

*Hamilton Bluff
Community Development District*

Meeting Agenda

March 27, 2024

AGENDA

Hamilton Bluff

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

March 20, 2024

Board of Supervisors Hamilton Bluff Community Development District

Dear Board Members:

A Board of Supervisors meeting of the **Hamilton Bluff Community Development District** will be held on **Wednesday, March 27, 2024, at 9:45 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/81571978931>

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

Meeting ID: 815 7197 8931

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 28, 2024 Board of Supervisors Meeting
4. Consideration of Resolution 2024-04 Ratifying Series 2024 Bonds
5. Consideration of Disclosure of Public Financing
6. Ratification of Construction Items for Phase 1 and Phase 2
 - A. Notice to Proceed
 - B. Notice of Commencement
 - C. Temporary Construction Access and Easement Agreement
 - D. Construction Funding Agreement
7. Review and Ranking of Proposals Received for Eagle Landing Phase 2 RFP for Construction Services and Authorizing Staff to Send Notices of Intent to Award (*to be provided under separate cover*)
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
HAMILTON BLUFF
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hamilton Bluff Community Development District was held on Wednesday, **February 28, 2024**, at 9:45 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum were:

Lauren Schwenk	Vice Chairperson
Jessica Kowalski	Assistant Secretary
Bobbie Henley	Assistant Secretary
Eric Lavoie	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk <i>via Zoom</i>	District Counsel, Kilinski Van Wyk
Savannah Hancock <i>via Zoom</i>	District Counsel, Kilinski Van Wyk
Rey Malave <i>via Zoom</i>	District Engineer, Dewberry
Chace Arrington	District Engineer, Dewberry
Chuck Cavaretta	Developer's Office

The following is a summary of the discussions and actions taken at the February 28, 2024 Hamilton Bluff Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called roll. Three Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public members present at the meeting.

THIRD ORDER OF BUSINESS

Approval of Minutes of the January 24, 2024 Board of Supervisors Meeting

Ms. Burns presented the minutes from the January 24, 2024 Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Ms. Kowalski, seconded by Ms. Henley, with all in favor, the Minutes of the January 24, 2024 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Presentation and Approval of Engineer’s Report – Amended and Restated dated December 5, 2023, Revised February 23, 2024 – ADDED

Mr. Malave stated the report has a minor revision that was done, dated and noted as revised February 23, 2024. It was geared toward the cost table where some minor changes were made, other than that everything else is the same. This report provides for the changes to the boundary and total land of 710 acres and number of units by phase to the amended boundary. The cost estimate somewhat stayed the same other than minor changes based on recommendations from Lauren.

Mr. Van Wyk asked if it was Mr. Malave’s opinion that the costs outlined in this report are still fair and reasonable given the project to be constructed. Mr. Malave stated he does agree with that. Mr. Van Wyk asked if there is any reason why they wouldn’t be able to construct the improvements as outlined in the report. Mr. Malave stated none that he knows of.

On MOTION by Ms. Kowalski, seconded by Mr. Lavoie, with all in favor, the Engineer’s Report – Amended and Restated dated December 5, 2023, Revised February 23, 2024, was approved.

FIFTH ORDER OF BUSINESS

Presentation and Approval of Updated Supplemental Assessment Methodology Report for Assessment Area One dated January 3, 2024

Ms. Burns noted the only change to this report was the change in the CIP cost table for the Engineer’s Report. Because the bond sizing did not change, none of the other figures in the report changed. Mr. Van Wyk asked if it is still her opinion that the assessments are fairly and reasonably apportioned across the product type to be assessed. Ms. Burns stated yes. Mr. Van Wyk asked if it is her opinion that the benefit received by the parcels is equal to or greater than the burden placed upon the parcels by the assessments. Ms. Burns stated yes.

On MOTION by Ms. Kowalski, seconded by Ms. Henley with all in favor, the Updated Supplemental Assessment Methodology Report for Assessment Area One Dated January 3, 2024, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-03
Supplemental Assessment Resolution
(tabled from January 24, 2024 Board Meeting)**

Ms. Burns stated FMS is planning to price this week so the intent is to continue this meeting when they get to the end so there will be final numbers and approve this at a meeting that they are looking to schedule for March 5th.

**Lauren Schwenk joined the meeting at this time.*

SEVENTH ORDER OF BUSINESS

**Review and Ranking of Proposals
Received for Eagle Landing Phase 2 RFP
for Construction Services and Authorizing
Staff to Send Notices of Intent to Award (to
be provided under separate cover)**

Mr. Cavaretta noted they have received proposals but not ready to present them to the Board at this time. Ms. Burns stated this will be tabled until the March 5th meeting.

EIGHTH ORDER OF BUSINESS

**Consideration of 2024 Non-Ad Valorem
Contract Agreement with Polk County
Property Appraiser**

Ms. Burns stated this is the District’s annual renewal.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock and Mr. Van Wyk had nothing to report.

B. Engineer

Mr. Malave noted that he had nothing more to report.

C. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented the check register for Board’s review. She asked for any questions, otherwise looking for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the unaudited financial reports. There is no action required from the Board.

TENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Continuation of Meeting to Tuesday, March 5, 2024 at 1:30 PM at 346 E. Central Ave., Winter Haven, FL 33880

The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMILTON BLUFF 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 \$19,165,000 HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted Resolution Nos. 2022-26, 2022-39, and 2024-02 on March 8, 2022, April 27, 2022, and January 4, 2024, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of its Hamilton Bluff Community Development District \$19,165,000 Special Assessment Bonds, Series 2024 (Assessment Area One Project) (the “**Assessment Area One Bonds**”), for the purpose of financing the acquisition and/or construction of all or a portion of the public infrastructure necessary for 770 single-family lots, in Phase 1 and Phase 2 of the District (together, the “**Assessment Area One Project**”), as described in the *Hamilton Bluff Community Development District Engineer’s Report-Amended and Restated*, dated December 5, 2023, revised on February 23, 2024 (together, the “**Engineer’s Report**”); and

WHEREAS, the District closed on the issuance of the Assessment Area One Bonds on March 14, 2024; and

WHEREAS, as prerequisites to the issuance of the Assessment Area One Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, 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 Assessment Area One Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The issuance of the Assessment Area One 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 Assessment Area One Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Assessment Area One 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 27th day of March 2024.

ATTEST:

**HAMILTON BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION V

Upon recording, this instrument should be returned to:

Hamilton Bluff Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

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

Board of Supervisors¹

Hamilton Bluff Community Development District

Warren K. (Rennie) Heath II
Chairperson

Eric Lavoie
Assistant Secretary

Lauren O. Schwenk
Vice Chairperson

Bobbie Henley
Assistant Secretary

Jessica Kowalski
Assistant Secretary

Governmental Management Services – Central Florida, LLC
District Manager
219 E. Livingston Street
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 Street, Orlando, Florida 32801, 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 March 27, 2024. For a current list of Board Members, please contact the District Manager's office.

TABLE OF CONTENTS

Introduction	3
What is the District and how is it governed?.....	3
What infrastructure improvements does the District provide and how are the improvements funded?.....	4
Assessments, Fees and Charges	7
Method of Collection.....	7

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

INTRODUCTION

The Hamilton Bluff 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 stormwater management facilities, roadways, water and wastewater facilities, off-site improvements, amenities and parks, underground electric, street lighting, entry features, landscape, irrigation, and other related public infrastructure.

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 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-22-06, enacted by the Town Council of the Town of Lake Hamilton, Florida, on March 1, 2022, as amended by Ordinance No. O-24-06, effective April 2, 2024 (together, the “**Ordinance**”). The District encompasses approximately 710 acres of land, more or less, located entirely within the Town of Lake Hamilton, Florida (the “**Town**”). 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. 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 publicly noticed 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 710 acres of land. 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, roadways, water and wastewater facilities, off-site improvements, amenities and parks, underground electric, street lighting, entry features, landscape, irrigation, 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 *Hamilton Bluff Community Development District Engineer’s Report-Amended and Restated*, dated December 5, 2023, revised on February 23, 2024, which details all of the improvements contemplated for the completion of the infrastructure of the District (together, 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 30, 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 \$60,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On March 14, 2024, the District issued a series of bonds for purposes of financing the construction and acquisition costs of infrastructure for a portion of the Capital Improvement Plan (the “**Assessment Area One Project**”). On that date, the District issued its Hamilton Bluff Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One Project), in the principal amount of \$19,165,000 (the “**Assessment Area One Bonds**”).

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and/or wet retention for biological pollutant assimilation to

achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the county and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No 12105C0390G dated 12/22/2016 demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required the county and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections include a 24-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed curb is to be 2-foot wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights -of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and public.

Water and Wastewater Facilities

A potable drinking water distribution system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the Town of Lake Hamilton. The water system will be designed to provide equal distribution and redundancy. The system will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Lift stations are anticipated for this CIP. Flow

from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the Town's wastewater treatment facility.

The Town's public utilities will provide the reclaimed water to be used for all irrigation within the District. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in approximately four (4) years. Upon completion, the improvements required inspections will be completed and final certifications of completion will be obtained from SWFWMD, FDEP (water distribution and wastewater collection systems), and the Town of Lake Hamilton.

Amenities and Parks

The District will provide funding for an amenity center that is open to the residents and the public to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the various amenity centers within the District. In addition, there will be passive parks throughout the development, which will include benches and walking trails.

Electric and Lighting

The electric distribution system serving the District is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the District. The District presently intends to purchase, install, and maintain the street lighting along the internal roadways within the District or enter into a Lighting Agreement with Duke Energy for operation and maintenance of the street light poles and lighting service to the District. Only the differential cost of undergrounding wire in public right-of-way on District lands is included.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, entry features, and walls where required as a buffer at the entrances and along the outside boundary of the development, will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the District. Perimeter fencing will be provided at the site entrances and perimeters where required as a buffer.

Assessments, Fees and Charges

A portion of the master infrastructure improvements of the Assessment Area One Project, identified in the District's Capital Improvement Plan, were financed by the District from the proceeds of the sale of its Assessment Area One Bonds. The amortization schedules for the Assessment Area One 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 Hamilton Bluff Community Development District*, dated March 8, 2022, as supplemented by the *Supplemental Assessment Methodology for Assessment Area One*, dated March 1, 2024 (together, the "**Assessment Report**"), are available for review in the District's public records.

The Assessment Area One 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 Assessment Area One Project (the "**Assessment Area One Special Assessments**"). The Assessment Area One Special Assessments will be levied initially on approximately 164 acres within the District's Phase 1 and Phase 2, inclusive of 770 single family lots (together, "**Assessment Area One Lands**"). The Assessment Area One Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Assessment Area One Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Assessment Area One Project to those lands within the District benefiting from the Assessment Area One Project.

The Assessment Area One 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 Hamilton Bluff 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, Hamilton Bluff Community Development District, 219 E. Livingston Street, 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 ____ day of March 2024, and recorded in the Official Records of Polk County, Florida.

**HAMILTON BLUFF
COMMUNITY DEVELOPMENT DISTRICT**

Warren K. (Rennie) Heath II
Chairperson, Board of Supervisors

Witness

Witness

Print Name
Address: 346 East Central Ave
Winter Haven Florida 33880

Print Name
Address: 346 East Central Ave
Winter Haven Florida 33880

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of March 2024, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Hamilton Bluff Community Development District.

[notary seal]

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

EXHIBIT A

HAMILTON BLUFF CDD - LEGAL DESCRIPTION

A PORTION OF SECTIONS 15, 16 AND 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE N89°12'47"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1653.53 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°34'24"E, A DISTANCE OF 669.81 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 ; THENCE N89°09'48"E, ALONG SAID NORTH LINE, A DISTANCE OF 330.77 FEET TO A POINT ON THE WEST LINE OF THE OF THE W 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N00°34'42"W, ALONG SAID WEST LINE, A DISTANCE OF 669.52 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N00°29'23"W, ALONG SAID WEST LINE, A DISTANCE OF 659.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S89°12'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.63 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N00°30'31"W, ALONG SAID WEST LINE, A DISTANCE OF 659.95 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°13'10"E, ALONG SAID NORTH LINE, A DISTANCE OF 1323.69 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°28'16"E, ALONG SAID EAST LINE, A DISTANCE OF 838.42 FEET; THENCE DEPARTING SAID EAST LINE, RUN S89°16'42"W, A DISTANCE OF 65.66 FEET; THENCE S00°17'13"E, A DISTANCE OF 257.33 FEET; THENCE N89°12'33"E, A DISTANCE OF 66.49 FEET TO A EAST LINE OF THE E 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°28'16"E, ALONG SAID EAST LINE, A DISTANCE OF 224.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10; THENCE N89°12'40"E, ALONG SAID SOUTH LINE, A DISTANCE OF 330.69 FEET; THENCE DEPARTING SAID SOUTH LINE RUN, N00°27'05"W, A DISTANCE OF 1320.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE N89°08'16"E, ALONG SAID NORTH LINE, A DISTANCE OF 993.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE S00°23'34"E, ALONG SAID WEST LINE, A DISTANCE OF 1321.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE N89°12'40"E, ALONG THE SOUTH LINE, A DISTANCE OF 1322.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 14; THENCE N89°35'29"E, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 495.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°38'17"E, A DISTANCE OF 1332.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°31'38"E, ALONG SAID NORTH LINE, A DISTANCE OF 819.20 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S00°32'38"E, ALONG SAID EAST LINE, A DISTANCE OF 1332.24 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°28'31"W, ALONG SAID

NORTH LINE, A DISTANCE OF 1312.00 FEET TO A POINT ON THE WEST 1/4 CORNER OF SECTION 14; THENCE S89°01'06"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 2647.85 FEET TO THE EAST 1/4 CORNER OF SECTION 15; THENCE S89°00'52"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°00'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.90 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15 ; THENCE S00°34'37"E, ALONG SAID EAST LINE, A DISTANCE OF 1321.75 FEET TO A SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°11'27"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.97 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE S00°34'24"E, ALONG SAID EAST LINE, A DISTANCE OF 1319.71 FEET TO A POINT ON THE SOUTH LINE OF SECTION 16; THENCE N89°58'17"W, ALONG SAID SOUTH LINE, A DISTANCE OF 657.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 ; THENCE S00°16'55"E, ALONG SAID EAST LINE, A DISTANCE OF 666.11 FEET TO A POINT ON THE SOUTH LINE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE S89°56'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1317.23 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE N00°09'21"W, ALONG SAID WEST LINE, A DISTANCE OF 667.98 FEET TO A POINT ON THE NORTH LINE OF SECTION 21; THENCE S89°58'17"E, ALONG THE NORTH LINE, A DISTANCE OF 1315.77 FEET TO A POINT ON THE WEST LINE OF EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16 ; THENCE N00°37'16"W, ALONG SAID WEST LINE, A DISTANCE OF 1322.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16; THENCE N89°45'44"W, ALONG SAID SOUTH LINE, A DISTANCE OF 659.02 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16 ; THENCE N00°40'08"W, ALONG SAID WEST LINE, A DISTANCE OF 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1157.70 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY ; THENCE ALONG THE EAST LINE OF SCENIC HIGHWAY NORTH THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N02°51'16"E, A DISTANCE OF 128.34 FEET; THENCE S90°00'00"W, A DISTANCE OF 151.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1687.12 FEET, A CENTRAL ANGLE OF 04°39'37", A CHORD BEARING OF N07°53'51"E AND A CHORD DISTANCE OF 137.19 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.22 FEET TO THE END OF SAID CURVE; THENCE N84°25'58"W, A DISTANCE OF 17.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1670.12 FEET, A CENTRAL ANGLE OF 01°45'32", A CHORD BEARING OF N04°41'16"E AND A CHORD DISTANCE OF 51.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.27 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N89°14'11"E, A DISTANCE OF 89.31 FEET; THENCE N00°45'49"W, A DISTANCE OF 180.00 FEET; THENCE S89°14'11"W, A DISTANCE OF 84.00 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY ; THENCE N00°45'49"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 174.32 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 ; THENCE S89°34'39"E, ALONG SAID NORTH LINE, A DISTANCE OF 142.03 FEET;

THENCE DEPARTING SAID NORTH LINE, N00°45'49"W, A DISTANCE OF 335.14 FEET TO A POINT ON THE SOUTH OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°35'21"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1147.16 FEET TO A POINT ON THE WEST LINE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°39'21"W, ALONG SAID WEST LINE, A DISTANCE OF 335.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°36'03"E, ALONG SAID SOUTH LINE, A DISTANCE OF 661.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 670.98 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 ; THENCE S89°37'27"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.04 FEET TO A POINT ON THE WEST LINE OF SECTION 15; THENCE N00°32'54"W, ALONG SAID WEST LINE, A DISTANCE OF 671.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING AND ALSO BEING THE EAST RIGHT OF WAY LINE OF EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE ALONG THE SAID EAST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; N00°20'43"W, A DISTANCE OF 713.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 5763.12 FEET, A CENTRAL ANGLE OF 05°09'30", A CHORD BEARING OF N02°55'28"W AND A CHORD DISTANCE OF 518.67 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 518.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N00°05'35"W, A DISTANCE OF 106.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°51'55"E, ALONG SAID NORTH LINE, A DISTANCE OF 1318.69 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°13'08"E, ALONG SAID EAST LINE, A DISTANCE OF 1334.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S89°42'09"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 1292.86 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PORTION OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N89°22'01"E, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 662.05 FEET TO THE POINT OF BEGINNING; THENCE N89°22'01"E, ALONG THE NORTH LINE OF SECTION 22, A DISTANCE OF 662.05 FEET TO A POINT ON THE WEST LINE OF THE E 1/2 OF SAID SECTION 22; THENCE S00°21'23"E, ALONG SAID WEST LINE, A DISTANCE OF 2459.44 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"W, A DISTANCE OF 404.02 FEET; THENCE S00°00'00"E, A

DISTANCE OF 186.33 FEET; THENCE S89°24'17"W, A DISTANCE OF 257.22 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°20'35"W, ALONG SAID WEST LINE, A DISTANCE OF 645.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S89°23'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 223.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°21'03"E, A DISTANCE OF 645.24 FEET; THENCE S89°24'17"W, A DISTANCE OF 439.30 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°20'43"W, ALONG SAID WEST LINE, A DISTANCE OF 1310.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N89°23'09"E, ALONG SAID NORTH LINE, A DISTANCE OF 662.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°21'03"W, ALONG SAID WEST LINE, A DISTANCE OF 1330.56 FEET TO THE POINT OF BEGINNING.

TOTAL EXITING CDD LIMITS = 710 ACRES MORE OR LESS

SECTION VI

SECTION A



Dewberry Engineers Inc. | 407.843.5120
800 North Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803-3251 | www.dewberry.com

March 1, 2024

Via United States Mail and Electronic Mail

Mr. Patrick Braisted
Tucker Paving, Inc.
5658 Lucerne Park Road
Winter Haven, Florida 33881

**Re: Hamilton Bluff Community Development District (“District”) – Notice to Proceed
Phase 1/2 Construction Contract**

Dear Mr. Braisted:

You are hereby notified that the Contract Times under the *Standard Form of Agreement Between Owner and Contractor for Construction Contract*, dated December 19, 2023, with respect to Hamilton Bluff Community Development District Phase 1/2 master infrastructure construction services and Kokomo Road offsite improvements (the “Agreement”), will commence to run as of March 1, 2024. Accordingly, Tucker Paving, Inc. is to start performing its obligations under the Contract Documents referenced in the Agreement with respect to the District’s master infrastructure construction services and Kokomo Road offsite improvements. In accordance with Article 4 of the Agreement, the Work to be performed under the Agreement shall commence no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of this Notice and shall be substantially completed within **three hundred ninety-four (394)** consecutive calendar days from the date designated in this Notice (“Substantial Completion Date”). The entirety of the Work shall be ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions of the Agreement within **four hundred twenty-four (424)** calendar days from the date designated in this Notice (“Final Completion Date”).

Should you have any questions or require additional information, please do not hesitate to call. If none, please acknowledge your receipt of this Notice by signing the Acceptance attached hereto and returning to me at your earliest convenience.

Sincerely,


_____, P.E.
District Engineer

cc: Roy Van Wyk – District Counsel
Jill Burns – District Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for the Hamilton Bluff Community Development District Phase 1/2 master infrastructure construction services and Kokomo Road offsite improvements, with a Commencement Date of March 1, 2024, is hereby acknowledged:

OWNER:

HAMILTON BLUFF COMMUNITY DEVELOPMENT
DISTRICT

By: W. K. Heath

Name: Walter K Heath

Title: Chairman

Date: 3/7/2024, 2024

CONTRACTOR:

TUCKER PAVING, INC., a Florida corporation

By: Michael Felix

Name: Michael Felix

Title: VPC

Date: March 4th, 2024

SECTION B

Upon recording, please return to:
Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

NOTICE OF COMMENCEMENT

Permit Nos. _____
Parcel I.D. No.: Legal Description Attached.

