

*Gardens at Hammock Beach
Community Development District*

Agenda

March 5, 2021

AGENDA

Gardens at Hammock Beach

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

February 26, 2021

**Board of Supervisors
Gardens at Hammock Beach
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Gardens at Hammock Beach Community Development District** will be held **Friday, March 5, 2021 at 10:00 AM City Centré at Palm Coast Town Center, 145 City Place, Suite 301, Palm Coast, FL 32164.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the January 15, 2021 Meeting and Acceptance of Minutes of the November 13, 2020 Landowners' Meeting
4. Consideration of Resolution 2021-06 Providing for the Removal and Appointment of Treasurer and Appointment of Assistant Treasurer
5. Public Hearing
 - A. Presentation of Engineer's Report
 - B. Presentation of Assessment Methodology
 - C. Consideration of Resolution 2021-07 Levying Special Assessments
6. Discussion of E-Verify Memorandum and Ratification of Execution of Memorandum of Understanding
7. Staff Reports
 - A. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Fiscal Year 2021 Funding Request #3
8. Other Business
9. Supervisors Requests
10. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the January 15, 2021 Board of Supervisors meeting and acceptance of minutes of the November 13, 2020 Landowners' meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of resolution 2021-06 providing for the removal and appointment of treasurer and appointment of assistant treasurer. A copy of the resolution is enclosed for your review.

The fifth order of business opens the public hearing. Section A is presentation of Engineer's Report. A copy of the report is enclosed for your review. Section B is presentation of assessment methodology. A copy of the report is enclosed for your review. Section C is consideration of Resolution 2021-07 levying special assessments. A copy of the resolution is enclosed for your review.

The sixth order of business is discussion of E-Verify memorandum and ratification of execution of memorandum of understanding. A copy of the MOU is enclosed for your review.

The seventh order of business is staff reports. Section 1 of the District Manager's Report includes the balance sheet and income statement for your review. Section 2 is the ratification of Fiscal Year 2021 funding request #3. Copies of the funding requests and supporting invoices are enclosed for your review. Section 3 is designation of public records location. There is no back-up.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,



George S. Flint
District Manager

CC: Darrin Mossing, GMS
Parker Mynchenberg, District Engineer
Michael Chiumento III, District Counsel

Enclosures

MINUTES

MINUTES OF MEETING
GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Gardens at Hammock Beach Community Development District was held on Friday, January 15, 2021 at 12:00 p.m. at City Centr  at Palm Coast Town Center, 145 City Place, Suite 301, Palm Coast, Florida.

Present and constituting a quorum were:

Clint Smith	Chairman
David Lusby	Vice Chairman
William Livingston	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Chiumento III	District Counsel
Ken Belshe	Palm Coast Intracoastal, LLC

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 12:00 p.m. A quorum was present.

- **Appointment of Individuals to Fulfill the Board Vacancies in Seats 4 & 5**
(Added)

Mr. Flint: We have two vacant seats. Are there any nominations to appoint anyone to the vacancies at this point? Hearing none, we will continue that item.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Is there any public comment? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the December 4, 2020 Meeting

Mr. Flint: Did the Board have any additions, deletions, or corrections to the minutes of the December 4, 2020 meeting? Hearing none,

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the Minutes of the December 4, 2020 Meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Financing Matters****A. Consideration of Engineer's Report****B. Consideration of Assessment Methodology**

Mr. Flint: We had a public hearing scheduled for January 5th. Unfortunately, we did not have a quorum to hold that meeting. Therefore, we placed the items back onto this agenda to restart the public hearing process. You have the Engineer's Report, dated February 27, 2020, which has not changed. It describes the eligible costs that could be financed by the District in this Assessment Area. Are there any questions or comments on the Engineer's Report? There are \$20,185,000 in improvements. You also have the Master Assessment Methodology Report for Assessment Area One. It takes the Engineer's Report and includes the development program. If you turn to Page 9, the first table is the Development Plan. We are anticipating 335 single-family homes. We assigned Equivalent Residential Unit (ERU) factors to those, resulting in 428.8 ERUs. Table 2 identifies the capital improvements that are taken directly from the Engineer's Report. That is the \$20,185,000. Table 3 is the bond sizing, assuming the District issues bonds to fund 100% of the eligible improvements under some very conservative assumptions. We would need to issue \$25,565,000 in par debt. Table 4 shows the improvement cost per unit. Table 5 is the par debt per unit and Table 6 is the net and gross annual assessments if we were to fund 100% of the improvements. We likely would never impose assessments at this level, but this process is the master lien, which is intended to give you maximum flexibility when you actually go to issue bonds. Table 7 is the Preliminary Assessment Roll, which is a legal description of the assessment area, which is 248.93 acres. We also included the sketch and legal description. Those have not changed. You've seen those reports several times.

