.23%	1,638.70	294.25
CO#01-13	DOUBLE LATERAL	-2,089.36	0.00	0.00	-1,412.40	-1,412.40	67.60%	-676.96	-141.24
CO#01-14	LIFT STATION	8,614.36	0.00	0.00	0.00	0.00	0.00%	8,614.36	0.00
CO#01-15	CLEAN SANITARY LINES	9.00	0.00	0.00	0.00	0.00	0.00%	9.00	0.00
CO#01-16	TEST SANITARY LINES	7.20	0.00	0.00	0.00	0.00	0.00%	7.20	0.00
CO#01-17	TV SANITARY LINES	9.90	0.00	0.00	0.00	0.00	0.00%	9.90	0.00
	SANITARY Totals	1,058,862.56	0.00	0.00	320,678.80	320,678.80	30.29%	738,183.76	32,067.91
Bill Group: 3 STORM									
302	15" HDPE	12,381.60	0.00	0.00	6,179.25	6,179.25	49.91%	6,202.35	617.93
304	18" HDPE	40,800.60	0.00	0.00	22,139.38	22,139.38	54.26%	18,661.22	2,213.94
306	24" HDPE	138,193.80	0.00	0.00	89,981.66	89,981.66	65.11%	48,212.14	8,998.17
308	30" HDPE	90,959.40	0.00	0.00	63,028.35	63,028.35	69.29%	27,931.05	6,302.84
310	36" HDPE	39,500.00	0.00	0.00	27,953.75	27,953.75	70.77%	11,546.25	2,795.38
312	14" X 23" ERCP	3,619.84	0.00	0.00	0.00	0.00	0.00%	3,619.84	0.00
314	19" X 30" ERCP	1,911.12	0.00	0.00	0.00	0.00	0.00%	1,911.12	0.00
316	STORM MANHOLE	17,043.60	0.00	0.00	9,915.05	9,915.05	58.17%	7,128.55	991.51
318	J MANHOLE	8,100.90	0.00	0.00	5,065.81	5,065.81	62.53%	3,035.09	506.58

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 11/25/21
To: 11/25/21
Architect's Project No.:

Invoice #: 2127-1 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
320	15" MES	1,545.72	0.00	0.00	0.00	0.00	0.00%	1,545.72	0.00
322	18" MES	2,597.85	0.00	0.00	0.00	0.00	0.00%	2,597.85	0.00
324	24" MES	11,066.90	0.00	0.00	0.00	0.00	0.00%	11,066.90	0.00
326	30" MES	10,932.70	0.00	0.00	0.00	0.00	0.00%	10,932.70	0.00
328	36" MES	5,356.62	0.00	0.00	0.00	0.00	0.00%	5,356.62	0.00
330	P-5 INLET	55,824.02	0.00	0.00	30,962.16	30,962.16	55.46%	24,861.86	3,096.22
332	P-6 INLET	113,603.62	0.00	0.00	67,905.84	67,905.84	59.77%	45,697.78	6,790.58
334	J-6 INLET	11,086.96	0.00	0.00	8,624.55	8,624.55	77.79%	2,462.41	862.46
336	TYPE C INLET	14,230.79	0.00	0.00	6,385.23	6,385.23	44.87%	7,845.56	638.52
338	TYPE D INLET	2,932.39	0.00	0.00	1,530.10	1,530.10	52.18%	1,402.29	153.01
340	D CONTROL STRUCTURE	37,899.84	0.00	0.00	28,285.66	28,285.66	74.63%	9,614.18	2,828.57
342	CLEAN STORM	17,211.36	0.00	0.00	0.00	0.00	0.00%	17,211.36	0.00
344	STORM INSPECTION	13,469.76	0.00	0.00	0.00	0.00	0.00%	13,469.76	0.00
346	WELL POINTS	35,525.00	0.00	0.00	0.00	0.00	0.00%	35,525.00	0.00
CO#01-18	18" RCP	2,292.08	0.00	0.00	1,260.64	1,260.64	55.00%	1,031.44	126.06
CO#01-19	24" RCP	16,075.76	0.00	0.00	8,841.67	8,841.67	55.00%	7,234.09	884.17
CO#01-20	15" HDPE	5,306.40	0.00	0.00	2,809.62	2,809.62	52.95%	2,496.78	280.96
CO#01-21	18" HDPE	5,010.60	0.00	0.00	2,185.26	2,185.26	43.61%	2,825.34	218.53
CO#01-22	24" HDPE	-4,971.00	0.00	0.00	-1,560.90	-1,560.90	31.40%	-3,410.10	-156.09
CO#01-23	14" X 23" ERCP	-1,292.80	0.00	0.00	0.00	0.00	0.00%	-1,292.80	0.00
CO#01-24	19" X 30" ERCP	2,548.16	0.00	0.00	0.00	0.00	0.00%	2,548.16	0.00
CO#01-25	STORM MANHOLE	2,840.80	0.00	0.00	1,652.51	1,652.51	58.17%	1,188.09	165.25
CO#01-26	18" MES	865.95	0.00	0.00	0.00	0.00	0.00%	865.95	0.00
CO#01-27	24" MES	-1,106.69	0.00	0.00	0.00	0.00	0.00%	-1,106.69	0.00
CO#01-28	19X30 MES	1,479.05	0.00	0.00	0.00	0.00	0.00%	1,479.05	0.00
CO#01-29	P-5 INLET	7,974.86	0.00	0.00	5,160.36	5,160.36	64.71%	2,814.50	516.04
CO#01-30	P-6 INLET	-13,108.11	0.00	0.00	-7,835.29	-7,835.29	59.77%	-5,272.82	-783.53
CO#01-31	TYPE C INLET	10,164.85	0.00	0.00	4,560.88	4,560.88	44.87%	5,603.97	456.09
CO#01-32	TYPE V INLET	4,174.04	0.00	0.00	3,535.71	3,535.71	84.71%	638.33	353.57
CO#01-33	CLEAN STORM	1,556.64	0.00	0.00	0.00	0.00	0.00%	1,556.64	0.00
CO#01-34	STORM INSPECTION	1,218.24	0.00	0.00	0.00	0.00	0.00%	1,218.24	0.00
CO#01-35	WELL POINTS	3,185.00	0.00	0.00	0.00	0.00	0.00%	3,185.00	0.00
	STORM Totals	730,008.02	0.00	0.00	388,567.25	388,567.25	53.23%	341,440.77	38,856.76

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 11/25/21
To: 11/25/21
Architect's Project No.:

Invoice #: 2127-1 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	4 WATER								
402	4" PVC	20,465.00	0.00	0.00	1,116.16	1,116.16	5.41%	12,147.32	111.82
404	6" PVC	42,479.50	0.00	0.00	22,371.24	22,371.24	52.66%	20,108.26	2,237.12
406	8" PVC	122,371.60	0.00	0.00	78,427.80	78,427.80	64.09%	43,943.80	7,842.78
408	WM SINGLE SERVICE	23,483.98	0.00	0.00	0.00	0.00	0.00%	23,483.98	0.00
410	WM DOUBLE SERVICE	133,474.17	0.00	0.00	0.00	0.00	0.00%	133,474.17	0.00
412	WATER FITTINGS	39,421.51	0.00	0.00	33,044.64	33,044.64	83.82%	6,376.87	3,304.46
414	4" GATE VALVE	5,013.45	0.00	0.00	3,531.00	3,531.00	70.43%	1,482.45	353.10
416	6" GATE VALVE	5,064.44	0.00	0.00	3,648.70	3,648.70	72.05%	1,415.74	364.87
418	8" GATE VALVE	23,567.74	0.00	0.00	18,125.80	18,125.80	76.91%	5,441.94	1,812.58
420	FIRE HYDRANT	47,253.69	0.00	0.00	34,692.08	34,692.08	73.42%	12,561.61	3,469.21
422	2" BLOW OFF	2,685.96	0.00	0.00	1,677.23	1,677.23	62.44%	1,008.73	167.72
424	2" JUMPER	2,286.50	0.00	0.00	1,918.51	1,918.51	83.91%	367.99	191.85
426	10" X 8" WET TAP	5,023.01	0.00	0.00	0.00	0.00	0.00%	5,023.01	0.00
428	TEST WATER LINES	15,848.25	0.00	0.00	0.00	0.00	0.00%	15,848.25	0.00
430	SAMPLE POINTS	8,864.40	0.00	0.00	0.00	0.00	0.00%	8,864.40	0.00
CO#01-36	12" PVC	2,292.00	0.00	0.00	1,260.60	1,260.60	55.00%	1,031.40	126.06
CO#01-37	4" PVC	-2,751.10	0.00	0.00	-1,037.30	-1,037.30	37.70%	-1,713.80	-103.73
CO#01-38	6" PVC	556.50	0.00	0.00	293.04	293.04	52.66%	263.46	29.30
CO#01-39	8" PVC	-31,512.00	0.00	0.00	-20,196.00	-20,196.00	64.09%	-11,316.00	-2,019.60
CO#01-40	10" PVC	55,968.00	0.00	0.00	30,782.40	30,782.40	55.00%	25,185.60	3,078.24
CO#01-41	WATER FITTINGS	6,611.35	0.00	0.00	3,636.24	3,636.24	55.00%	2,975.11	363.62
CO#01-42	4" GATE VALVE	-2,005.38	0.00	0.00	-1,412.40	-1,412.40	70.43%	-592.98	-141.24
CO#01-43	8" GATE VALVE	-3,366.82	0.00	0.00	-2,589.40	-2,589.40	76.91%	-777.42	-258.94
CO#01-44	10" GATE VALVE	5,549.62	0.00	0.00	3,052.29	3,052.29	55.00%	2,497.33	305.23
CO#01-45	FIRE HYDRANT	5,250.41	0.00	0.00	3,854.68	3,854.68	73.42%	1,395.73	385.47
CO#01-46	2" BLOW OFF	-1,790.64	0.00	0.00	-1,118.15	-1,118.15	62.44%	-672.49	-111.82
CO#01-47	10" X 8" WET TAP	-5,023.01	0.00	0.00	0.00	0.00	0.00%	-5,023.01	0.00
CO#01-48	10" WET TAP	7,029.58	0.00	0.00	0.00	0.00	0.00%	7,029.58	0.00
CO#01-49	TEST WATER LINES	46.75	0.00	0.00	0.00	0.00	0.00%	46.75	0.00
	WATER Totals	534,158.96	0.00	0.00	221,681.18	221,681.18	41.50%	312,477.78	22,168.10

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 11/25/21
To: 11/25/21
Architect's Project No.:

Invoice #: 2127-1 Contract: 2127, One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	6 PAVING								
602	ASPHALT 1.25	160,090.00	0.00	0.00	0.00	0.00	0.00%	160,090.00	0.00
604	6" CONCRETE PAVING	12,512.50	0.00	0.00	0.00	0.00	0.00%	12,512.50	0.00
606	CRUSHED CONCRETE 6"	365,562.00	0.00	0.00	0.00	0.00	0.00%	365,562.00	0.00
608	STABILIZER 12"	149,202.30	0.00	0.00	0.00	0.00	0.00%	149,202.30	0.00
610	TYPE F CURB	5,907.60	0.00	0.00	0.00	0.00	0.00%	5,907.60	0.00
612	MEDIAN CURB	5,977.20	0.00	0.00	0.00	0.00	0.00%	5,977.20	0.00
614	MIAMI CURB	223,884.60	0.00	0.00	0.00	0.00	0.00%	223,884.60	0.00
616	4' SIDEWALK 6" THICK	1,920.00	0.00	0.00	0.00	0.00	0.00%	1,920.00	0.00
618	4' SIDEWALK 4" THICK	36,432.00	0.00	0.00	0.00	0.00	0.00%	36,432.00	0.00
620	5' WHEEL CHAIR RAMP	18,768.40	0.00	0.00	0.00	0.00	0.00%	18,768.40	0.00
622	SIGNS-PAVEMENT MARKINGS	17,070.60	0.00	0.00	0.00	0.00	0.00%	17,070.60	0.00
CO#01-50	ASPHALT 1.25"	2,697.00	0.00	0.00	0.00	0.00	0.00%	2,697.00	0.00
CO#01-51	CRUSHED CONCRETE 6"	5,474.60	0.00	0.00	0.00	0.00	0.00%	5,474.60	0.00
CO#01-52	STABILIZER 12"	1,770.10	0.00	0.00	0.00	0.00	0.00%	1,770.10	0.00
CO#01-53	D CURB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO#01-63	D CURB	296.40	0.00	0.00	0.00	0.00	0.00%	296.40	0.00
CO#01-64	4' SIDEWALK 6" THICK	672.00	0.00	0.00	0.00	0.00	0.00%	672.00	0.00
CO#01-65	5' SIDEWALK REC AREA-POND	26,672.10	0.00	0.00	0.00	0.00	0.00%	26,672.10	0.00
CO#01-66	5'4" MONOLITHIC SIDEWALK	5,020.65	0.00	0.00	0.00	0.00	0.00%	5,020.65	0.00
CO#01-67	8' SIDEWALK 4" THICK	378.75	0.00	0.00	0.00	0.00	0.00%	378.75	0.00
CO#01-68	MAIL KIOSK PAD	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
CO#01-69	5' WHEEL CHAIR RAMPS	1,340.60	0.00	0.00	0.00	0.00	0.00%	1,340.60	0.00
	PAVING Totals	1,064,099.40	0.00	0.00	0.00	0.00	0.00%	1,064,099.40	0.00
Bill Group:	7 MISC								
702	SURVEY	28,275.00	0.00	2,827.50	0.00	2,827.50	10.00%	25,447.50	282.75
704	ASBUILTS	9,930.68	0.00	0.00	0.00	0.00	0.00%	9,930.68	0.00
706	MOBILIZATION	19,438.50	0.00	2,915.78	0.00	2,915.78	15.00%	16,522.72	291.58
708	GEOTECH TESTING	45,600.00	0.00	4,560.00	0.00	4,560.00	10.00%	41,040.00	456.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 11/25/21
To: 11/25/21
Architect's Project No.:

Invoice #: 2127-1 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
710	LOT TESTING	39,450.00	0.00	0.00	0.00	0.00	0.00%	39,450.00	0.00
712	ENVIRONMENTAL	2,800.45	0.00	2,800.45	0.00	2,800.45	100.00%	0.00	280.05
714	S.W.P.P.P.	3,600.00	0.00	360.00	0.00	360.00	10.00%	3,240.00	36.00
716	R/W PERMIT	6,310.86	0.00	0.00	0.00	0.00	0.00%	6,310.86	0.00
718	RIP RAP	20,220.80	0.00	0.00	0.00	0.00	0.00%	20,220.80	0.00
	MISC Totals	175,626.49	0.00	13,463.73	0.00	13,463.73	7.67%	162,162.76	1,346.38
Bill Group: 8 OFFSITE									
802	EXCAVATE AND GRADE	8,455.05	0.00	0.00	0.00	0.00	0.00%	8,455.05	0.00
804	ASPHALT OVERLAY 1"	29,440.20	0.00	0.00	0.00	0.00	0.00%	29,440.20	0.00
806	ASPHALT 1.50"	22,238.40	0.00	0.00	0.00	0.00	0.00%	22,238.40	0.00
808	1" MILL EXISTING	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
810	LIMEROCK 12"	39,720.80	0.00	0.00	0.00	0.00	0.00%	39,720.80	0.00
812	COMPACTED BASE 12"	3,842.00	0.00	0.00	0.00	0.00	0.00%	3,842.00	0.00
814	STABILIZER6" CURB	906.00	0.00	0.00	0.00	0.00	0.00%	906.00	0.00
816	STABILIZED SHOULDER	5,285.50	0.00	0.00	0.00	0.00	0.00%	5,285.50	0.00
818	TYPE F CURB	12,348.70	0.00	0.00	0.00	0.00	0.00%	12,348.70	0.00
820	6" CONCRETE DRIVE	3,281.25	0.00	0.00	0.00	0.00	0.00%	3,281.25	0.00
822	4' SIDEWALK 4" THICK	3,745.95	0.00	0.00	0.00	0.00	0.00%	3,745.95	0.00
824	6' SIDEWALK 4" THICK	8,334.50	0.00	0.00	0.00	0.00	0.00%	8,334.50	0.00
826	R/W GRADING	637.50	0.00	0.00	0.00	0.00	0.00%	637.50	0.00
828	R/W SOD	2,388.50	0.00	0.00	0.00	0.00	0.00%	2,388.50	0.00
830	SIGNS-PAVEMENT MARKINGS	8,709.60	0.00	0.00	0.00	0.00	0.00%	8,709.60	0.00
832	J-6 INLET (DOGHOUSE)	10,332.69	0.00	0.00	0.00	0.00	0.00%	10,332.69	0.00
834	8" PVC	4,501.80	0.00	0.00	1,009.80	1,009.80	22.43%	3,492.00	100.98
836	TEST WATER LINES	112.20	0.00	0.00	0.00	0.00	0.00%	112.20	0.00
838	OPEN CUT/ REPAIR	6,252.80	0.00	0.00	0.00	0.00	0.00%	6,252.80	0.00
840	SAMPLE POINTS	738.72	0.00	0.00	0.00	0.00	0.00%	738.72	0.00
842	GRAVITY WALL	65,456.65	0.00	0.00	0.00	0.00	0.00%	65,456.65	0.00
844	42" HANDRAIL	7,014.35	0.00	0.00	0.00	0.00	0.00%	7,014.35	0.00
846	DEWATERING OFFSITE	9,024.44	0.00	0.00	0.00	0.00	0.00%	9,024.44	0.00
848	MOT	50,883.19	0.00	0.00	0.00	0.00	0.00%	50,883.19	0.00

CONTINUATION SHEET

Page 9 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1

Application Date : 11/25/21

To: 11/25/21

Architect's Project No.:

Invoice # : 2127-1

Contract : 2127. One Thousand Oaks

[illegible]

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2127-2

To Owner: One Thousand Oaks, LLC
4900 Dundee Road

Project: 2127. One Thousand Oaks

Application No.: 2

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Winter Haven, FL 33884

Period To: 12/25/2021

From Contractor: Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32773

Via Architect:

Eagle Hammack

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$4,807,145.97
2. Net Change By Change Order	\$167,197.39
3. Contract Sum To Date	\$4,974,943.36
4. Total Completed and Stored To Date	\$1,691,761.26
5. Retainage:	
a. 10.00% of Completed Work	\$162,944.21
b. 10.00% of Stored Material	\$6,232.01
Total Retainage	\$169,176.22
6. Total Earned Less Retainage	\$1,522,585.04
7. Less Previous Certificates For Payments	\$1,163,356.95
8. Current Payment Due	\$359,228.09
9. Balance To Finish, Plus Retainage	\$3,452,358.32

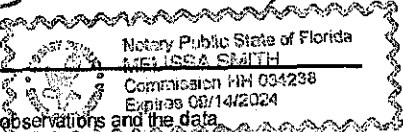
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Blue Ox Enterprises, LLC

By: *[Signature]* Date: 12/24/21

State of: *FL*
Subscribed and sworn to before me this *24th*
Notary Public: *[Signature]*
My Commission expires: *DEC 2021*

County of: *Seminole*
day of: *DEC, 2021*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 359,228.09

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature]

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$167,197.39	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$167,197.39	\$0.00
Net Changes By Change Order	\$167,197.39	

CONTINUATION SHEET

Page 2 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice # : 2127-2

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	1 EARTHWORK								
102	INLET PROTECTION	6,360.50	0.00	0.00	0.00	0.00	0.00%	6,360.50	0.00
104	SILT FENCE	6,762.80	6,762.80	0.00	0.00	6,762.80	100.00%	0.00	676.28
106	DOUBLE SILT FENCE	11,583.00	11,583.00	0.00	0.00	11,583.00	100.00%	0.00	1,158.30
108	CLEARING - BURN ON SITE	31,330.86	31,330.86	0.00	0.00	31,330.86	100.00%	0.00	3,133.09
110	MOW AND DISK	16,255.68	16,255.68	0.00	0.00	16,255.68	100.00%	0.00	1,625.57
112	STRIPPINGS	7,482.05	3,741.03	2,244.61	0.00	5,985.64	80.00%	1,496.41	598.56
114	EXCAVATION	358,972.80	71,794.56	125,640.48	0.00	197,435.04	55.00%	161,537.76	19,743.51
116	EMBANKMENT	114,048.65	22,809.73	39,917.03	0.00	62,726.76	55.00%	51,321.89	6,272.67
118	POND GRADING	18,662.95	0.00	0.00	0.00	0.00	0.00%	18,662.95	0.00
120	SWALE GRADING	1,744.60	0.00	0.00	0.00	0.00	0.00%	1,744.60	0.00
122	PAD GRADING	44,707.37	0.00	0.00	0.00	0.00	0.00%	44,707.37	0.00
124	R/W GRADING	11,506.30	0.00	0.00	0.00	0.00	0.00%	11,506.30	0.00
126	SLOPE GRADING	7,168.25	0.00	0.00	0.00	0.00	0.00%	7,168.25	0.00
128	POND SOD	85,971.95	0.00	0.00	0.00	0.00	0.00%	85,971.95	0.00
130	SWALE SOD	8,036.60	0.00	0.00	0.00	0.00	0.00%	8,036.60	0.00
132	R/W SOD	5,634.05	0.00	0.00	0.00	0.00	0.00%	5,634.05	0.00
134	SEED & MULCH	44,280.00	0.00	0.00	0.00	0.00	0.00%	44,280.00	0.00
136	STRIP SOD	17,604.65	0.00	0.00	0.00	0.00	0.00%	17,604.65	0.00
138	SLOPE SOD	38,005.25	0.00	0.00	0.00	0.00	0.00%	38,005.25	0.00
140	DEMO FENCE	7,259.20	0.00	0.00	0.00	0.00	0.00%	7,259.20	0.00
142	DEMO EX PAVING	3,432.20	0.00	0.00	0.00	0.00	0.00%	3,432.20	0.00
144	GRAVITY WALL	48,090.60	0.00	0.00	0.00	0.00	0.00%	48,090.60	0.00
146	6" VINYL FENCE	2,907.00	0.00	0.00	0.00	0.00	0.00%	2,907.00	0.00
148	DEWATERING	173,598.93	173,598.93	0.00	0.00	173,598.93	100.00%	0.00	17,359.89
CO#01-70	EXCAVATION	1,296.00	259.20	1,036.80	0.00	1,296.00	100.00%	0.00	129.60
CO#01-71	EMBANKMENT	411.75	82.35	329.40	0.00	411.75	100.00%	0.00	41.18
CO#01-72	POND GRADING	183.00	0.00	183.00	0.00	183.00	100.00%	0.00	18.30
CO#01-73	SLOPE GRADING	172.25	0.00	172.25	0.00	172.25	100.00%	0.00	17.23
CO#01-74	POND SOD	843.00	0.00	0.00	0.00	0.00	0.00%	843.00	0.00
CO#01-75	SLOPE SOD	913.25	0.00	0.00	0.00	0.00	0.00%	913.25	0.00
CO#01-76	REC AREA SOD	2,037.25	0.00	0.00	0.00	0.00	0.00%	2,037.25	0.00