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Polk County, Florida. The following information is provided in this Notice of Commencement.

1. Description of property (legal description of property and address if available):
That property identified at **Exhibit A**.

2. General description of improvements: including offsite improvements, stormwater management, utilities, and roadways per plans dated August 31, 2023 and August 28, 2023 respectively for Phase 1/2.

3. Owner information
 - a) Name and address: Hamilton Bluff Community Development District
c/o Governmental Management Services, LLC
219 E. Livingston St.
Orlando, FL 32801
 - b) Interest in property: Easement
 - c) Name and address of fee simple titleholder (if other than owner): GLK Hamilton Bluff, LLC

4. Contractor (name and address): Tucker Paving, Inc., 5658 Lucerne Park Road, Winter Haven, Florida 33881.

5. Surety
 - a) Name and address: Liberty Mutual Insurance Company
175 Berkley Street
Boston, Massachusetts 02116
 - b) Amount of bond: \$23,321,646.06

6. Lender (name and address): N/A

7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.

Name and address: Jill Burns, Governmental Management Services, LLC, 219 E. Livingston St., Orlando, FL 32801

8. In addition, owner designates the following individual to receive a copy of any notices: N/A

9. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes.

Attest:

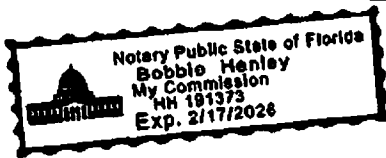
HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Assistant Secretary

[Signature]
Chairman, 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 11 day of March 2024, by Warren K. ("Rennie") Heath II, as Chairman of the Board of Supervisors of the Hamilton Bluff Community Development District, who is personally known to me or produced _____ as identification.



[Signature]
(Official Notary Signature & Seal)
Print Name: Bobbie Henley
Notary Public, State of Florida

EXHIBIT A: Legal Description of Site
EXHIBIT B: Performance and Payment Bonds

EXHIBIT A:

HAMILTON BLUFF PHASE 1/2

A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE N89°12'47"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1653.53 FEET TO THE EAST LINE OF WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID NORTH LINE, RUN ALONG SAID EAST LINE, S00°34'24"E, A DISTANCE OF 1339.61 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°06'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.65 FEET, TO THE EAST LINE OF THE WEST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE DEPARTING SAID SOUTH LINE, RUN, ALONG SAID EAST LINE, S00°00'00"E, A DISTANCE OF 670.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N89°04'56"E, ALONG SAID SOUTH LINE, A DISTANCE OF 337.48 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S00°34'06"E, ALONG SAID EAST LINE, A DISTANCE OF 670.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°00'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 15, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.16 FEET, TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 300.05 FEET; THENCE, DEPARTING SAID WEST LINE, RUN N89°33'14"W, A DISTANCE OF 250.04 FEET; THENCE S00°36'07"E, A DISTANCE OF 300.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1567.82 FEET; THENCE DEPARTING SAID WEST LINE, RUN N02°51'16"E, A DISTANCE OF 128.34 FEET; THENCE S90°00'00"W, A DISTANCE OF 151.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1687.12 FEET, A CENTRAL ANGLE OF 04°39'37", A CHORD BEARING OF N07°53'51"E AND A CHORD DISTANCE OF 137.19 FEET AND ALSO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE ALONG THE EAST LINE OF SCENIC HIGHWAY NORTH THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.22 FEET TO THE END OF SAID CURVE; THENCE N84°25'58"W, A DISTANCE OF 17.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1670.12 FEET, A CENTRAL ANGLE OF 01°45'32", A CHORD BEARING OF N04°41'16"E AND A CHORD DISTANCE OF 51.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.27 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N89°14'11"E, A DISTANCE OF 89.31 FEET; THENCE N00°45'49"W, A DISTANCE OF 180.00 FEET; THENCE S89°14'11"W, A DISTANCE OF 84.00 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°45'49"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 174.32 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°34'39"E, ALONG SAID SOUTH LINE, A DISTANCE OF 142.03 FEET; THENCE DEPARTING SAID SOUTH LINE, N00°45'49"W, A DISTANCE OF 335.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°35'21"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1147.16 FEET TO A POINT ON THE WEST

LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°39'21"W, ALONG SAID WEST LINE, A DISTANCE OF 335.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°36'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 670.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 16; THENCE S89°37'27"E, ALONG SAID NORTH LINE, A DISTANCE OF 662.04 FEET TO A POINT ON THE WEST LINE OF SECTION 15; THENCE N00°32'54"W, ALONG SAID WEST LINE, A DISTANCE OF 671.24 FEET TO THE POINT OF BEGINNING.

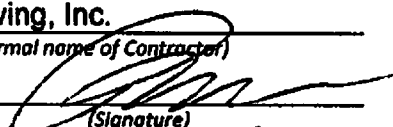
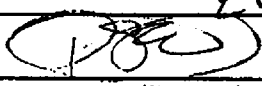

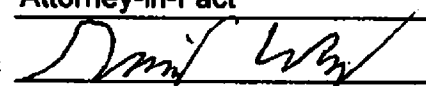
CONSISTING OF 164 ACRES MORE OR LESS

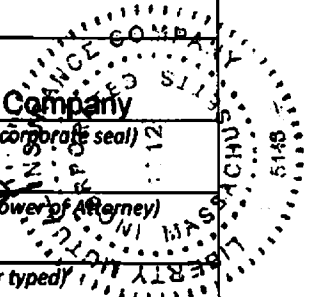
EXHIBIT B



Bond Number Assigned by Surety:
964234653

PERFORMANCE BOND

<p>Contractor Name: Tucker Paving, Inc. Address (principal place of business): 5658 Lucerne Park Road Winter Haven, Florida 33881 Telephone Number: (863) 299-2262</p>	<p>Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkley Street, Boston, MA 02116 Telephone Number: (610)-832-8240</p>
<p>Owner Name: Hamilton Bluff Community Development District Mailing address (principal place of business): 219 E. Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524</p>	<p>Contract Description (name and location): Hamilton Bluff Community Development District, MASTER INFRASTRUCTURE IMPROVEMENTS AND KOKOMO ROAD OFFSITE ROADWAY IMPROVEMENTS, Polk County, Florida Contract Price: \$23,321,646.06 Effective Date of Contract: December 20, 2023</p>
<p>Bond Bond Amount: \$23,321,646.06 (Contract Price) Date of Bond: December 20, 2023 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Tucker Paving, Inc. <i>(Full formal name of Contractor)</i> By:  <i>(Signature)</i> Name: Patrick Braisted <i>(Printed or typed)</i> Title: EUP Attest:  <i>(Signature)</i> Name: Patrick Scott Elswick <i>(Printed or typed)</i> Title: Project Manager</p>	<p>Surety Liberty Mutual Insurance Company <i>(Full formal name of Surety) (Corporate seal)</i> By:  <i>(Signature) (Attach Power of Attorney)</i> Name: Taylor Wagner <i>(Printed or typed)</i> Title: Attorney-in-Fact Attest:  <i>(Signature)</i> Name: Daniel F. Wagner <i>(Printed or typed)</i> Title: Secretary</p>



Bond Number Assigned by Surety:

964234653

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

Bond Number Assigned by Surety:
964234653

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

EICDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 3 of 4

Bond Number Assigned by Surety:
964234653

statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

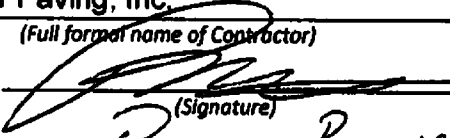
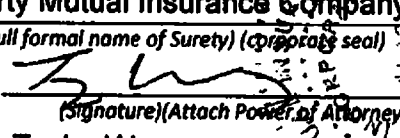
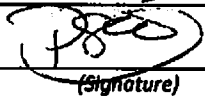
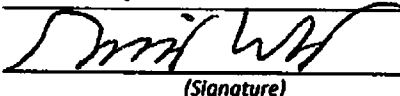
14. Definitions

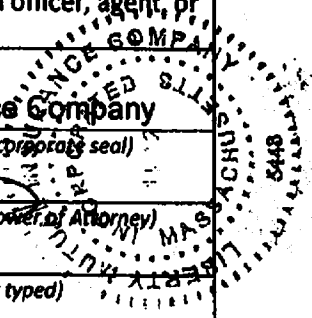
- 14.1. *Balance of the Contract Price***—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract***—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default***—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default***—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents***—All the documents that comprise the agreement between the Owner and Contractor.
- 15.** If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:
964234653

PAYMENT BOND

<p>Contractor Name: Tucker Paving, Inc. Address (principal place of business): 5658 Lucerne Park Road Winter Haven, Florida 33881 Telephone Number: (863) 299-2262</p>	<p>Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkley Street, Boston, MA 02116 Telephone Number: (610)-832-8240</p>
<p>Owner Name: Hamilton Bluff Community Development District Mailing address (principal place of business): 219 E. Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524</p>	<p>Contract Description (name and location): Hamilton Bluff Community Development District, MASTER INFRASTRUCTURE IMPROVEMENTS AND KOKOMO ROAD OFFSITE ROADWAY IMPROVEMENTS Polk County, Florida Contract Price: \$23,321,646.06 Effective Date of Contract: December 20, 2023</p>
<p>Bond Bond Amount: \$23,321,646.06 (Contract Price) Date of Bond: December 20, 2023 <small>(Date of Bond cannot be earlier than Effective Date of Contract)</small> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Tucker Paving, Inc. <small>(Full formal name of Contractor)</small></p>	<p>Surety Liberty Mutual Insurance Company <small>(Full formal name of Surety) (Corporate Seal)</small></p>
<p>By:  <small>(Signature)</small></p>	<p>By:  <small>(Signature) (Attach Power of Attorney)</small></p>
<p>Name: Patrick Braisted <small>(Printed or typed)</small></p>	<p>Name: Taylor Wagner <small>(Printed or typed)</small></p>
<p>Title: EVP</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  <small>(Signature)</small></p>	<p>Attest:  <small>(Signature)</small></p>
<p>Name: Patrick Scott Eswick <small>(Printed or typed)</small></p>	<p>Name: Daniel F. Wagner <small>(Printed or typed)</small></p>
<p>Title: PROJECT MANAGER</p>	<p>Title: Secretary</p>



Bond Number Assigned by Surety:

964234653

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

16. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
17. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
18. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
19. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 19.1. Claimants who do not have a direct contract with the Contractor
 - 119..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 119..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 19.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
20. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
21. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 21.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 21.2. Pay or arrange for payment of any undisputed amounts.

Bond Number Assigned by Surety:
964234653

- 21.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
22. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
23. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
24. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
25. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
26. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
27. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
28. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
29. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
30. Definitions
- 30.1. *Claim*—A written statement by the Claimant including at a minimum:

130.1. The name of the Claimant;

EJCDC® C-615, Payment Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 3 of 4

Bond Number Assigned by Surety:

964234653

- 130..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 130..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 130..4. A brief description of the labor, materials, or equipment furnished;
 - 130..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 130..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 130..7. The total amount of previous payments received by the Claimant; and
 - 130..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 30.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 30.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 30.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 30.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
31. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
32. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201369

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, executes the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any officer or official of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2023.



By: Renee C. Llewellyn, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-368-6333

STATE OF PENNSYLVANIA
This is to certify that the foregoing is a true and correct copy of the original power of attorney as received in this office.
Official Seal of Notary Public
STACY M. BUTTERFIELD POLK
By:

SECTION C

Prepared By and Return To

Roy Van Wyk, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(HAMILTON BLUFF CDD PHASE 1 AND 2)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 8TH day of March 2024, by and between **GLK HAMILTON BLUFF, LLC**, a Florida limited liability company, whose address is 212 E Stuart Avenue, Lake Wales, Florida 33853 (“**Grantor**”) in favor of **HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 346 E. Central Avenue, Winter Haven, Florida 33880 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District, identified as Phase 1 and Phase 2, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

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

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

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

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

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

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

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

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

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

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair

such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

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

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

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

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

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges

and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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

“GRANTOR”

WITNESSES:

GLK HAMILTON BLUFF, LLC,
a Florida limited liability company

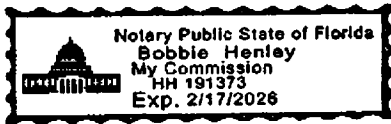
Erin Cassidy
Print: Erin Cassidy
Address: 346 E Central Ave
Winter Haven, FL 33889

Lauren O. Schwenk
By: Lauren O. Schwenk
Its: Manager

Eric Lawdie
Print: Eric Lawdie
Address: 346 E Central Ave
Winter Haven FL 33880

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of March 2024, by Lauren O. Schwenk, as Manager of GLK Hamilton Bluff, LLC, on behalf of the companies.



Bobbie Henley
(Official Notary Signature & Seal)
Name: Bobbie Henley
Personally Known
OR Produced Identification _____
Type of Identification _____

"GRANTEE"

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

Signed, sealed and delivered
in the presence of:

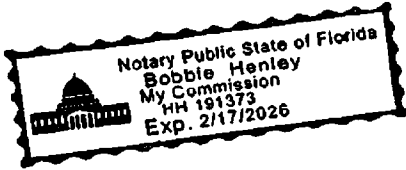
Jessica Perry
Print Name: Jessica Perry
Address: 346 E Central Ave
Winter Haven FL 33880

Warren K. Heath II
Chairperson, Board of Supervisors

Kristin Cassidy
Print Name: Kristin Cassidy
Address: 346 E Central Ave
Winter Haven FL 33880

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of March 2024, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Hamilton Bluff Community Development District.



Bobbie Henley
(Official Notary Signature & Seal)
Name: Bobbie Henley
Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A

HAMILTON BLUFF CDD PHASE 1 AND 2

A PORTION OF SECTIONS 15, AND 16, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE N89°12'47"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1653.53 FEET TO THE EAST LINE OF WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID NORTH LINE, RUN ALONG SAID EAST LINE, S00°34'24"E, A DISTANCE OF 1339.61 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°06'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.65 FEET, TO THE EAST LINE OF THE WEST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE DEPARTING SAID SOUTH LINE, RUN, ALONG SAID EAST LINE, S00°00'00"E, A DISTANCE OF 670.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N89°04'56"E, ALONG SAID SOUTH LINE, A DISTANCE OF 337.48 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S00°34'06"E, ALONG SAID EAST LINE, A DISTANCE OF 670.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°00'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 15, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 660.16 FEET, TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 300.05 FEET; THENCE, DEPARTING SAID WEST LINE, RUN N89°33'14"W, A DISTANCE OF 250.04 FEET; THENCE S00°36'07"E, A DISTANCE OF 300.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1567.82 FEET; THENCE DEPARTING SAID WEST LINE, RUN N02°51'16"E, A DISTANCE OF 128.34 FEET; THENCE S90°00'00"W, A DISTANCE OF 151.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1687.12 FEET, A CENTRAL ANGLE OF 04°39'37". A CHORD BEARING OF N07°53'51"E AND A CHORD DISTANCE OF 137.19 FEET AND ALSO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE ALONG THE EAST LINE OF SCENIC HIGHWAY NORTH THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.22 FEET TO THE END OF SAID CURVE; THENCE N84°25'58"W, A DISTANCE OF 17.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1670.12 FEET, A CENTRAL ANGLE OF 01°45'32", A CHORD BEARING OF N04°41'16"E AND A CHORD DISTANCE OF 51.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.27 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N89°14'11"E, A DISTANCE OF 89.31 FEET; THENCE N00°45'49"W, A DISTANCE OF 180.00 FEET; THENCE S89°14'11"W, A DISTANCE OF 84.00 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°45'49"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 174.32 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°34'39"E, ALONG SAID SOUTH LINE, A DISTANCE OF 142.03 FEET; THENCE DEPARTING SAID SOUTH LINE, N00°45'49"W, A DISTANCE OF 335.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°35'21"E, ALONG SAID SOUTH LINE, A DISTANCE

OF 1147.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°39'21"W, ALONG SAID WEST LINE, A DISTANCE OF 335.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°36'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 670.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 16; THENCE S89°37'27"E, ALONG SAID NORTH LINE, A DISTANCE OF 662.04 FEET TO A POINT ON THE WEST LINE OF SECTION 15; THENCE N00°32'54"W, ALONG SAID WEST LINE, A DISTANCE OF 671.24 FEET TO THE POINT OF BEGINNING.

CONSISTING OF 164 ACRES MORE OR LESS

SECTION D

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
HAMILTON BLUFF COMMUNITY DEVELOPMENT
DISTRICT AND GLK HAMILTON BLUFF, LLC
(PHASE 1 AND PHASE 2)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of 8TH day of March 2024, by and between:

HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“District”), and

GLK HAMILTON BLUFF, LLC, a Florida limited liability company, and owner of certain lands within the District, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Developer”)

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of County Commissioners of Polk County, 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 Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified in the Engineers Report (as defined below, the undeveloped lands described therein being the "Development") upon which the District's improvements have been or will be made; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities for the area known as Phase 1 and Phase 2 within the District, which are described in the *Hamilton Bluff Community Development District Engineer's Report-Amended and Restated*, dated December 5, 2023, revised on February 23, 2024 (the “Engineer’s Report”), attached hereto as **Exhibit A** (the “Engineer’s Report”) including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and


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

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

ATTEST:


**HAMILTON BLUFF COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Vice/Chairperson, Board of Supervisors

WITNESS:

**GLK HAMILTON BLUFF, LLC a
Florida limited liability company**


Print: Bobbie Henley


By: Lauren O. Schwenk
Its: Manager

Exhibit A: Hamilton Bluff Community Development District Engineer's Report-Amended and Restated, dated December 5, 2023, revised on February 23, 2024

REFERENCE NO. 50151874

.....

HAMILTON BLUFF

COMMUNITY DEVELOPMENT DISTRICT

Engineer's Report – Amended and Restated

DECEMBER 5, 2023

REVISED FEBRUARY 23, 2024



ORIGINAL

SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407.843.5120

SUBMITTED TO

Hamilton Bluff CDD
Attention: Jill Burns
219 E. Livingston Street
Orlando, Florida 32801
407.841.5524

Table of Contents

1. Introduction	3
2. Purpose and Scope	4
3. The Development	4
4. Capital Improvements	4
5. Capital Improvement Plan Components	5
5.1 Stormwater Management Facilities	5
5.2 Public Roadways	5
5.3 Water and Wastewater Facilities	5
5.4 Off-Site Improvements	6
5.5 Amenities and Parks	6
5.6 Electric Utilities	6
5.7 Entry Feature	6
5.8 Miscellaneous	6
5.9 Permitting	6
6. Recommendation	7
7. Report Modification	7
8. Summary and Conclusion	7
9. Engineer’s Certification	7

Table of Tables

Table 1.1 Land Use Summary 3

Table 1.2 Lot Types..... 4

Table 5.1 Permit Status 7

List of Exhibits

Boundary MapExhibit 1

Legal Description (Existing Boundary)Exhibit 2

Legal; Description (Expansion Boundary).....Exhibit 3

Legal Description (Overall Boundary).....Exhibit 4

Boundary MapExhibit 3

Utility Location Map and Drainage Flow Pattern MapExhibit 6

Summary of District Facilities.....Exhibit 7A

Cost Estimate.....Exhibit 7B

Existing Land Use.....Exhibit 8

Future Land Use.....Exhibit 9

Phase MapExhibit 10

1. Introduction

Hamilton Bluff Community Development District (the “District” or “CDD”) is located entirely within the Town of Lake Hamilton, Florida (the “Town”), Polk County, Florida. It is located east of SR 17 at the crossroads of Water Tank Road and Detour Road. The District’s northern border is along Kokoma Road (County Road 546 East) and the southern border is along Hatchineha Road (County Road 542). The District includes property both east and west of Detour Road. The District currently contains approximately 710 acres and is expected to consist of 2,723 residential lots of various sizes of single-family (SF) units with recreation/amenity areas, parks, and associated infrastructure for the development. The District once expanded will consist of 2,723 SF and additional amenity facilities.