C. Consideration of 2021-04 Declaring Special Assessments

Mr. Flint: The next item is Resolution 2021-04. Exhibit A is the Engineer's Report and Exhibit B is the Assessment Methodology Report. In this resolution, the District declares its intent to impose assessments. It is not actually creating a lien or imposing the assessments. It is just declaring the intent to do so. Are there any questions on Resolution 2021-04? Hearing none, we need a motion to adopt it.

On MOTION by Mr. Lusby seconded by Mr. Smith with all in favor Resolution 2021-04 Declaring Special Assessments was approved.

D. Consideration of Resolution 2021-05 Setting a Public Hearing for Special Assessments

Mr. Flint: Resolution 2021-05 sets the date, place and time of the public hearing. I think we were talking about a date 45 days out, which is basically six weeks or Friday, March 5, 2021. Does that work?

Mr. Smith: What time?

Mr. Flint: That's up to you. It will be on the first Friday in March.

Mr. Smith: I'm free.

Mr. Flint: Does March 5 at 10:00 a.m. work?

Mr. Livingston: It is going to work fine.

Mr. Flint: If that works, we will fill in the blanks in the resolution.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor Resolution 2021-05 Setting a Public Hearing for Special Assessments on March 5, 2021 at 10:00 a.m. at this location was adopted.

Mr. Flint: That's all we needed on financing matters.

FIFTH ORDER OF BUSINESS

Staff Reports

• **Attorney (Added)**

Mr. Flint: We streamlined this agenda. Michael, do you have anything?

Mr. Chiumento III: No.

A. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the Unaudited Financials through September 30, 2020. Are there any questions on the financials? Hearing none,

ii. Ratification of Fiscal Year 2021 Funding Request #2

Mr. Flint: We are asking the Board to ratify Funding Request #2 for Fiscal Year 2021. It has been transmitted to the developer under the Developer Funding Agreement. It totals \$6,966.10.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor Funding Request #2 for Fiscal Year 2021 was ratified.

iii. Designation of Public Records Location

Mr. Flint: We need to designate a public records location in Flagler County. Previously, we designated Ken's office across the hall, but since he's moved, we need another location. The only obligation of the local records office is to house a three-ring binder. The record of proceedings would be contained in that binder to meet the statutory requirement. If anyone asked to inspect them, they would have to be provided. Obviously, most of the records are contained in our office as the records custodian, but to meet the statutory requirements, you have to have a local records office. Ken, I don't know if you are willing to continue to have your office serve as the local records office.

Mr. Belshe: You can do it in my office.

Mr. Livingston: You are not going anywhere are you?

Mr. Belshe: No.

Mr. Smith: It's more appropriate in the attorney's office.

Mr. Chiumento III: It's a book on a shelf. If somebody wants something, it's here.

Mr. Flint: The attorney or engineer will usually use their office. Once the project is developed, if you have a Clubhouse, normally we would designate the Clubhouse or construction trailer. If you are okay with that, we need a motion to designate District Counsel's office as the local records office.

On MOTION by Mr. Lusby seconded by Mr. Smith with all in favor designating District Counsel's office, City Centre at Palm Coast Town Center, 145 City Place, Suite 301, Palm Coast, Florida as the public records location, was approved.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Flint: That was all we had on the agenda for this meeting. Was there anything else that the Board or staff wanted to discuss? Hearing none,

SEVENTH ORDER OF BUSINESS

Supervisor's Request

Mr. Flint: If there's nothing else from the Board or staff, we need a motion to adjourn.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith seconded by Mr. Lusby with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING
GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT

The Landowner meeting of the Hammock Beach Community Development District was held on Friday, November 13, 2020 at 1:00 p.m. at City Centré at Palm Coast Town Center, 145 City Place, Suite 300, Palm Coast, Florida.