CONTINUATION SHEET

Page 3 of 9

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice # : 2127-2

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-77	DEMO EXISTING STRUCTURES	16,874.40	0.00	3,374.88	0.00	3,374.88	20.00%	13,499.52	337.49
CO#01-78	DEWATERING	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	900.00
	EARTHWORK Totals	1,103,137.14	347,216.14	172,696.45	0.00	520,116.59	47.15%	583,020.55	52,011.67
Bill Group:	2 SANITARY								
202	8" PVC 0-6 SDR 26	43,115.60	20,358.98	0.00	0.00	20,358.98	47.22%	22,756.62	2,035.90
204	8" PVC 6-8 SDR 26	31,842.84	14,151.19	0.00	0.00	14,151.19	44.44%	17,691.65	1,415.12
206	8" PVC 8-10 SDR 26	38,337.12	15,141.46	0.00	0.00	15,141.46	39.50%	23,195.66	1,514.15
208	8" PVC 10-12 SDR 26	36,071.84	12,820.19	0.00	0.00	12,820.19	35.54%	23,251.65	1,282.02
210	8" PVC 12-14 SDR 26	38,285.06	11,829.93	0.00	0.00	11,829.93	30.90%	26,455.13	1,182.99
212	8" PVC 14-16 SDR 26	20,988.24	5,813.81	0.00	0.00	5,813.81	27.70%	15,174.43	581.38
214	8" PVC 14-16 DR 18	3,589.60	851.84	0.00	0.00	851.84	23.73%	2,737.76	85.18
216	8" PVC 16-18 SDR 26	8,292.68	2,001.82	0.00	0.00	2,001.82	24.14%	6,290.86	200.18
218	MANHOLE 0-6	50,162.76	25,493.82	0.00	0.00	25,493.82	50.82%	24,668.94	2,549.38
220	MANHOLE 6-8	9,448.42	5,039.91	0.00	0.00	5,039.91	53.34%	4,408.51	503.99
222	MANHOLE 8-10	37,573.83	21,058.88	0.00	0.00	21,058.88	56.05%	16,514.95	2,105.89
224	MANHOLE 10-12	5,854.08	3,246.17	0.00	0.00	3,246.17	55.45%	2,607.91	324.62
226	MANHOLE 12-14	25,488.72	14,933.78	0.00	0.00	14,933.78	58.59%	10,554.94	1,493.38
228	MANHOLE 14-16	13,736.42	7,942.40	0.00	0.00	7,942.40	57.82%	5,794.02	794.24
230	MANHOLE 16-18	11,651.76	8,354.35	0.00	0.00	8,354.35	71.70%	3,297.41	835.44
232	MANHOLE LINED 12-14	18,019.93	14,100.46	0.00	0.00	14,100.46	76.25%	3,919.47	1,410.05
234	SINGLE LATERAL	27,488.40	17,655.00	0.00	0.00	17,655.00	64.23%	9,833.40	1,765.50
236	DOUBLE LATERAL	122,227.56	82,625.40	0.00	0.00	82,625.40	67.60%	39,602.16	8,262.54
238	6" PVC FORCEMAN	35,987.00	18,837.89	0.00	0.00	18,837.89	52.35%	17,149.11	1,883.79
240	6" PLUG VALVE	1,305.87	882.75	0.00	0.00	882.75	67.60%	423.12	88.28
242	FORCEMAIN FITTINGS	14,365.44	12,458.55	0.00	0.00	12,458.55	86.73%	1,906.89	1,245.86
244	10" x 6" WET TAP	4,259.37	0.00	0.00	2,330.46	2,330.46	54.71%	1,928.91	233.05
246	LIFT STATION	307,526.19	0.00	0.00	50,409.70	50,409.70	16.39%	257,116.49	5,040.97
248	AIR RELEASE VALVE	5,370.01	4,472.60	0.00	0.00	4,472.60	83.29%	897.41	447.26
250	CLEAN SANITARY LINES	14,025.60	0.00	0.00	0.00	0.00	0.00%	14,025.60	0.00
252	TEST SANITARY LINES	11,220.48	0.00	0.00	0.00	0.00	0.00%	11,220.48	0.00
254	TEST FORCEMAIN LINES	2,793.60	0.00	0.00	0.00	0.00	0.00%	2,793.60	0.00

CONTINUATION SHEET

Page 4 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice # : 2127-2

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
256	T.V. SANITARY LINES	15,428.16	0.00	0.00	0.00	0.00	0.00%	15,428.16	0.00
258	DROP CONNECTION	1,328.58	0.00	0.00	0.00	0.00	0.00%	1,328.58	0.00
260	WELL POINTS	95,452.00	0.00	95,452.00	0.00	95,452.00	100.00%	0.00	9,545.20
CO#01-01	8" PVC 0-6 SDR 26	338.25	159.72	0.00	0.00	159.72	47.22%	178.53	15.97
CO#01-02	8" PVC 6-8 SDR 26	2,443.92	1,086.10	0.00	0.00	1,086.10	44.44%	1,357.82	108.61
CO#01-03	8" PVC 8-10 SDR 26	-539.20	-212.96	0.00	0.00	-212.96	39.50%	-326.24	-21.30
CO#01-04	8" PVC 10-12 SDR26	1,468.04	521.75	0.00	0.00	521.75	35.54%	946.29	52.18
CO#01-05	8" PVC 12-14 SDR 26	-1,412.86	-436.57	0.00	0.00	-436.57	30.90%	-976.29	-43.66
CO#01-06	8" PVC 14-16 SDR 26	1,576.04	436.57	0.00	0.00	436.57	27.70%	1,139.47	43.66
CO#01-07	8" PVC 16-18 SDR 26	-6,219.51	-1,501.37	0.00	0.00	-1,501.37	24.14%	-4,718.14	-150.14
CO#01-08	MANHOLE 6-8	4,724.21	2,519.96	0.00	0.00	2,519.96	53.34%	2,204.25	252.00
CO#01-09	MANHOLE 8-10	-5,367.69	-3,008.41	0.00	0.00	-3,008.41	56.05%	-2,359.28	-300.84
CO#01-10	MANHOLE 10-12	5,854.08	3,246.17	0.00	0.00	3,246.17	55.45%	2,607.91	324.62
CO#01-11	MANHOLE 12-14	-6,372.18	-3,733.44	0.00	0.00	-3,733.44	58.59%	-2,638.74	-373.34
CO#01-12	SINGLE LATERAL	4,581.20	2,942.50	0.00	0.00	2,942.50	64.23%	1,638.70	294.25
CO#01-13	DOUBLE LATERAL	-2,089.36	-1,412.40	0.00	0.00	-1,412.40	67.60%	-676.96	-141.24
CO#01-14	LIFT STATION	8,614.36	0.00	0.00	5,713.60	5,713.60	66.33%	2,900.76	571.36
CO#01-15	CLEAN SANITARY LINES	9.00	0.00	0.00	0.00	0.00	0.00%	9.00	0.00
CO#01-16	TEST SANITARY LINES	7.20	0.00	0.00	0.00	0.00	0.00%	7.20	0.00
CO#01-17	TV SANITARY LINES	9.90	0.00	0.00	0.00	0.00	0.00%	9.90	0.00
	SANITARY Totals	1,058,862.56	320,678.80	95,452.00	58,453.76	474,584.56	44.82%	584,278.00	47,458.49
Bill Group:	3 STORM								
302	15" HDPE	12,381.60	6,179.25	0.00	0.00	6,179.25	49.91%	6,202.35	617.93
304	18" HDPE	40,800.60	22,139.38	0.00	0.00	22,139.38	54.26%	18,661.22	2,213.94
306	24" HDPE	138,193.80	89,981.66	0.00	0.00	89,981.66	65.11%	48,212.14	8,998.17
308	30" HDPE	90,959.40	63,028.35	0.00	0.00	63,028.35	69.29%	27,931.05	6,302.84
310	36" HDPE	39,500.00	27,953.75	0.00	0.00	27,953.75	70.77%	11,546.25	2,795.38
312	14" X 23" ERCP	3,619.84	0.00	0.00	0.00	0.00	0.00%	3,619.84	0.00
314	19" X 30" ERCP	1,911.12	0.00	0.00	0.00	0.00	0.00%	1,911.12	0.00
316	STORM MANHOLE	17,043.60	9,915.05	0.00	0.00	9,915.05	58.17%	7,128.55	991.51
318	J MANHOLE	8,100.90	5,065.81	0.00	0.00	5,065.81	62.53%	3,035.09	506.58

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2
Application Date : 12/25/21
To: 12/25/21
Architect's Project No.:

Invoice #: 2127-2 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
320	15" MES	1,545.72	0.00	0.00	0.00	0.00	0.00%	1,545.72	0.00
322	18" MES	2,597.85	0.00	0.00	0.00	0.00	0.00%	2,597.85	0.00
324	24" MES	11,066.90	0.00	5,533.45	0.00	5,533.45	50.00%	5,533.45	553.35
326	30" MES	10,932.70	0.00	5,466.35	0.00	5,466.35	50.00%	5,466.35	546.64
328	36" MES	5,356.62	0.00	1,339.10	0.00	1,339.10	25.00%	1,317.40	100.92
330	P-5 INLET	55,824.02	30,962.16	0.00	0.00	30,962.16	55.46%	24,861.86	3,096.22
332	P-6 INLET	113,603.62	67,905.84	0.00	0.00	67,905.84	59.77%	45,697.78	6,790.58
334	J-6 INLET	11,086.96	8,624.55	0.00	0.00	8,624.55	77.79%	2,462.41	862.46
336	TYPE C INLET	14,230.79	6,385.23	0.00	0.00	6,385.23	44.87%	7,845.56	638.52
338	TYPE D INLET	2,932.39	1,530.10	1,402.29	0.00	2,932.39	100.00%	0.00	293.24
340	D CONTROL STRUCTURE	37,899.84	28,285.66	3,929.20	0.00	32,214.86	85.00%	5,684.98	3,221.49
342	CLEAN STORM	17,211.36	0.00	0.00	0.00	0.00	0.00%	17,211.36	0.00
344	STORM INSPECTION	13,469.76	0.00	0.00	0.00	0.00	0.00%	13,469.76	0.00
346	WELL POINTS	35,525.00	0.00	35,525.00	0.00	35,525.00	100.00%	0.00	3,552.50
CO#01-18	18" RCP	2,292.08	1,260.64	0.00	0.00	1,260.64	55.00%	1,031.44	126.06
CO#01-19	24" RCP	16,075.76	8,841.67	0.00	0.00	8,841.67	55.00%	7,234.09	884.17
CO#01-20	15" HDPE	5,306.40	2,809.62	0.00	0.00	2,809.62	52.95%	2,496.78	280.96
CO#01-21	18" HDPE	5,010.60	2,185.26	0.00	0.00	2,185.26	43.61%	2,825.34	218.53
CO#01-22	24" HDPE	-4,971.00	-1,560.90	-1,675.72	0.00	-3,236.62	65.11%	-1,734.38	-323.66
CO#01-23	14" X 23" ERCP	-1,292.80	0.00	0.00	0.00	0.00	0.00%	-1,292.80	0.00
CO#01-24	19" X 30" ERCP	2,548.16	0.00	0.00	0.00	0.00	0.00%	2,548.16	0.00
CO#01-25	STORM MANHOLE	2,840.60	1,652.51	0.00	0.00	1,652.51	58.17%	1,188.09	165.25
CO#01-26	18" MES	865.95	0.00	0.00	0.00	0.00	0.00%	865.95	0.00
CO#01-27	24" MES	-1,106.69	0.00	-553.35	0.00	-553.35	50.00%	-553.34	-55.34
CO#01-28	19X30 MES	1,479.05	0.00	0.00	0.00	0.00	0.00%	1,479.05	0.00
CO#01-29	P-5 INLET	7,974.86	5,160.36	0.00	0.00	5,160.36	64.71%	2,814.50	516.04
CO#01-30	P-6 INLET	-13,108.11	-7,835.29	0.00	0.00	-7,835.29	59.77%	-5,272.82	-783.53
CO#01-31	TYPE C INLET	10,164.85	4,560.88	0.00	0.00	4,560.88	44.87%	5,603.97	456.09
CO#01-32	TYPE V INLET	4,174.04	3,535.71	0.00	0.00	3,535.71	84.71%	638.33	353.57
CO#01-33	CLEAN STORM	1,556.64	0.00	0.00	0.00	0.00	0.00%	1,556.64	0.00
CO#01-34	STORM INSPECTION	1,218.24	0.00	0.00	0.00	0.00	0.00%	1,218.24	0.00
CO#01-35	WELL POINTS	3,185.00	0.00	3,185.00	0.00	3,185.00	100.00%	0.00	318.50
	STORM Totals	730,008.02	388,567.25	54,151.38	0.00	442,718.63	60.65%	287,289.39	44,271.91

CONTINUATION SHEET

Page 6 of 9

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice #: 2127-2

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	4 WATER								
402	4" PVC	20,465.50	7,718.18	0.00	0.00	7,718.18	37.71%	12,747.32	171.82
404	6" PVC	42,170.50	22,071.24	0.00	0.00	22,071.24	52.00%	20,100.20	2,237.12
406	8" PVC	122,371.60	78,427.80	0.00	0.00	78,427.80	64.09%	43,943.80	7,842.78
408	WM SINGLE SERVICE	23,483.98	0.00	0.00	0.00	0.00	0.00%	23,483.98	0.00
410	WM DOUBLE SERVICE	133,474.17	0.00	0.00	0.00	0.00	0.00%	133,474.17	0.00
412	WATER FITTINGS	39,421.51	33,044.64	0.00	0.00	33,044.64	83.82%	6,376.87	3,304.46
414	4" GATE VALVE	5,013.45	3,531.00	0.00	0.00	3,531.00	70.43%	1,482.45	353.10
416	6" GATE VALVE	5,064.44	3,648.70	0.00	0.00	3,648.70	72.05%	1,415.74	364.87
418	8" GATE VALVE	23,567.74	18,125.80	0.00	0.00	18,125.80	76.91%	5,441.94	1,812.58
420	FIRE HYDRANT	47,253.69	34,692.08	0.00	0.00	34,692.08	73.42%	12,561.61	3,469.21
422	2" BLOW OFF	2,685.96	1,677.23	0.00	0.00	1,677.23	62.44%	1,008.73	167.72
424	2" JUMPER	2,286.50	1,918.51	0.00	0.00	1,918.51	83.91%	367.99	191.85
426	10" X 8" WET TAP	5,023.01	0.00	0.00	3,119.05	3,119.05	62.10%	1,903.96	311.91
428	TEST WATER LINES	15,848.25	0.00	0.00	0.00	0.00	0.00%	15,848.25	0.00
430	SAMPLE POINTS	8,864.40	0.00	0.00	0.00	0.00	0.00%	8,864.40	0.00
CO#01-36	12" PVC	2,292.00	1,260.60	0.00	0.00	1,260.60	55.00%	1,031.40	126.06
CO#01-37	4" PVC	-2,751.10	-1,037.30	0.00	0.00	-1,037.30	37.70%	-1,713.80	-103.73
CO#01-38	6" PVC	556.50	293.04	0.00	0.00	293.04	52.66%	263.46	29.30
CO#01-39	8" PVC	-31,512.00	-20,196.00	0.00	0.00	-20,196.00	64.09%	-11,316.00	-2,019.60
CO#01-40	10" PVC	55,968.00	30,782.40	0.00	0.00	30,782.40	55.00%	25,185.60	3,078.24
CO#01-41	WATER FITTINGS	6,611.35	3,636.24	0.00	0.00	3,636.24	55.00%	2,975.11	363.62
CO#01-42	4" GATE VALVE	-2,005.38	-1,412.40	0.00	0.00	-1,412.40	70.43%	-592.98	-141.24
CO#01-43	8" GATE VALVE	-3,366.82	-2,589.40	0.00	0.00	-2,589.40	76.91%	-777.42	-258.94
CO#01-44	10" GATE VALVE	5,549.62	3,052.29	0.00	0.00	3,052.29	55.00%	2,497.33	305.23
CO#01-45	FIRE HYDRANT	5,250.41	3,854.68	0.00	0.00	3,854.68	73.42%	1,395.73	385.47
CO#01-46	2" BLOW OFF	-1,790.64	-1,118.15	0.00	0.00	-1,118.15	62.44%	-672.49	-111.82
CO#01-47	10" X 8" WET TAP	-5,023.01	0.00	0.00	-3,119.05	-3,119.05	62.10%	-1,903.96	-311.91
CO#01-48	10" WET TAP	7,029.58	0.00	0.00	3,866.27	3,866.27	55.00%	3,163.31	386.63
CO#01-49	TEST WATER LINES	46.75	0.00	0.00	0.00	0.00	0.00%	46.75	0.00
	WATER Totals	534,158.96	221,681.18	0.00	3,866.27	225,547.45	42.22%	308,611.51	22,554.73

CONTINUATION SHEET

Page 7 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice #: 2127-2

Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	6 PAVING								
602	ASPHALT 1.25"	180,090.00	0.00	0.00	0.00	0.00	0.00%	180,090.00	0.00
604	6" CONCRETE PAVING	12,512.50	0.00	0.00	0.00	0.00	0.00%	12,512.50	0.00
606	CRUSHED CONCRETE 6"	365,562.00	0.00	0.00	0.00	0.00	0.00%	365,562.00	0.00
608	STABILIZER 12"	149,202.30	0.00	0.00	0.00	0.00	0.00%	149,202.30	0.00
610	TYPE F CURB	5,907.60	0.00	0.00	0.00	0.00	0.00%	5,907.60	0.00
612	MEDIAN CURB	5,977.20	0.00	0.00	0.00	0.00	0.00%	5,977.20	0.00
614	MIAMI CURB	223,884.60	0.00	0.00	0.00	0.00	0.00%	223,884.60	0.00
616	4' SIDEWALK 6" THICK	1,920.00	0.00	0.00	0.00	0.00	0.00%	1,920.00	0.00
618	4' SIDEWALK 4" THICK	36,432.00	0.00	0.00	0.00	0.00	0.00%	36,432.00	0.00
620	5' WHEEL CHAIR RAMP	18,768.40	0.00	0.00	0.00	0.00	0.00%	18,768.40	0.00
622	SIGNS-PAVEMENT MARKINGS	17,070.60	0.00	0.00	0.00	0.00	0.00%	17,070.60	0.00
CO#01-50	ASPHALT 1.25"	2,697.00	0.00	0.00	0.00	0.00	0.00%	2,697.00	0.00
CO#01-51	CRUSHED CONCRETE 6"	5,474.60	0.00	0.00	0.00	0.00	0.00%	5,474.60	0.00
CO#01-52	STABILIZER 12"	1,770.10	0.00	0.00	0.00	0.00	0.00%	1,770.10	0.00
CO#01-53	D CURB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO#01-63	D CURB	296.40	0.00	0.00	0.00	0.00	0.00%	296.40	0.00
CO#01-64	4' SIDEWALK 6" THICK	672.00	0.00	0.00	0.00	0.00	0.00%	672.00	0.00
CO#01-65	5' SIDEWALK REC AREA-POND	26,672.10	0.00	0.00	0.00	0.00	0.00%	26,672.10	0.00
CO#01-66	5'4" MONOLITHIC SIDEWALK	5,020.65	0.00	0.00	0.00	0.00	0.00%	5,020.65	0.00
CO#01-67	8' SIDEWALK 4" THICK	378.75	0.00	0.00	0.00	0.00	0.00%	378.75	0.00
CO#01-68	MAIL KIOSK PAD	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
CO#01-69	5' WHEEL CHAIR RAMPS	1,340.60	0.00	0.00	0.00	0.00	0.00%	1,340.60	0.00
	PAVING Totals	1,064,099.40	0.00	0.00	0.00	0.00	0.00%	1,064,099.40	0.00
Bill Group:	7 MISC								
702	SURVEY	28,275.00	2,827.50	4,241.25	0.00	7,068.75	25.00%	21,206.25	706.88
704	ASBUILTS	9,930.88	0.00	0.00	0.00	0.00	0.00%	9,930.88	0.00
706	MOBILIZATION	19,438.50	2,915.78	9,719.25	0.00	12,635.03	65.00%	6,803.47	1,263.51
708	GEOTECH TESTING	45,600.00	4,560.00	0.00	0.00	4,560.00	10.00%	41,040.00	456.00

CONTINUATION SHEET

Page 8 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice #: 2127-2

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
710	LOT TESTING	39,450.00	0.00	0.00	0.00	0.00	0.00%	39,450.00	0.00
712	ENVIRONMENTAL	2,800.45	2,800.45	0.00	0.00	2,800.45	100.00%	0.00	280.05
714	S.W.P.P.P.	3,600.00	360.00	360.00	0.00	720.00	20.00%	2,880.00	72.00
716	R/W PERMIT	6,310.86	0.00	0.00	0.00	0.00	0.00%	6,310.86	0.00
718	RIP RAP	20,220.66	0.00	0.00	0.00	0.00	0.00%	20,220.66	0.00
	MISC Totals	175,626.49	13,463.73	14,320.50	0.00	27,784.23	15.82%	147,842.26	2,778.44
Bill Group: 8 OFFSITE									
802	EXCAVATE AND GRADE	8,455.05	0.00	0.00	0.00	0.00	0.00%	8,455.05	0.00
804	ASPHALT OVERLAY 1"	29,440.20	0.00	0.00	0.00	0.00	0.00%	29,440.20	0.00
806	ASPHALT 1.50"	22,238.40	0.00	0.00	0.00	0.00	0.00%	22,238.40	0.00
808	1" MILL EXISTING	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
810	LIMEROCK 12"	39,720.80	0.00	0.00	0.00	0.00	0.00%	39,720.80	0.00
812	COMPACTED BASE 12"	3,842.00	0.00	0.00	0.00	0.00	0.00%	3,842.00	0.00
814	STABILIZER 6" CURB	906.00	0.00	0.00	0.00	0.00	0.00%	906.00	0.00
816	STABILIZED SHOULDER	5,285.50	0.00	0.00	0.00	0.00	0.00%	5,285.50	0.00
818	TYPE F CURB	12,348.70	0.00	0.00	0.00	0.00	0.00%	12,348.70	0.00
820	6" CONCRETE DRIVE	3,281.25	0.00	0.00	0.00	0.00	0.00%	3,281.25	0.00
822	4' SIDEWALK 4" THICK	3,745.95	0.00	0.00	0.00	0.00	0.00%	3,745.95	0.00
824	6' SIDEWALK 4" THICK	8,334.50	0.00	0.00	0.00	0.00	0.00%	8,334.50	0.00
826	R/W GRADING	637.50	0.00	0.00	0.00	0.00	0.00%	637.50	0.00
828	R/W SOD	2,388.50	0.00	0.00	0.00	0.00	0.00%	2,388.50	0.00
830	SIGNS-PAVEMENT MARKINGS	8,709.60	0.00	0.00	0.00	0.00	0.00%	8,709.60	0.00
832	J-6 INLET (DOGHOUSE)	10,332.69	0.00	0.00	0.00	0.00	0.00%	10,332.69	0.00
834	8" PVC	4,501.80	1,009.80	0.00	0.00	1,009.80	22.43%	3,492.00	100.98
836	TEST WATER LINES	112.20	0.00	0.00	0.00	0.00	0.00%	112.20	0.00
838	OPEN CUT/ REPAIR	6,252.80	0.00	0.00	0.00	0.00	0.00%	6,252.80	0.00
840	SAMPLE PDINTS	738.72	0.00	0.00	0.00	0.00	0.00%	738.72	0.00
842	GRAVITY WALL	65,456.65	0.00	0.00	0.00	0.00	0.00%	65,456.65	0.00
844	42" HANDRAIL	7,014.35	0.00	0.00	0.00	0.00	0.00%	7,014.35	0.00
846	DEWATERING OFFSITE	9,024.44	0.00	0.00	0.00	0.00	0.00%	9,024.44	0.00
848	MOT	50,883.19	0.00	0.00	0.00	0.00	0.00%	50,883.19	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 12/25/21