The CDD was established under Town Ordinance O-22-06 which was approved by the Town Commission on March 1, 2022. On April 27, 2022, the District’s Board of Supervisors adopted Resolution 2022-38 authorizing the filing of a petition to amend the District’s external boundaries, (the “Petition”) to add additional lands. The petition was submitted to the Town on December 5, 2022, and is expected to be considered favorably. In anticipation of petition approval and the expansion of the District’s external boundaries, this report includes the reasonable and expected cost estimates for the necessary public infrastructure required to serve the additional lands described in this report as Phases 2 (Brook Hollow), 4 (Hamilton Bluff), and 5 (Eagle Trace). This report has also been updated to reflect the current CDD development plan as well as to further refine cost estimates for the public improvements described herein. The District will own and operate the public roadways, utility systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer (“Developer”) is GLK Real Estate, LLC, is based in Winter Haven, Florida. The development is approved land use as Residential Medium Density to be constructed in a single phase. A land use summary is presented in Table 1.

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

The Capital Improvement Plan (CIP) or this Engineer’s Report reflects the present intentions of the District and the landowners. It should be noted that the location of the 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 to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	67.7 ac
Residential Land (Single-Family Lots)	393.7 ac
Roadways Infrastructure & Public Facilities	223.7 ac
Open Space/Conservation Areas/Parks	24.9 ac
TOTAL	710.0 ac

Table 1.2 Lot Totals by Subdivision

LOT TOTALS BY SUBDIVISION	
SUBDIVISION	LOT COUNT
HAMILTON BLUFF PHASES 1 & 2	770
HAMILTON BLUFF PHASE 3	357
HAMILTON BLUFF PHASE 4	1,152
EAGLE TRACE	234
BROOK HOLLOW PHASE 2	210
TOTAL LOT COUNT	2,723

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 the best available information, which includes, but is not limited, to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

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

2. Purpose and Scope

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District expansion. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer’s Report.

3. The Development

The development will consist of a total of 2,723 residential units and associated infrastructure. The development is a planned residential community consisting of 710 acres located along the east and west sides of Detour Road, with the northern boundary along Kokomo Road (CR 546 East), and the southern boundary along Hatchineha Road (CR 542). It is located entirely within the Town of Lake Hamilton, Florida in Polk County. The land use and zoning for the development is Residential Medium Density. The development will be constructed in five (5) phases over an estimated four (4) year period.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer infrastructure including a lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater

facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the lift station serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding of power within the public rights-of-way or easements will be funded by the District.

The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by the public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the county and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No 12105C0390G dated 12/22/2016 demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required the county and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The proposed public roadway sections include a 24-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

5.3 Water and Wastewater Facilities

A potable drinking water distribution system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the Town of Lake Hamilton. The water system will be designed to provide equal distribution and redundancy. The system will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under

the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the Town's wastewater treatment facility.

The Town's public utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in approximately four (4) years. Upon completion, the improvements required inspections will be completed and final certifications of completions will be obtained from SWFWMD, FDEP (water distribution and wastewater collection systems), and the Town of Lake Hamilton.

5.5 Amenities and Parks

The District will provide funding for an amenity center that is open to the residents and the public to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the various amenity centers within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails.

5.6 Electric Utilities

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding for the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke), with Duke providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls where required as a buffer at the entrances and along the outside boundary of the development, will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters where required as a buffer. These items will be funded, owned, and maintained by the CDD.

5.8 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 to benefit all 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/residential planned development.

5.9 Permitting

Construction permits for all phases are required and include plan approvals from the SWFWMD, FDEP, Town of Lake Hamilton, and Polk county. Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.

Table 5.1 Permit Status for Phases 1 & 2

PERMIT STATUS	
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE
Zoning Approval	Residential Planned Unit Development (RPUD) Approved 12/15/22
Preliminary Plat	Approved 3/9/2023
SWFWMD ERP	Approved 12/5/2022
Construction Plan approvals	Approved 3/2/2023
FDEP Sanitary Sewer General Permit	Approved 5/3/2023
FDEP Polk County Health Dept. Water Distribution General Permit	Approved 5/19/2023

6. Recommendation

As previously described, the public infrastructure, as described, is necessary for the development and functional operation as required by the Town. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of Polk County and SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, FDEP, Polk County, and Town of Lake Hamilton utilities’ regulations.

7. Report Modification

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

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The Development will serve its intended function provided the construction is in substantial compliance with the design. The Development’s construction is based upon current development plans.

9. Engineer’s Certification

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 and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and the Town. 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.

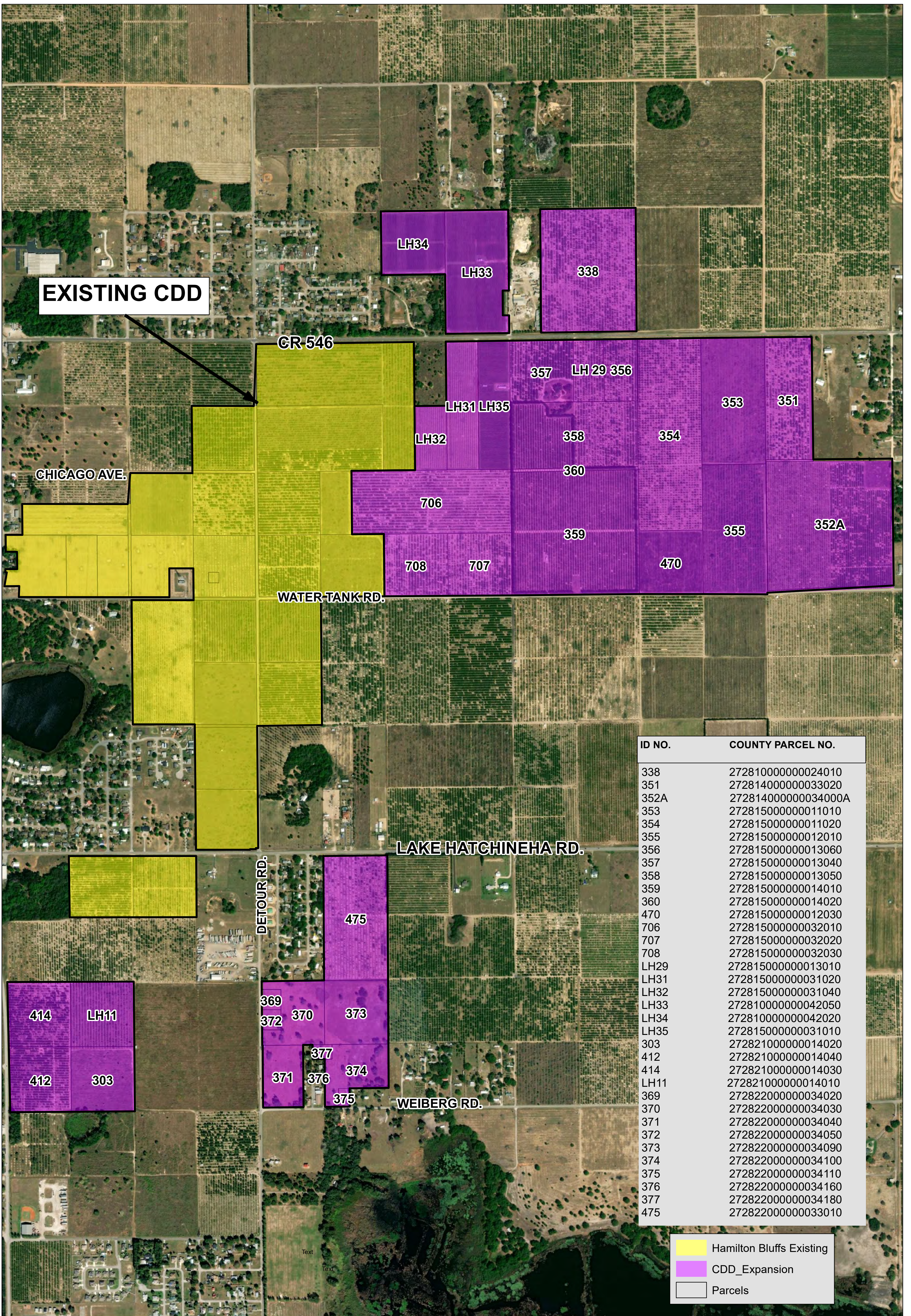
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for Hamilton Bluff Community Development District.



Reinardo Malavé, P.E.

Florida License No. 31588

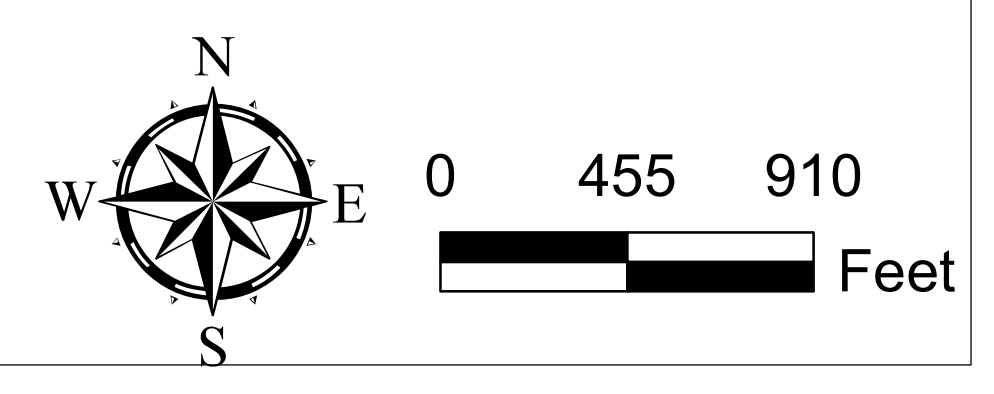


ID NO.	COUNTY PARCEL NO.
338	27281000000024010
351	272814000000033020
352A	272814000000034000A
353	272815000000011010
354	272815000000011020
355	272815000000012010
356	272815000000013060
357	272815000000013040
358	272815000000013050
359	272815000000014010
360	272815000000014020
470	272815000000012030
706	272815000000032010
707	272815000000032020
708	272815000000032030
LH29	272815000000013010
LH31	272815000000031020
LH32	272815000000031040
LH33	272810000000042050
LH34	272810000000042020
LH35	272815000000031010
303	272821000000014020
412	272821000000014040
414	272821000000014030
LH11	272821000000014010
369	272822000000034020
370	272822000000034030
371	272822000000034040
372	272822000000034050
373	272822000000034090
374	272822000000034100
375	272822000000034110
376	272822000000034160
377	272822000000034180
475	272822000000033010

Hamilton Bluffs Existing
 CDD_Expansion
 Parcels

TOWN OF LAKE HAMILTON

EXHIBIT 1 - BOUNDARY MAP HAMILTON BLUFF CDD



Drawing name: C:\Users\wsamalat\AppData\Local\Temp\AcPublish_34572\50156285\sketch_Hamilton Bluff_CDD.dwg DEW desc. & sketch Sheet 2 Nov 27, 2023 12:39pm by wsamalat

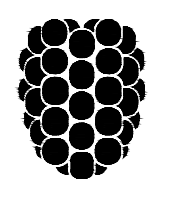
LEGAL DESCRIPTION:

A PORTION OF SECTIONS 15, 16 AND 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE N89°12'47"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1653.53 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°34'24"E, A DISTANCE OF 1339.61 FEET TO THE SOUTH LINE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°06'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.65 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°00'00"E, A DISTANCE OF 670.35 FEET TO A POINT ON THE SOUTH LINE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N89°04'56"E, ALONG SAID SOUTH LINE, A DISTANCE OF 337.48 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE S00°34'06"E, ALONG SAID WEST LINE, A DISTANCE OF 670.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°00'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.90 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15 ; THENCE S00°34'37"E, ALONG SAID EAST LINE, A DISTANCE OF 1321.75 FEET TO A SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°11'27"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.97 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE S00°34'24"E, ALONG SAID EAST LINE, A DISTANCE OF 1319.71 FEET TO A POINT ON THE SOUTH LINE OF SECTION 16; THENCE N89°58'17"W, ALONG SAID SOUTH LINE, A DISTANCE OF 657.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 ; THENCE S00°16'55"E, ALONG SAID EAST LINE, A DISTANCE OF 666.11 FEET TO A POINT ON THE SOUTH LINE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE S89°56'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1317.23 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE N00°09'21"W, ALONG SAID WEST LINE, A DISTANCE OF 667.98 FEET TO A POINT ON THE NORTH LINE OF SECTION 21; THENCE S89°58'17"E, ALONG THE NORTH LINE, A DISTANCE OF 1315.77 FEET TO A POINT ON THE WEST LINE OF EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16 ; THENCE N00°37'16"W, ALONG SAID WEST LINE, A DISTANCE OF 1322.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE N89°45'44"W, ALONG SAID SOUTH LINE, A DISTANCE OF 659.02 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE N00°40'08"W, ALONG SAID WEST LINE, A DISTANCE OF 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1157.70 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY ; THENCE ALONG THE EAST LINE OF SCENIC HIGHWAY NORTH THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N02°51'16"E, A DISTANCE OF 128.34 FEET; THENCE S90°00'00"W, A DISTANCE OF 151.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1687.12 FEET, A CENTRAL ANGLE OF 04°39'37", A CHORD BEARING OF N07°53'51"E AND A CHORD DISTANCE OF 137.19 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.22 FEET TO THE END OF SAID CURVE; THENCE N84°25'58"W, A DISTANCE OF 17.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1670.12 FEET, A CENTRAL ANGLE OF 01°45'32", A CHORD BEARING OF N04°41'16"E AND A CHORD DISTANCE OF 51.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.27 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N89°14'11"E, A DISTANCE OF 89.31 FEET; THENCE N00°45'49"W, A DISTANCE OF 180.00 FEET; THENCE S89°14'11"W, A DISTANCE OF 84.00 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°45'49"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 174.32 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°34'39"E, ALONG SAID NORTH LINE, A DISTANCE OF 142.03 FEET; THENCE DEPARTING SAID NORTH LINE, N00°45'49"W, A DISTANCE OF 335.14 FEET TO A POINT ON THE SOUTH OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°35'21"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1147.16 FEET TO A POINT ON THE WEST LINE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°39'21"W, ALONG SAID WEST LINE, A DISTANCE OF 335.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°36'03"E, ALONG SAID SOUTH LINE, A DISTANCE OF 661.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 670.98 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°37'27"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.04 FEET TO A POINT ON THE WEST LINE OF SECTION 15; THENCE N00°32'54"W, ALONG SAID WEST LINE, A DISTANCE OF 671.24 FEET TO THE POINT OF BEGINNING.

EXISTING CDD = 266 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH OF DESCRIPTION -OF- HAMILTON BLUFF CDD</p> <p>SECTIONS 15, 16 & 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	 <p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: 11/27/23 SCALE 1" = N/A</p> <p>PROJ: 50151874 DRAWN BY: WS CHECKED BY: WPH</p>
---	--	---

**EXHIBIT 2
LEGAL DESCRIPTION
HAMILTON BLUFF CDD
EXISTING CDD BOUNDARY**

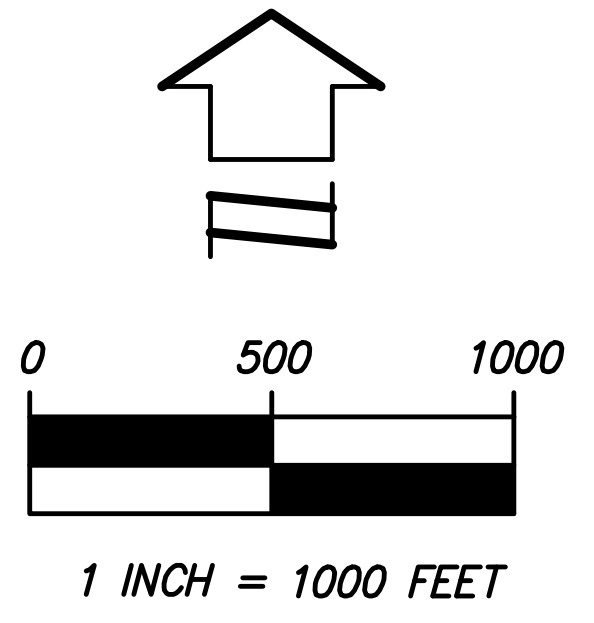
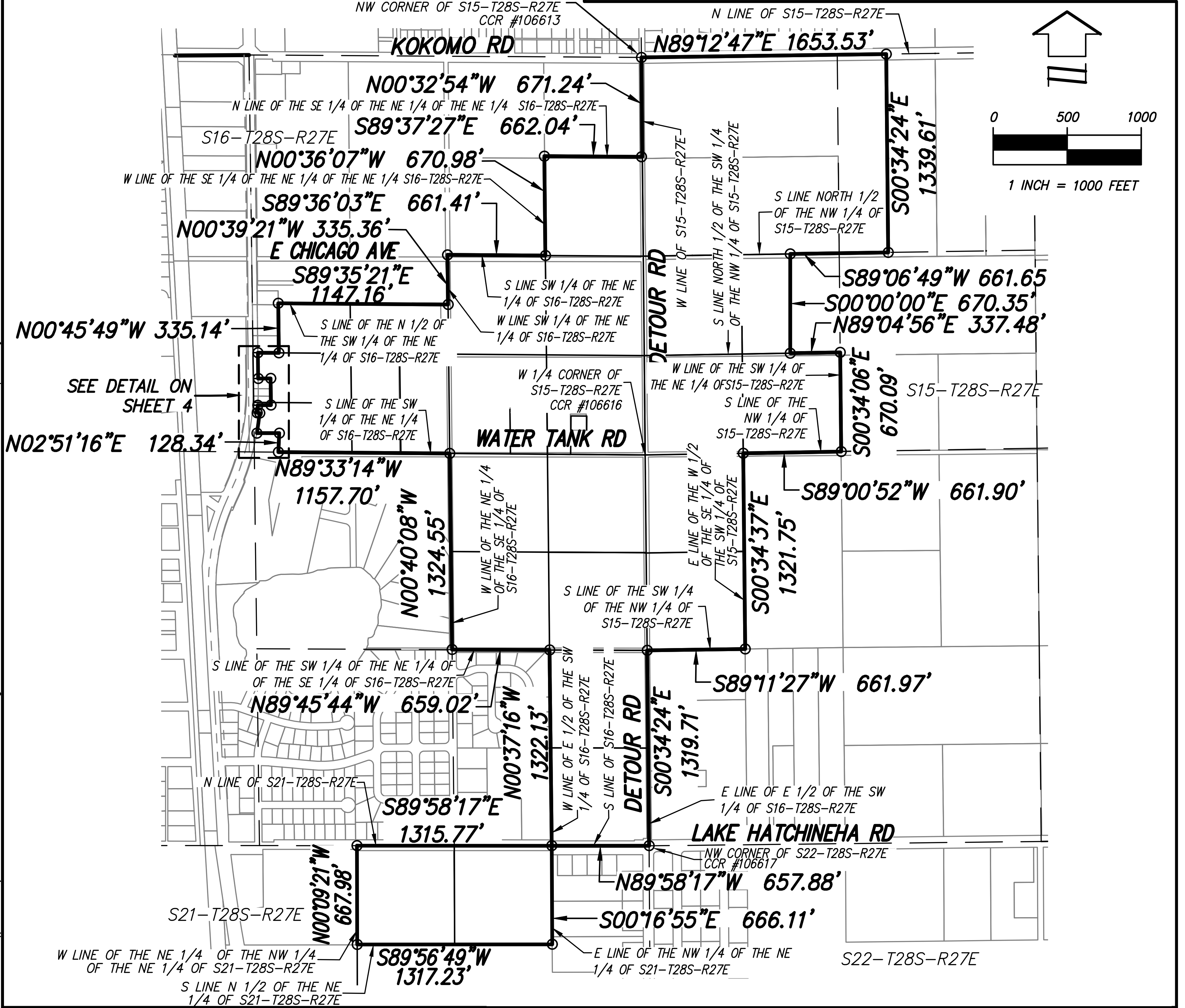


LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

POINT OF BEGINNING

NW CORNER OF S15-T28S-R27E
CCR #106613



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
HAMILTON BLUFF CDD



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 08/25/2023
REV DATE: 11/27/23
SCALE 1" = 1000'

PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

SECTIONS 15, 16 & 21,
TOWNSHIP 28 SOUTH, RANGE 27 EAST
POLK COUNTY FLORIDA

EXHIBIT 2

**LEGAL DESCRIPTION
HAMILTON BLUFF CDD
EXISTING CDD BOUNDARY**

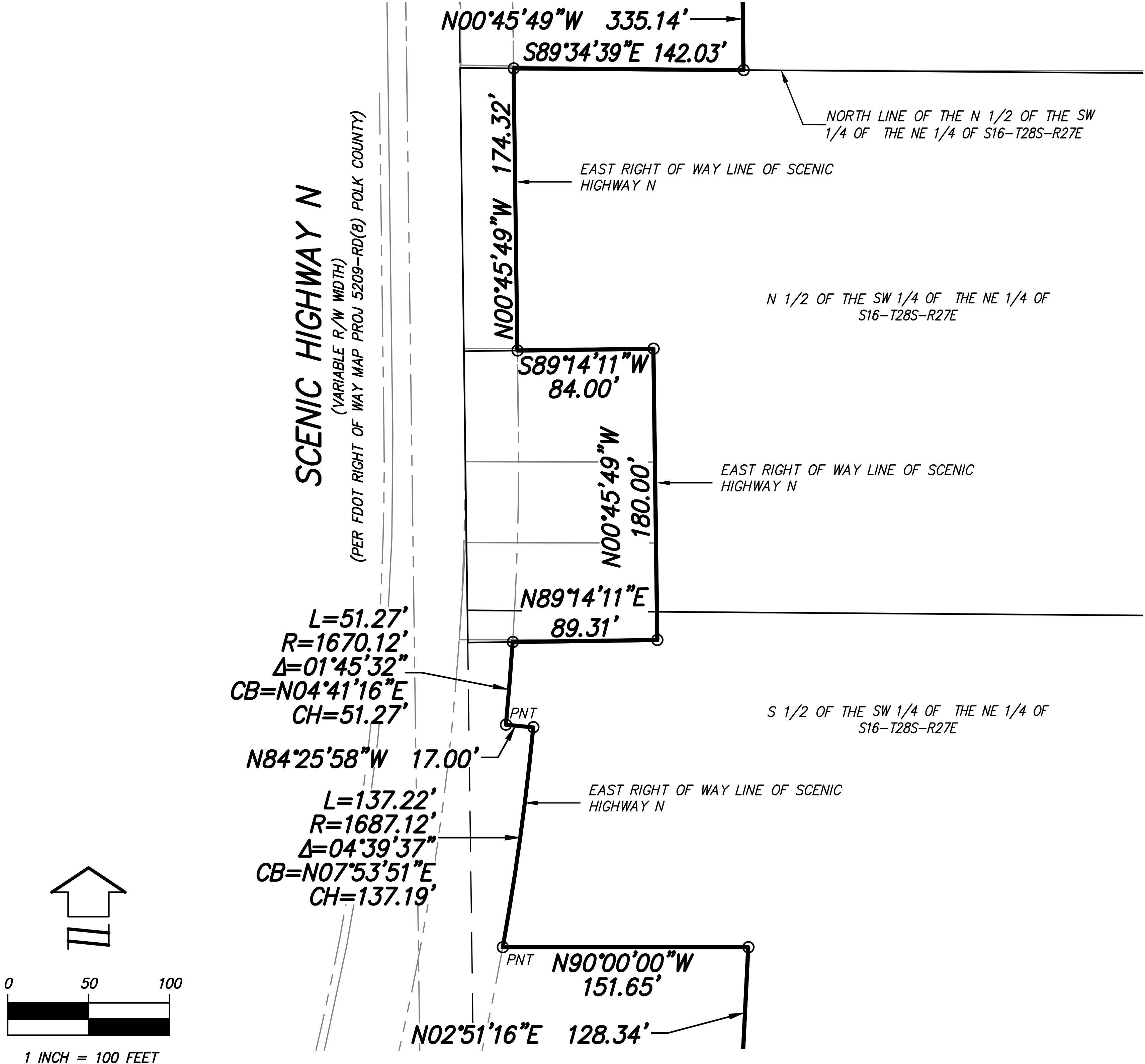


Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572(50156285)-sketch_Hamilton Bluff_CDD.dwg DEW desc. & sketch Sheet 3 Nov 27, 2023 12:39pm by: wsamalot

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_34572\5015285\surfsketch_Hamilton Bluff_CDD.dwg DEW desc. & sketch Sheet 4 Nov 27, 2023 12:39pm by: wsamalot

LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

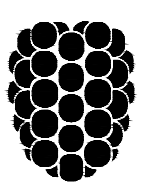


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 08/25/2023
REV DATE: 11/27/23
SCALE 1" = 100'

PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572(50156285)-surfsketch-Hamilton Bluff_CDD_PARCEL_3.dwg DEW desc. & sketch Sheet 2 Nov 27, 2023 12:41pm by: wsamalot

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 10, 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE N89°35'29"E, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 495.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°38'17"E, A DISTANCE OF 1332.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°31'38"E, ALONG SAID NORTH LINE, A DISTANCE OF 819.20 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S00°32'38"E, ALONG SAID EAST LINE, A DISTANCE OF 1332.24 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°28'31"W, ALONG SAID NORTH LINE, A DISTANCE OF 1312.00 FEET TO A POINT ON THE WEST 1/4 CORNER OF SECTION 14; THENCE S89°01'06"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 2647.85 FEET TO THE EAST 1/4 CORNER OF SECTION 15; THENCE S89°00'52"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N00°34'06"W, ALONG SAID WEST LINE, A DISTANCE OF 670.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°03'51"W, ALONG SAID SOUTH LINE, A DISTANCE OF 330.89 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N00°33'48"W, ALONG SAID WEST LINE, A DISTANCE OF 670.38 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 ; THENCE N89°06'49"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.65 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N00°34'24"W, ALONG A DISTANCE OF 669.81 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 ; THENCE N89°09'48"E, ALONG SAID NORTH LINE, A DISTANCE OF 330.77 FEET TO A POINT ON THE WEST LINE OF THE OF THE W 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N00°34'42"W, ALONG SAID WEST LINE, A DISTANCE OF 669.52 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N00°29'23"W, ALONG SAID WEST LINE, A DISTANCE OF 659.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S89°12'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.63 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N00°30'31"W, ALONG SAID WEST LINE, A DISTANCE OF 659.95 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°13'10"E, ALONG SAID NORTH LINE, A DISTANCE OF 1323.69 FEET TO A POINT ON THE EAST LINE OF THE E 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°28'16"E, ALONG SAID EAST LINE, A DISTANCE OF 838.42 FEET; THENCE DEPARTING SAID EAST LINE, RUN S89°16'42"W, A DISTANCE OF 65.66 FEET; THENCE S00°17'13"E, A DISTANCE OF 257.33 FEET; THENCE N89°12'33"E, A DISTANCE OF 66.49 FEET TO A EAST LINE OF THE E 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°28'16"E, ALONG SAID EAST LINE, A DISTANCE OF 224.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10; THENCE N89°12'40"E, ALONG SAID SOUTH LINE, A DISTANCE OF 330.69 FEET; THENCE DEPARTING SAID SOUTH LINE RUN, N00°27'05"W, A DISTANCE OF 1320.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°08'16"E, ALONG SAID NORTH LINE, A DISTANCE OF 993.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°23'34"E, ALONG SAID WEST LINE, A DISTANCE OF 1321.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°12'40"E, ALONG THE SOUTH LINE, A DISTANCE OF 1322.74 FEET TO THE POINT OF BEGINNING.

EXPANSION PARCELS = 349 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

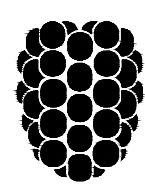
—OF—

HAMILTON BLUFF CDD

SECTIONS 10, 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE: 11/27/23
SCALE 1" = N/A

PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 3

**LEGAL DESCRIPTION
HAMILTON BLUFF CDD**

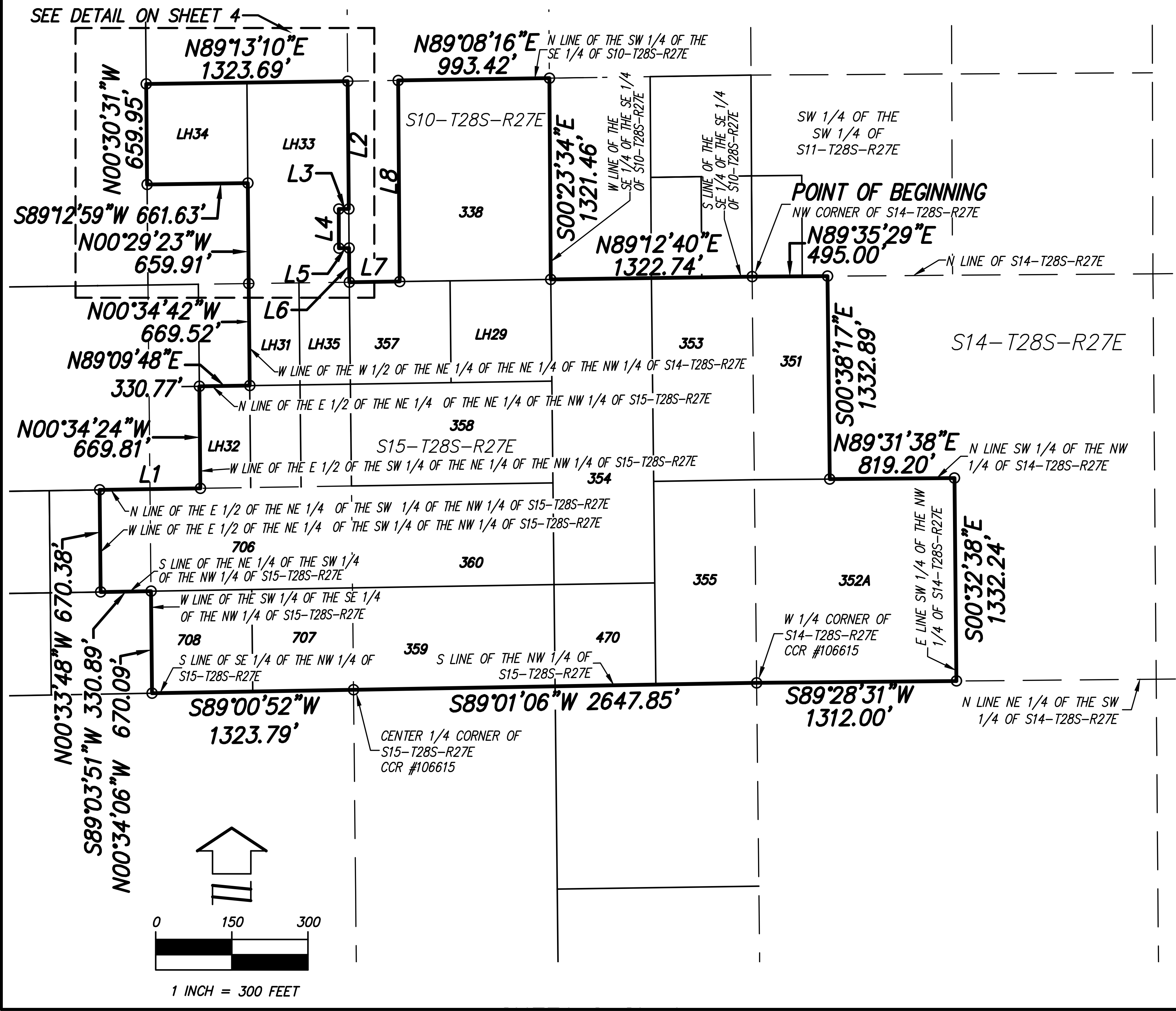
CDD EXPANSION BOUNDARY



Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_34572\50156265\surfsketch-Hamilton_Bluff_CDD_PARCEL_3.dwg DEW desc. & sketch Sheet 3 Nov 27, 2023 12:41pm by: wsamalot

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°06'49"E	661.65'
L2	S00°28'16"E	838.42'
L3	S89°16'42"W	65.66'
L4	S00°17'13"E	257.33'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N89°12'33"E	66.49'
L6	S00°28'16"E	224.09'
L7	N89°12'40"E	330.69'
L8	N00°27'05"W	1320.18'

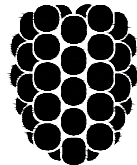


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
HAMILTON BLUFF CDD

SECTIONS 10, 14 & 15,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 1000'

PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

Drawing name: C:\Users\wsarmalot\AppData\Local\Temp\AcPublish_34572\50156285\surfsketch-Hamilton Bluff_CDD_PARCEL 1-2.dwg DEW desc. & sketch Sheet 2 Nov 27, 2023 12:42pm by: wsarmalot

LEGAL DESCRIPTION:

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING AND ALSO BEING THE EAST RIGHT OF WAY LINE OF EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE ALONG THE SAID EAST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; N00°20'43"W, A DISTANCE OF 713.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 5763.12 FEET, A CENTRAL ANGLE OF 05°09'30", A CHORD BEARING OF N02°55'28"W AND A CHORD DISTANCE OF 518.67 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 518.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N00°05'35"W, A DISTANCE OF 106.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°51'55"E, ALONG SAID NORTH LINE, A DISTANCE OF 1318.69 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°13'08"E, ALONG SAID EAST LINE, A DISTANCE OF 1334.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S89°42'09"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 1292.86 FEET TO THE POINT OF BEGINNING.

PARCEL 1 = 40 ACRES MORE OR LESS

PARCEL 2


A PORTION OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N89°22'01"E, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 662.05 FEET TO THE POINT OF BEGINNING; THENCE N89°22'01"E, ALONG THE NORTH LINE OF SECTION 22, A DISTANCE OF 662.05 FEET TO A POINT ON THE WEST LINE OF THE E 1/2 OF SAID SECTION 22; THENCE S00°21'23"E, ALONG SAID WEST LINE, A DISTANCE OF 2459.44 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"W, A DISTANCE OF 404.02 FEET; THENCE S00°00'00"E, A DISTANCE OF 186.33 FEET; THENCE S89°24'17"W, A DISTANCE OF 257.22 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°20'35"W, ALONG SAID WEST LINE, A DISTANCE OF 645.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S89°23'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 223.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°21'03"E, A DISTANCE OF 645.24 FEET; THENCE S89°24'17"W, A DISTANCE OF 439.30 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°20'43"W, ALONG SAID WEST LINE, A DISTANCE OF 1310.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N89°23'09"E, ALONG SAID NORTH LINE, A DISTANCE OF 662.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°21'03"W, ALONG SAID WEST LINE, A DISTANCE OF 1330.56 FEET TO THE POINT OF BEGINNING.

PARCEL 2 = 55 ACRES MORE OR LESS

TOTAL EXPANSION PARCEL AREA = 444 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

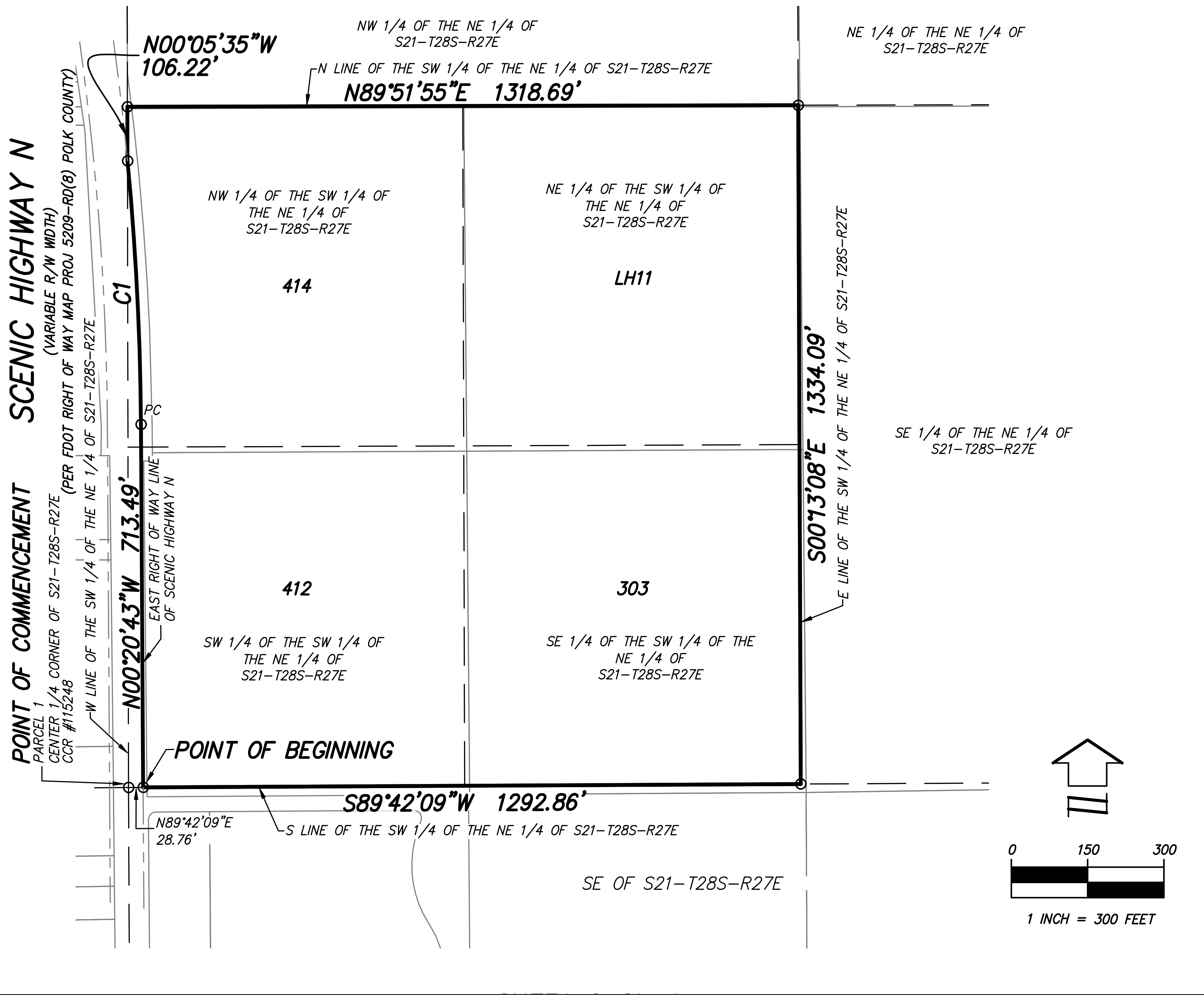
<p>SKETCH OF DESCRIPTION -OF- HAMILTON BLUFF CDD</p> <p>SECTIONS 21 & 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	 <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 09/06/2023 REV DATE: 11/27/23 SCALE 1" = N/A</p> <p>PROJ: 50151874 DRAWN BY: WS CHECKED BY: WPH</p>
---	--	---

**EXHIBIT 3
LEGAL DESCRIPTION
HAMILTON BLUFF CDD
CDD EXPANSION BOUNDARY**



Drawing name: C:\Users\wsamatot\AppData\Local\Temp\AcPublish_34572\50156285\sketch_Hamilton Bluff_CDD_PARCEL 1-2.dwg DEW desc. & sketch Sheet 3 Nov 27, 2023 12:42pm by wsamatot

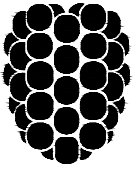
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	518.84'	5763.12	005°09'30"	518.67'	N02°55'28"W



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
HAMILTON BLUFF CDD

SECTIONS 21 & 22,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 1000'

PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

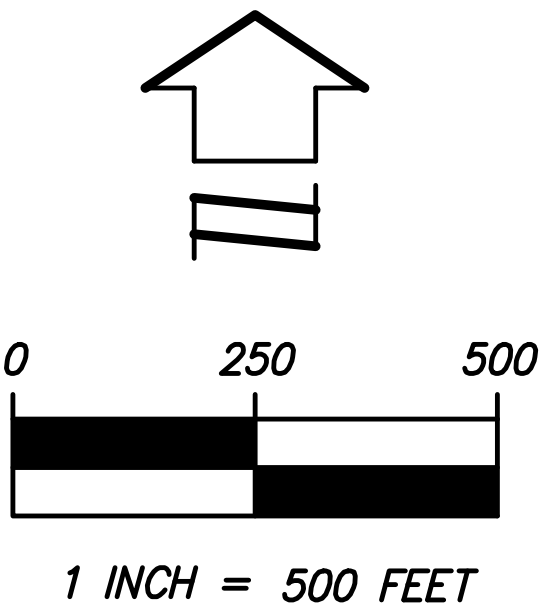
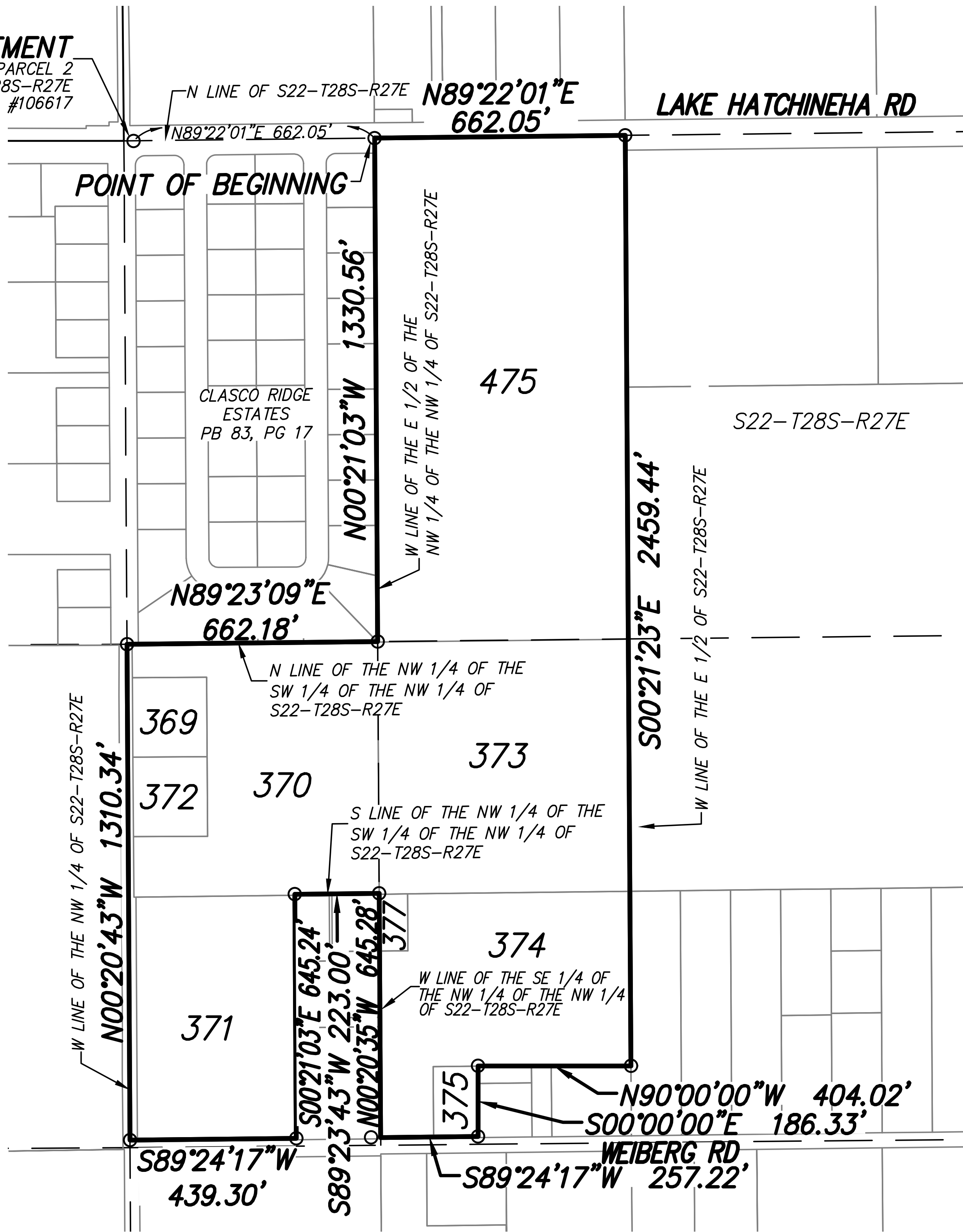
Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_34572\50156285-sursketch-Hamilton_Bluff_CDD_PARCEL_1-2.dwg DEW desc. & sketch Sheet 4 Nov 27, 2023 12:42pm by: wsamalot

LEGEND:

---	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

POINT OF COMMENCEMENT

PARCEL 2
NW CORNER OF S22-T28S-R27E
CCR #106617

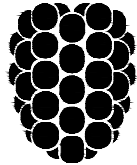


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
HAMILTON BLUFF CDD

SECTIONS 21 & 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

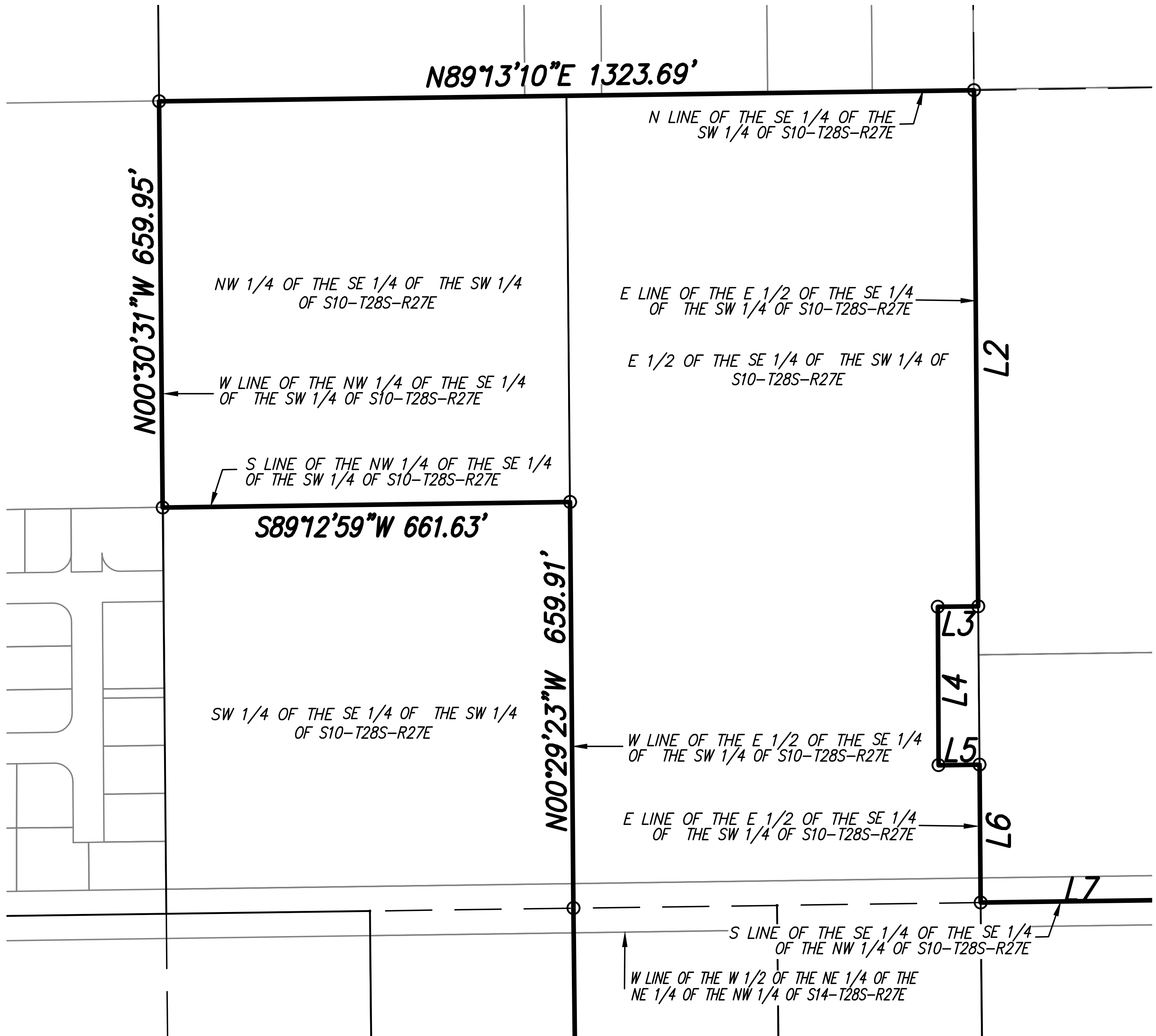
DATE: 09/06/2023
REV DATE: 11/27/23
SCALE 1" = 100'

PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572\50156285-sursketch-Hamilton Bluff_CDD_PARCEL_3.dwg DEW desc. & sketch Sheet 4 Nov 27, 2023 12:41pm by: wsamalot

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°06'49"E	661.65'
L2	S00°28'16"E	838.42'
L3	S89°16'42"W	65.66'
L4	S00°17'13"E	257.33'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N89°12'33"E	66.49'
L5	S00°28'16"E	224.09'
L7	N89°12'40"E	330.69'
L8	N00°27'05"W	1320.18'



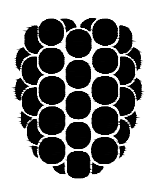
SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
HAMILTON BLUFF CDD

SECTIONS 10, 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE: 11/27/23
SCALE 1" = 300'

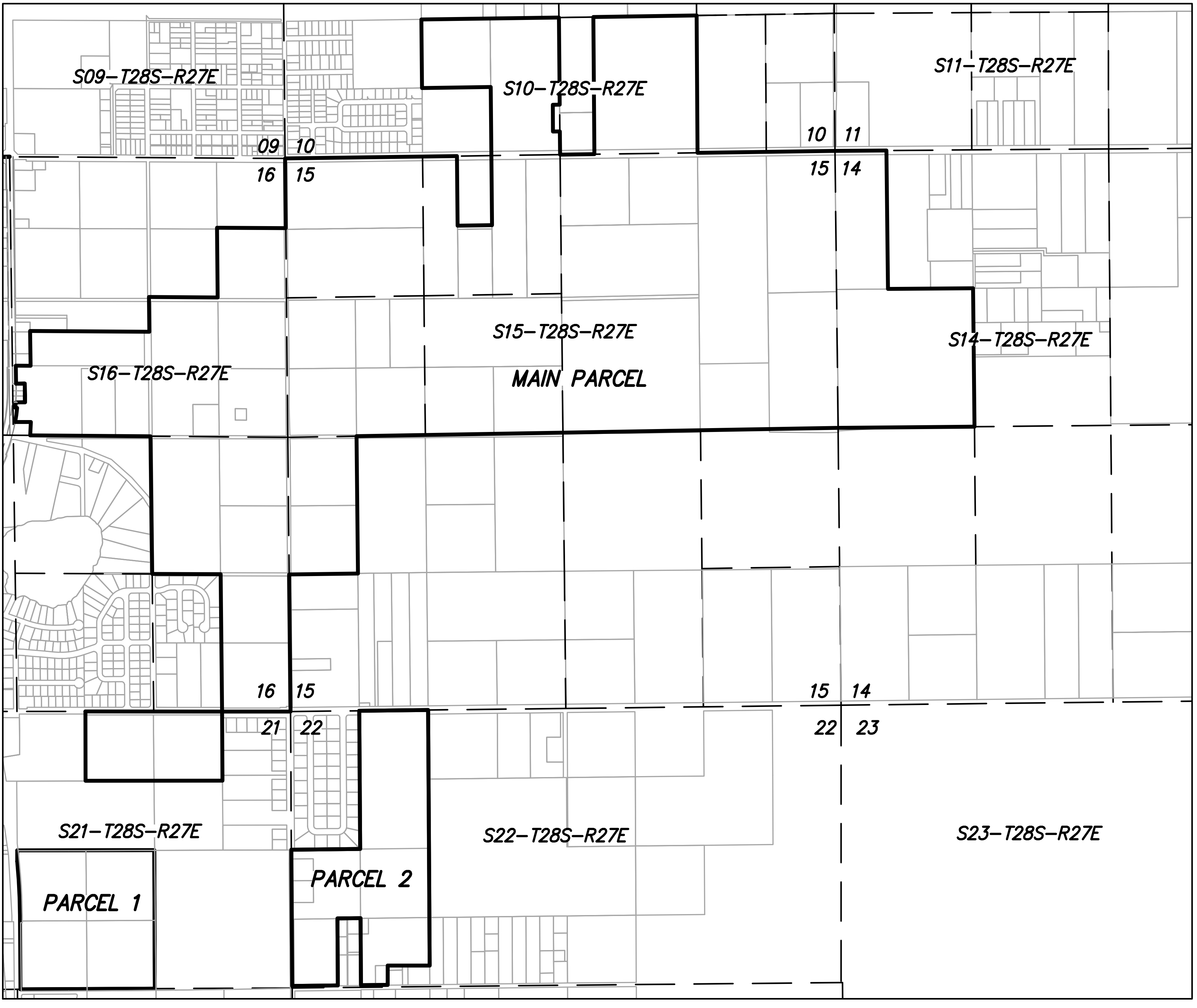
PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

**EXHIBIT 3
LEGAL DESCRIPTION
HAMILTON BLUFF CDD
CDD EXPANSION BOUNDARY**



Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572\50156285\sketch_Hamilton Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 2 Nov 27, 2023 12:56pm by: wsamalot

KEY MAP:
NOT TO SCALE



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

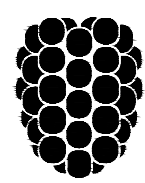
-OF-

HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE: 11/27/23
SCALE 1" = N/A

PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 4

LEGAL DESCRIPTION
HAMILTON BLUFF CDD
OVERALL CDD BOUNDARY



Dewberry

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572\50156285-sursketch-Hamilton_Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 3 Nov 27, 2023 12:56pm by: wsamalot

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 15, 16 AND 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE N89°12'47"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1653.53 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°34'24"E, A DISTANCE OF 669.81 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 ; THENCE N89°09'48"E, ALONG SAID NORTH LINE, A DISTANCE OF 330.77 FEET TO A POINT ON THE WEST LINE OF THE OF THE W 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N00°34'42"W, ALONG SAID WEST LINE, A DISTANCE OF 669.52 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N00°29'23"W, ALONG SAID WEST LINE, A DISTANCE OF 659.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S89°12'59"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.63 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N00°30'31"W, ALONG SAID WEST LINE, A DISTANCE OF 659.95 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°13'10"E, ALONG SAID NORTH LINE, A DISTANCE OF 1323.69 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°28'16"E, ALONG SAID EAST LINE, A DISTANCE OF 838.42 FEET; THENCE DEPARTING SAID EAST LINE, RUN S89°16'42"W, A DISTANCE OF 65.66 FEET; THENCE S00°17'13"E, A DISTANCE OF 257.33 FEET; THENCE N89°12'33"E, A DISTANCE OF 66.49 FEET TO A EAST LINE OF THE E 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°28'16"E, ALONG SAID EAST LINE, A DISTANCE OF 224.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°12'40"E, ALONG SAID SOUTH LINE, A DISTANCE OF 330.69 FEET; THENCE DEPARTING SAID SOUTH LINE RUN, N00°27'05"W, A DISTANCE OF 1320.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°08'16"E, ALONG SAID NORTH LINE, A DISTANCE OF 993.42 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE S00°23'34"E, ALONG SAID WEST LINE, A DISTANCE OF 1321.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE N89°12'40"E, ALONG THE SOUTH LINE, A DISTANCE OF 1322.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 14; THENCE N89°35'29"E, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 495.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°38'17"E, A DISTANCE OF 1332.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°31'38"E, ALONG SAID NORTH LINE, A DISTANCE OF 819.20 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S00°32'38"E, ALONG SAID EAST LINE, A DISTANCE OF 1332.24 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°28'31"W, ALONG SAID NORTH LINE, A DISTANCE OF 1312.00 FEET TO A POINT ON THE WEST 1/4 CORNER OF SECTION 14; THENCE S89°01'06"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 2647.85 FEET TO THE EAST 1/4 CORNER OF SECTION 15; THENCE S89°00'52"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°00'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.90 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15 ; THENCE S00°34'37"E, ALONG SAID EAST LINE, A DISTANCE OF 1321.75 FEET TO A SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE S89°11'27"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.97 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE S00°34'24"E, ALONG SAID EAST LINE, A DISTANCE OF 1319.71 FEET TO A POINT ON THE SOUTH LINE OF SECTION 16; THENCE N89°58'17"W, ALONG SAID SOUTH LINE, A DISTANCE OF 657.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 ; THENCE S00°16'55"E, ALONG SAID EAST LINE, A DISTANCE OF 666.11 FEET TO A POINT ON THE SOUTH LINE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE S89°56'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1317.23 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE N00°09'21"W, ALONG SAID WEST LINE, A DISTANCE OF 667.98 FEET TO A POINT ON THE NORTH LINE OF SECTION 21; THENCE S89°58'17"E, ALONG THE NORTH LINE, A DISTANCE OF 1315.77 FEET TO A POINT ON THE WEST LINE OF EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16 ; THENCE N00°37'16"W, ALONG SAID WEST LINE, A DISTANCE OF 1322.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE N89°45'44"W, ALONG SAID SOUTH LINE, A DISTANCE OF 659.02 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 ; THENCE N00°40'08"W, ALONG SAID WEST LINE, A DISTANCE OF 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N89°33'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1157.70 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY ; THENCE ALONG THE EAST LINE OF SCENIC HIGHWAY NORTH THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N02°51'16"E, A DISTANCE OF 128.34 FEET; THENCE S90°00'00"W, A DISTANCE OF 151.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1687.12 FEET, A CENTRAL ANGLE OF 04°39'37", A CHORD BEARING OF N07°53'51"E AND A CHORD DISTANCE OF 137.19 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.22 FEET TO THE END OF SAID CURVE; THENCE N84°25'58"W, A DISTANCE OF 17.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1670.12 FEET, A CENTRAL ANGLE OF 01°45'32", A CHORD BEARING OF N04°41'16"E AND A CHORD DISTANCE OF 51.27 FEET;

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

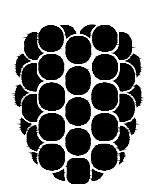
—OF—

HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023

REV DATE: 11/27/23

SCALE 1" = N/A

PROJ: 50151874

DRAWN BY: WS

CHECKED BY: WPH

EXHIBIT 4

LEGAL DESCRIPTION

HAMILTON BLUFF CDD

OVERALL CDD BOUNDARY



Dewberry®

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572\50156285\sursketch_Hamilton Bluff_CDD_Overall.dwg DEW desc. & sketch_Sheet 4 Nov 27, 2023 12:56pm by: wsamalot

LEGAL DESCRIPTION: (CONTINUE)

THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.27 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N89°14'11"E, A DISTANCE OF 89.31 FEET; THENCE N00°45'49"W, A DISTANCE OF 180.00 FEET; THENCE S89°14'11"W, A DISTANCE OF 84.00 FEET TO A POINT ON THE EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY ; THENCE N00°45'49"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 174.32 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 ; THENCE S89°34'39"E, ALONG SAID NORTH LINE, A DISTANCE OF 142.03 FEET; THENCE DEPARTING SAID NORTH LINE, N00°45'49"W, A DISTANCE OF 335.14 FEET TO A POINT ON THE SOUTH OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°35'21"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1147.16 FEET TO A POINT ON THE WEST LINE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N00°39'21"W, ALONG SAID WEST LINE, A DISTANCE OF 335.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°36'03"E, ALONG SAID SOUTH LINE, A DISTANCE OF 661.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 16; THENCE N00°36'07"W, ALONG SAID WEST LINE, A DISTANCE OF 670.98 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 ; THENCE S89°37'27"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.04 FEET TO A POINT ON THE WEST LINE OF SECTION 15; THENCE N00°32'54"W, ALONG SAID WEST LINE, A DISTANCE OF 671.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING AND ALSO BEING THE EAST RIGHT OF WAY LINE OF EAST LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE ALONG THE SAID EAST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; N00°20'43"W, A DISTANCE OF 713.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 5763.12 FEET, A CENTRAL ANGLE OF 05°09'30", A CHORD BEARING OF N02°55'28"W AND A CHORD DISTANCE OF 518.67 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 518.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N00°05'35"W, A DISTANCE OF 106.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°51'55"E, ALONG SAID NORTH LINE, A DISTANCE OF 1318.69 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°13'08"E, ALONG SAID EAST LINE, A DISTANCE OF 1334.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S89°42'09"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 1292.86 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PORTION OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N89°22'01"E, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 662.05 FEET TO THE POINT OF BEGINNING; THENCE N89°22'01"E, ALONG THE NORTH LINE OF SECTION 22, A DISTANCE OF 662.05 FEET TO A POINT ON THE WEST LINE OF THE E 1/2 OF SAID SECTION 22; THENCE S00°21'23"E, ALONG SAID WEST LINE, A DISTANCE OF 2459.44 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"W, A DISTANCE OF 404.02 FEET; THENCE S00°00'00"E, A DISTANCE OF 186.33 FEET; THENCE S89°24'17"W, A DISTANCE OF 257.22 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°20'35"W, ALONG SAID WEST LINE, A DISTANCE OF 645.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S89°23'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 223.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°21'03"E, A DISTANCE OF 645.24 FEET; THENCE S89°24'17"W, A DISTANCE OF 439.30 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°20'43"W, ALONG SAID WEST LINE, A DISTANCE OF 1310.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N89°23'09"E, ALONG SAID NORTH LINE, A DISTANCE OF 662.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N00°21'03"W, ALONG SAID WEST LINE, A DISTANCE OF 1330.56 FEET TO THE POINT OF BEGINNING.