Present were:

George Flint
Ken Belshe

Chairman
Palm Coast Intracoastal, LLC

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Flint: I've been provided a landowner proxy signed by an authorized representative of the landowner of Palm Coast Intracoastal, LLC. It represents 824.08 acres for 825 votes.

SECOND ORDER OF BUSINESS

Call to Order

Mr. Flint: At this time I will call the landowner meeting to order.

THIRD ORDER OF BUSINESS

**Election of a Chairman for the Purpose of
Conducting the Landowners Meeting**

Mr. Flint: The proxy names Mr. Ken Belshe as the proxy holder. Mr. Belshe would you designate me as Chairman for purposes of running the landowner election?

Mr. Belshe: So designated.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Mr. Flint: Mr. Belshe has provided me with a ballot nominating Mr. David Lusby, Mr. William Livingston, and there is no nomination for the third seat. Are there any other nominations at this time?

Mr. Belshe: No others.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Flint: Based on the ballot provided by Mr. Belshe, he is casting 825 votes for Mr. Lusby, 825 votes for Mr. Livingston, and no votes for the open seat.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Mr. Flint: As a result of the ballots casted, Mr. Livingston and Mr. Lusby will serve four year terms.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

Mr. Flint: Are there any questions of the landowner? Hearing none,

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Flint: Hearing no other questions, I will adjourn the landowner meeting.

SECTION IV

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF TREASURER AND APPOINTMENT OF ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer, and appointment of an Assistant Treasurer.

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

Section 1. Jill Burns is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Ariel Lovera, is removed.

Section 2. Katie Costa is appointed Assistant Treasurer effective immediately.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF MARCH, 2021.

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT
DISTRICT**

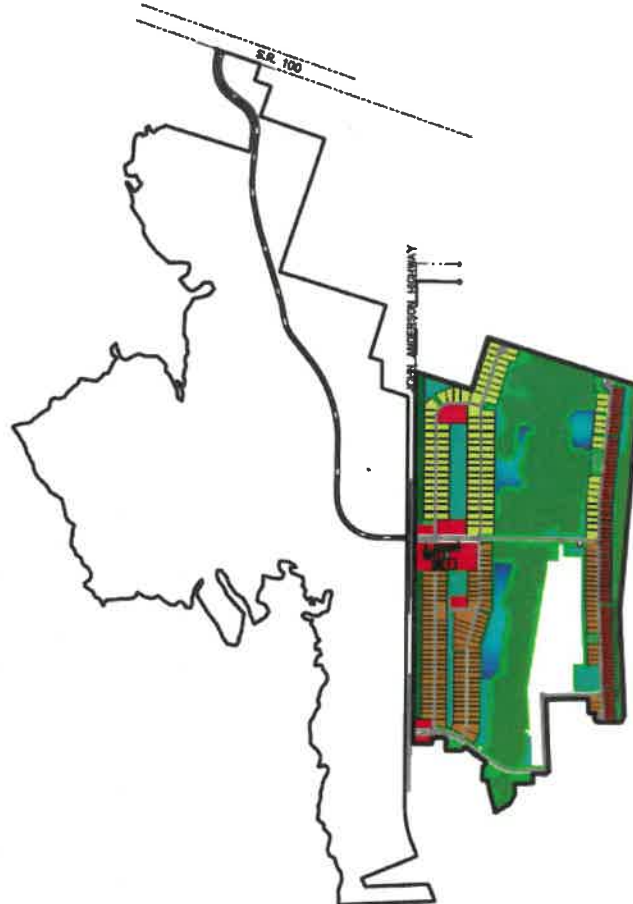
CHAIR/VICE-CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY

SECTION V

SECTION A



Gardens at Hammock Beach Community Development District

Master Engineer's Report – Assessment Area One
Prepared for Gardens at Hammock Beach Community Development District
Flagler County Florida

February 27, 2020

SUBMITTED BY:

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Ave.
Holly Hill, Florida 32117
386-677-6891