To: 12/25/21

Architect's Project No.:

Invoice # : 2127-2

Contract: 2127. One Thousand Oaks

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-79	8" PVC	-4,501.80	-1,009.80	0.00	0.00	-1,009.80	22.43%	-3,492.00	-100.98
CO#01-80	10" PVC	4,501.80	1,009.80	0.00	0.00	1,009.80	22.43%	3,492.00	100.98
	OFFSITE Totals	309,050.79	1,009.80	0.00	0.00	1,009.80	0.33%	308,040.99	100.98

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2127-3

To Owner: One Thousand Oaks, LLC
4900 Dundee Road

Project: 2127, One Thousand Oaks

Application No.: 3

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Winter Haven, FL 33884

Eagle Hammock

Period To: 1/25/2022

From Contractor: Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32773

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$4,807,745.97
2. Net Change By Change Order	\$167,197.39
3. Contract Sum To Date	\$4,974,943.36
4. Total Completed and Stored To Date	\$2,333,014.57
5. Retainage:	
a. 10.00% of Completed Work	\$222,919.38
b. 10.00% of Stored Material	\$10,382.20
Total Retainage	\$233,301.58
6. Total Earned Less Retainage	\$2,099,712.99
7. Less Previous Certificates For Payments	\$1,522,585.04
8. Current Payment Due	\$577,127.95
9. Balance To Finish, Plus Retainage	\$2,875,230.37

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Blue Ox Enterprises, LLC

By: C. De Date: 1/25/22 Due 2/25/22

State of: Florida County of: Seminole
Subscribed and sworn to before me this 25th day of Jan. 2022
Notary Public: [Signature]
My Commission expires: 4/2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 577,127.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$167,197.39	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$167,197.39	\$0.00
Net Changes By Change Order	\$167,197.39	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

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Application No. : 3

Application Date : 01/25/22

To: 01/25/22

Architect's Project No.:

Invoice # : 2127-3

Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
256	T.V. SANITARY LINES	15,428.16	0.00	0.00	0.00	0.00	0.00%	15,428.16	0.00
258	DROP CONNECTION	1,328.58	0.00	0.00	0.00	0.00	0.00%	1,328.58	0.00
260	WELL POINTS	95,452.00	95,452.00	0.00	0.00	95,452.00	100.00%	0.00	9,545.20
CO#01-01	8" PVC 0-6 SDR 26	338.25	159.72	80.44	0.00	240.16	71.00%	98.09	24.01
CO#01-02	8" PVC 6-8 SDR 26	2,443.92	1,086.10	1,357.82	0.00	2,443.92	100.00%	0.00	244.39
CO#01-03	8" PVC 8-10 SDR 26	-539.20	-212.96	-164.48	0.00	-377.44	70.00%	-161.76	-37.75
CO#01-04	8" PVC 10-12 SDR26	1,468.04	521.75	579.28	0.00	1,101.03	75.00%	367.01	110.11
CO#01-05	8" PVC 12-14 SDR 26	-1,412.86	-436.57	-128.57	0.00	-565.14	40.00%	-847.72	-56.52
CO#01-06	8" PVC 14-16 SDR 26	1,576.04	436.57	36.24	0.00	472.81	30.00%	1,103.23	47.28
CO#01-07	8" PVC 16-18 SDR 26	-6,219.51	-1,501.37	-4,096.19	0.00	-5,597.56	90.00%	-621.95	-559.76
CO#01-08	MANHOLE 6-8	4,724.21	2,519.96	172.84	0.00	2,692.80	57.00%	2,031.41	269.28
CO#01-09	MANHOLE 8-10	-5,367.69	-3,008.41	-2,359.28	0.00	-5,367.69	100.00%	0.00	-536.77
CO#01-10	MANHOLE 10-12	5,854.08	3,246.17	1,144.39	0.00	4,390.56	75.00%	1,463.52	439.06
CO#01-11	MANHOLE 12-14	-6,372.18	-3,733.44	-1,045.70	0.00	-4,779.14	75.00%	-1,593.04	-477.91
CO#01-12	SINGLE LATERAL	4,581.20	2,942.50	0.00	0.00	2,942.50	64.23%	1,638.70	294.25
CO#01-13	DOUBLE LATERAL	-2,089.36	-1,412.40	0.00	0.00	-1,412.40	67.60%	-676.96	-141.24
CO#01-14	LIFT STATION	8,614.36	5,713.60	316.45	0.00	6,030.05	70.00%	2,584.31	603.01
CO#01-15	CLEAN SANITARY LINES	9.00	0.00	0.00	0.00	0.00	0.00%	9.00	0.00
CO#01-16	TEST SANITARY LINES	7.20	0.00	0.00	0.00	0.00	0.00%	7.20	0.00
CO#01-17	TV SANITARY LINES	9.90	0.00	0.00	0.00	0.00	0.00%	9.90	0.00
	SANITARY Totals	1,058,862.56	474,584.56	252,469.91	0.00	727,054.47	68.66%	331,808.09	72,705.48
Bill Group:	3 STORM								
302	15" HDPE	12,381.60	6,179.25	11.55	0.00	6,190.80	50.00%	6,190.80	619.09
304	18" HDPE	40,800.60	22,139.38	0.00	0.00	22,139.38	54.26%	18,661.22	2,213.94
306	24" HDPE	138,193.80	89,981.66	0.00	0.00	89,981.66	65.11%	48,212.14	8,998.17
308	30" HDPE	90,959.40	63,028.35	14,287.14	0.00	77,315.49	85.00%	13,643.91	7,731.55
310	36" HDPE	39,500.00	27,953.75	6,016.25	0.00	33,970.00	86.00%	5,530.00	3,397.01
312	14" X 23" ERCP	3,619.84	0.00	3,619.84	0.00	3,619.84	100.00%	0.00	361.98
314	19" X 30" ERCP	1,911.12	0.00	1,911.12	0.00	1,911.12	100.00%	0.00	191.11
316	STORM MANHOLE	17,043.60	9,915.05	7,128.55	0.00	17,043.60	100.00%	0.00	1,704.37
318	J MANHOLE	8,100.90	5,065.81	3,035.09	0.00	8,100.90	100.00%	0.00	810.09

	1
Retainage	
	154.57
	259.79
	885.36
	1,093.28
	555.07
	3,349.45
	6,816.21
	1,020.01
	996.15
	293.24
	3,221.49
	0.00
	0.00
	3,552.50
	148.98
	1,253.9
	408.5
	250.5
	-412.5
	-129.2
	254.8
	284.0
	86.6
	-88.5
	147.9
	685.8
	-786.4
	711.5
	353.5
	0.0
	0.0
	318.5
	51,692.9

CONTINUATION SHEET

Page 6 of 9

Application and Certification for Payment, containing Contractor's signed certification is attached.

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Application Date : 01/25/22

To: 01/25/22

Architect's Project No.:

Invoice # : 2127-3

Contract : 2127. One Thousand Oaks

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			From Previous Application (D+E)	This Period In Place					
Bill Group:	4 WATER								
402	4" PVC	20,465.50	7,718.18	0.00	0.00	7,718.18	37.71%	12,747.32	771.82
404	6" PVC	42,479.50	22,371.24	0.00	0.00	22,371.24	52.66%	20,108.26	2,231.12
406	8" PVC	122,371.60	78,427.80	0.00	0.00	78,427.80	64.09%	43,943.80	7,842.78
408	WM SINGLE SERVICE	23,483.98	0.00	0.00	12,078.37	12,078.37	51.43%	11,405.61	1,207.84
410	WM DOUBLE SERVICE	133,474.17	0.00	0.00	88,124.34	88,124.34	66.02%	45,349.83	8,812.43
412	WATER FITTINGS	39,421.51	33,044.64	0.00	0.00	33,044.64	83.82%	6,376.87	3,304.46
414	4" GATE VALVE	5,013.45	3,531.00	0.00	0.00	3,531.00	70.43%	1,482.45	353.10
416	6" GATE VALVE	5,064.44	3,648.70	0.00	0.00	3,648.70	72.05%	1,415.74	364.87
418	8" GATE VALVE	23,567.74	18,125.80	0.00	0.00	18,125.80	76.91%	5,441.94	1,812.58
420	FIRE HYDRANT	47,253.69	34,692.08	0.00	0.00	34,692.08	73.42%	12,561.61	3,469.21
422	2" BLOW OFF	2,685.96	1,677.23	0.00	0.00	1,677.23	62.44%	1,008.73	167.72
424	2" JUMPER	2,286.50	1,918.51	0.00	0.00	1,918.51	83.91%	367.99	191.85
426	10" X 8" WET TAP	5,023.01	3,119.05	0.00	0.00	3,119.05	62.10%	1,903.96	311.91
428	TEST WATER LINES	15,848.25	0.00	0.00	0.00	0.00	0.00%	15,848.25	0.00
430	SAMPLE POINTS	8,864.40	0.00	0.00	0.00	0.00	0.00%	8,864.40	0.00
CO#01-36	12" PVC	2,292.00	1,260.60	0.00	0.00	1,260.60	55.00%	1,031.40	126.06
CO#01-37	4" PVC	-2,751.10	-1,037.30	0.00	0.00	-1,037.30	37.70%	-1,713.80	-103.73
CO#01-38	6" PVC	556.50	293.04	0.00	0.00	293.04	52.66%	263.46	29.30
CO#01-39	8" PVC	-31,512.00	-20,196.00	0.00	0.00	-20,196.00	64.09%	-11,316.00	-2,019.60
CO#01-40	10" PVC	55,968.00	30,782.40	0.00	0.00	30,782.40	55.00%	25,185.60	3,078.24
CO#01-41	WATER FITTINGS	6,611.35	3,636.24	0.00	0.00	3,636.24	55.00%	2,975.11	363.62
CO#01-42	4" GATE VALVE	-2,005.38	-1,412.40	0.00	0.00	-1,412.40	70.43%	-592.98	-141.24
CO#01-43	8" GATE VALVE	-3,366.82	-2,589.40	0.00	0.00	-2,589.40	76.91%	-777.42	-258.94
CO#01-44	10" GATE VALVE	5,549.62	3,052.29	0.00	0.00	3,052.29	55.00%	2,497.33	305.23
CO#01-45	FIRE HYDRANT	5,250.41	3,854.68	0.00	0.00	3,854.68	73.42%	1,395.73	385.47
CO#01-46	2" BLOW OFF	-1,790.64	-1,118.15	0.00	0.00	-1,118.15	62.44%	-672.49	-111.82
CO#01-47	10" X 8" WET TAP	-5,023.01	-3,119.05	0.00	0.00	-3,119.05	62.10%	-1,903.96	-311.91
CO#01-48	10" WET TAP	7,029.58	3,866.27	0.00	0.00	3,866.27	55.00%	3,163.31	386.63
CO#01-49	TEST WATER LINES	46.75	0.00	0.00	0.00	0.00	0.00%	46.75	0.00
	WATER Totals	534,158.96	225,547.45	0.00	100,202.71	325,750.16	60.98%	208,408.80	32,575.00

CONTINUATION SHEET

Page 7 of 9

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3

Application Date : 01/25/22

To: 01/25/22

Architect's Project No.:

Invoice # : 2127-3

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	6 PAVING								
602	ASPHALT 1.25"	180,090.00	0.00	0.00	0.00	0.00	0.00%	180,090.00	0.00
604	6" CONCRETE PAVING	12,512.50	0.00	0.00	0.00	0.00	0.00%	12,512.50	0.00
606	CRUSHED CONCRETE 6"	365,562.00	0.00	0.00	0.00	0.00	0.00%	365,562.00	0.00
608	STABILIZER 12"	149,202.30	0.00	0.00	0.00	0.00	0.00%	149,202.30	0.00
610	TYPE F CURB	5,907.60	0.00	0.00	0.00	0.00	0.00%	5,907.60	0.00
612	MEDIAN CURB	5,977.20	0.00	0.00	0.00	0.00	0.00%	5,977.20	0.00
614	MIAMI CURB	223,884.60	0.00	0.00	0.00	0.00	0.00%	223,884.60	0.00
616	4' SIDEWALK 6" THICK	1,920.00	0.00	0.00	0.00	0.00	0.00%	1,920.00	0.00
618	4' SIDEWALK 4" THICK	36,432.00	0.00	0.00	0.00	0.00	0.00%	36,432.00	0.00
620	5' WHEEL CHAIR RAMP	18,768.40	0.00	0.00	0.00	0.00	0.00%	18,768.40	0.00
622	SIGNS-PAVEMENT MARKINGS	17,070.60	0.00	0.00	0.00	0.00	0.00%	17,070.60	0.00
CO#01-50	ASPHALT 1.25"	2,697.00	0.00	0.00	0.00	0.00	0.00%	2,697.00	0.00
CO#01-51	CRUSHED CONCRETE 6"	5,474.60	0.00	0.00	0.00	0.00	0.00%	5,474.60	0.00
CO#01-52	STABILIZER 12"	1,770.10	0.00	0.00	0.00	0.00	0.00%	1,770.10	0.00
CO#01-53	D CURB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO#01-63	D CURB	296.40	0.00	0.00	0.00	0.00	0.00%	296.40	0.00
CO#01-64	4' SIDEWALK 6" THICK	672.00	0.00	0.00	0.00	0.00	0.00%	672.00	0.00
CO#01-65	5' SIDEWALK REC AREA-POND	26,672.10	0.00	0.00	0.00	0.00	0.00%	26,672.10	0.00
CO#01-66	54" MONOLITHIC SIDEWALK	5,020.65	0.00	0.00	0.00	0.00	0.00%	5,020.65	0.00
CO#01-67	8' SIDEWALK 4" THICK	378.75	0.00	0.00	0.00	0.00	0.00%	378.75	0.00
CO#01-68	MAIL KIOSK PAD	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
CO#01-69	5' WHELL CHAIR RAMPS	1,340.60	0.00	0.00	0.00	0.00	0.00%	1,340.60	0.00
	PAVING Totals	1,064,099.40	0.00	0.00	0.00	0.00	0.00%	1,064,099.40	0.00
Bill Group:	7 MISC								
702	SURVEY	28,275.00	7,068.75	2,827.50	0.00	9,896.25	35.00%	18,378.75	989.63
704	ASBUILTS	9,930.88	0.00	1,986.18	0.00	1,986.18	20.00%	7,944.70	198.62
706	MOBILIZATION	19,438.50	12,635.03	0.00	0.00	12,635.03	65.00%	6,803.47	1,263.51
708	GEOTECH TESTING	45,600.00	4,560.00	11,400.00	0.00	15,960.00	35.00%	29,640.00	1,596.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 01/25/22
To: 01/25/22
Architect's Project No.:

Invoice # : 2127-3 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
710	LOT TESTING	39,450.00	0.00	0.00	0.00	0.00	0.00%	39,450.00	0.00
712	ENVIRONMENTAL	2,800.45	2,800.45	0.00	0.00	2,800.45	100.00%	0.00	280.05
714	S.W.P.P.P.	3,600.00	720.00	540.00	0.00	1,260.00	35.00%	2,340.00	126.00
716	R/W PERMIT	6,310.86	0.00	0.00	0.00	0.00	0.00%	6,310.86	0.00
718	RIP RAP	20,220.80	0.00	4,044.16	0.00	4,044.16	20.00%	16,176.64	404.42
	MISC Totals	175,626.49	27,784.23	20,797.84	0.00	48,582.07	27.66%	127,044.42	4,858.23
Bill Group:	8 OFFSITE								
802	EXCAVATE AND GRADE	8,455.05	0.00	0.00	0.00	0.00	0.00%	8,455.05	0.00
804	ASPHALT OVERLAY 1"	29,440.20	0.00	0.00	0.00	0.00	0.00%	29,440.20	0.00
806	ASPHALT 1.50"	22,238.40	0.00	0.00	0.00	0.00	0.00%	22,238.40	0.00
808	1" MILL EXISTING	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
810	LIMEROCK 12"	39,720.80	0.00	0.00	0.00	0.00	0.00%	39,720.80	0.00
812	COMPACTED BASE 12"	3,842.00	0.00	0.00	0.00	0.00	0.00%	3,842.00	0.00
814	STABILIZER6" CURB	906.00	0.00	0.00	0.00	0.00	0.00%	906.00	0.00
816	STABILIZED SHOULDER	5,285.50	0.00	0.00	0.00	0.00	0.00%	5,285.50	0.00
818	TYPE F CURB	12,348.70	0.00	0.00	0.00	0.00	0.00%	12,348.70	0.00
820	6" CONCRETE DRIVE	3,281.25	0.00	0.00	0.00	0.00	0.00%	3,281.25	0.00
822	4' SIDEWALK 4" THICK	3,745.95	0.00	0.00	0.00	0.00	0.00%	3,745.95	0.00
824	6' SIDEWALK 4" THICK	8,334.50	0.00	0.00	0.00	0.00	0.00%	8,334.50	0.00
826	R/W GRADING	637.50	0.00	0.00	0.00	0.00	0.00%	637.50	0.00
828	R/W SOD	2,388.50	0.00	0.00	0.00	0.00	0.00%	2,388.50	0.00
830	SIGNS-PAVEMENT MARKINGS	8,709.60	0.00	0.00	0.00	0.00	0.00%	8,709.60	0.00
832	J-6 INLET (DOGHOUSE)	10,332.69	0.00	0.00	3,619.28	3,619.28	35.03%	6,713.41	361.93
834	8" PVC	4,501.80	1,009.80	0.00	0.00	1,009.80	22.43%	3,492.00	100.98
836	TEST WATER LINES	112.20	0.00	0.00	0.00	0.00	0.00%	112.20	0.00
838	OPEN CUT/ REPAIR	6,252.80	0.00	0.00	0.00	0.00	0.00%	6,252.80	0.00
840	SAMPLE POINTS	738.72	0.00	0.00	0.00	0.00	0.00%	738.72	0.00
842	GRAVITY WALL	65,456.65	0.00	0.00	0.00	0.00	0.00%	65,456.65	0.00
844	42" HANDRAIL	7,014.35	0.00	0.00	0.00	0.00	0.00%	7,014.35	0.00
846	DEWATERING OFFSITE	9,024.44	0.00	0.00	0.00	0.00	0.00%	9,024.44	0.00
848	MOT	50,883.19	0.00	0.00	0.00	0.00	0.00%	50,883.19	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2127-4

To Owner: One Thousand Oaks, LLC
4900 Dundee Road

Project: 2127. One Thousand Oaks

Application No.: 4

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Winter Haven, FL 33884

Eagle Hammock

Period To: 2/25/2022

From Contractor: Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32773

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

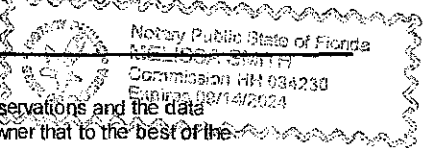
1. Original Contract Sum	\$4,807,745.97
2. Net Change By Change Order	\$167,197.39
3. Contract Sum To Date	\$4,974,943.36
4. Total Completed and Stored To Date	\$3,217,463.82
5. Retainage:	
a. 10.00% of Completed Work	\$321,746.52
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$321,746.52
6. Total Earned Less Retainage	\$2,895,717.30
7. Less Previous Certificates For Payments	\$2,099,712.99
8. Current Payment Due	\$796,004.31
9. Balance To Finish, Plus Retainage	\$2,079,226.06

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Blue Ox Enterprises, LLC

By: [Signature] Date: 2/28/22 0/28/22

State of: Florida County of: Seminole
Subscribed and sworn to before me this 28th day of Feb, 2022
Notary Public: [Signature]
My Commission expires: 08/14/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 796,004.31

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature]