TOTAL EXPANDED CDD = 710 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

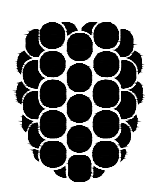
—OF—

HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE: 11/27/23
SCALE 1" = 1000'

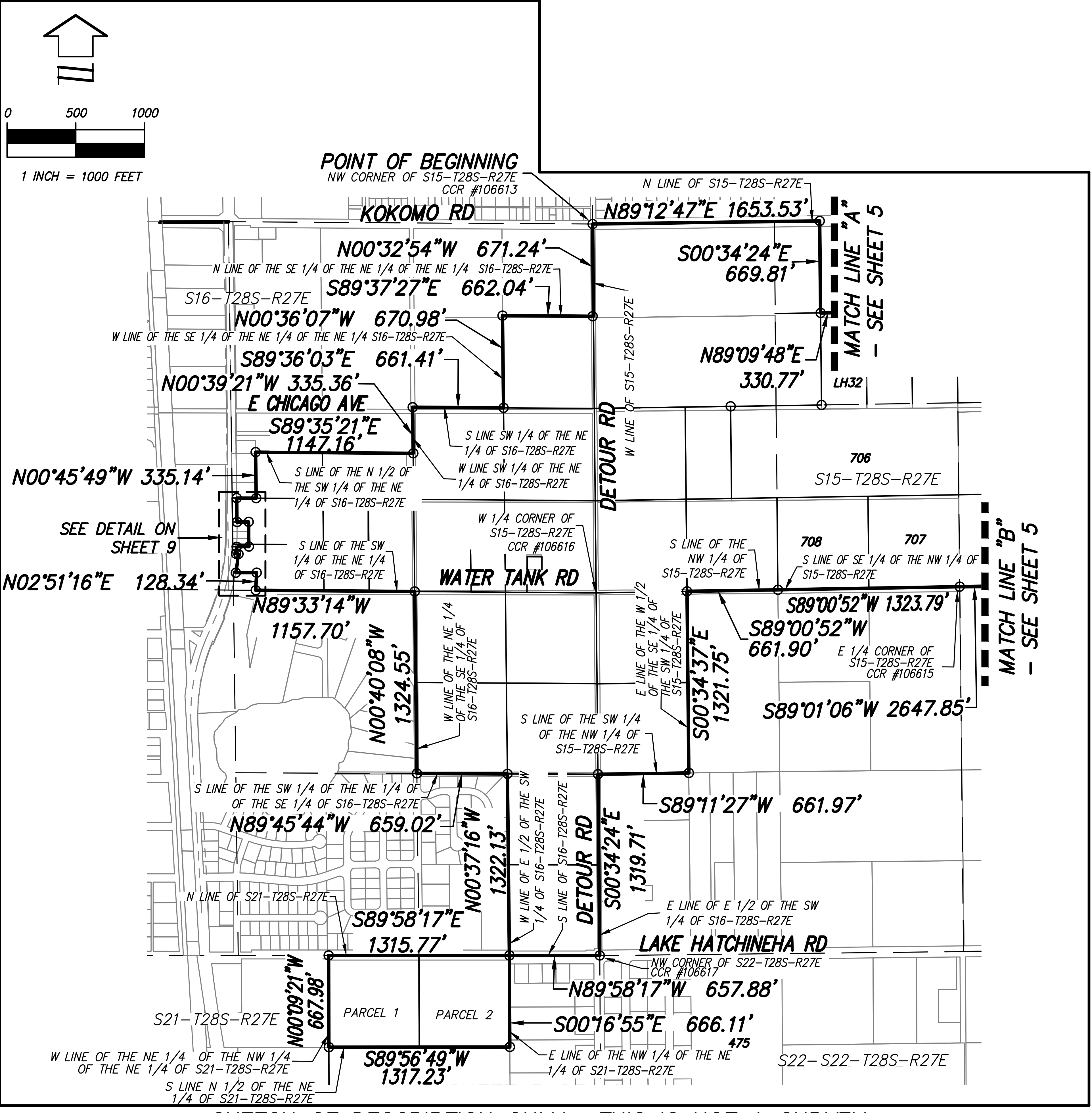
PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 4

**LEGAL DESCRIPTION
HAMILTON BLUFF CDD
OVERALL CDD BOUNDARY**



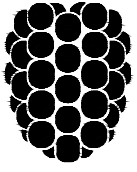
Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_34572(50156285)-sur\sketch_Hamilton Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 5 Nov 27, 2023 12:56pm by: wsamalot



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CH DEV LLC

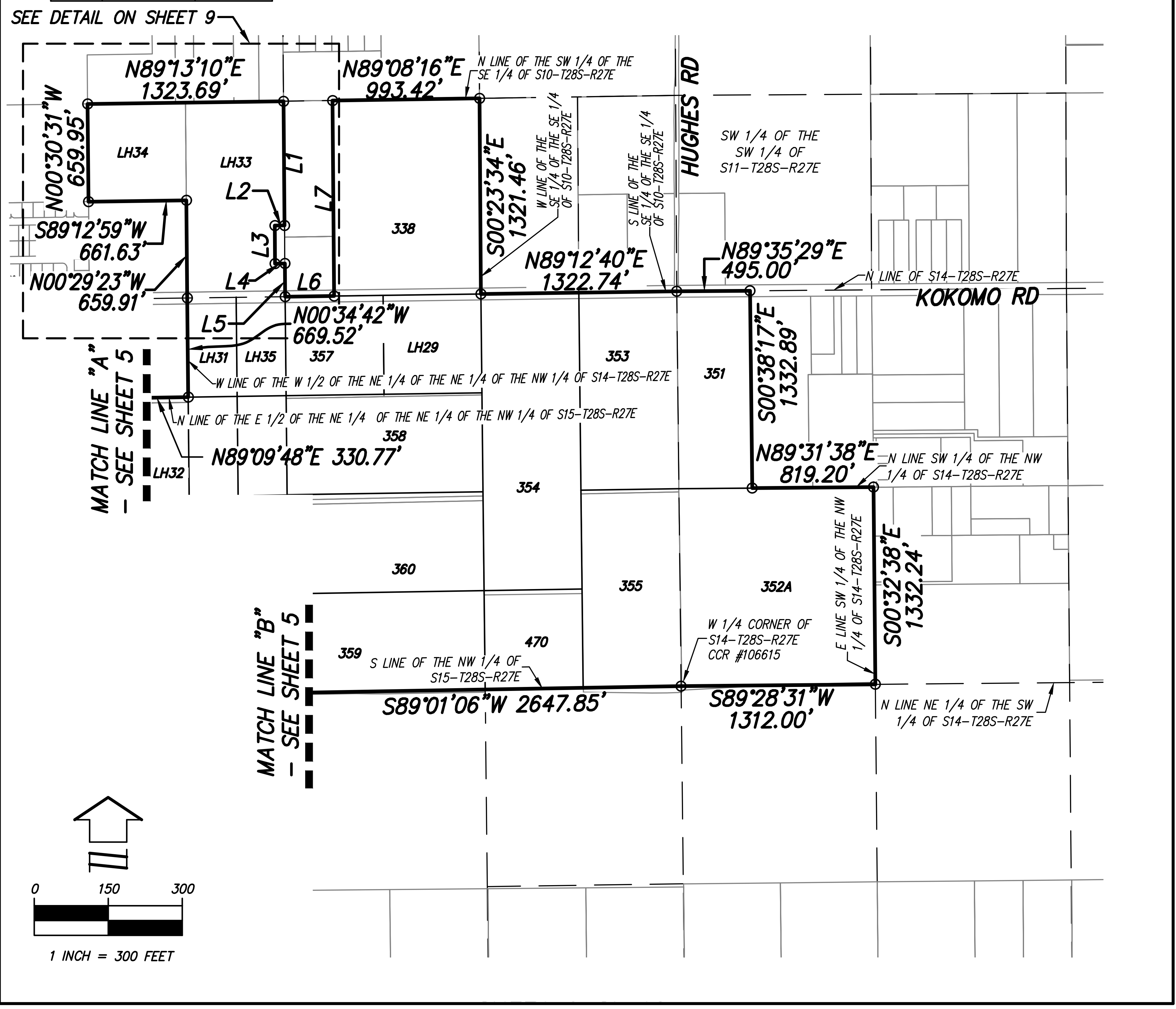
DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 1000'

PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572\5015285\sketch_Hamilton_Bluff_CDD_Overall.dwg DEW desc. & sketch. Sheet 6 Nov 27, 2023 12:56pm by wsamalot

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°28'16"E	838.42'
L2	S89°16'42"W	65.66'
L3	S00°17'13"E	257.33'
L4	N89°12'33"E	66.49'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S00°28'16"E	224.09'
L6	N89°12'40"E	330.69'
L7	N00°27'05"W	1320.18'

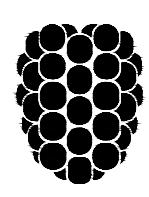


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

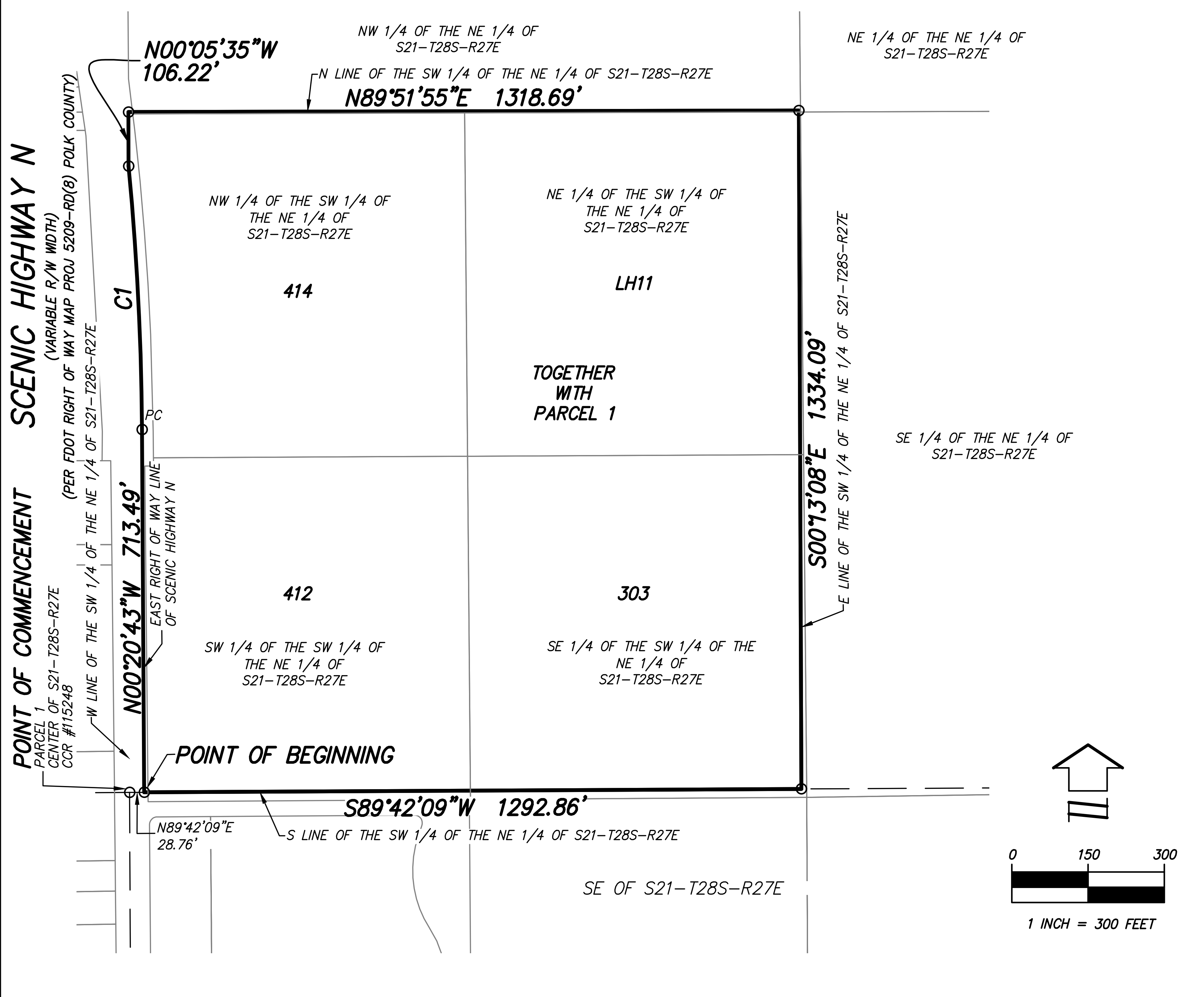
PREPARED FOR:
CH DEV LLC

DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 300'

PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_34572\50156285\sketch_Hamilton Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 7 Nov 27, 2023 12:56pm by wsamalot

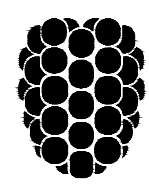
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	518.84'	5763.12	005°09'30"	518.67'	N02°55'28"W



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
HAMILTON BLUFF CDD

SECTIONS 21 & 22,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 300'

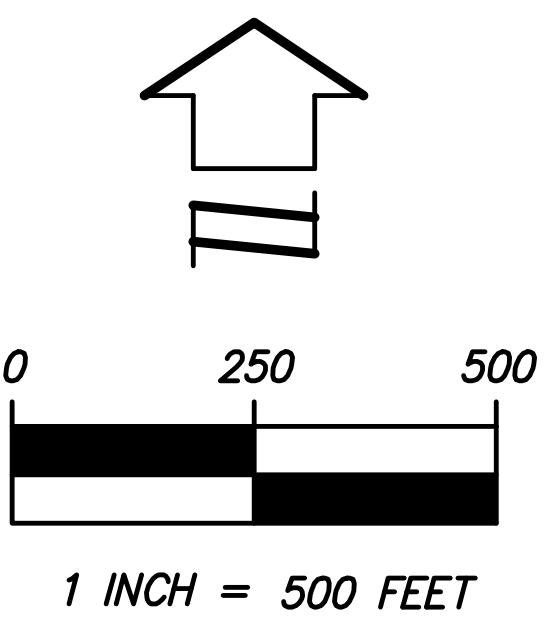
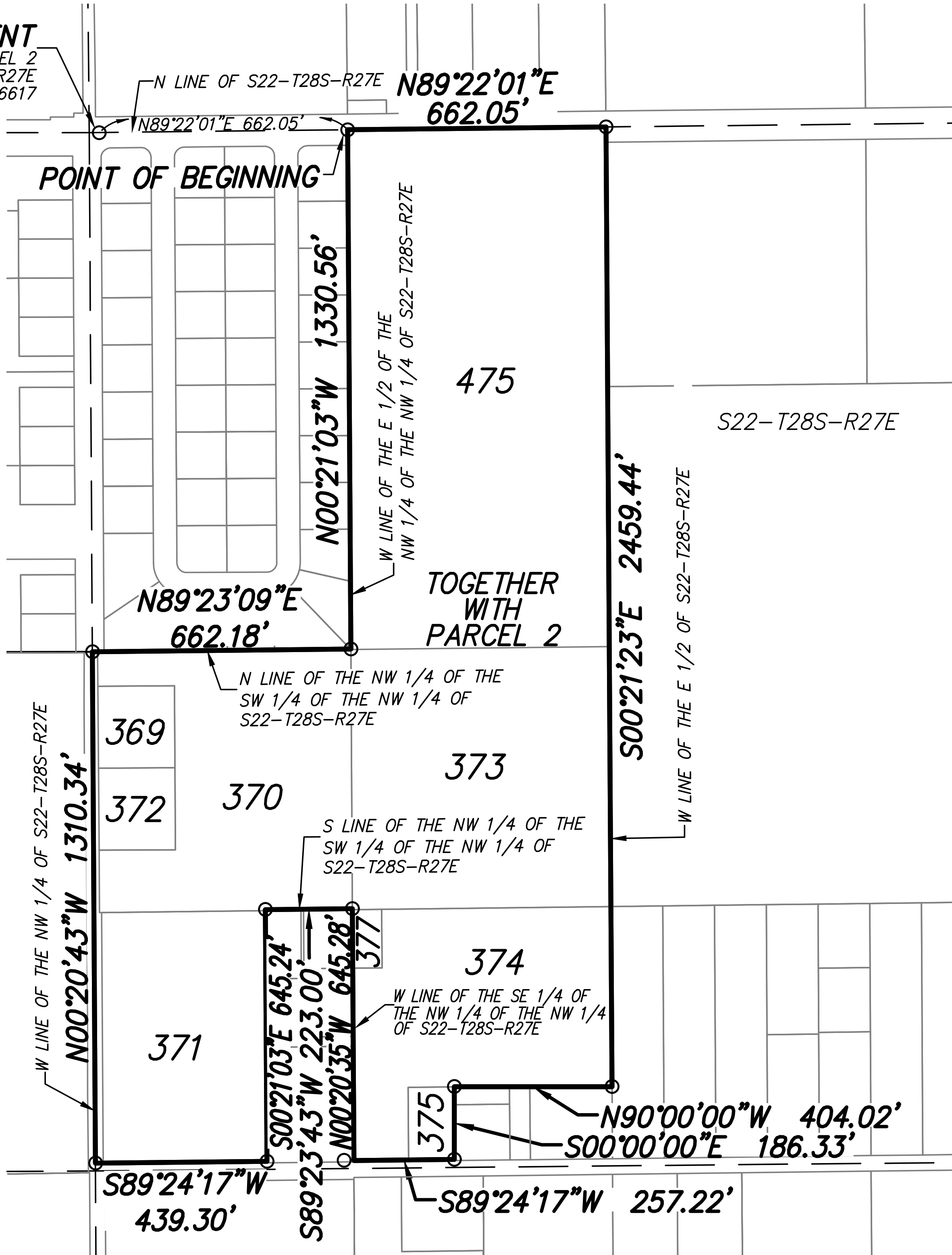
PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

POINT OF COMMENCEMENT

PARCEL 2
NW CORNER OF S22-T28S-R27E
CCR #106617



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

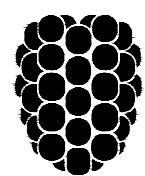
—OF—

HAMILTON BLUFF CDD

SECTIONS 21 & 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE: 11/27/23
SCALE 1" = 500'