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EXHIBITS

EXHIBIT A	Location Map Assessment Area One
EXHIBIT A-1.....	Legal Description Assessment Area One
EXHIBIT A-2.....	Legal Description Development Boundary
EXHIBIT B	Master Site Plan Assessment Area One
EXHIBIT C	Master Stormwater Plan Assessment Area One
EXHIBIT D-1	Master Potable Water System Plan Assessment Area One
EXHIBIT D-2	Master Sanitary Sewer System Plan Assessment Area One
EXHIBIT D-3	Master Reclaimed Water System Plan Assessment Area One
EXHIBIT E	Opinion of Probable Construction Cost Assessment Area One

Gardens at Hammock Beach Community Development District

Engineer's Report

1. INTRODUCTION

1.1 Description of The Gardens Assessment Area One Community

The Gardens (also referred to as the "Development") is a 824.13 gross acres master planned, commercial/residential community located in Flagler County as shown on Location Map [Exhibit A](#). The Assessment Area One Development legal description is attached, [Exhibit A-1](#). The Assessment Area One Development is part of the 824.13 acres and is 248.93 acres and located east of John Anderson Highway. The Master Developer ("Developer") is Palm Coast Intracoastal, LLC, based in Charlotte, North Carolina.

The Development is part of a Planned Unit Development (PUD) known as Hammock Beach River Club which allows for up to and including, but not limited to, 453 residential units and 230,694 square feet of commercial/retail/office/multi-family area and 100,000 square feet of specialty retail. The Assessment Area One Development consists of 335 single family lots and

clubhouse amenity, associated roadway, sidewalk, drainage, water, sewer, reuse, signage, and irrigation improvements. A land use summary of the Assessment Area One is presented in [Table 1](#).

The Gardens at Hammock Beach Community Development District (herein called the "District" or "CDD") encompasses 953.37 gross acres of land and will construct, acquire, operate and/or maintain certain portions of the public infrastructure to support the Development. The legal description of the District Boundaries can be seen in [Exhibit A-2](#). The District will acquire or construct infrastructure in phases as necessary. Currently, the Development has an Assessment Area One that include 6 sub phases for which all or a portion of certain infrastructure improvements identified herein are expected to be financed from the proceeds of District special assessment revenue bonds. Construction of the first phases of the Development, part of the roadway infrastructure, and the overall grading for the Development will commence in 2020. An inventory of the phasing has been presented in [Table 2](#) and [Table 3](#) together with the proposed unit mix of the single-family residential units for the Development.

1.2 Purpose of Report

The purpose of this report is to provide a description of Assessment Area One Development, which will serve 248.93 gross acres of the District consisting of 335 single-family lots and the capital improvements to be constructed, acquired and/or financed by the District; and apportionment of the costs of the capital improvements.

TABLE 1 - LAND USE SUMMARY	AREA (AC)
Residential Land	248.93

TABLE 2 – ASSESSMENT AREA ONE, PHASING SUMMARY		
PHASE	SINGLE FAMILY	AREA (AC.)
Gardens – Phase 1-1A	56	90.4
Gardens – Phase 1-1B	54	18.0
Gardens – Phase 1-1C	35	26.7
Gardens – Phase 1-2A	66	75.13
Gardens – Phase 1-2B	65	21.8
Gardens – Phase 1-2C	59	16.9
TOTAL – Assessment Area One Gardens at Hammock Beach CDD	335	248.93

TABLE 3 - LOT TYPES					
PHASE	SINGLE FAMILY			NO. UNITS	AREA (AC.)
	50'	60'	80'		
Gardens – Phase 1-1A	38		18	56	90.4
Gardens – Phase 1-1B			54	54	18.0
Gardens – Phase 1-1C			35	35	26.7
Gardens – Phase 1-2A	42	24		66	75.13
Gardens – Phase 1-2B		65		65	21.8
Gardens – Phase 1-2C		59		59	16.9
TOTAL – Assessment Area One Gardens at Hammock Beach CDD	80	148	107	335	248.93

2. DISTRICT BOUNDARY AND ASSESSMENT AREA ONE PROPERTIES SERVED

2.1 District Boundary

The Gardens Master Site Plan Assessment Area One, Exhibit B, identifies the location and boundary of the Development included within the District. The Development Plan will provide for single family residential and associated amenities, and is located east of I-95 and south of SR 100 and east of John Anderson Highway in Flagler County.