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$167,197.39	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$167,197.39	\$0.00
Net Changes By Change Order	\$167,197.39	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4
Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice #: 2127-4 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	1 EARTHWORK								
102	INLET PROTECTION	6,360.50	0.00	3,180.25	0.00	3,180.25	50.00%	3,180.25	318.03
104	SILT FENCE	6,762.80	6,762.80	0.00	0.00	6,762.80	100.00%	0.00	676.28
106	DOUBLE SILT FENCE	11,583.00	11,583.00	0.00	0.00	11,583.00	100.00%	0.00	1,158.30
108	CLEARING - BURN ON SITE	31,330.86	31,330.86	0.00	0.00	31,330.86	100.00%	0.00	3,133.09
110	MOW AND DISK	16,255.68	16,255.68	0.00	0.00	16,255.68	100.00%	0.00	1,625.57
112	STRIPPINGS	7,482.05	7,482.05	0.00	0.00	7,482.05	100.00%	0.00	748.20
114	EXCAVATION	358,972.80	305,126.88	53,845.92	0.00	358,972.80	100.00%	0.00	35,897.28
116	EMBANKMENT	114,048.65	96,941.35	17,107.30	0.00	114,048.65	100.00%	0.00	11,404.86
118	POND GRADING	18,662.95	0.00	18,662.95	0.00	18,662.95	100.00%	0.00	1,866.30
120	SWALE GRADING	1,744.60	0.00	1,744.60	0.00	1,744.60	100.00%	0.00	174.46
122	PAD GRADING	44,707.37	0.00	44,707.37	0.00	44,707.37	100.00%	0.00	4,470.74
124	R/W GRADING	11,506.30	0.00	6,903.78	0.00	6,903.78	60.00%	4,602.52	690.38
126	SLOPE GRADING	7,168.25	0.00	7,168.25	0.00	7,168.25	100.00%	0.00	716.83
128	POND SOD	85,971.95	25,791.59	0.00	0.00	25,791.59	30.00%	60,180.36	2,579.16
130	SWALE SOD	8,036.60	0.00	0.00	0.00	0.00	0.00%	8,036.60	0.00
132	R/W SOD	5,634.05	0.00	0.00	0.00	0.00	0.00%	5,634.05	0.00
134	SEED & MULCH	44,280.00	0.00	0.00	0.00	0.00	0.00%	44,280.00	0.00
136	STRIP SOD	17,604.65	0.00	0.00	0.00	0.00	0.00%	17,604.65	0.00
138	SLOPE SOD	38,005.25	0.00	0.00	0.00	0.00	0.00%	38,005.25	0.00
140	DEMO FENCE	7,259.20	7,259.20	0.00	0.00	7,259.20	100.00%	0.00	725.92
142	DEMO EX PAVING	3,432.20	0.00	3,432.20	0.00	3,432.20	100.00%	0.00	343.22
144	GRAVITY WALL	48,090.60	0.00	9,618.12	0.00	9,618.12	20.00%	38,472.48	961.81
146	6" VINYL FENCE	2,907.00	0.00	0.00	0.00	0.00	0.00%	2,907.00	0.00
148	DEWATERING	173,598.93	173,598.93	0.00	0.00	173,598.93	100.00%	0.00	17,359.89
CO#01-70	EXCAVATION	1,296.00	1,296.00	0.00	0.00	1,296.00	100.00%	0.00	129.60
CO#01-71	EMBANKMENT	411.75	411.75	0.00	0.00	411.75	100.00%	0.00	41.18
CO#01-72	POND GRADING	183.00	183.00	0.00	0.00	183.00	100.00%	0.00	18.30
CO#01-73	SLOPE GRADING	172.25	172.25	0.00	0.00	172.25	100.00%	0.00	17.23
CO#01-74	POND SOD	843.00	0.00	0.00	0.00	0.00	0.00%	843.00	0.00
CO#01-75	SLOPE SOD	913.25	0.00	0.00	0.00	0.00	0.00%	913.25	0.00
CO#01-76	REC AREA SOD	2,037.25	0.00	0.00	0.00	0.00	0.00%	2,037.25	0.00

CONTINUATION SHEET

Application and Certification for Payment containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4
Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice # : 2127-4 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-77	DEMO EXISTING STRUCTURES	16,874.40	16,874.40	0.00	0.00	16,874.40	100.00%	0.00	1,687.44
CO#01-78	DEWATERING	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	900.00
	EARTHWORK Totals	1,103,137.14	710,069.74	166,370.74	0.00	876,440.48	79.45%	226,696.66	87,644.07
Bill Group: 2 SANITARY									
162085 202	8" PVC 0-6 SDR 26	43,115.60	30,612.08	12,503.52	0.00	43,115.60	100.00%	0.00	4,311.56
204	8" PVC 6-8 SDR 26	31,842.84	31,842.84	0.00	0.00	31,842.84	100.00%	0.00	3,184.29
206	8" PVC 8-10 SDR 26	38,337.12	26,835.98	11,501.14	0.00	38,337.12	100.00%	0.00	3,833.71
208	8" PVC 10-12 SDR 26	36,071.84	27,053.88	9,017.96	0.00	36,071.84	100.00%	0.00	3,607.19
210	8" PVC 12-14 SDR 26	38,285.06	15,314.02	22,971.04	0.00	38,285.06	100.00%	0.00	3,828.50
212	8" PVC 14-16 SDR 26	20,988.24	6,296.47	14,691.77	0.00	20,988.24	100.00%	0.00	2,098.83
214	8" PVC 14-16 DR 18	3,589.60	1,076.88	2,512.72	0.00	3,589.60	100.00%	0.00	358.95
216	8" PVC 16-18 SDR 26	8,292.68	7,463.41	829.27	0.00	8,292.68	100.00%	0.00	829.27
218	MANHOLE 0-6	50,162.76	28,592.77	21,569.99	0.00	50,162.76	100.00%	0.00	5,016.28
220	MANHOLE 6-8	9,448.42	9,448.42	0.00	0.00	9,448.42	100.00%	0.00	944.84
222	MANHOLE 8-10	37,573.83	28,180.37	9,393.46	0.00	37,573.83	100.00%	0.00	3,757.39
224	MANHOLE 10-12	5,854.08	4,390.56	1,463.52	0.00	5,854.08	100.00%	0.00	585.41
226	MANHOLE 12-14	25,488.72	20,390.98	5,097.74	0.00	25,488.72	100.00%	0.00	2,548.87
228	MANHOLE 14-16	13,736.42	9,752.86	3,983.56	0.00	13,736.42	100.00%	0.00	1,373.65
230	MANHOLE 16-18	11,651.76	10,486.58	1,165.18	0.00	11,651.76	100.00%	0.00	1,165.18
232	MANHOLE LINED 12-14	18,019.93	17,118.93	901.00	0.00	18,019.93	100.00%	0.00	1,802.00
234	SINGLE LATERAL	27,488.40	17,655.00	9,833.40	0.00	27,488.40	100.00%	0.00	2,748.84
236	DOUBLE LATERAL	122,227.56	82,625.40	39,602.16	0.00	122,227.56	100.00%	0.00	12,222.76
238	6" PVC FORCEMAN	35,987.00	18,837.89	17,149.11	0.00	35,987.00	100.00%	0.00	3,598.70
240	6" PLUG VALVE	1,305.87	882.75	423.12	0.00	1,305.87	100.00%	0.00	130.59
242	FORCEMAIN FITTINGS	14,365.44	12,458.55	1,906.89	0.00	14,365.44	100.00%	0.00	1,436.55
244	10" x 6" WET TAP	4,259.37	2,330.46	1,928.91	0.00	4,259.37	100.00%	0.00	425.94
246	LIFT STATION	307,526.19	215,268.33	0.00	0.00	215,268.33	70.00%	92,257.86	21,526.83
248	AIR RELEASE VALVE	5,370.01	4,472.60	897.41	0.00	5,370.01	100.00%	0.00	537.00
250	CLEAN SANITARY LINES	14,025.60	0.00	0.00	0.00	0.00	0.00%	14,025.60	0.00
252	TEST SANITARY LINES	11,220.48	0.00	0.00	0.00	0.00	0.00%	11,220.48	0.00
254	TEST FORCEMAIN LINES	2,793.60	0.00	0.00	0.00	0.00	0.00%	2,793.60	0.00

CONTINUATION SHEET

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4
Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice #: 2127-4 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
162085 256	T.V. SANITARY LINES	15,428.16	0.00	0.00	0.00	0.00	0.00%	15,428.16	0.00
258	DROP CONNECTION	1,328.58	0.00	1,328.58	0.00	1,328.58	100.00%	0.00	132.86
260	WELL POINTS	95,452.00	95,452.00	0.00	0.00	95,452.00	100.00%	0.00	9,545.20
CO#01-01	8" PVC 0-6 SDR 26	338.25	240.16	98.09	0.00	338.25	100.00%	0.00	33.82
CO#01-02	8" PVC 6-8 SDR 26	2,443.92	2,443.92	0.00	0.00	2,443.92	100.00%	0.00	244.39
CO#01-03	8" PVC 8-10 SDR 26	-539.20	-377.44	-161.76	0.00	-539.20	100.00%	0.00	-53.93
CO#01-04	8" PVC 10-12 SDR26	1,468.04	1,101.03	367.01	0.00	1,468.04	100.00%	0.00	146.81
CO#01-05	8" PVC 12-14 SDR 26	-1,412.86	-565.14	-847.72	0.00	-1,412.86	100.00%	0.00	-141.29
CO#01-06	8" PVC 14-16 SDR 28	1,576.04	472.81	1,103.23	0.00	1,576.04	100.00%	0.00	157.60
CO#01-07	8" PVC 16-18 SDR 28	-6,219.51	-5,597.56	-621.95	0.00	-6,219.51	100.00%	0.00	-621.96
CO#01-08	MANHOLE 6-8	4,724.21	2,692.80	2,031.41	0.00	4,724.21	100.00%	0.00	472.42
CO#01-09	MANHOLE 8-10	-5,367.69	-5,367.69	0.00	0.00	-5,367.69	100.00%	0.00	-536.77
CO#01-10	MANHOLE 10-12	5,854.08	4,390.56	1,463.52	0.00	5,854.08	100.00%	0.00	585.41
CO#01-11	MANHOLE 12-14	-6,372.18	-4,779.14	-1,593.04	0.00	-6,372.18	100.00%	0.00	-637.21
CO#01-12	SINGLE LATERAL	4,581.20	2,942.50	1,638.70	0.00	4,581.20	100.00%	0.00	458.12
CO#01-13	DOUBLE LATERAL	-2,089.36	-1,412.40	-676.96	0.00	-2,089.36	100.00%	0.00	-208.94
CO#01-14	LIFT STATION	8,614.36	6,030.05	0.00	0.00	6,030.05	70.00%	2,584.31	603.01
CO#01-15	CLEAN SANITARY LINES	9.00	0.00	0.00	0.00	0.00	0.00%	9.00	0.00
CO#01-16	TEST SANITARY LINES	7.20	0.00	0.00	0.00	0.00	0.00%	7.20	0.00
CO#01-17	TV SANITARY LINES	9.90	0.00	0.00	0.00	0.00	0.00%	9.90	0.00
SANITARY Totals		1,058,862.56	727,054.47	193,471.98	0.00	920,526.45	86.94%	138,336.11	92,052.67
Bill Group: 162086	3 STORM								
302	15" HDPE	12,381.60	6,190.80	6,190.80	0.00	12,381.60	100.00%	0.00	1,238.17
304	18" HDPE	40,800.60	22,139.38	18,661.22	0.00	40,800.60	100.00%	0.00	4,080.06
306	24" HDPE	138,193.80	89,981.66	48,212.14	0.00	138,193.80	100.00%	0.00	13,819.38
308	30" HDPE	90,959.40	77,315.49	13,643.91	0.00	90,959.40	100.00%	0.00	9,095.94
310	36" HDPE	39,500.00	33,970.00	5,530.00	0.00	39,500.00	100.00%	0.00	3,950.01
312	14" X 23" ERCP	3,619.84	3,619.84	0.00	0.00	3,619.84	100.00%	0.00	361.98
314	19" X 30" ERCP	1,911.12	1,911.12	0.00	0.00	1,911.12	100.00%	0.00	191.11
316	STORM MANHOLE	17,043.60	17,043.60	0.00	0.00	17,043.60	100.00%	0.00	1,704.37
318	J MANHOLE	8,100.90	8,100.90	0.00	0.00	8,100.90	100.00%	0.00	810.09

CONTINUATION SHEET

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Application No. : 4
Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice #: 2127-4 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
320	15" MES	1,545.72	1,545.72	0.00	0.00	1,545.72	100.00%	0.00	154.57
322	18" MES	2,597.85	2,597.85	0.00	0.00	2,597.85	100.00%	0.00	259.79
324	24" MES	11,066.90	8,853.52	2,213.38	0.00	11,066.90	100.00%	0.00	1,106.70
326	30" MES	10,932.70	10,932.70	0.00	0.00	10,932.70	100.00%	0.00	1,093.28
328	36" MES	5,356.62	5,356.62	0.00	0.00	5,356.62	100.00%	0.00	535.67
330	P-5 INLET	55,824.02	33,494.41	2,791.20	0.00	36,285.61	65.00%	19,538.41	3,628.57
332	P-6 INLET	113,603.62	68,162.17	5,680.18	0.00	73,842.35	65.00%	39,761.27	7,384.23
334	J-6 INLET	11,086.96	10,200.00	886.96	0.00	11,086.96	100.00%	0.00	1,108.71
336	TYPE C INLET	14,230.79	9,961.55	4,269.24	0.00	14,230.79	100.00%	0.00	1,423.07
338	TYPE D INLET	2,932.39	2,932.39	0.00	0.00	2,932.39	100.00%	0.00	293.24
340	D CONTROL STRUCTURE	37,899.84	32,214.86	5,684.98	0.00	37,899.84	100.00%	0.00	3,789.99
342	CLEAN STORM	17,211.36	0.00	0.00	0.00	0.00	0.00%	17,211.36	0.00
344	STORM INSPECTION	13,469.76	0.00	0.00	0.00	0.00	0.00%	13,469.76	0.00
346	WELL POINTS	35,525.00	35,525.00	0.00	0.00	35,525.00	100.00%	0.00	3,552.50
CO#01-18	18" RCP	2,292.08	1,489.85	802.23	0.00	2,292.08	100.00%	0.00	229.20
CO#01-19	24" RCP	16,075.76	12,539.09	3,536.67	0.00	16,075.76	100.00%	0.00	1,607.58
CO#01-20	15" HDPE	5,306.40	4,085.93	1,220.47	0.00	5,306.40	100.00%	0.00	530.64
CO#01-21	18" HDPE	5,010.60	2,505.30	2,505.30	0.00	5,010.60	100.00%	0.00	501.06
CO#01-22	24" HDPE	-4,971.00	-4,125.93	-845.07	0.00	-4,971.00	100.00%	0.00	-497.10
CO#01-23	14" X 23" ERCP	-1,292.80	-1,292.80	0.00	0.00	-1,292.80	100.00%	0.00	-129.28
CO#01-24	19" X 30" ERCP	2,548.16	2,548.16	0.00	0.00	2,548.16	100.00%	0.00	254.82
CO#01-25	STORM MANHOLE	2,840.60	2,840.60	0.00	0.00	2,840.60	100.00%	0.00	284.06
CO#01-26	18" MES	865.95	865.95	0.00	0.00	865.95	100.00%	0.00	86.60
CO#01-27	24" MES	-1,106.69	-885.35	-221.34	0.00	-1,106.69	100.00%	0.00	-110.67
CO#01-28	19X30 MES	1,479.05	1,479.05	0.00	0.00	1,479.05	100.00%	0.00	147.91
CO#01-29	P-5 INLET	7,974.86	6,858.38	1,116.48	0.00	7,974.86	100.00%	0.00	797.49
CO#01-30	P-6 INLET	-13,108.11	-7,864.87	-5,243.24	0.00	-13,108.11	100.00%	0.00	-1,310.81
CO#01-31	TYPE C INLET	10,164.85	7,115.40	3,049.45	0.00	10,164.85	100.00%	0.00	1,016.49
CO#01-32	TYPE V INLET	4,174.04	3,535.71	638.33	0.00	4,174.04	100.00%	0.00	417.40
CO#01-33	CLEAN STORM	1,556.64	0.00	0.00	0.00	0.00	0.00%	1,556.64	0.00
CO#01-34	STORM INSPECTION	1,218.24	0.00	0.00	0.00	0.00	0.00%	1,218.24	0.00
CO#01-35	WELL POINTS	3,185.00	3,185.00	0.00	0.00	3,185.00	100.00%	0.00	318.50
STORM Totals		730,008.02	516,929.05	120,323.29	0.00	637,252.34	87.29%	92,755.68	63,725.32

CONTINUATION SHEET

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Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice #: 2127-4 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)							
Bill Group: 4 WATER										
402	4" PVC	20,465.50	7,718.18	12,747.32	0.00	20,465.50	100.00%	0.00	2,046.55	
404	6" PVC	42,479.50	22,371.24	20,108.26	0.00	42,479.50	100.00%	0.00	4,247.95	
406	8" PVC	122,371.60	78,427.80	43,943.80	0.00	122,371.60	100.00%	0.00	12,237.16	
408	WM SINGLE SERVICE	23,483.98	12,078.37	11,405.61	0.00	23,483.98	100.00%	0.00	2,348.40	
410	WM DOUBLE SERVICE	133,474.17	88,124.34	45,349.83	0.00	133,474.17	100.00%	0.00	13,347.41	
412	WATER FITTINGS	39,421.51	33,044.64	6,376.87	0.00	39,421.51	100.00%	0.00	3,942.15	
414	4" GATE VALVE	5,013.45	3,531.00	1,482.45	0.00	5,013.45	100.00%	0.00	501.35	
416	6" GATE VALVE	5,064.44	3,648.70	1,415.74	0.00	5,064.44	100.00%	0.00	506.44	
418	8" GATE VALVE	23,567.74	18,125.80	5,441.94	0.00	23,567.74	100.00%	0.00	2,356.77	
420	FIRE HYDRANT	47,253.69	34,692.08	12,561.61	0.00	47,253.69	100.00%	0.00	4,725.37	
422	2" BLOW OFF	2,685.96	1,677.23	1,008.73	0.00	2,685.96	100.00%	0.00	268.59	
424	2" JUMPER	2,286.50	1,918.51	367.99	0.00	2,286.50	100.00%	0.00	228.65	
426	10" X 8" WET TAP	5,023.01	3,119.05	1,903.96	0.00	5,023.01	100.00%	0.00	502.31	
428	TEST WATER LINES	15,848.25	0.00	0.00	0.00	0.00	0.00%	15,848.25	0.00	
430	SAMPLE POINTS	8,864.40	0.00	0.00	0.00	0.00	0.00%	8,864.40	0.00	
CO#01-36	12" PVC	2,292.00	1,260.60	1,031.40	0.00	2,292.00	100.00%	0.00	229.20	
CO#01-37	4" PVC	-2,751.10	-1,037.30	-1,713.80	0.00	-2,751.10	100.00%	0.00	-275.11	
CO#01-38	6" PVC	556.50	293.04	263.46	0.00	556.50	100.00%	0.00	55.65	
CO#01-39	8" PVC	-31,512.00	-20,196.00	-11,316.00	0.00	-31,512.00	100.00%	0.00	-3,151.20	
CO#01-40	10" PVC	55,968.00	30,782.40	25,185.60	0.00	55,968.00	100.00%	0.00	5,596.80	
CO#01-41	WATER FITTINGS	6,611.35	3,636.24	2,975.11	0.00	6,611.35	100.00%	0.00	661.13	
CO#01-42	4" GATE VALVE	-2,005.38	-1,412.40	-592.98	0.00	-2,005.38	100.00%	0.00	-200.54	
CO#01-43	8" GATE VALVE	-3,366.82	-2,589.40	-777.42	0.00	-3,366.82	100.00%	0.00	-336.68	
CO#01-44	10" GATE VALVE	5,549.62	3,052.29	2,497.33	0.00	5,549.62	100.00%	0.00	554.96	
CO#01-45	FIRE HYDRANT	5,250.41	3,854.68	1,395.73	0.00	5,250.41	100.00%	0.00	525.04	
CO#01-46	2" BLOW OFF	-1,790.64	-1,118.15	-672.49	0.00	-1,790.64	100.00%	0.00	-179.07	
CO#01-47	10" X 8" WET TAP	-5,023.01	-3,119.05	-1,903.96	0.00	-5,023.01	100.00%	0.00	-502.31	
CO#01-48	10" WET TAP	7,029.58	3,866.27	3,163.31	0.00	7,029.58	100.00%	0.00	702.96	
CO#01-49	TEST WATER LINES	46.75	0.00	0.00	0.00	0.00	0.00%	46.75	0.00	
WATER Totals		534,158.96	325,750.16	183,649.40	0.00	509,399.56	95.36%	24,759.40	50,939.93	

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			From Previous Application (D+E)	This Period In Place					
Bill Group: 6 PAVING									
602	ASPHALT 1.25"	180,090.00	0.00	0.00	0.00	0.00	0.00%	180,090.00	0.00
604	6" CONCRETE PAVING	12,512.50	0.00	0.00	0.00	0.00	0.00%	12,512.50	0.00
606	CRUSHED CONCRETE 6"	365,562.00	0.00	0.00	0.00	0.00	0.00%	365,562.00	0.00
608	STABILIZER 12"	149,202.30	0.00	89,521.38	0.00	89,521.38	60.00%	59,680.92	8,952.14
610	TYPE F CURB	5,907.60	0.00	0.00	0.00	0.00	0.00%	5,907.60	0.00
612	MEDIAN CURB	5,977.20	0.00	0.00	0.00	0.00	0.00%	5,977.20	0.00
614	MIAMI CURB	223,884.60	0.00	67,165.38	0.00	67,165.38	30.00%	156,719.22	6,716.54
616	4' SIDEWALK 6" THICK	1,920.00	0.00	0.00	0.00	0.00	0.00%	1,920.00	0.00
618	4' SIDEWALK 4" THICK	36,432.00	0.00	0.00	0.00	0.00	0.00%	36,432.00	0.00
620	5' WHEEL CHAIR RAMP	18,768.40	0.00	0.00	0.00	0.00	0.00%	18,768.40	0.00
622	SIGNS-PAVEMENT MARKINGS	17,070.60	0.00	0.00	0.00	0.00	0.00%	17,070.60	0.00
CO#01-50	ASPHALT 1.25"	2,697.00	0.00	0.00	0.00	0.00	0.00%	2,697.00	0.00
CO#01-51	CRUSHED CONCRETE 6"	5,474.60	0.00	0.00	0.00	0.00	0.00%	5,474.60	0.00
CO#01-52	STABILIZER 12"	1,770.10	0.00	0.00	0.00	0.00	0.00%	1,770.10	0.00
CO#01-53	D CURB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO#01-63	D CURB	296.40	0.00	0.00	0.00	0.00	0.00%	296.40	0.00
CO#01-64	4' SIDEWALK 6" THICK	672.00	0.00	0.00	0.00	0.00	0.00%	672.00	0.00
CO#01-65	5' SIDEWALK REC AREA-POND	26,672.10	0.00	0.00	0.00	0.00	0.00%	26,672.10	0.00
CO#01-66	5'4" MONOLITHIC SIDEWALK	5,020.65	0.00	0.00	0.00	0.00	0.00%	5,020.65	0.00
CO#01-67	8' SIDEWALK 4" THICK	378.75	0.00	0.00	0.00	0.00	0.00%	378.75	0.00
CO#01-68	MAIL KIOSK PAD	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
CO#01-69	5' WHELL CHAIR RAMPS	1,340.60	0.00	0.00	0.00	0.00	0.00%	1,340.60	0.00
	PAVING Totals	1,064,099.40	0.00	156,686.76	0.00	156,686.76	14.72%	907,412.64	15,668.68
Bill Group: 7 MISC									
702	SURVEY	28,275.00	9,896.25	12,723.75	0.00	22,620.00	80.00%	5,655.00	2,262.01
704	ASBUILTS	9,930.88	1,986.18	5,958.52	0.00	7,944.70	80.00%	1,986.18	794.47
706	MOBILIZATION	19,438.50	12,635.03	2,915.77	0.00	15,550.80	80.00%	3,887.70	1,555.09
708	GEOTECH TESTING	45,600.00	15,960.00	20,520.00	0.00	36,480.00	80.00%	9,120.00	3,648.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4
Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice #: 2127-4 Contract : 2127. One Thousand Oaks