PROJ: 50151874
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 4

**LEGAL DESCRIPTION
HAMILTON BLUFF CDD
OVERALL CDD BOUNDARY**

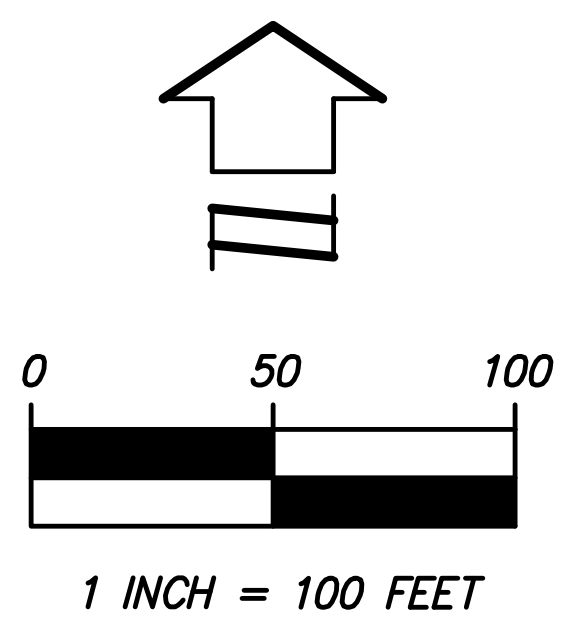
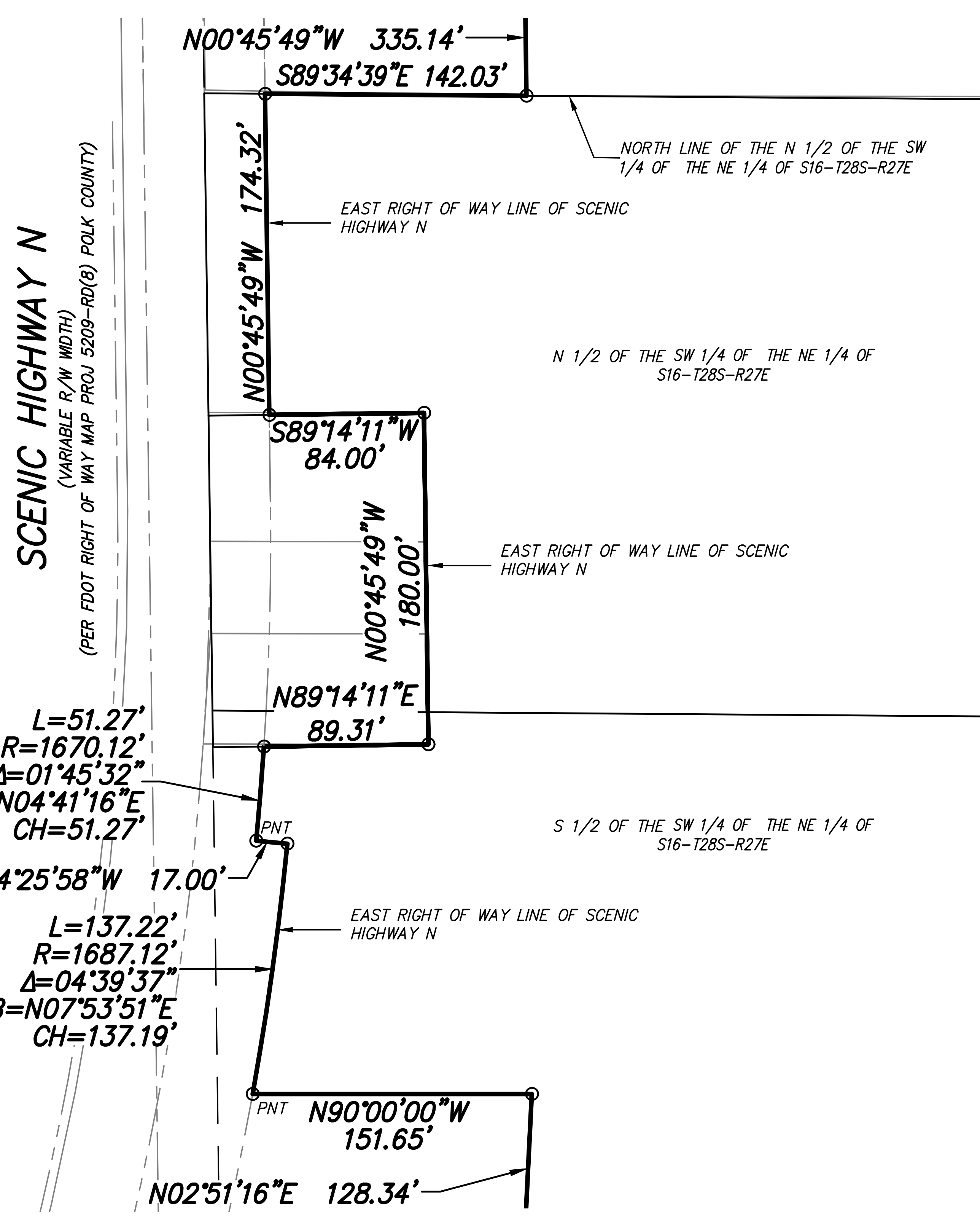


Drawing name: C:\Users\wsarmatol\appdata\local\temp\AcPublish_34572\50156285\surfsketch_Hamilton Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 8 Nov 27, 2023 12:56pm by wsarmatol

Drawing name: C:\Users\wsamatol\appdata\local\temp\AcPublish_34572(50156285)-sur\sketch_Hamilton Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 9 Nov 27, 2023 12:56pm by wsamatol

LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

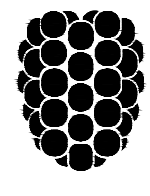


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 —OF—
HAMILTON BLUFF CDD

SECTIONS 15, 16 & 21,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

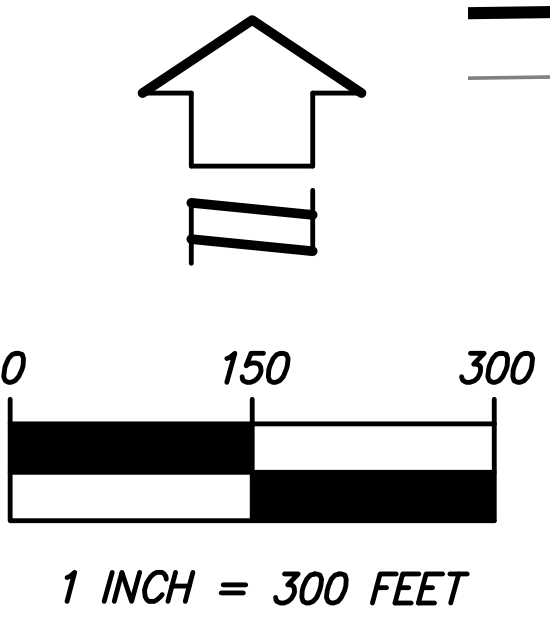
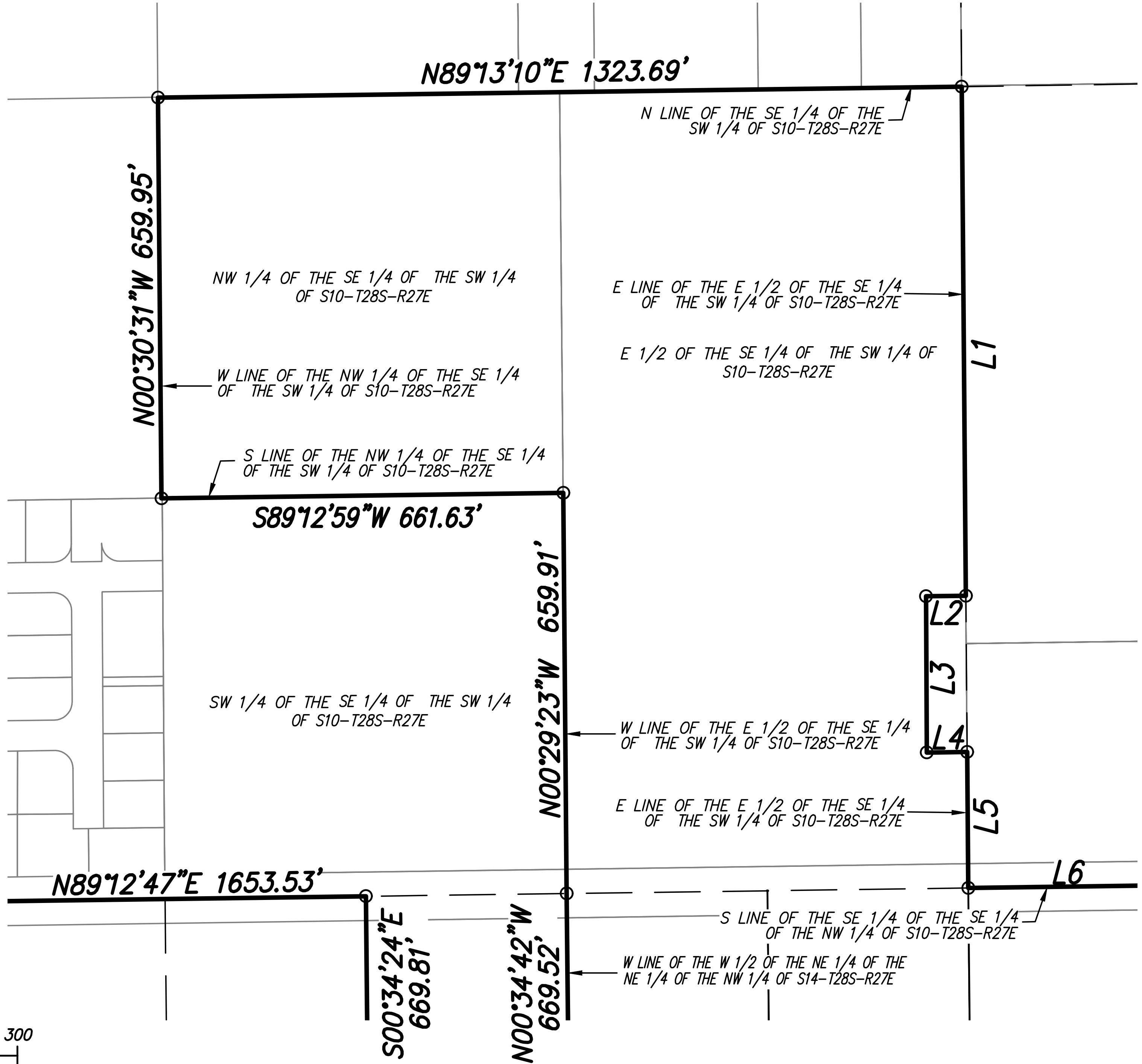
DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 100'

PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_34572\50156285\sketch_Hamilton_Bluff_CDD_Overall.dwg DEW desc. & sketch Sheet 10 Nov 27, 2023 12:56pm by: wsamalot

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°28'16"E	838.42'
L2	S89°16'42"W	65.66'
L3	S00°17'13"E	257.33'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N89°12'33"E	66.49'
L5	S00°28'16"E	224.09'
L6	N89°12'40"E	330.69'

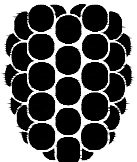


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
HAMILTON BLUFF CDD

SECTIONS 10, 14 & 15,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



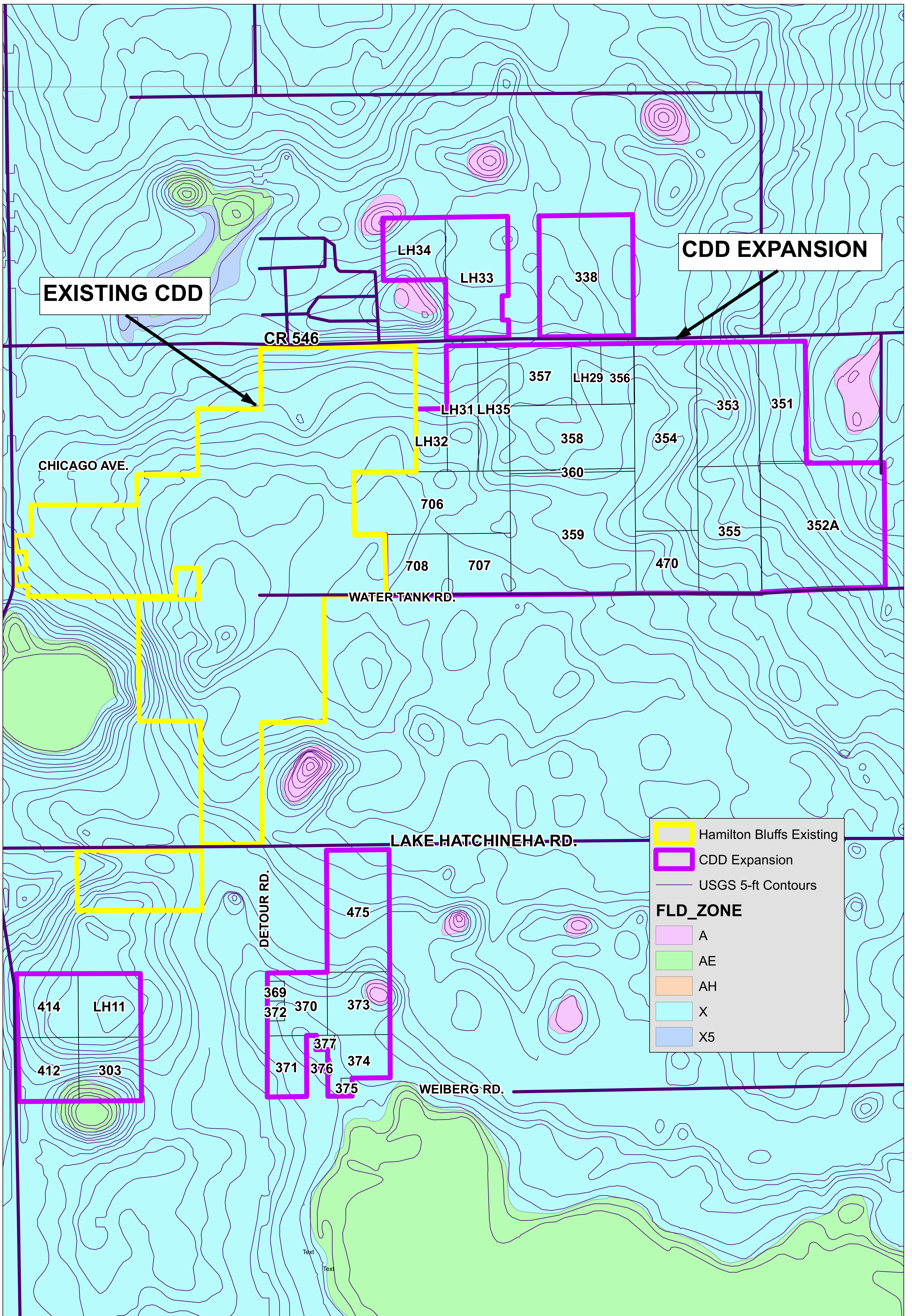
Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/06/2023
 REV DATE: 11/27/23
 SCALE 1" = 300'

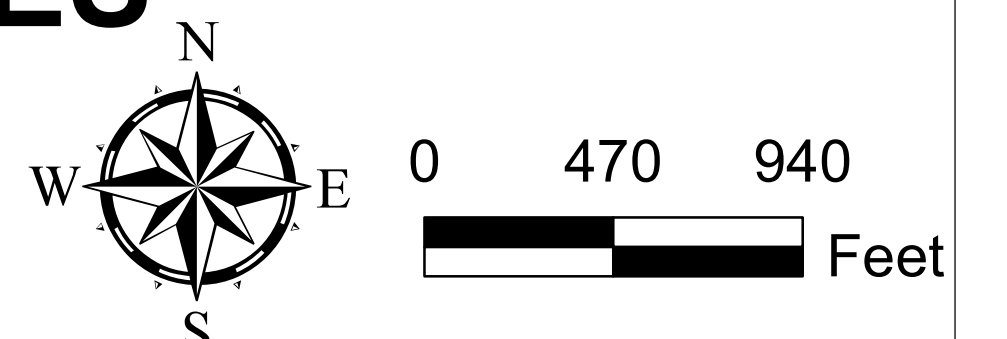
PROJ: 50151874
 DRAWN BY: WS
 CHECKED BY: WPH

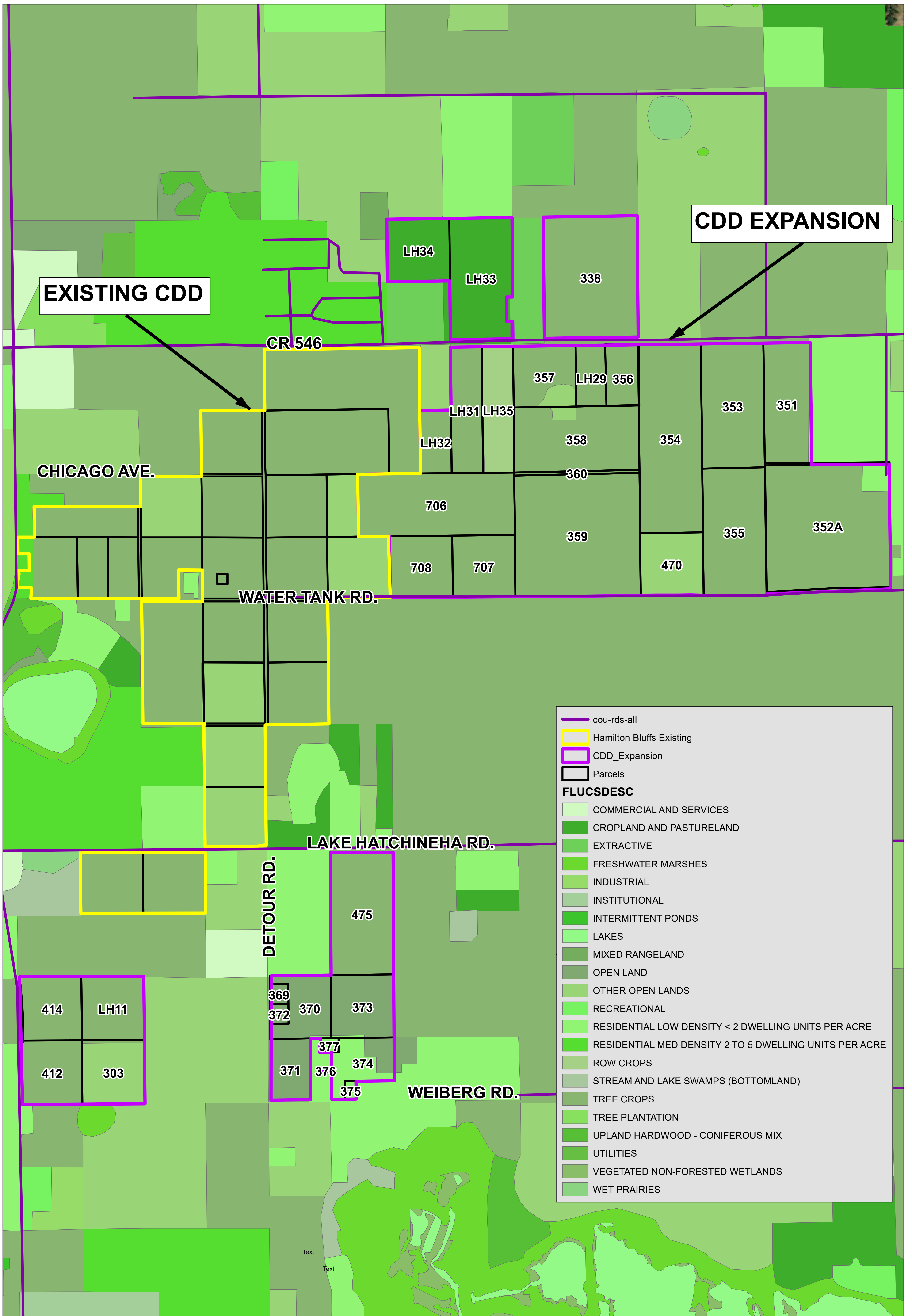


	Hamilton Bluffs Existing
	CDD Expansion
	USGS 5-ft Contours
FLD_ZONE	
	A
	AE
	AH
	X
	X5

TOWN OF LAKE HAMILTON

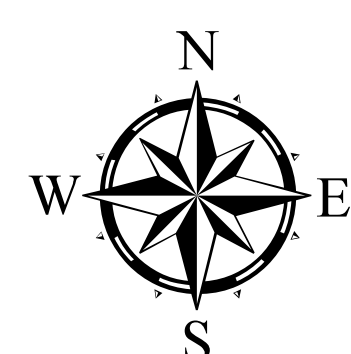
EXHIBIT 6 - DRAINAGE & UTILITIES HAMILTON BLUFF CDD