A item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
162100 710	LOT TESTING	39,450.00	0.00	7,890.00	0.00	7,890.00	20.00%	31,560.00	789.00
712	ENVIRONMENTAL	2,800.45	2,800.45	0.00	0.00	2,800.45	100.00%	0.00	280.05
714	S.W.P.P.P.	3,600.00	1,260.00	1,620.00	0.00	2,880.00	80.00%	720.00	288.00
716	R/W PERMIT	6,310.86	0.00	0.00	0.00	0.00	0.00%	6,310.86	0.00
718	RIP RAP	20,220.80	4,044.16	6,066.24	0.00	10,110.40	50.00%	10,110.40	1,011.04
	MISC Totals	175,626.49	48,582.07	57,694.28	0.00	106,276.35	60.51%	69,350.14	10,627.66
Bill Group:	8 OFFSITE								
802	EXCAVATE AND GRADE	8,455.05	0.00	0.00	0.00	0.00	0.00%	8,455.05	0.00
804	ASPHALT OVERLAY 1"	29,440.20	0.00	0.00	0.00	0.00	0.00%	29,440.20	0.00
806	ASPHALT 1.50"	22,238.40	0.00	0.00	0.00	0.00	0.00%	22,238.40	0.00
808	1" MILL EXISTING	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
810	LIMEROCK 12"	39,720.80	0.00	0.00	0.00	0.00	0.00%	39,720.80	0.00
812	COMPACTED BASE 12"	3,842.00	0.00	0.00	0.00	0.00	0.00%	3,842.00	0.00
814	STABILIZER6" CURB	906.00	0.00	0.00	0.00	0.00	0.00%	906.00	0.00
816	STABILIZED SHOULDER	5,285.50	0.00	0.00	0.00	0.00	0.00%	5,285.50	0.00
818	TYPE F CURB	12,348.70	0.00	0.00	0.00	0.00	0.00%	12,348.70	0.00
820	6" CONCRETE DRIVE	3,281.25	0.00	0.00	0.00	0.00	0.00%	3,281.25	0.00
822	4' SIDEWALK 4" THICK	3,745.95	0.00	0.00	0.00	0.00	0.00%	3,745.95	0.00
824	6' SIDEWALK 4" THICK	8,334.50	0.00	0.00	0.00	0.00	0.00%	8,334.50	0.00
826	R/W GRADING	637.50	0.00	0.00	0.00	0.00	0.00%	637.50	0.00
828	R/W SOD	2,388.50	0.00	0.00	0.00	0.00	0.00%	2,388.50	0.00
830	SIGNS-PAVEMENT MARKINGS	8,709.60	0.00	0.00	0.00	0.00	0.00%	8,709.60	0.00
832	J-6 INLET (DOGHOUSE)	10,332.69	3,619.28	0.00	0.00	3,619.28	35.03%	6,713.41	361.93
834	8" PVC	4,501.80	1,009.80	0.00	0.00	1,009.80	22.43%	3,492.00	100.98
16207 836	TEST WATER LINES	112.20	0.00	0.00	0.00	0.00	0.00%	112.20	0.00
838	OPEN CUT/ REPAIR	6,252.80	0.00	6,252.80	0.00	6,252.80	100.00%	0.00	625.28
840	SAMPLE POINTS	738.72	0.00	0.00	0.00	0.00	0.00%	738.72	0.00
842	GRAVITY WALL	65,456.65	0.00	0.00	0.00	0.00	0.00%	65,456.65	0.00
844	42" HANDRAIL	7,014.35	0.00	0.00	0.00	0.00	0.00%	7,014.35	0.00
846	DEWATERING OFFSITE	9,024.44	0.00	0.00	0.00	0.00	0.00%	9,024.44	0.00
848	MOT	50,883.19	0.00	0.00	0.00	0.00	0.00%	50,883.19	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4
Application Date : 02/25/22
To: 02/25/22
Architect's Project No.:

Invoice # : 2127-4 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-79	8" PVC	-4,501.80	-1,009.80	0.00	0.00	-1,009.80	22.43%	-3,492.00	-100.98
CO#01-80	10" PVC	4,501.80	1,009.80	0.00	0.00	1,009.80	22.43%	3,492.00	100.98
	OFFSITE Totals	309,050.79	4,629.08	6,252.80	0.00	10,881.88	3.52%	298,168.91	1,088.19
Grand Totals		4,974,943.36	2,333,014.57	884,449.25	0.00	3,217,463.82	64.67%	1,757,479.54	321,746.52

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2127-5

To Owner: One Thousand Oaks, LLC
4900 Dundee Road

Project: 2127. One Thousand Oaks

Application No.: 5

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Winter Haven, FL 33884

Period To: 3/25/2022

From Contractor: Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32773

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$4,807,745.97
2. Net Change By Change Order	\$167,197.39
3. Contract Sum To Date	\$4,974,943.36
4. Total Completed and Stored To Date	\$4,016,268.06
5. Retainage:	
a. 10.00% of Completed Work	\$401,626.96
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$401,626.96
6. Total Earned Less Retainage	\$3,614,641.10
7. Less Previous Certificates For Payments	\$2,895,717.30
8. Current Payment Due	\$718,923.80
9. Balance To Finish, Plus Retainage	\$1,360,302.26

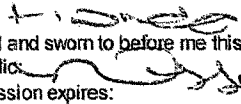
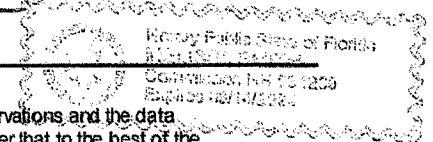
CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$167,197.39	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$167,197.39	\$0.00
Net Changes By Change Order	\$167,197.39	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Blue Ox Enterprises, LLC

By: 

Date: 3/25/22 4/25

State of: Florida
Subscribed and sworn to before me this 25th day of March, 2022
Notary Public: 
My Commission expires:County of: Seminole
day of March, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

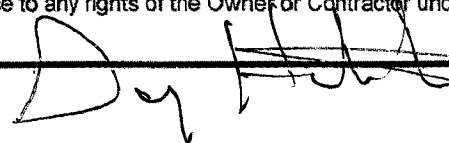
AMOUNT CERTIFIED \$ 718,923.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

Page 2 of 9

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice# : 2127-5 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	162071 OFFSITE PAVING								
802	EXCAVATE AND GRADE	8,455.05	0.00	0.00	0.00	0.00	0.00%	8,455.05	0.00
804	ASPHALT OVERLAY 1"	29,440.20	0.00	0.00	0.00	0.00	0.00%	29,440.20	0.00
806	ASPHALT 1.50"	22,238.40	0.00	0.00	0.00	0.00	0.00%	22,238.40	0.00
808	1" MILL EXISTING	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
810	LIMEROCK 12"	39,720.80	0.00	0.00	0.00	0.00	0.00%	39,720.80	0.00
812	COMPACTED BASE 12"	3,842.00	0.00	0.00	0.00	0.00	0.00%	3,842.00	0.00
814	STABILIZER6" CURB	906.00	0.00	0.00	0.00	0.00	0.00%	906.00	0.00
816	STABILIZED SHOULDER	5,285.50	0.00	0.00	0.00	0.00	0.00%	5,285.50	0.00
818	TYPE F CURB	12,348.70	0.00	0.00	0.00	0.00	0.00%	12,348.70	0.00
820	6" CONCRETE DRIVE	3,281.25	0.00	0.00	0.00	0.00	0.00%	3,281.25	0.00
822	4' SIDEWALK 4" THICK	3,745.95	0.00	0.00	0.00	0.00	0.00%	3,745.95	0.00
824	6' SIDEWALK 4" THICK	8,334.50	0.00	0.00	0.00	0.00	0.00%	8,334.50	0.00
830	SIGNS-PAVEMENT MARKINGS	8,709.60	0.00	0.00	0.00	0.00	0.00%	8,709.60	0.00
838	OPEN CUT/ REPAIR	6,252.80	6,252.80	0.00	0.00	6,252.80	100.00%	0.00	625.28
	OFFSITE PAVING Totals	157,960.75	6,252.80	0.00	0.00	6,252.80	3.96%	151,707.95	625.28
Bill Group:	162074 OFFSITE WATER								
834	8" PVC	4,501.80	1,009.80	3,492.00	0.00	4,501.80	100.00%	0.00	450.18
836	TEST WATER LINES	112.20	0.00	112.20	0.00	112.20	100.00%	0.00	11.22
CO#01-79	8" PVC	-4,501.80	-1,009.80	-3,492.00	0.00	-4,501.80	100.00%	0.00	-450.18
CO#01-80	10" PVC	4,501.80	1,009.80	3,492.00	0.00	4,501.80	100.00%	0.00	450.18
	OFFSITE WATER Totals	4,614.00	1,009.80	3,604.20	0.00	4,614.00	100.00%	0.00	461.40
Bill Group:	162075 OFFSITE EARTHWORK								
826	R/W GRADING	637.50	0.00	0.00	0.00	0.00	0.00%	637.50	0.00
828	R/W SOD	2,388.50	0.00	0.00	0.00	0.00	0.00%	2,388.50	0.00
	OFFSITE EARTHWORK Totals	3,026.00	0.00	0.00	0.00	0.00	0.00%	3,026.00	0.00

CONTINUATION SHEET

Page 3 of 9

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice # : 2127-5

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	162076 OFFSITE STORM								
832	J-6 INLET (DOGHOUSE)	10,332.69	3,619.28	0.00	0.00	3,619.28	35.03%	6,713.41	361.93
	OFFSITE STORM Totals	10,332.69	3,619.28	0.00	0.00	3,619.28	35.03%	6,713.41	361.93
Bill Group:	162078 OFFSITE MISC								
840	SAMPLE POINTS	738.72	0.00	0.00	0.00	0.00	0.00%	738.72	0.00
842	GRAVITY WALL	65,456.65	0.00	58,910.99	0.00	58,910.99	90.00%	6,545.66	5,691.10
844	42" HANDRAIL	7,014.35	0.00	0.00	0.00	0.00	0.00%	7,014.35	0.00
846	DEWATERING OFFSITE	9,024.44	0.00	0.00	0.00	0.00	0.00%	9,024.44	0.00
848	MOT	50,883.19	0.00	15,264.96	0.00	15,264.96	30.00%	35,618.23	1,526.50
	OFFSITE MISC Totals	133,117.35	0.00	74,175.95	0.00	74,175.95	55.72%	58,941.40	7,417.60
Bill Group:	162081 EARTHWORK								
102	INLET PROTECTION	6,360.50	3,180.25	0.00	0.00	3,180.25	50.00%	3,180.25	318.03
104	SILT FENCE	6,762.80	6,762.80	0.00	0.00	6,762.80	100.00%	0.00	676.28
106	DOUBLE SILT FENCE	11,583.00	11,583.00	0.00	0.00	11,583.00	100.00%	0.00	1,158.30
108	CLEARING - BURN ON SITE	31,330.86	31,330.86	0.00	0.00	31,330.86	100.00%	0.00	3,133.09
110	MOW AND DISK	16,255.68	16,255.68	0.00	0.00	16,255.68	100.00%	0.00	1,625.57
112	STRIPPINGS	7,482.05	7,482.05	0.00	0.00	7,482.05	100.00%	0.00	748.20
114	EXCAVATION	358,972.80	358,972.80	0.00	0.00	358,972.80	100.00%	0.00	35,897.28
116	EMBANKMENT	114,048.65	114,048.65	0.00	0.00	114,048.65	100.00%	0.00	11,404.86
118	POND GRADING	18,662.95	18,662.95	0.00	0.00	18,662.95	100.00%	0.00	1,866.30
120	SWALE GRADING	1,744.60	1,744.60	0.00	0.00	1,744.60	100.00%	0.00	174.46
122	PAD GRADING	44,707.37	44,707.37	0.00	0.00	44,707.37	100.00%	0.00	4,470.74
124	R/W GRADING	11,506.30	6,903.78	0.00	0.00	6,903.78	60.00%	4,602.52	690.38
126	SLOPE GRADING	7,168.25	7,168.25	0.00	0.00	7,168.25	100.00%	0.00	716.83
128	POND SOD	85,971.95	25,791.59	0.00	0.00	25,791.59	30.00%	60,180.36	2,579.16
130	SWALE SOD	8,036.60	0.00	0.00	0.00	0.00	0.00%	8,036.60	0.00
132	R/W SOD	5,634.05	0.00	0.00	0.00	0.00	0.00%	5,634.05	0.00

CONTINUATION SHEET

Page 4 of 9

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice #: 2127-5 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
134	SEED & MULCH	44,280.00	0.00	0.00	0.00	0.00	0.00%	44,280.00	0.00
136	STRIP SOD	17,604.65	0.00	0.00	0.00	0.00	0.00%	17,604.65	0.00
138	SLOPE SOD	38,005.25	0.00	0.00	0.00	0.00	0.00%	38,005.25	0.00
140	DEMO FENCE	7,259.20	7,259.20	0.00	0.00	7,259.20	100.00%	0.00	725.92
142	DEMO EX PAVING	3,432.20	3,432.20	0.00	0.00	3,432.20	100.00%	0.00	343.22
144	GRAVITY WALL	48,090.60	9,618.12	38,472.48	0.00	48,090.60	100.00%	0.00	4,809.06
146	6" VINYL FENCE	2,907.00	0.00	0.00	0.00	0.00	0.00%	2,907.00	0.00
148	DEWATERING	173,598.93	173,598.93	0.00	0.00	173,598.93	100.00%	0.00	17,359.89
CO#01-70	EXCAVATION	1,296.00	1,296.00	0.00	0.00	1,296.00	100.00%	0.00	129.60
CO#01-71	EMBANKMENT	411.75	411.75	0.00	0.00	411.75	100.00%	0.00	41.18
CO#01-72	POND GRADING	183.00	183.00	0.00	0.00	183.00	100.00%	0.00	18.30
CO#01-73	SLOPE GRADING	172.25	172.25	0.00	0.00	172.25	100.00%	0.00	17.23
CO#01-74	POND SOD	843.00	0.00	0.00	0.00	0.00	0.00%	843.00	0.00
CO#01-75	SLOPE SOD	913.25	0.00	0.00	0.00	0.00	0.00%	913.25	0.00
CO#01-76	REC AREA SOD	2,037.25	0.00	0.00	0.00	0.00	0.00%	2,037.25	0.00
CO#01-77	DEMO EXISTING STRUCTURES	16,874.40	16,874.40	0.00	0.00	16,874.40	100.00%	0.00	1,687.44
CO#01-78	DEWATERING	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	900.00
	EARTHWORK Totals	1,103,137.14	876,440.48	38,472.48	0.00	914,912.96	82.94%	188,224.18	91,491.32
Bill Group:	162083 PAVING								
602	ASPHALT 1.25"	180,090.00	0.00	0.00	0.00	0.00	0.00%	180,090.00	0.00
604	6" CONCRETE PAVING	12,512.50	0.00	0.00	0.00	0.00	0.00%	12,512.50	0.00
606	CRUSHED CONCRETE 6"	365,562.00	0.00	365,562.00	0.00	365,562.00	100.00%	0.00	36,556.20
608	STABILIZER 12"	149,202.30	89,521.38	59,680.92	0.00	149,202.30	100.00%	0.00	14,920.23
610	TYPE F CURB	5,907.60	0.00	4,135.32	0.00	4,135.32	70.00%	1,772.28	413.53
612	MEDIAN CURB	5,977.20	0.00	0.00	0.00	0.00	0.00%	5,977.20	0.00
614	MIAMI CURB	223,884.60	67,165.38	156,719.22	0.00	223,884.60	100.00%	0.00	22,388.46
616	4' SIDEWALK 6" THICK	1,920.00	0.00	0.00	0.00	0.00	0.00%	1,920.00	0.00
618	4' SIDEWALK 4" THICK	36,432.00	0.00	0.00	0.00	0.00	0.00%	36,432.00	0.00
620	5' WHEEL CHAIR RAMP	18,768.40	0.00	0.00	0.00	0.00	0.00%	18,768.40	0.00
622	SIGNS-PAVEMENT MARKINGS	17,070.60	0.00	0.00	0.00	0.00	0.00%	17,070.60	0.00
CO#01-50	ASPHALT 1.25"	2,697.00	0.00	0.00	0.00	0.00	0.00%	2,697.00	0.00

CONTINUATION SHEET

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Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice #: 2127-5 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-51	CRUSHED CONCRETE 6"	5,474.60	0.00	5,474.60	0.00	5,474.60	100.00%	0.00	547.46
CO#01-52	STABILIZER 12"	1,770.10	0.00	1,770.10	0.00	1,770.10	100.00%	0.00	177.01
CO#01-53	D CURB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO#01-63	D CURB	296.40	0.00	0.00	0.00	0.00	0.00%	296.40	0.00
CO#01-64	4' SIDEWALK 6" THICK	672.00	0.00	0.00	0.00	0.00	0.00%	672.00	0.00
CO#01-65	5' SIDEWALK REC AREA-POND	26,672.10	0.00	0.00	0.00	0.00	0.00%	26,672.10	0.00
CO#01-66	5'4" MONOLITHIC SIDEWALK	5,020.65	0.00	0.00	0.00	0.00	0.00%	5,020.65	0.00
CO#01-67	8' SIDEWALK 4" THICK	378.75	0.00	0.00	0.00	0.00	0.00%	378.75	0.00
CO#01-68	MAIL KIOSK PAD	2,450.00	0.00	0.00	0.00	0.00	0.00%	2,450.00	0.00
CO#01-69	5' WHEEL CHAIR RAMPS	1,340.60	0.00	0.00	0.00	0.00	0.00%	1,340.60	0.00
	PAVING Totals	1,064,099.40	156,686.76	593,342.16	0.00	750,028.92	70.48%	314,070.48	75,002.89
Bill Group:	162085 SANITARY								
202	8" PVC 0-6 SDR 26	43,115.60	43,115.60	0.00	0.00	43,115.60	100.00%	0.00	4,311.56
204	8" PVC 6-8 SDR 26	31,842.84	31,842.84	0.00	0.00	31,842.84	100.00%	0.00	3,184.29
206	8" PVC 8-10 SDR 26	38,337.12	38,337.12	0.00	0.00	38,337.12	100.00%	0.00	3,833.71
208	8" PVC 10-12 SDR 26	36,071.84	36,071.84	0.00	0.00	36,071.84	100.00%	0.00	3,607.19
210	8" PVC 12-14 SDR 26	38,285.06	38,285.06	0.00	0.00	38,285.06	100.00%	0.00	3,828.50
212	8" PVC 14-16 SDR 26	20,988.24	20,988.24	0.00	0.00	20,988.24	100.00%	0.00	2,098.83
214	8" PVC 14-16 DR 18	3,589.60	3,589.60	0.00	0.00	3,589.60	100.00%	0.00	358.95
216	8" PVC 16-18 SDR 26	8,292.68	8,292.68	0.00	0.00	8,292.68	100.00%	0.00	829.27
218	MANHOLE 0-6	50,162.76	50,162.76	0.00	0.00	50,162.76	100.00%	0.00	5,016.28
220	MANHOLE 6-8	9,448.42	9,448.42	0.00	0.00	9,448.42	100.00%	0.00	944.84
222	MANHOLE 8-10	37,573.83	37,573.83	0.00	0.00	37,573.83	100.00%	0.00	3,757.39
224	MANHOLE 10-12	5,854.08	5,854.08	0.00	0.00	5,854.08	100.00%	0.00	585.41
226	MANHOLE 12-14	25,488.72	25,488.72	0.00	0.00	25,488.72	100.00%	0.00	2,548.87
228	MANHOLE 14-16	13,736.42	13,736.42	0.00	0.00	13,736.42	100.00%	0.00	1,373.65
230	MANHOLE 16-18	11,651.76	11,651.76	0.00	0.00	11,651.76	100.00%	0.00	1,165.18
232	MANHOLE LINED 12-14	18,019.93	18,019.93	0.00	0.00	18,019.93	100.00%	0.00	1,802.00
234	SINGLE LATERAL	27,488.40	27,488.40	0.00	0.00	27,488.40	100.00%	0.00	2,748.84
236	DOUBLE LATERAL	122,227.56	122,227.56	0.00	0.00	122,227.56	100.00%	0.00	12,222.76
238	6" PVC FORCEMAN	35,987.00	35,987.00	0.00	0.00	35,987.00	100.00%	0.00	3,598.70

CONTINUATION SHEET

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Application and Certification for Payment, containing Contractor's signed certification is attached.
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Application No. : 5
Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice #: 2127-5 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
240	6" PLUG VALVE	1,305.87	1,305.87	0.00	0.00	1,305.87	100.00%	0.00	130.59
242	FORCEMAIN FITTINGS	14,365.44	14,365.44	0.00	0.00	14,365.44	100.00%	0.00	1,436.55
244	10" x 6" WET TAP	4,259.37	4,259.37	0.00	0.00	4,259.37	100.00%	0.00	425.94
246	LIFT STATION	307,526.19	215,268.33	46,128.93	0.00	261,397.26	85.00%	46,128.93	26,139.72
248	AIR RELEASE VALVE	5,370.01	5,370.01	0.00	0.00	5,370.01	100.00%	0.00	537.00
250	CLEAN SANITARY LINES	14,025.60	0.00	0.00	0.00	0.00	0.00%	14,025.60	0.00
252	TEST SANITARY LINES	11,220.48	0.00	0.00	0.00	0.00	0.00%	11,220.48	0.00
254	TEST FORCEMAIN LINES	2,793.60	0.00	0.00	0.00	0.00	0.00%	2,793.60	0.00
256	T.V. SANITARY LINES	15,428.16	0.00	0.00	0.00	0.00	0.00%	15,428.16	0.00
258	DROP CONNECTION	1,328.58	1,328.58	0.00	0.00	1,328.58	100.00%	0.00	132.86
260	WELL POINTS	95,452.00	95,452.00	0.00	0.00	95,452.00	100.00%	0.00	9,545.20
CO#01-01	8" PVC 0-6 SDR 26	338.25	338.25	0.00	0.00	338.25	100.00%	0.00	33.82
CO#01-02	8" PVC 6-8 SDR 26	2,443.92	2,443.92	0.00	0.00	2,443.92	100.00%	0.00	244.39
CO#01-03	8" PVC 8-10 SDR 26	-539.20	-539.20	0.00	0.00	-539.20	100.00%	0.00	-53.93
CO#01-04	8" PVC 10-12 SDR26	1,468.04	1,468.04	0.00	0.00	1,468.04	100.00%	0.00	146.81
CO#01-05	8" PVC 12-14 SDR 26	-1,412.86	-1,412.86	0.00	0.00	-1,412.86	100.00%	0.00	-141.29
CO#01-06	8" PVC 14-16 SDR 26	1,576.04	1,576.04	0.00	0.00	1,576.04	100.00%	0.00	157.60
CO#01-07	8" PVC 16-18 SDR 26	-6,219.51	-6,219.51	0.00	0.00	-6,219.51	100.00%	0.00	-621.96
CO#01-08	MANHOLE 6-8	4,724.21	4,724.21	0.00	0.00	4,724.21	100.00%	0.00	472.42
CO#01-09	MANHOLE 8-10	-5,367.69	-5,367.69	0.00	0.00	-5,367.69	100.00%	0.00	-536.77
CO#01-10	MANHOLE 10-12	5,854.08	5,854.08	0.00	0.00	5,854.08	100.00%	0.00	585.41
CO#01-11	MANHOLE 12-14	-6,372.18	-6,372.18	0.00	0.00	-6,372.18	100.00%	0.00	-637.21
CO#01-12	SINGLE LATERAL	4,581.20	4,581.20	0.00	0.00	4,581.20	100.00%	0.00	458.12
CO#01-13	DOUBLE LATERAL	-2,089.36	-2,089.36	0.00	0.00	-2,089.36	100.00%	0.00	-208.94
CO#01-14	LIFT STATION	8,614.36	6,030.05	1,292.16	0.00	7,322.21	85.00%	1,292.15	732.23
CO#01-15	CLEAN SANITARY LINES	9.00	0.00	0.00	0.00	0.00	0.00%	9.00	0.00
CO#01-16	TEST SANITARY LINES	7.20	0.00	0.00	0.00	0.00	0.00%	7.20	0.00
CO#01-17	TV SANITARY LINES	9.90	0.00	0.00	0.00	0.00	0.00%	9.90	0.00
	SANITARY Totals	1,058,862.56	920,526.45	47,421.09	0.00	967,947.54	91.41%	90,915.02	96,794.78
Bill Group:	162086 STORM								
302	15" HDPE	12,381.60	12,381.60	0.00	0.00	12,381.60	100.00%	0.00	1,238.17

CONTINUATION SHEET

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Application and Certification for Payment, containing
Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice #: 2127-5 Contract: 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
304	18" HDPE	40,800.60	40,800.60	0.00	0.00	40,800.60	100.00%	0.00	4,080.06
306	24" HDPE	138,193.80	138,193.80	0.00	0.00	138,193.80	100.00%	0.00	13,819.38
308	30" HDPE	90,959.40	90,959.40	0.00	0.00	90,959.40	100.00%	0.00	9,095.94
310	36" HDPE	39,500.00	39,500.00	0.00	0.00	39,500.00	100.00%	0.00	3,950.01
312	14" X 23" ERCP	3,619.84	3,619.84	0.00	0.00	3,619.84	100.00%	0.00	361.98
314	19" X 30" ERCP	1,911.12	1,911.12	0.00	0.00	1,911.12	100.00%	0.00	191.11
316	STORM MANHOLE	17,043.60	17,043.60	0.00	0.00	17,043.60	100.00%	0.00	1,704.37
318	J MANHOLE	8,100.90	8,100.90	0.00	0.00	8,100.90	100.00%	0.00	810.09
320	15" MES	1,545.72	1,545.72	0.00	0.00	1,545.72	100.00%	0.00	154.57
322	18" MES	2,597.85	2,597.85	0.00	0.00	2,597.85	100.00%	0.00	259.79
324	24" MES	11,066.90	11,066.90	0.00	0.00	11,066.90	100.00%	0.00	1,106.70
326	30" MES	10,932.70	10,932.70	0.00	0.00	10,932.70	100.00%	0.00	1,093.28
328	36" MES	5,356.62	5,356.62	0.00	0.00	5,356.62	100.00%	0.00	535.67
330	P-5 INLET	55,824.02	36,285.61	0.00	0.00	36,285.61	65.00%	19,538.41	3,628.57
332	P-6 INLET	113,603.62	73,842.35	0.00	0.00	73,842.35	65.00%	39,761.27	7,384.23
334	J-6 INLET	11,086.96	11,086.96	0.00	0.00	11,086.96	100.00%	0.00	1,108.71
336	TYPE C INLET	14,230.79	14,230.79	0.00	0.00	14,230.79	100.00%	0.00	1,423.07
338	TYPE D INLET	2,932.39	2,932.39	0.00	0.00	2,932.39	100.00%	0.00	293.24
340	D CONTROL STRUCTURE	37,899.84	37,899.84	0.00	0.00	37,899.84	100.00%	0.00	3,789.99
342	CLEAN STORM	17,211.36	0.00	0.00	0.00	0.00	0.00%	17,211.36	0.00
344	STORM INSPECTION	13,469.76	0.00	0.00	0.00	0.00	0.00%	13,469.76	0.00
346	WELL POINTS	35,525.00	35,525.00	0.00	0.00	35,525.00	100.00%	0.00	3,552.50
CO#01-18	18" RCP	2,292.08	2,292.08	0.00	0.00	2,292.08	100.00%	0.00	229.20
CO#01-19	24" RCP	16,075.76	16,075.76	0.00	0.00	16,075.76	100.00%	0.00	1,607.58
CO#01-20	15" HDPE	5,306.40	5,306.40	0.00	0.00	5,306.40	100.00%	0.00	530.64
CO#01-21	18" HDPE	5,010.60	5,010.60	0.00	0.00	5,010.60	100.00%	0.00	501.06
CO#01-22	24" HDPE	-4,971.00	-4,971.00	0.00	0.00	-4,971.00	100.00%	0.00	-497.10
CO#01-23	14" X 23" ERCP	-1,292.80	-1,292.80	0.00	0.00	-1,292.80	100.00%	0.00	-129.28
CO#01-24	19" X 30" ERCP	2,548.16	2,548.16	0.00	0.00	2,548.16	100.00%	0.00	254.82
CO#01-25	STORM MANHOLE	2,840.60	2,840.60	0.00	0.00	2,840.60	100.00%	0.00	284.06
CO#01-26	18" MES	865.95	865.95	0.00	0.00	865.95	100.00%	0.00	86.60
CO#01-27	24" MES	-1,106.69	-1,106.69	0.00	0.00	-1,106.69	100.00%	0.00	-110.67

CONTINUATION SHEET

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Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5

Application Date : 03/25/22

To: 03/25/22

Architect's Project No.:

Invoice# : 2127-5

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-28	19X30 MES	1,479.05	1,479.05	0.00	0.00	1,479.05	100.00%	0.00	147.91
CO#01-29	P-5 INLET	7,974.86	7,974.86	0.00	0.00	7,974.86	100.00%	0.00	797.49
CO#01-30	P-6 INLET	-13,108.11	-13,108.11	0.00	0.00	-13,108.11	100.00%	0.00	-1,310.81
CO#01-31	TYPE C INLET	10,164.85	10,164.85	0.00	0.00	10,164.85	100.00%	0.00	1,016.49
CO#01-32	TYPE V INLET	4,174.04	4,174.04	0.00	0.00	4,174.04	100.00%	0.00	417.40
CO#01-33	CLEAN STORM	1,556.64	0.00	0.00	0.00	0.00	0.00%	1,556.64	0.00
CO#01-34	STORM INSPECTION	1,218.24	0.00	0.00	0.00	0.00	0.00%	1,218.24	0.00
CO#01-35	WELL POINTS	3,185.00	3,185.00	0.00	0.00	3,185.00	100.00%	0.00	318.50
	STORM Totals	730,008.02	637,252.34	0.00	0.00	637,252.34	87.29%	92,755.68	63,725.32
Bill Group: 162087 WATER									
402	4" PVC	20,465.50	20,465.50	0.00	0.00	20,465.50	100.00%	0.00	2,046.55
404	6" PVC	42,479.50	42,479.50	0.00	0.00	42,479.50	100.00%	0.00	4,247.95
406	8" PVC	122,371.60	122,371.60	0.00	0.00	122,371.60	100.00%	0.00	12,237.16
408	WM SINGLE SERVICE	23,483.98	23,483.98	0.00	0.00	23,483.98	100.00%	0.00	2,348.40
410	WM DOUBLE SERVICE	133,474.17	133,474.17	0.00	0.00	133,474.17	100.00%	0.00	13,347.41
412	WATER FITTINGS	39,421.51	39,421.51	0.00	0.00	39,421.51	100.00%	0.00	3,942.15
414	4" GATE VALVE	5,013.45	5,013.45	0.00	0.00	5,013.45	100.00%	0.00	501.35
416	6" GATE VALVE	5,064.44	5,064.44	0.00	0.00	5,064.44	100.00%	0.00	506.44
418	8" GATE VALVE	23,567.74	23,567.74	0.00	0.00	23,567.74	100.00%	0.00	2,356.77
420	FIRE HYDRANT	47,253.69	47,253.69	0.00	0.00	47,253.69	100.00%	0.00	4,725.37
422	2" BLOW OFF	2,685.96	2,685.96	0.00	0.00	2,685.96	100.00%	0.00	268.59
424	2" JUMPER	2,286.50	2,286.50	0.00	0.00	2,286.50	100.00%	0.00	228.65
426	10" X 8" WET TAP	5,023.01	5,023.01	0.00	0.00	5,023.01	100.00%	0.00	502.31
428	TEST WATER LINES	15,848.25	0.00	15,848.25	0.00	15,848.25	100.00%	0.00	1,584.83
430	SAMPLE POINTS	8,864.40	0.00	0.00	0.00	0.00	0.00%	8,864.40	0.00
CO#01-36	12" PVC	2,292.00	2,292.00	0.00	0.00	2,292.00	100.00%	0.00	229.20
CO#01-37	4" PVC	-2,751.10	-2,751.10	0.00	0.00	-2,751.10	100.00%	0.00	-275.11
CO#01-38	6" PVC	556.50	556.50	0.00	0.00	556.50	100.00%	0.00	55.65
CO#01-39	8" PVC	-31,512.00	-31,512.00	0.00	0.00	-31,512.00	100.00%	0.00	-3,151.20
CO#01-40	10" PVC	55,968.00	55,968.00	0.00	0.00	55,968.00	100.00%	0.00	5,596.80
CO#01-41	WATER FITTINGS	6,611.35	6,611.35	0.00	0.00	6,611.35	100.00%	0.00	661.13

CONTINUATION SHEET

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Application Date : 03/25/22
To: 03/25/22
Architect's Project No.:

Invoice # : 2127-5 Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
CO#01-42	4" GATE VALVE	-2,005.38	-2,005.38	0.00	0.00	-2,005.38	100.00%	0.00	-200.54
CO#01-43	8" GATE VALVE	-3,366.82	-3,366.82	0.00	0.00	-3,366.82	100.00%	0.00	-336.68
CO#01-44	10" GATE VALVE	5,549.62	5,549.62	0.00	0.00	5,549.62	100.00%	0.00	554.96
CO#01-45	FIRE HYDRANT	5,250.41	5,250.41	0.00	0.00	5,250.41	100.00%	0.00	525.04
CO#01-46	2" BLOW OFF	-1,790.64	-1,790.64	0.00	0.00	-1,790.64	100.00%	0.00	-179.07
CO#01-47	10" X 8" WET TAP	-5,023.01	-5,023.01	0.00	0.00	-5,023.01	100.00%	0.00	-502.31
CO#01-48	10" WET TAP	7,029.58	7,029.58	0.00	0.00	7,029.58	100.00%	0.00	702.96
CO#01-49	TEST WATER LINES	46.75	0.00	46.75	0.00	46.75	100.00%	0.00	4.68
	WATER Totals	534,158.96	509,399.56	15,895.00	0.00	525,294.56	98.34%	8,864.40	52,529.44
Bill Group:	162088 MISC								
702	SURVEY	28,275.00	22,620.00	2,827.50	0.00	25,447.50	90.00%	2,827.50	2,544.76
704	ASBUILTS	9,930.88	7,944.70	0.00	0.00	7,944.70	80.00%	1,986.18	794.47
706	MOBILIZATION	19,438.50	15,550.80	0.00	0.00	15,550.80	80.00%	3,887.70	1,555.09
708	GEOTECH TESTING	45,600.00	36,480.00	4,560.00	0.00	41,040.00	90.00%	4,560.00	4,104.00
710	LOT TESTING	39,450.00	7,890.00	11,835.00	0.00	19,725.00	50.00%	19,725.00	1,972.50
712	ENVIRONMENTAL	2,800.45	2,800.45	0.00	0.00	2,800.45	100.00%	0.00	280.05
714	S.W.P.P.P.	3,600.00	2,880.00	360.00	0.00	3,240.00	90.00%	360.00	324.00
716	R/W PERMIT	6,310.86	0.00	6,310.86	0.00	6,310.86	100.00%	0.00	631.09
718	RIP RAP	20,220.80	10,110.40	0.00	0.00	10,110.40	50.00%	10,110.40	1,011.04
	MISC Totals	175,626.49	106,276.35	25,893.36	0.00	132,169.71	75.26%	43,456.78	13,217.00
Grand Totals		4,974,943.36	3,217,463.82	798,804.24	0.00	4,016,268.06	80.73%	958,675.30	401,626.96

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2127-6

To Owner: One Thousand Oaks, LLC
4900 Dundee Road

Project: 2127. One Thousand Oaks

Application No.: 6

Distribution to:
☐ Owner
☐ Architect
☐ Contractor
☐
☐

Winter Haven, FL 33884

Period To: 4/25/2022

From Contractor: Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32773

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$4,807,745.97
2. Net Change By Change Order	\$225,900.96
3. Contract Sum To Date	\$5,033,646.93
4. Total Completed and Stored To Date	\$4,442,227.26
5. Retainage:	
a. 10.00% of Completed Work	\$444,222.90
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$444,222.90
6. Total Earned Less Retainage	\$3,998,004.36
7. Less Previous Certificates For Payments	\$3,614,641.10
8. Current Payment Due	\$383,363.26
9. Balance To Finish, Plus Retainage	\$1,035,642.57

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$167,197.39	\$0.00
Total Approved this Month	\$58,703.57	\$0.00
TOTALS	\$225,900.96	\$0.00
Net Changes By Change Order	\$225,900.96	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Blue Ox Enterprises, LLC

By:  Date: 4/22/22State of: Florida
Subscribed and sworn to before me this 22nd day of April, 2022.
Notary Public: 
My Commission expires: 4/22/24County of: Seminole
day of April, 2022.
Notary Public State of Florida
MELISSA SMITH
Commission #M 634238
Expires 04/22/24

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 383,363.26

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 10

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice # : 2127-6

Contract : 2127. One Thousand Oaks

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	162071 OFFSITE PAVING								
802	EXCAVATE AND GRADE	8,455.05	0.00	8,455.05	0.00	8,455.05	100.00%	0.00	845.51
804	ASPHALT OVERLAY 1"	29,440.20	0.00	0.00	0.00	0.00	0.00%	29,440.20	0.00
806	ASPHALT 1.50"	22,238.40	0.00	0.00	0.00	0.00	0.00%	22,238.40	0.00
808	1" MILL EXISTING	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
810	LIMEROCK 12"	39,720.80	0.00	39,720.80	0.00	39,720.80	100.00%	0.00	3,972.08
812	COMPACTED BASE 12"	3,842.00	0.00	3,842.00	0.00	3,842.00	100.00%	0.00	384.20
814	STABILIZER6" CURB	906.00	0.00	906.00	0.00	906.00	100.00%	0.00	90.60
816	STABILIZED SHOULDER	5,285.50	0.00	5,285.50	0.00	5,285.50	100.00%	0.00	528.55
818	TYPE F CURB	12,348.70	0.00	8,644.09	0.00	8,644.09	70.00%	3,704.61	864.41
820	6" CONCRETE DRIVE	3,281.25	0.00	0.00	0.00	0.00	0.00%	3,281.25	0.00
822	4' SIDEWALK 4" THICK	3,745.95	0.00	0.00	0.00	0.00	0.00%	3,745.95	0.00
824	6' SIDEWALK 4" THICK	8,334.50	0.00	0.00	0.00	0.00	0.00%	8,334.50	0.00
830	SIGNS-PAVEMENT MARKINGS	8,709.60	0.00	0.00	0.00	0.00	0.00%	8,709.60	0.00
838	OPEN CUT/ REPAIR	6,252.80	6,252.80	0.00	0.00	6,252.80	100.00%	0.00	625.28
	OFFSITE PAVING Totals	157,960.75	6,252.80	66,853.44	0.00	73,106.24	46.28%	84,854.51	7,310.63
Bill Group:	162074 OFFSITE WATER								
834	8" PVC	4,501.80	4,501.80	0.00	0.00	4,501.80	100.00%	0.00	450.18
836	TEST WATER LINES	112.20	112.20	0.00	0.00	112.20	100.00%	0.00	11.22
CO#01-79	8" PVC	-4,501.80	-4,501.80	0.00	0.00	-4,501.80	100.00%	0.00	-450.18
CO#01-80	10" PVC	4,501.80	4,501.80	0.00	0.00	4,501.80	100.00%	0.00	450.18
	OFFSITE WATER Totals	4,614.00	4,614.00	0.00	0.00	4,614.00	100.00%	0.00	461.40
Bill Group:	162075 OFFSITE EARTHWORK								
826	R/W GRADING	637.50	0.00	637.50	0.00	637.50	100.00%	0.00	63.75
828	R/W SOD	2,388.50	0.00	0.00	0.00	0.00	0.00%	2,388.50	0.00
	OFFSITE EARTHWORK Totals	3,026.00	0.00	637.50	0.00	637.50	21.07%	2,388.50	63.75

CONTINUATION SHEET

Page 3 of 10

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice # : 2127-6

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	162076 OFFSITE STORM								
832	J-6 INLET (DOGHOUSE)	10,332.69	3,619.28	6,713.41	0.00	10,332.69	100.00%	0.00	1,033.27
	OFFSITE STORM Totals	10,332.69	3,619.28	6,713.41	0.00	10,332.69	100.00%	0.00	1,033.27
Bill Group:	162078 OFFSITE MISC								
840	SAMPLE POINTS	738.72	0.00	738.72	0.00	738.72	100.00%	0.00	73.87
842	GRAVITY WALL	65,456.65	58,910.99	0.00	0.00	58,910.99	90.00%	6,545.66	5,891.10
844	42" HANDRAIL	7,014.35	0.00	0.00	0.00	0.00	0.00%	7,014.35	0.00
846	DEWATERING OFFSITE	9,024.44	0.00	9,024.44	0.00	9,024.44	100.00%	0.00	902.44
848	MOT	50,883.19	15,264.96	25,441.59	0.00	40,706.55	80.00%	10,176.64	4,070.66
	OFFSITE MISC Totals	133,117.35	74,175.95	35,204.75	0.00	109,380.70	82.17%	23,736.65	10,938.07
Bill Group:	162081 EARTHWORK								
102	INLET PROTECTION	6,360.50	3,180.25	3,180.25	0.00	6,360.50	100.00%	0.00	636.06
104	SILT FENCE	6,762.80	6,762.80	0.00	0.00	6,762.80	100.00%	0.00	676.28
106	DOUBLE SILT FENCE	11,583.00	11,583.00	0.00	0.00	11,583.00	100.00%	0.00	1,158.30
108	CLEARING - BURN ON SITE	31,330.86	31,330.86	0.00	0.00	31,330.86	100.00%	0.00	3,133.09
110	MOW AND DISK	16,255.68	16,255.68	0.00	0.00	16,255.68	100.00%	0.00	1,625.57
112	STRIPPINGS	7,482.05	7,482.05	0.00	0.00	7,482.05	100.00%	0.00	748.20
114	EXCAVATION	358,972.80	358,972.80	0.00	0.00	358,972.80	100.00%	0.00	35,897.28
116	EMBANKMENT	114,048.65	114,048.65	0.00	0.00	114,048.65	100.00%	0.00	11,404.86
118	POND GRADING	18,662.95	18,662.95	0.00	0.00	18,662.95	100.00%	0.00	1,866.30
120	SWALE GRADING	1,744.60	1,744.60	0.00	0.00	1,744.60	100.00%	0.00	174.46
122	PAD GRADING	44,707.37	44,707.37	0.00	0.00	44,707.37	100.00%	0.00	4,470.74
124	R/W GRADING	11,506.30	6,903.78	2,301.26	0.00	9,205.04	80.00%	2,301.26	920.51
126	SLOPE GRADING	7,168.25	7,168.25	0.00	0.00	7,168.25	100.00%	0.00	716.83
128	POND SOD	85,971.95	25,791.59	0.00	0.00	25,791.59	30.00%	60,180.36	2,579.16
130	SWALE SOD	8,036.60	0.00	0.00	0.00	0.00	0.00%	8,036.60	0.00
132	R/W SOD	5,634.05	0.00	0.00	0.00	0.00	0.00%	5,634.05	0.00