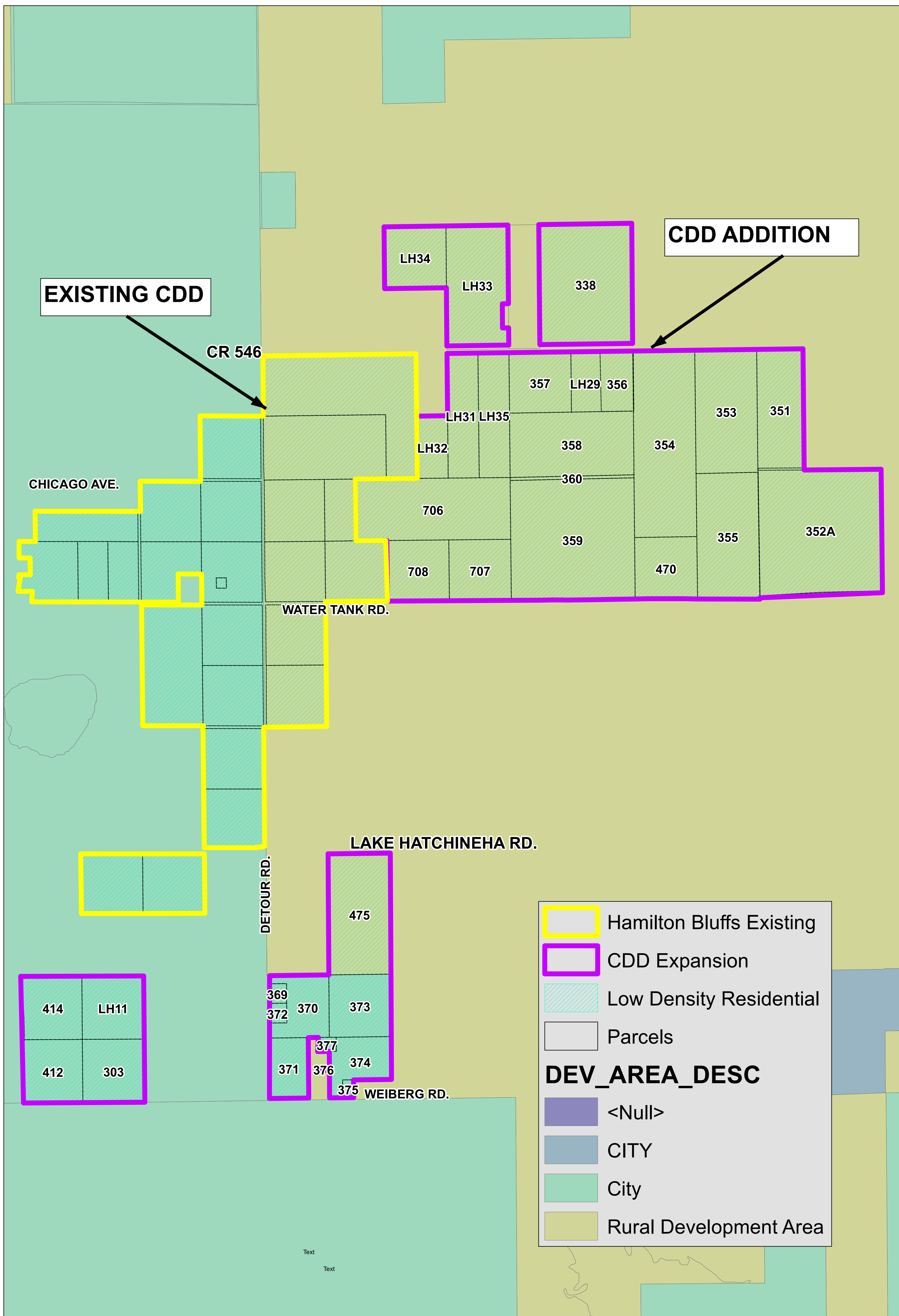


TOWN OF LAKE HAMILTON

COMPOSITE EXHIBIT 7 - EXISTING LAND USE HAMILTON BLUFF CDD



0 462.5 925 Feet



TOWN OF LAKE HAMILTON

COMPOSITE EXHIBIT 7 - FUTURE LAND USE HAMILTON BLUFF CDD

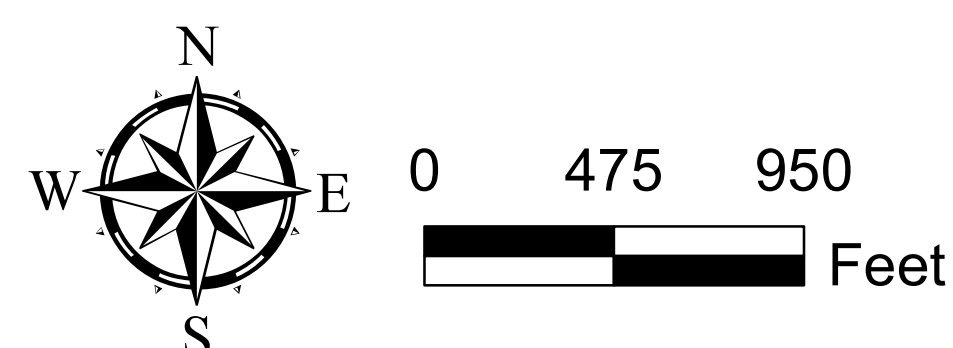


Exhibit 8

SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Lake Hamilton	District Bonds	Lake Hamilton
Street Lighting**	District	District	District Bonds	District/Duke Energy***
Road Construction	District	District	District Bonds	District
Offsite Improvements	District	Polk County/Lake Hamilton	District Bonds	Polk County/Lake Hamilton
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

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

**District will only fund the incremental cost of undergrounding electrical conduit.

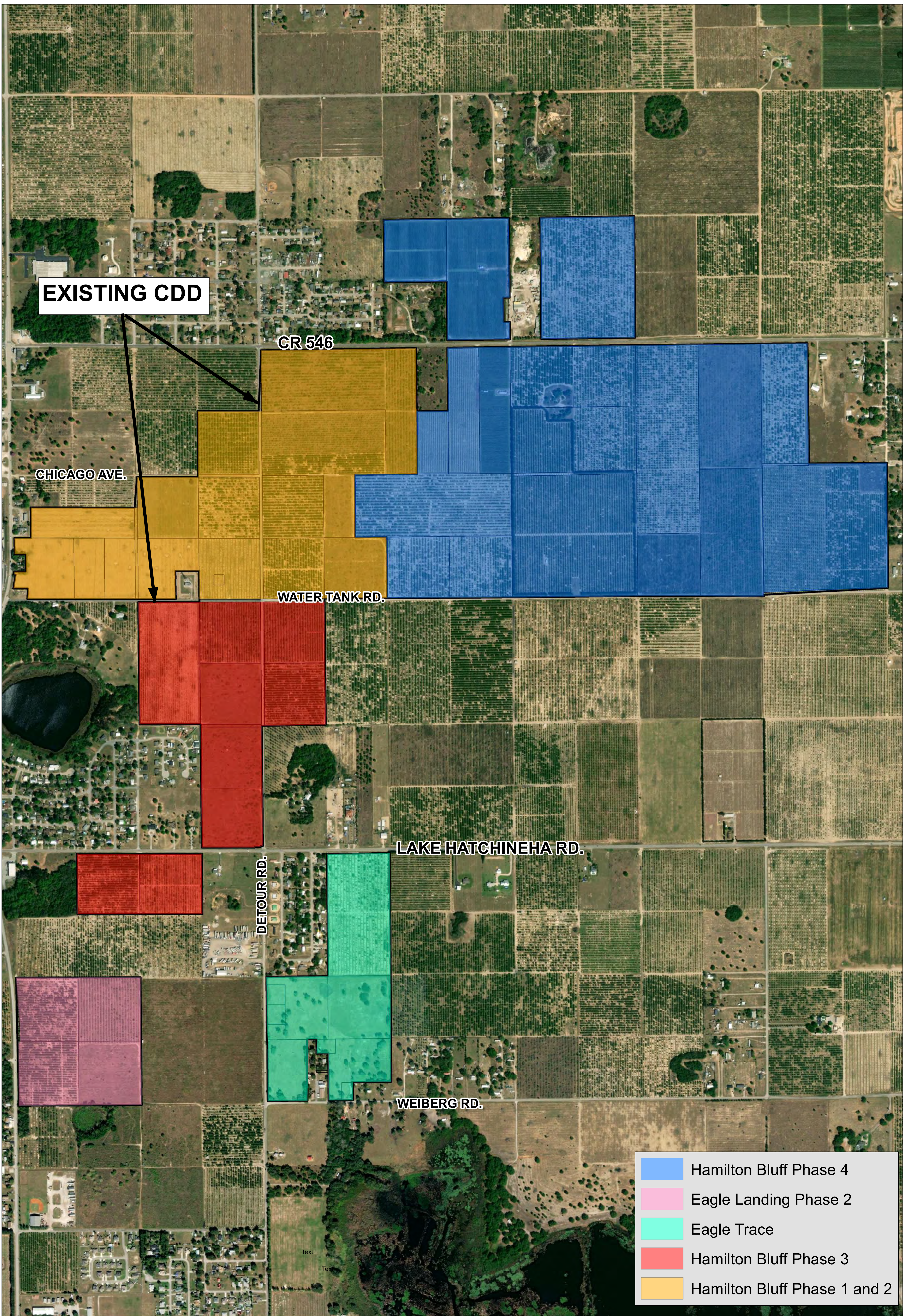
***District will fund the streetlights and the street lighting maintenance services from funds other than bond proceeds.

Exhibit 9

EXHIBIT 7B COST ESTIMATE						
FACILITY TYPE	HAMILTON BLUFF PHASES 1 & 2 2023- 2025 770 LOTS	HAMILTON BLUFF PHASE 3 2025-2027 357 LOTS	BROOK HOLLOW PHASE 2 2024-2025 210 LOTS	EAGLE TRACE 2024- 2025 234 LOTS	HAMILTON BLUFF PHASE 4 2025-2027 1,152 LOTS	TOTAL (2,723 LOTS)
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$3,789,115	\$1,503,684	\$887,258	\$988,767	\$4,867,387	\$12,036,211
Stormwater System ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$7,631,667	\$3,365,082	\$1,985,587	\$2,212,754	\$10,892,686	\$26,087,775
Utilities (Water, Sewer, & Street Lighting) ^{(1) (5)(7) (9) (11)}	\$14,971,912	\$3,016,793	\$1,780,077	\$1,983,731	\$9,765,282	\$31,517,795
Entry Feature ⁽⁸⁾	\$500,000	\$400,000	\$313,000	\$365,000	\$822,000	\$2,400,000
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$4,404,400	\$1,202,404	\$664,148	\$727,593	\$3,125,914	\$10,124,458
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$3,938,449	\$ 1,562,946	\$922,226	\$ 1,027,736	\$5,059,217	\$12,510,573
Subtotal	\$35,235,542	\$11,050,909	\$6,552,295	\$7,305,580	\$34,532,485	\$94,676,812
Professional Fees (10%)	\$3,523,554	\$1,105,091	\$655,230	\$730,558	\$3,453,249	\$9,799,652
Subtotal	\$38,759,097	\$11,050,909	\$6,552,295	\$7,305,580	\$34,532,485	\$104,144,493
Contingency (10%)	\$3,875,910	\$1,215,600	\$720,752	\$803,614	\$3,798,573	\$10,414,449
Total	\$42,635,006	\$13,371,600	\$7,928,277	\$8,839,752	\$41,784,307	\$114,558,942

Notes:

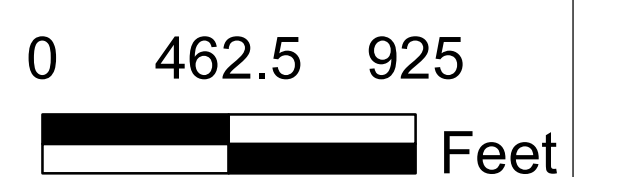
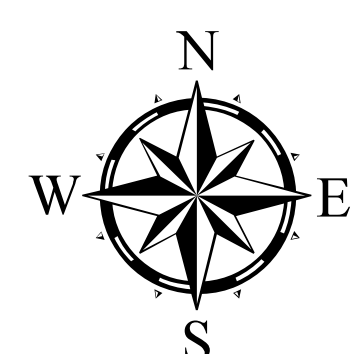
1. District to be constructed as five (5) phases.
2. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
3. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
4. Includes stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
5. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
6. Includes subdivision infrastructure and civil/site engineering.
7. Stormwater does not include grading associated with building pads.
8. Estimates are based on 2023 cost.
9. Includes entry features, signage, hardscape, landscape, irrigation, and fencing.
10. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the incremental cost of undergrounding.
11. Estimates based on 2,723 lots.
12. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (all phases).
13. Revised 2/23/2024.



- Hamilton Bluff Phase 4
- Eagle Landing Phase 2
- Eagle Trace
- Hamilton Bluff Phase 3
- Hamilton Bluff Phase 1 and 2

TOWN OF LAKE HAMILTON

EXHIBIT 10 - PHASE MAP HAMILTON BLUFF CDD



SECTION VII

*Item will be
provided under
separate cover.*

SECTION VIII

SECTION C

SECTION 1

Hamilton Bluff Community Development District

Summary of Checks

February 17, 2024 to March 15, 2024

Bank	Date	Check No.'s	Amount
General Fund			
	2/20/24	121-123	\$ 5,739.20
	2/27/24	124-125	\$ 5,508.60
	3/1/24	126	\$ 6,800.00
	3/5/24	127-131	\$ 1,120.93
	3/7/24	132-134	\$ 405,431.88
	3/12/24	135-139	\$ 3,976.57
	3/14/24	140	\$ 6,853.58
			\$ 435,430.76

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/20/24	00007	2/12/24 2396959-	202401 310-51300-31100	ENGINEER SERVICES JAN24	*	747.50	
				DEWBERRY ENGINEERS INC.			747.50 000121
2/20/24	00001	2/01/24 25	202402 310-51300-34000	MANAGEMENT FEES - FEB 24	*	2,916.67	
		2/01/24 25	202402 310-51300-35200	WEBSITE ADMIN - FEB 24	*	100.00	
		2/01/24 25	202402 310-51300-35100	INFORMATION TECH - FEB 24	*	150.00	
		2/01/24 25	202402 310-51300-51000	OFFICE SUPPLIES	*	5.51	
		2/01/24 25	202402 310-51300-42000	POSTAGE	*	10.85	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			3,183.03 000122
2/20/24	00014	2/12/24 8773	202401 310-51300-31500	GENERAL COUNSEL - JAN 24	*	1,808.67	
				KILINSKI / VAN WYK, PLLC			1,808.67 000123
2/27/24	00018	1/31/24 022013	202402 300-20700-10200	031 FR#3	*	3,537.26	
				ABSOLUTE ENGINEERING, INC.			3,537.26 000124
2/27/24	00019	1/26/24 219519	202402 300-20700-10200	031 FR#3	*	1,971.34	
				HORNER ENVIRONMENTAL PROFESSIONALS			1,971.34 000125
3/01/24	00020	2/01/24 35091	202402 300-20700-10200	031 FR#4	*	6,800.00	
				INNOVATIONS DESIGN GROOUP			6,800.00 000126
3/05/24	00011	2/28/24 BH022820	202402 310-51300-11000	SUPERVISOR FEE 02/28/24	*	200.00	
				BOBBIE HENLEY			200.00 000127
3/05/24	00013	2/28/24 EL022820	202402 310-51300-11000	SUPERVISOR FEE 02/28/24	*	200.00	
				ERIC LAVOIE			200.00 000128
3/05/24	00016	2/29/24 00062675	202402 310-51300-48000	NOT OF 2/8/24 MEETING	*	320.93	
				GANNETT FLORIDA LOCALIQ			320.93 000129
3/05/24	00012	2/28/24 JK022820	202402 310-51300-11000	SUPERVISOR FEE 02/28/24	*	200.00	
				JESSICA KOWALSKI			200.00 000130
				HAMB HAMILTON BLUFF AGUZMAN			

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/05/24	00009	2/28/24	LS022820	202402	310-51300	11000	SUPERVISOR FEE 02/28/24 LAUREN SCHWENK	*	200.00	200.00	000131
3/07/24	00014	2/09/24	8627 031 FR#5	202403	300-20700	10200	KILINSKI / VAN WYK, PLLC	*	1,380.00	1,380.00	000132
3/07/24	00022	2/23/24	I2402236 031 FR#5	202403	300-20700	10200	STACY'S PRINTING	*	74.75	74.75	000133
3/07/24	00021	1/25/24	87281 031 FR#5	202403	300-20700	10200	TUCKER PAVING, INC.	*	403,977.13	403,977.13	000134
3/12/24	00011	3/05/24	BH030520	202403	310-51300	11000	SUPERVISOR FEES 03/05/24 BOBBIE HENLEY	*	200.00	200.00	000135
3/12/24	00013	3/05/24	EL030520	202403	310-51300	11000	SUPERVISOR FEES 03/05/24 ERIC LAVOIE	*	200.00	200.00	000136
3/12/24	00001	3/01/24	26	202403	310-51300	34000	MANAGEMENT FEES - MAR 24	*	2,916.67		
		3/01/24	26	202403	310-51300	35200	WEBSITE ADMIN - MAR 24	*	100.00		
		3/01/24	26	202403	310-51300	35100	INFORMATION TECH - MAR 24	*	150.00		
		3/01/24	26	202403	310-51300	51000	OFFICE SUPPLIES	*	2.83		
		3/01/24	26	202403	310-51300	42000	POSTAGE	*	7.07		
							GOVERNMENTAL MANAGEMENT SERVICES-CF			3,176.57	000137
3/12/24	00012	3/05/24	JK030520	202403	310-51300	11000	SUPERVISOR FEES 03/05/24 JESSICA KOWALSKI	*	200.00	200.00	000138
3/12/24	00009	3/05/24	LS030520	202403	310-51300	11000	SUPERVISOR FEES 03/05/24 LAUREN SCHWENK	*	200.00	200.00	000139
3/14/24	00020	3/01/24	35152 031 FR#6	202403	300-20700	10200	INNOVATIONS DESIGN GROOUP	*	6,853.58	6,853.58	000140
TOTAL FOR BANK A									435,430.76		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						435,430.76	

HAMB HAMILTON BLUFF AGUZMAN

SECTION 2

Hamilton Bluff
Community Development District

Unaudited Financial Reporting
February 29, 2024



Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Capital Projects Fund</u>
4	<hr/>	<u>Month to Month</u>

Hamilton Bluff
Community Development District
Combined Balance Sheet
February 29, 2024

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 24,601	\$ -	\$ 24,601
Due from Developer	\$ 9,920	\$ 405,432	\$ 415,352
Total Assets	\$ 34,521	\$ 405,432	\$ 439,953
Liabilities:			
Accounts Payable	\$ 17,841	\$ -	\$ 17,841
Contracts Payable	\$ -	\$ 405,432	\$ 405,432
Total Liabilities	\$ 17,841	\$ 405,432	\$ 423,273
Fund Balance:			
Unassigned	\$ 16,680	\$ -	\$ 16,680
Total Fund Balances	\$ 16,680	\$ -	\$ 16,680
Total Liabilities & Fund Balance	\$ 34,521	\$ 405,432	\$ 439,953

Hamilton Bluff

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Developer Contributions	\$ 430,750	\$ 40,000	\$ 40,000	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 42,219	\$ 42,219
Total Revenues	\$ 430,750	\$ 40,000	\$ 82,219	\$ 42,219
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 2,600	\$ 2,400
Engineering	\$ 15,000	\$ 6,250	\$ 1,265	\$ 4,985
Attorney	\$ 25,000	\$ 10,417	\$ 5,706	\$ 4,711
Annual Audit	\$ 2,950	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 14,583	\$ 14,583	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Postage & Delivery	\$ 1,000	\$ 417	\$ 45	\$ 372
Insurance	\$ 5,500	\$ 5,500	\$ 5,200	\$ 300
Printing & Binding	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ 1,878	\$ 2,289
Boundary Amendment Expenses	\$ -	\$ -	\$ 23,001	\$ (23,001)
Other Current Charges	\$ 5,000	\$ 2,083	\$ 193	\$ 1,890
Office Supplies	\$ 625	\$ 260	\$ 9	\$ 252
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 130,750	\$ 50,519	\$ 55,905	\$ (5,386)
<u>Operations & Maintenance</u>				
Playground Lease	\$ 50,000	\$ 20,833	\$ -	\$ 20,833
Field Contingency	\$ 250,000	\$ 104,167	\$ -	\$ 104,167
Total Operations & Maintenance	\$ 300,000	\$ 125,000	\$ -	\$ 125,000
Total Expenditures	\$ 430,750	\$ 175,519	\$ 55,905	\$ 119,614
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 26,314	
Fund Balance - Beginning	\$ -		\$ (9,634)	
Fund Balance - Ending	\$ -		\$ 16,680	

Hamilton Bluff
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues				
Developer Advances	\$ -	\$ -	\$ 541,189	\$ 541,189
Total Revenues	\$ -	\$ -	\$ 541,189	\$ 541,189
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 541,189	\$ (541,189)
Total Expenditures	\$ -	\$ -	\$ 541,189	\$ (541,189)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ -	

Hamilton Bluff
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Boundary Amendment Contributions	\$ -	\$ 7,228	\$ 15,934	\$ 9,138	\$ 9,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,219
Total Revenues	\$ 20,000	\$ 7,228	\$ 15,934	\$ 29,138	\$ 9,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,219
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 600	\$ -	\$ -	\$ 1,200	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600
Engineering	\$ 255	\$ 263	\$ -	\$ 748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,265
Attorney	\$ 1,525	\$ 1,275	\$ 1,097	\$ 1,809	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,706
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,583
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Postage & Delivery	\$ 1	\$ 27	\$ 3	\$ 3	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ 321	\$ 1,236	\$ -	\$ 321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,878
Boundary Amendment Expenses	\$ 3,944	\$ 9,138	\$ 8,625	\$ 1,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,001
Other Current Charges	\$ 38	\$ 38	\$ 38	\$ 38	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193
Office Supplies	\$ 0	\$ 3	\$ 0	\$ 0	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 14,905	\$ 14,231	\$ 14,166	\$ 8,258	\$ 4,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,905
Operations & Maintenance													
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 14,905	\$ 14,231	\$ 14,166	\$ 8,258	\$ 4,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,905
Excess (Deficiency) of Revenues over Expenditures	\$ 5,095	\$ (7,004)	\$ 1,767	\$ 20,880	\$ 5,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,314