CONTINUATION SHEET

Page 4 of 10

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice # : 2127-6

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
134	SEED & MULCH	44,280.00	0.00	0.00	0.00	0.00	0.00%	44,280.00	0.00
136	STRIP SOD	17,604.65	0.00	0.00	0.00	0.00	0.00%	17,604.65	0.00
138	SLOPE SOD	38,005.25	0.00	0.00	0.00	0.00	0.00%	38,005.25	0.00
140	DEMO FENCE	7,259.20	7,259.20	0.00	0.00	7,259.20	100.00%	0.00	725.92
142	DEMO EX PAVING	3,432.20	3,432.20	0.00	0.00	3,432.20	100.00%	0.00	343.22
144	GRAVITY WALL	48,090.60	48,090.60	0.00	0.00	48,090.60	100.00%	0.00	4,809.06
146	6" VINYL FENCE	2,907.00	0.00	0.00	0.00	0.00	0.00%	2,907.00	0.00
148	DEWATERING	173,598.93	173,598.93	0.00	0.00	173,598.93	100.00%	0.00	17,359.89
CO#01-70	EXCAVATION	1,296.00	1,296.00	0.00	0.00	1,296.00	100.00%	0.00	129.60
CO#01-71	EMBANKMENT	411.75	411.75	0.00	0.00	411.75	100.00%	0.00	41.18
CO#01-72	POND GRADING	183.00	183.00	0.00	0.00	183.00	100.00%	0.00	18.30
CO#01-73	SLOPE GRADING	172.25	172.25	0.00	0.00	172.25	100.00%	0.00	17.23
CO#01-74	POND SOD	843.00	0.00	0.00	0.00	0.00	0.00%	843.00	0.00
CO#01-75	SLOPE SOD	913.25	0.00	0.00	0.00	0.00	0.00%	913.25	0.00
CO#01-76	REC AREA SOD	2,037.25	0.00	2,037.25	0.00	2,037.25	100.00%	0.00	203.73
CO#01-77	DEMO EXISTING STRUCTURES	16,874.40	16,874.40	0.00	0.00	16,874.40	100.00%	0.00	1,687.44
CO#01-78	DEWATERING	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	900.00
CO#04-01	ASBESTOS REMOVAL	4,440.00	0.00	4,440.00	0.00	4,440.00	100.00%	0.00	444.00
CO#04-02	OFFSITE CLEARING	6,514.60	0.00	6,514.60	0.00	6,514.60	100.00%	0.00	651.46
CO#04-04	EXCAVATE-BURRY TRASH	30,336.00	0.00	30,336.00	0.00	30,336.00	100.00%	0.00	3,033.60
CO#04-05	TRASH REMOVAL	5,142.36	0.00	5,142.36	0.00	5,142.36	100.00%	0.00	514.24
	EARTHWORK Totals	1,149,570.10	914,912.96	53,951.72	0.00	968,864.68	84.28%	180,705.42	96,886.51
Bill Group:	162083 PAVING								
602	ASPHALT 1.25"	180,090.00	0.00	0.00	0.00	0.00	0.00%	180,090.00	0.00
604	6" CONCRETE PAVING	12,512.50	0.00	0.00	0.00	0.00	0.00%	12,512.50	0.00
606	CRUSHED CONCRETE 6"	365,562.00	365,562.00	0.00	0.00	365,562.00	100.00%	0.00	36,556.20
608	STABILIZER 12"	149,202.30	149,202.30	0.00	0.00	149,202.30	100.00%	0.00	14,920.23
610	TYPE F CURB	5,907.60	4,135.32	1,772.28	0.00	5,907.60	100.00%	0.00	590.76
612	MEDIAN CURB	5,977.20	0.00	5,977.20	0.00	5,977.20	100.00%	0.00	597.72
614	MIAMI CURB	223,884.60	223,884.60	0.00	0.00	223,884.60	100.00%	0.00	22,388.46
616	4' SIDEWALK 6" THICK	1,920.00	0.00	1,920.00	0.00	1,920.00	100.00%	0.00	192.00

CONTINUATION SHEET

Page 5 of 10

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice #: 2127-6

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
618	4' SIDEWALK 4" THICK	36,432.00	0.00	29,145.60	0.00	29,145.60	80.00%	7,286.40	2,914.56
620	5' WHEEL CHAIR RAMP	18,768.40	0.00	18,768.40	0.00	18,768.40	100.00%	0.00	1,876.84
622	SIGNS-PAVEMENT MARKINGS	17,070.60	0.00	0.00	0.00	0.00	0.00%	17,070.60	0.00
CO#01-50	ASPHALT 1.25"	2,697.00	0.00	0.00	0.00	0.00	0.00%	2,697.00	0.00
CO#01-51	CRUSHED CONCRETE 6"	5,474.60	5,474.60	0.00	0.00	5,474.60	100.00%	0.00	547.46
CO#01-52	STABILIZER 12"	1,770.10	1,770.10	0.00	0.00	1,770.10	100.00%	0.00	177.01
CO#01-53	D CURB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO#01-63	D CURB	296.40	0.00	296.40	0.00	296.40	100.00%	0.00	29.64
CO#01-64	4' SIDEWALK 6" THICK	672.00	0.00	672.00	0.00	672.00	100.00%	0.00	67.20
CO#01-65	5' SIDEWALK REC AREA-POND	26,672.10	0.00	26,672.10	0.00	26,672.10	100.00%	0.00	2,667.21
CO#01-66	5'4" MONOLITHIC SIDEWALK	5,020.65	0.00	0.00	0.00	0.00	0.00%	5,020.65	0.00
CO#01-67	8' SIDEWALK 4" THICK	378.75	0.00	0.00	0.00	0.00	0.00%	378.75	0.00
CO#01-68	MAIL KIOSK PAD	2,450.00	0.00	2,450.00	0.00	2,450.00	100.00%	0.00	245.00
CO#01-69	5' WHEEL CHAIR RAMPS	1,340.60	0.00	1,340.60	0.00	1,340.60	100.00%	0.00	134.06
	PAVING Totals	1,064,099.40	750,028.92	89,014.58	0.00	839,043.50	78.85%	225,055.90	83,904.35
Bill Group:	162085 SANITARY								
202	8" PVC 0-6 SDR 26	43,115.60	43,115.60	0.00	0.00	43,115.60	100.00%	0.00	4,311.56
204	8" PVC 6-8 SDR 26	31,842.84	31,842.84	0.00	0.00	31,842.84	100.00%	0.00	3,184.29
206	8" PVC 8-10 SDR 26	38,337.12	38,337.12	0.00	0.00	38,337.12	100.00%	0.00	3,833.71
208	8" PVC 10-12 SDR 26	36,071.84	36,071.84	0.00	0.00	36,071.84	100.00%	0.00	3,607.19
210	8" PVC 12-14 SDR 26	38,285.06	38,285.06	0.00	0.00	38,285.06	100.00%	0.00	3,828.50
212	8" PVC 14-16 SDR 26	20,988.24	20,988.24	0.00	0.00	20,988.24	100.00%	0.00	2,098.83
214	8" PVC 14-16 DR 18	3,589.60	3,589.60	0.00	0.00	3,589.60	100.00%	0.00	358.95
216	8" PVC 16-18 SDR 26	8,292.68	8,292.68	0.00	0.00	8,292.68	100.00%	0.00	829.27
218	MANHOLE 0-6	50,162.76	50,162.76	0.00	0.00	50,162.76	100.00%	0.00	5,016.28
220	MANHOLE 6-8	9,448.42	9,448.42	0.00	0.00	9,448.42	100.00%	0.00	944.84
222	MANHOLE 8-10	37,573.83	37,573.83	0.00	0.00	37,573.83	100.00%	0.00	3,757.39
224	MANHOLE 10-12	5,854.08	5,854.08	0.00	0.00	5,854.08	100.00%	0.00	585.41
226	MANHOLE 12-14	25,488.72	25,488.72	0.00	0.00	25,488.72	100.00%	0.00	2,548.87
228	MANHOLE 14-16	13,736.42	13,736.42	0.00	0.00	13,736.42	100.00%	0.00	1,373.65
230	MANHOLE 16-18	11,651.76	11,651.76	0.00	0.00	11,651.76	100.00%	0.00	1,165.18

CONTINUATION SHEET

Page 6 of 10

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6
Application Date : 04/25/22
To: 04/25/22
Architect's Project No.:

Invoice # : 2127-6 **Contract :** 2127, One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
232	MANHOLE LINED 12-14	18,019.93	18,019.93	0.00	0.00	18,019.93	100.00%	0.00	1,802.00
234	SINGLE LATERAL	27,488.40	27,488.40	0.00	0.00	27,488.40	100.00%	0.00	2,748.84
236	DOUBLE LATERAL	122,227.56	122,227.56	0.00	0.00	122,227.56	100.00%	0.00	12,222.76
238	6" PVC FORCEMAN	35,987.00	35,987.00	0.00	0.00	35,987.00	100.00%	0.00	3,598.70
240	6" PLUG VALVE	1,305.87	1,305.87	0.00	0.00	1,305.87	100.00%	0.00	130.59
242	FORCEMAIN FITTINGS	14,365.44	14,365.44	0.00	0.00	14,365.44	100.00%	0.00	1,436.55
244	10" x 6" WET TAP	4,259.37	4,259.37	0.00	0.00	4,259.37	100.00%	0.00	425.94
246	LIFT STATION	307,526.19	261,397.26	0.00	0.00	261,397.26	85.00%	46,128.93	26,139.72
248	AIR RELEASE VALVE	5,370.01	5,370.01	0.00	0.00	5,370.01	100.00%	0.00	537.00
250	CLEAN SANITARY LINES	14,025.60	0.00	14,025.60	0.00	14,025.60	100.00%	0.00	1,402.56
252	TEST SANITARY LINES	11,220.48	0.00	11,220.48	0.00	11,220.48	100.00%	0.00	1,122.05
254	TEST FORCEMAIN LINES	2,793.60	0.00	2,793.60	0.00	2,793.60	100.00%	0.00	279.36
256	T.V. SANITARY LINES	15,428.16	0.00	13,885.34	0.00	13,885.34	90.00%	1,542.82	1,388.53
258	DROP CONNECTION	1,328.58	1,328.58	0.00	0.00	1,328.58	100.00%	0.00	132.86
260	WELL POINTS	95,452.00	95,452.00	0.00	0.00	95,452.00	100.00%	0.00	9,545.20
CO#01-01	8" PVC 0-6 SDR 26	338.25	338.25	0.00	0.00	338.25	100.00%	0.00	33.82
CO#01-02	8" PVC 6-8 SDR 26	2,443.92	2,443.92	0.00	0.00	2,443.92	100.00%	0.00	244.39
CO#01-03	8" PVC 8-10 SDR 26	-539.20	-539.20	0.00	0.00	-539.20	100.00%	0.00	-53.93
CO#01-04	8" PVC 10-12 SDR26	1,468.04	1,468.04	0.00	0.00	1,468.04	100.00%	0.00	146.81
CO#01-05	8" PVC 12-14 SDR 26	-1,412.86	-1,412.86	0.00	0.00	-1,412.86	100.00%	0.00	-141.29
CO#01-06	8" PVC 14-16 SDR 26	1,576.04	1,576.04	0.00	0.00	1,576.04	100.00%	0.00	157.60
CO#01-07	8" PVC 16-18 SDR 26	-6,219.51	-6,219.51	0.00	0.00	-6,219.51	100.00%	0.00	-621.96
CO#01-08	MANHOLE 6-8	4,724.21	4,724.21	0.00	0.00	4,724.21	100.00%	0.00	472.42
CO#01-09	MANHOLE 8-10	-5,367.69	-5,367.69	0.00	0.00	-5,367.69	100.00%	0.00	-536.77
CO#01-10	MANHOLE 10-12	5,854.08	5,854.08	0.00	0.00	5,854.08	100.00%	0.00	585.41
CO#01-11	MANHOLE 12-14	-6,372.18	-6,372.18	0.00	0.00	-6,372.18	100.00%	0.00	-637.21
CO#01-12	SINGLE LATERAL	4,581.20	4,581.20	0.00	0.00	4,581.20	100.00%	0.00	458.12
CO#01-13	DOUBLE LATERAL	-2,089.36	-2,089.36	0.00	0.00	-2,089.36	100.00%	0.00	-208.94
CO#01-14	LIFT STATION	8,614.36	7,322.21	861.43	0.00	8,183.64	95.00%	430.72	818.37
CO#01-15	CLEAN SANITARY LINES	9.00	0.00	9.00	0.00	9.00	100.00%	0.00	0.90
CO#01-16	TEST SANITARY LINES	7.20	0.00	7.20	0.00	7.20	100.00%	0.00	0.72
CO#01-17	TV SANITARY LINES	9.90	0.00	9.90	0.00	9.90	100.00%	0.00	0.99
	SANITARY Totals	1,058,862.56	967,947.54	42,812.55	0.00	1,010,760.09	95.46%	48,102.47	101,076.03

CONTINUATION SHEET

Page 7 of 10

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice #: 2127-6

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			D From Previous Application (D+E)	This Period In Place					
Bill Group:	162086 STORM								
302	15" HDPE	12,381.60	12,381.60	0.00	0.00	12,381.60	100.00%	0.00	1,238.17
304	18" HDPE	40,800.60	40,800.60	0.00	0.00	40,800.60	100.00%	0.00	4,080.06
306	24" HDPE	138,193.80	138,193.80	0.00	0.00	138,193.80	100.00%	0.00	13,819.38
308	30" HDPE	90,959.40	90,959.40	0.00	0.00	90,959.40	100.00%	0.00	9,095.94
310	36" HDPE	39,500.00	39,500.00	0.00	0.00	39,500.00	100.00%	0.00	3,950.01
312	14" X 23" ERCP	3,619.84	3,619.84	0.00	0.00	3,619.84	100.00%	0.00	361.98
314	19" X 30" ERCP	1,911.12	1,911.12	0.00	0.00	1,911.12	100.00%	0.00	191.11
316	STORM MANHOLE	17,043.60	17,043.60	0.00	0.00	17,043.60	100.00%	0.00	1,704.37
318	J MANHOLE	8,100.90	8,100.90	0.00	0.00	8,100.90	100.00%	0.00	810.09
320	15" MES	1,545.72	1,545.72	0.00	0.00	1,545.72	100.00%	0.00	154.57
322	18" MES	2,597.85	2,597.85	0.00	0.00	2,597.85	100.00%	0.00	259.79
324	24" MES	11,066.90	11,066.90	0.00	0.00	11,066.90	100.00%	0.00	1,106.70
326	30" MES	10,932.70	10,932.70	0.00	0.00	10,932.70	100.00%	0.00	1,093.28
328	36" MES	5,356.62	5,356.62	0.00	0.00	5,356.62	100.00%	0.00	535.67
330	P-5 INLET	55,824.02	36,285.61	19,538.41	0.00	55,824.02	100.00%	0.00	5,582.41
332	P-6 INLET	113,603.62	73,842.35	39,761.27	0.00	113,603.62	100.00%	0.00	11,360.36
334	J-6 INLET	11,086.96	11,086.96	0.00	0.00	11,086.96	100.00%	0.00	1,108.71
336	TYPE C INLET	14,230.79	14,230.79	0.00	0.00	14,230.79	100.00%	0.00	1,423.07
338	TYPE D INLET	2,932.39	2,932.39	0.00	0.00	2,932.39	100.00%	0.00	293.24
340	D CONTROL STRUCTURE	37,899.84	37,899.84	0.00	0.00	37,899.84	100.00%	0.00	3,789.99
342	CLEAN STORM	17,211.36	0.00	17,211.36	0.00	17,211.36	100.00%	0.00	1,721.14
344	STORM INSPECTION	13,469.76	0.00	13,469.76	0.00	13,469.76	100.00%	0.00	1,346.98
346	WELL POINTS	35,525.00	35,525.00	0.00	0.00	35,525.00	100.00%	0.00	3,552.50
CO#01-18	18" RCP	2,292.08	2,292.08	0.00	0.00	2,292.08	100.00%	0.00	229.20
CO#01-19	24" RCP	16,075.76	16,075.76	0.00	0.00	16,075.76	100.00%	0.00	1,607.58
CO#01-20	15" HDPE	5,306.40	5,306.40	0.00	0.00	5,306.40	100.00%	0.00	530.64
CO#01-21	18" HDPE	5,010.60	5,010.60	0.00	0.00	5,010.60	100.00%	0.00	501.06
CO#01-22	24" HDPE	-4,971.00	-4,971.00	0.00	0.00	-4,971.00	100.00%	0.00	-497.10
CO#01-23	14" X 23" ERCP	-1,292.80	-1,292.80	0.00	0.00	-1,292.80	100.00%	0.00	-129.28
CO#01-24	19" X 30" ERCP	2,548.16	2,548.16	0.00	0.00	2,548.16	100.00%	0.00	254.82
CO#01-25	STORM MANHOLE	2,840.60	2,840.60	0.00	0.00	2,840.60	100.00%	0.00	284.06

CONTINUATION SHEET

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Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice # : 2127-6

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			D From Previous Application (D+E)	This Period In Place					
CO#01-26	18" MES	865.95	865.95	0.00	0.00	865.95	100.00%	0.00	86.60
CO#01-27	24" MES	-1,106.69	-1,106.69	0.00	0.00	-1,106.69	100.00%	0.00	-110.67
CO#01-28	19X30 MES	1,479.05	1,479.05	0.00	0.00	1,479.05	100.00%	0.00	147.91
CO#01-29	P-5 INLET	7,974.86	7,974.86	0.00	0.00	7,974.86	100.00%	0.00	797.49
CO#01-30	P-6 INLET	-13,108.11	-13,108.11	0.00	0.00	-13,108.11	100.00%	0.00	-1,310.81
CO#01-31	TYPE C INLET	10,164.85	10,164.85	0.00	0.00	10,164.85	100.00%	0.00	1,016.49
CO#01-32	TYPE V INLET	4,174.04	4,174.04	0.00	0.00	4,174.04	100.00%	0.00	417.40
CO#01-33	CLEAN STORM	1,556.64	0.00	1,556.64	0.00	1,556.64	100.00%	0.00	155.66
CO#01-34	STORM INSPECTION	1,218.24	0.00	1,218.24	0.00	1,218.24	100.00%	0.00	121.82
CO#01-35	WELL POINTS	3,185.00	3,185.00	0.00	0.00	3,185.00	100.00%	0.00	318.50
CO#02-01	DEMO 24" HDPE	1,184.00	0.00	1,184.00	0.00	1,184.00	100.00%	0.00	118.40
CO#02-02	DEMO 24" MES	375.00	0.00	375.00	0.00	375.00	100.00%	0.00	37.50
CO#02-03	MODIFY D INLET	475.00	0.00	475.00	0.00	475.00	100.00%	0.00	47.50
CO#02-04	24" HDPE	4,473.90	0.00	4,473.90	0.00	4,473.90	100.00%	0.00	447.39
CO#02-05	24" MES	1,106.69	0.00	1,106.69	0.00	1,106.69	100.00%	0.00	110.67
CO#02-08	DROP CURB	1,175.00	0.00	1,175.00	0.00	1,175.00	100.00%	0.00	117.50
CO#02-09	4' SIDEWALK 6" THICK	691.20	0.00	691.20	0.00	691.20	100.00%	0.00	69.12
	STORM Totals	739,488.81	637,252.34	102,236.47	0.00	739,488.81	100.00%	0.00	73,948.97
Bill Group:	162087 WATER								
402	4" PVC	20,465.50	20,465.50	0.00	0.00	20,465.50	100.00%	0.00	2,046.55
404	6" PVC	42,479.50	42,479.50	0.00	0.00	42,479.50	100.00%	0.00	4,247.95
406	8" PVC	122,371.60	122,371.60	0.00	0.00	122,371.60	100.00%	0.00	12,237.16
408	WM SINGLE SERVICE	23,483.98	23,483.98	0.00	0.00	23,483.98	100.00%	0.00	2,348.40
410	WM DOUBLE SERVICE	133,474.17	133,474.17	0.00	0.00	133,474.17	100.00%	0.00	13,347.41
412	WATER FITTINGS	39,421.51	39,421.51	0.00	0.00	39,421.51	100.00%	0.00	3,942.15
414	4" GATE VALVE	5,013.45	5,013.45	0.00	0.00	5,013.45	100.00%	0.00	501.35
416	6" GATE VALVE	5,064.44	5,064.44	0.00	0.00	5,064.44	100.00%	0.00	506.44
418	8" GATE VALVE	23,567.74	23,567.74	0.00	0.00	23,567.74	100.00%	0.00	2,356.77
420	FIRE HYDRANT	47,253.69	47,253.69	0.00	0.00	47,253.69	100.00%	0.00	4,725.37
422	2" BLOW OFF	2,685.96	2,685.96	0.00	0.00	2,685.96	100.00%	0.00	268.59
424	2" JUMPER	2,286.50	2,286.50	0.00	0.00	2,286.50	100.00%	0.00	228.65

CONTINUATION SHEET

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Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 04/25/22

To: 04/25/22

Architect's Project No.:

Invoice # : 2127-6

Contract : 2127. One Thousand Oaks

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
426	10" X 8" WET TAP	5,023.01	5,023.01	0.00	0.00	5,023.01	100.00%	0.00	502.31
428	TEST WATER LINES	15,848.25	15,848.25	0.00	0.00	15,848.25	100.00%	0.00	1,584.83
430	SAMPLE POINTS	8,864.40	0.00	8,864.40	0.00	8,864.40	100.00%	0.00	886.44
CO#01-36	12" PVC	2,292.00	2,292.00	0.00	0.00	2,292.00	100.00%	0.00	229.20
CO#01-37	4" PVC	-2,751.10	-2,751.10	0.00	0.00	-2,751.10	100.00%	0.00	-275.11
CO#01-38	6" PVC	556.50	556.50	0.00	0.00	556.50	100.00%	0.00	55.65
CO#01-39	8" PVC	-31,512.00	-31,512.00	0.00	0.00	-31,512.00	100.00%	0.00	-3,151.20
CO#01-40	10" PVC	55,968.00	55,968.00	0.00	0.00	55,968.00	100.00%	0.00	5,596.80
CO#01-41	WATER FITTINGS	6,611.35	6,611.35	0.00	0.00	6,611.35	100.00%	0.00	661.13
CO#01-42	4" GATE VALVE	-2,005.38	-2,005.38	0.00	0.00	-2,005.38	100.00%	0.00	-200.54
CO#01-43	8" GATE VALVE	-3,366.82	-3,366.82	0.00	0.00	-3,366.82	100.00%	0.00	-336.68
CO#01-44	10" GATE VALVE	5,549.62	5,549.62	0.00	0.00	5,549.62	100.00%	0.00	554.96
CO#01-45	FIRE HYDRANT	5,250.41	5,250.41	0.00	0.00	5,250.41	100.00%	0.00	525.04
CO#01-46	2" BLOW OFF	-1,790.64	-1,790.64	0.00	0.00	-1,790.64	100.00%	0.00	-179.07
CO#01-47	10" X 8" WET TAP	-5,023.01	-5,023.01	0.00	0.00	-5,023.01	100.00%	0.00	-502.31
CO#01-48	10" WET TAP	7,029.58	7,029.58	0.00	0.00	7,029.58	100.00%	0.00	702.96
CO#01-49	TEST WATER LINES	46.75	46.75	0.00	0.00	46.75	100.00%	0.00	4.68
CO#04-03	ADDITIONAL WATER SERVICE	2,789.82	0.00	2,789.82	0.00	2,789.82	100.00%	0.00	278.98
	WATER Totals	536,948.78	525,294.56	11,654.22	0.00	536,948.78	100.00%	0.00	53,694.86
Bill Group:	162088 MISC								
702	SURVEY	28,275.00	25,447.50	1,413.75	0.00	26,861.25	95.00%	1,413.75	2,686.14
704	ASBUILTS	9,930.88	7,944.70	1,489.64	0.00	9,434.34	95.00%	496.54	943.43
706	MOBILIZATION	19,438.50	15,550.80	1,943.85	0.00	17,494.65	90.00%	1,943.85	1,749.48
708	GEOTECH TESTING	45,600.00	41,040.00	0.00	0.00	41,040.00	90.00%	4,560.00	4,104.00
710	LOT TESTING	39,450.00	19,725.00	3,945.00	0.00	23,670.00	60.00%	15,780.00	2,367.00
712	ENVIRONMENTAL	2,800.45	2,800.45	0.00	0.00	2,800.45	100.00%	0.00	280.05
714	S.W.P.P.P.	3,600.00	3,240.00	0.00	0.00	3,240.00	90.00%	360.00	324.00
716	R/W PERMIT	6,310.86	6,310.86	0.00	0.00	6,310.86	100.00%	0.00	631.09
718	RIP RAP	20,220.80	10,110.40	8,088.32	0.00	18,198.72	90.00%	2,022.08	1,819.87
	MISC Totals	175,626.49	132,169.71	16,880.56	0.00	149,050.27	84.87%	26,576.22	14,905.06

Grand Totals	5,033,646.93	4,016,268.06	425,959.20	0.00	4,442,227.26	88.25%	591,419.67	444,222.90
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SITE WORK CONTRACT

PROJECT: ONE THOUSAND OAKS

OWNER: EAGLE HAMMOCK OF EAGLE LAKE, LLC
4900 DUNDEE ROAD
WINTER HAVEN, FL 33884

ENGINEER: GADD AND ASSOCIATES
ATTN: RODNEY A. GADD, P.E.
1925 US HWY 98 S., SUITE 201
LAKELAND, FL 33801

CONTRACTOR: Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773
Phone (407) 339-4839

CONTRACT AMOUNT: \$ 4,807,745.97

This Site Work Contract (the "Contract") is made this 29th day of June, 2021, by and between Blue Ox Enterprises, LLC (hereinafter referred to as the "Contractor") AND Eagle Hammock of Eagle Lake, LLC. (hereinafter referred to as the "Owner") to perform the Work as defined in Article 3.

ARTICLE 1 - CONTRACT DOCUMENTS.

1.1 The "Contract Documents" include the Contract and all documents attached to or incorporated by reference in this Contract; any modifications or changes to those documents after the execution of the Contract; and the documents identified in **Exhibit B**

1.2 These aforementioned Contract Documents form the Contract, and are all as fully a part of the Contract as if attached to this Contract or repeated herein. The Owner will supply Contractor with a complete set of the Contract Documents. Additional copies may be made at the Contractor's expense. The Contract Documents are available for review and copying at the Owner's address listed above during normal business hours. Contractor certifies that it has examined all of the Contract Documents, as defined in the preceding paragraph, prepared for the entire Project that define the Work of this Contract. The Contractor and its subcontractors and suppliers will be bound by all parts of the Contract Documents insofar as they relate in any way to the Work under this Subcontract.

1.3 The following Exhibits are attached to and incorporated by reference into this Subcontract:

EXHIBIT A: Proposal

EXHIBIT B: Contract Documents (Attach a complete listing by title, date and number of pages.)

EXHIBIT C: Pay Application with Schedule of Values

EXHIBIT D: Form of Partial Lien Release

EXHIBIT E: Form of Final Lien Release

EXHIBIT F: Schedule

EXHIBIT G: N/A

ARTICLE 2 – CONTRACT SUM AND PAYMENT

2.1 The Contract Amount is the amount first stated above.

2.2 Terms of Payment. Contractor shall submit to Owner an application for payment on the form contained in attached Exhibit C no later than the 25th day of the calendar month for the preceding thirty (30) days. Contractor's applications for payment shall be itemized and supported by Contractor schedule of values, also contained in Exhibit C. Payment applications shall include payment requests on account of properly authorized Change Orders. When applicable, the Contractor's applications for payment shall include the applicable lien release (partial lien release in the form provided in Exhibit D or final lien release in the form provided in Exhibit E for the Contractor, and its subcontractors, material suppliers and anyone else that has timely served a Notice to Owner pursuant to the requirements of Florida Statute § 713.06.

2.3 Final Payment. All conditions of this Contract which apply to partial payments shall also apply to final payments. It is further understood that receipt of any written guarantees or necessary brochures and data in the required amounts, as built drawings, and O&M manuals shall be conditions precedent to the Owner making final payment to Contractor. Notwithstanding anything to the contrary appearing herein or in any of the Contract Documents,

2.4 Owner reserves the right to issue payment jointly to the Contractor and its subcontractors, material suppliers and/or sub-subcontractors, if the Contractor has failed to make proper payments to any lienors who timely and properly served a notice to owner.

ARTICLE 3 -THE WORK.

3.1 Contractor shall provide all labor, materials, equipment and services necessary or incidental to complete the Work described in Exhibit A, and all of which shall be provided in full accord with the Contract Documents. Upon notification from Owner, Contractor shall commence

the Work. The Contractor shall complete the work in strict compliance with the Contract Documents and the Owner's Schedule.

3.2 Time is of the essence for this Contract. In the event that Contractor fails to comply or is otherwise unable to complete the Work and/or the time frame of performance and this failure is not corrected within five (5) business days after receipt of written notice from the Owner specifying the default, then without prejudice, Owner may furnish the necessary materials and/or employ the workers necessary to remedy the situation at the expense of Contractor. Contractor agrees to pay for any expense, including but not limited to, liquidated damages and/or road-user cost, that Owner may suffer as a result of Contractor's failure through causes within Contractor's control to carry out any provisions of this Subcontract, and Owner may deduct the costs thereof from any estimate otherwise due.

3.3 Contractor shall supervise its work with a competent representative who will be on the project site during all working hours of Contractor, and who will be vested with full authority to direct the performance of the work.

3.4 Owner shall pay for all permits and governmental fees, licenses, and inspections that may be required for the proper execution and completion of Contractor's Work.

3.5 Submittals. All samples and shop drawings which are required to be approved shall be submitted by Contractor in the format and quantities requested by Owner.

3.6 Clean Up. During the progress of the Work, Contractor shall store materials and equipment in an orderly manner and shall keep the premises at all times free from debris and obstructions. Upon completion of the Work, Contractor shall remove all temporary buildings or facilities erected or installed by Contractor or its subcontractors, all construction equipment, surplus materials, and supplies belonging to Contractor or its subcontractors, and shall leave the premises and the Work in perfect order, clean and ready for use.

3.7 Safety. The Contractor shall take all safety precautions according to current OSHA standards and generally accepted industry standards with respect to the performance of the Work and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property.

ARTICLE 5 – CHANGE ORDERS

All changes in, additions to and omissions from the Work and materials to be furnished under this Contract, as well as, any increase or decrease in the Contract Amount resulting from such changes shall be agreed upon in writing by the Owner and Contractor, such agreement not being valid unless signed by an officer of the Contractor.

ARTICLE 6 – CLAIMS

Any claim for adjustment of the Contract Amount under this must be made in writing within twenty (20) days from the date such changes are ordered by the Owner. The Contract Amount shall be equitably adjusted on account of any such changes.

ARTICLE 7 – TERMINATION

7.1 Termination for Default. If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents or otherwise fails to perform in accordance with this Contract (including voluntary termination) and fails within five (5) business days after receiving written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may cure the default and charge the cost to the Contractor.

ARTICLE 8 – INSURANCE

8.1 Prior to the start of the Contractor's work, The Contractor shall procure for the Contractor's Work and maintain in force throughout the completion of the Work, the following types of coverage:

A) Worker's Compensation in an amount that is no less than the minimum required by laws of the State where the Work is be performed.

B) Commercial General Liability Insurance. Commercial General Liability Insurance coverage must be on occurrence basis i.e. the must provide coverage for damage or injury suffered as a result of Contractor's defect work even if the date of injury or damage or the date of the claim occurs after the expiration of the policy. The policy must provide coverage for personal injury, bodily injury, wrongful death, broad form property damage, products and completed operations, Contractor's protective coverage and contractual liability to protect Contractor, Manager/owner's rep (if applicable), owner and all other indemnified parties identified in the Contract from all claims for personal injury (including wrongful death) and property damages and to protect the Owner against liability and indemnify Owner. Coverage shall be no less than \$1,000,000.00 per occurrence and no less than \$2,000,000.00 in the aggregate. If the Work includes subsurface activities, the policy must also provide coverage for explosion, collapse, and underground hazard.

8.2 The insurance shall include contractual liability insurance covering the Contractor's obligations under Article 9 herein, and insurer must waive all rights of subrogation and recovery against the Contractor, Owner, and indemnified parties identified in Article 9.

8.3 Comprehensive or Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

8.4 The Contractor shall promptly, upon request of the Contractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

8.5 Performance Bond and Payment Bond. Intentionally omitted.

ARTICLE 9 – INDEMNIFICATION

9.1 For and in consideration of 1% of the Subcontract amount and to the fullest extent permitted by law, the Contractor shall defend, indemnify, protect and hold harmless the Owner, from and against any and all losses, claims for damages and to reimburse the indemnified parties for any and all expenses, including attorney fees and costs, including expert witness fees, incurred pre-suit, and at the trial and appellate levels because of:

- (a) litigation on account of infringement or alleged infringement of any intellectual property rights by reason of the Work or materials or processes used by Contractor, its Contractors and/or suppliers;
- (b) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the Project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this Subcontract or any of the Contract Documents;
- (c) liability to Contractor resulting from Contractor's failure to comply with applicable licensing requirements or any other failure to comply with any state or federal law, state or federal regulation, any ordinance, or any code;
- (d) any personal injury, loss, damage or death to any person or persons and any property damage arising out of the performance or nonperformance of Work required in this Subcontract, including, without limitation, any personal injury or loss, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Contractor's indemnity hereunder shall not arise if such injury, loss, damage or death results from the gross negligence or willful, wanton or intentional misconduct of a party indemnified hereunder,

9.2 The monetary limit of Contractor's liability for indemnification shall be the greater of \$1,000,000.00 or the Subcontract amount.

ARTICLE 10 – DISPUTES

10.1 As a condition precedent to the filing of any suit or other legal proceedings, the Contractor and Owner shall endeavor to resolve claims, disputes or other matters in question by mediation. The parties shall share equally, the mediator's fee.

10.2 The prevailing party to any litigation, including bankruptcy litigation and appeals, as determined by the court, shall be entitled to an award of reasonable attorney's fees and cost from the non-prevailing party.

10.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out or related to this Subcontract shall be in Seminole County, Florida.

ARTICLE 11- MISCELLANEOUS

11.1 Assignment. Neither party may assign this contract without the written consent of the other party.

11.2 Notices. All notices which may be required or permitted under this Subcontract shall be in writing and shall be served via hand delivery or by U.S. Certified Mail Return Receipt Requested to persons and addresses identified below. The notice shall be deemed served as of (1) the date said notice was delivered by hand to the intended recipient, or (2) five (5) days after the date the notice was deposited in the U.S. Mail to the address of the recipient.

(a) Notices to Contractor:

Via U.S. Certified Mail Return Receipt Requested to:

Blue Ox Enterprises, LLC
500 North Way
Sanford, FL 32772
Attn: Matt Lembrich

(b) Notices to Owner:

Via U.S. Certified Mail Return Receipt Requested to:

**EAGLE HAMMOCK OF EAGLE LAKE, LLC
4900 DUNDEE ROAD
WINTER HAVEN, FL 33884**

11.1 Entire Agreement. This Contract represents the entire agreement between the Contractor and Owner, and it supersedes all prior, representations, understandings, statements, and negotiations by the Contractor or its employees.

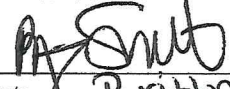
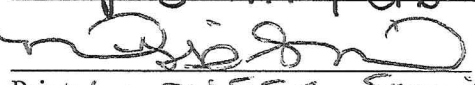
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

CONTRACTOR:



Steve Lembrich, Member Officer

Date: 1/7/2022

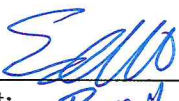
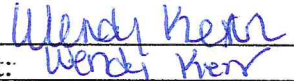
WITNESSES:


Print: Brittany Spirt

Print: Melissa Smith

OWNER:


Print: Brad Elliott

Date: 1/10/22


Print: Wendy Kerr

Print: Wendy Kerr



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2127. - One Thousand Oaks

Page 1

DATE: 1/26/2022
PCO#: EXT002

To: Branden Eckenrode

~~Wind Meadows, LLC~~

Eagle Hammock of Eagle Lake, LLC

From: Brittany Short

Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773

Phone:

Phone: 407-339-4800

Fax:

Fax: 407-339-4839

Email: branden@centerstatedev.com

Email: bshort@blueoxland.com

CC: Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Daniel David - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Halsey Carson - ~~Inman Groves Dendee Road, LLC~~ - Phone: - Fax:

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: TECO PLAN CHANGES

PCO Item	Quantity	UM	Unit Price	Amount
01 : DEMO 24" HDPE	64.00	LF	\$18.50	\$1,184.00
02 : DEMO 24" MES	1.00	EA	\$375.00	\$375.00
03 : MODIFY D INLET	1.00	EA	\$475.00	\$475.00
04 : 24" HDPE	90.00	LF	\$49.71	\$4,473.90
05 : 24" MES	1.00	EA	\$1,106.69	\$1,106.69
08 : DROP CURB	50.00	LF	\$23.50	\$1,175.00
09 : 4' SIDEWALK 6" THICK	36.00	LF	\$19.20	\$691.20

Total Amount \$9,480.79

Submitted By:

Brittany Short

Approved By:

Branden Eckenrode

3-23-22

BRITTANY SHORT
Blue Ox Enterprises, LLC

1/26/2022
Date

Branden Eckenrode
~~Wind Meadows, LLC~~

Date

Eagle Hammock of Eagle Lake, LLC



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2127. - One Thousand Oaks

Page 1

DATE: 4/06/2022
PCO#: EXT003

To: Halsey Carson
One Thousand Oaks

From: Brittany Short
Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773

Phone: 863-280-6921
Fax:
Email: halsey@centerstatedev.com

Phone: 407-339-4800
Fax: 407-339-4839
Email: bshort@blueoxland.com

CC: Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839
Daniel David - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: POWER CROSSINGS
 - Notes: 1.) Blue Ox to excavate trench previously backfilled by others, re-compact soil, place & grade 9" of road base (12" outside of back of curb) 2.) 10' of curb to be removed each time conduit crosses (i.e. 20' of curb per crossing) is included.

PCO Item	Quantity	UM	Unit Price	Amount
162040 01 : EXCAVATE AND BACKFILL CROSSING	20.00	EA	\$1,623.51	\$32,470.20
162040 02 : R&R MIAMI CURB	400.00	LF	\$44.19	\$17,676.00
162040 03 : GEO-TECH	1.00	LS	\$1,500.00	\$1,500.00
162060 04 : IRRIGATION CROSSINGS	60.00	LF	\$28.25	\$1,695.00
162040 05 : MOBILIZATION	1.00	LS	\$1,440.00	\$1,440.00

Total Amount **\$54,781.20**

Submitted By:

Brittany Short

Approved By:

Brandy Eckenrode

BRITTANY SHORT
Blue Ox Enterprises, LLC

4/06/2022
Date

~~Halsey Carson~~
One Thousand Oaks

Brandy Eckenrode

4-6-22
Date



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2127. - One Thousand Oaks

Page 1

DATE: 4/06/2022
PCO#: EXTCO04

To: Halsey Carson
One Thousand Oaks

From: Brittany Short
Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773

Phone:

Phone: 407-339-4800

Fax:

Fax: 407-339-4839

Email: halsey@centerstatedev.com

Email: bshort@blueoxland.com

CC: Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Daniel David - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: MISC. ITEMS

PCO Item	Quantity	UM	Unit Price	Amount
162081 01 : ASBESTOS REMOVAL	1.00	LS	\$4,440.00	\$4,440.00
162081 02 : OFFSITE CLEARING	1.00	LS	\$6,514.60	\$6,514.60
162087 03 : ADDITIONAL WATER SERVICE	1.00	EA	\$2,789.82	\$2,789.82
162081 04 : EXCAVATE-BURRY TRASH	6,400.00	CY	\$4.74	\$30,336.00
162081 05 : TRASH REMOVAL	12.00	LDS	\$428.53	\$5,142.36

Total Amount \$49,222.78

Submitted By:

Brittany Short

Approved By:

Braden Eckrode

BRITTANY SHORT
Blue Ox Enterprises, LLC

4/06/2022
Date

~~Halsey Carson~~
One Thousand Oaks

4-14-22
Date

Braden Eckrode



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2127. - Eagle Hammock

Page 1

DATE: 5/10/2022
PCO#: EXT005

To: Branden Eckenrode

Eagle Hammock

From: Brittany Short
Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773

Phone:

Fax:

Email: branden@centerstatedev.com

CC: Halsey Carson - Phone: 863-280-6921 - Fax:

Daniel David - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Phone: 407-339-4800

Fax: 407-339-4839

Email: bshort@blueoxland.com

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: SITE POWER LAYOUT

PCO Item	Quantity	UM	Unit Price	Amount
01 : SURVEY Cost Code: 161120	1.00	LS	\$9,338.00	\$9,338.00

Total Amount \$9,338.00

Submitted By:

Brittany Short

Approved By:

Branden Eckenrode

BRITTANY SHORT
Blue Ox Enterprises, LLC

5/10/2022
Date

Branden Eckenrode

5-11-22
Date



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2127. - Eagle Hammock

Page 1

DATE: 5/10/2022
PCO#: EXT006

To: Branden Eckenrode

From: Brittany Short
Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773

Phone:

Phone: 407-339-4800

Fax:

Fax: 407-339-4839

Email: branden@centerstatedev.com

Email: bshort@blueoxland.com

CC: Halsey Carson - Phone: 863-280-6921 - Fax:

Daniel David - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: OFFSITE FIRE HYDRANT RELOCATION

PCO Item	Quantity	UM	Unit Price	Amount
01 : RELOCATE FIRE HYDRANT Cost Code: 162087	1.00	EA	\$7037.00	\$7,037.00

Total Amount \$7,037.00

Submitted By:

Approved By:

BRITTANY SHORT

Blue Ox Enterprises, LLC

5/10/2022

Date

Branden Eckenrode

5-11-22
Date

Cost Code - 162088



CHANGE ORDER REQUEST

Blue Ox Enterprises, LLC
2127. - Eagle Hammock

Page 1

DATE: 5/23/2022
PCO#: EXTC007

To: Halsey Carson

From: Brittany Short
Blue Ox Enterprises, LLC
500 North Way
Sanford FL 32773

Phone: 863-280-6921

Fax:

Email: halsey@centerstatedev.com

CC: Branden Eckenrode - Phone: - Fax:

Daniel David - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Chelsea Thompson - Blue Ox Enterprises, LLC - Phone: 407-339-4800 - Fax: 407-339-4839

Phone: 407-339-4800

Fax: 407-339-4839

Email: bshort@blueoxland.com

Below is the detail for our proposal to complete the following changes in contract work:

- External Change Order: LOT TESTING DEDUCT

PCO Item	Quantity	UM	Unit Price	Amount
1 : DR HORTON LOT TESTING DEDUCT	-132.00	EA	\$150.00	\$-19,800.00

Total Amount \$-19,800.00

Submitted By:

Brittany Short

Approved By:

Branden Eckenrode

5/23/2022

Date

BRITTANY SHORT

Blue Ox Enterprises, LLC

5-23-22

Date

Branden Eckenrode

SECTION VIII

RESOLUTION 2022-47

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 24th 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 2nd 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

SECTION X

SECTION C

SECTION 1

Eagle Hammock
Community Development District

Unaudited Financial Reporting
June 30, 2022



Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Month to Month

Eagle Hammock
Community Development District
Combined Balance Sheet
June 30, 2022

	<i>General Fund</i>	<i>Total Governmental Fund</i>
Assets:		
Operating Account	\$ 35,000	\$ 35,000
Total Assets	\$ 35,000	\$ 35,000
Liabilities:		
Accounts Payable	\$ 32,015	\$ 32,015
Total Liabilities	\$ 32,015	\$ 32,015
Fund Balances:		
Unassigned	\$ 2,985	\$ 2,985
Total Fund Balances	\$ 2,985	\$ 2,985
Total Liabilities & Fund Balance	\$ 35,000	\$ 35,000

Eagle Hammock
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2022

	Proposed	Prorated Budget	Actual	
	Budget	Thru 06/30/22	Thru 06/30/22	Variance
Revenues				
Developer Contributions	\$ 75,516	\$ 35,000	\$ 35,000	\$ -
Total Revenues	\$ 75,516	\$ 35,000	\$ 35,000	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 7,000	\$ 4,000	\$ -	\$ 4,000
Engineering	\$ 8,750	\$ 5,000	\$ -	\$ 5,000
Attorney	\$ 14,583	\$ 8,333	\$ 6,777	\$ 1,556
Management Fees	\$ 20,417	\$ 11,667	\$ 10,255	\$ 1,411
Information Technology	\$ 1,050	\$ 600	\$ 440	\$ 160
Website Maintenance	\$ 2,450	\$ 1,400	\$ 2,190	\$ (790)
Telephone	\$ 175	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 583	\$ 333	\$ 33	\$ 300
Insurance	\$ 5,000	\$ 5,000	\$ 2,849	\$ 2,151
Copies	\$ 583	\$ 333	\$ -	\$ 333
Legal Advertising	\$ 10,000	\$ 5,714	\$ 9,341	\$ (3,627)
Contingency	\$ 4,000	\$ 2,286	\$ -	\$ 2,286
Office Supplies	\$ 365	\$ 209	\$ 6	\$ 203
Travel Per Diem	\$ 385	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 125	\$ 50
Total Expenditures	\$ 75,516	\$ 45,150	\$ 32,015	\$ 13,135
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 2,985	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 2,985	

Eagle Hammock
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,000	\$ -	\$ -	\$ -	35,000
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,000	\$ -	\$ -	\$ -	35,000
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	2,186	3,040	1,551	\$ -	\$ -	\$ -	\$ -	6,777
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	1,505	2,917	2,917	2,917	\$ -	\$ -	\$ -	10,255
Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	65	125	125	125	\$ -	\$ -	\$ -	440
Website Maintenance **	\$ -	\$ -	\$ -	\$ -	\$ -	65	1,875	125	125	\$ -	\$ -	\$ -	2,190
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2	9	22	\$ -	\$ -	\$ -	33
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	2,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,849
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	331	7,013	1,997	\$ -	\$ -	\$ -	\$ -	9,341
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3	0	3	\$ -	\$ -	\$ -	6
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	125
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	7,125	14,974	6,725	3,192	\$ -	\$ -	\$ -	32,015
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	(7,125)	(14,974)	(6,725)	31,808	\$ -	\$ -	\$ -	2,985