2.2 Description of Properties Served Assessment Area One

The Development is located within Section 13, 14, and 38, Township 12 South, Range 31 East all within Flagler County, Florida. The existing property consists of wooded area, open pasture land and forested wetland. The environmental areas associated with the Development have been reviewed and are to be part of Open Space/Conservation areas within a parcel. The terrain of the site slopes to the east with elevations ranging from EL. 2.0 to EL. 20.0 NAVD 88.

3. PROPOSED ASSESSMENT AREA ONE DEVELOPMENT INFRASTRUCTURE

3.1 Summary of the Proposed Project Assessment Area One Infrastructure

The project infrastructure may generally consist of the following systems to serve the Development:

- On-Site Master Public Roadway Improvements
- Water Distribution and Sanitary Sewer Collection Systems and Reuse Water Distribution and New Reuse Treatment Plant
- Off-Site and On-Site Master Public Roadway Improvement (turn lanes and sidewalk John Anderson Highway)
- Master Stormwater Management System
- Landscaping, in common areas
- Irrigation, in common areas
- Hardscape, in common areas

- Conservation Mitigation Areas
- Electrical Service System (Underground)

TABLE 4 - PROPOSED FACILITIES

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection	City of Flagler Beach/CDD
Water Distribution	City of Flagler Beach/CDD
Reuse Water	City of Flagler Beach/CDD
Master Stormwater Management System	CDD
Electrical Service System	FPL
Conservation Mitigation	CDD
Landscaping/Irrigation/Hardscape Master Public Roads	CDD

This infrastructure serves as a system of improvements benefitting all lands within the Development. To the extent that the boundary of the District is amended from time to time, the District will consider amendments or supplementals to this report at such time.

3.2 Master Stormwater Management System Assessment Area One

The Assessment Area One Master Stormwater Management System provides for the storm water runoff treatment and will treat and attenuate stormwater runoff that will be carried out through the use of manmade retention and detention systems and collected in inlets, pipes, curbs and paved and sodded surfaces to convey this runoff. These systems discharge to the adjacent wetland or Intracoastal Waterway. Flagler County and the St. Johns River Water Management District (SJRWMD) regulate the design criteria for the District's stormwater management facilities. The Master Stormwater Management System will discharge through interconnected swales, pipes, ponds and canals to lakes within the Development. The Master Stormwater Management System will adhere to the design criteria of

these agencies, which require that drainage systems be designed to attenuate a 25-year, 24-hour rainfall event to pre-development discharges. This criterion is typical for similar developments with positive outfalls.

The Master Stormwater Management System will also adhere to the requirements of SJRWMD and Flagler County, which requires that all building finished floor elevations be constructed minimum one-foot above the anticipated flood elevation for the 100-year, 24-hour storm event. The treatment of stormwater runoff will be provided in accordance with the design guidelines for dry and wet retention/detention systems as mandated by the SJRWMD and Flagler County. Stormwater runoff will be collected by curbs and stormwater conveyance surfaces with drainage inlets and an underground storm sewer pipe and open canal systems conveyed to the retention/detention areas. The overall drainage system is shown on the Master Stormwater Plan Assessment Area One, Exhibit C. The Master Stormwater Management System consists of various dry retention areas and ponds that collect runoff from the developed property. The District will finance the cost of stormwater collection and treatment systems, as well as the construction and/or maintenance of said retention areas. All of these improvements will be owned and maintained by the District.

3.3 Public Roadway Systems

The on-site public roadways improvement ("Roadway") associated within the Development will be developed and funded, owned and maintained by the District for ownership and operation. The Roadway's system within the Development and each phase will consist of two (2) lane roads throughout each phase within the project with two (2) new entrances with turn lanes connected to John Anderson Highway. All of these roadways will consist of road surface with a minimum of twenty-four (24) foot pavement sections with curbs, single lanes to be 15 foot minimum. All the internal roadways will be public. The roadways will serve the different land uses within the Development. Construction of the roadway pavement will consist of an asphaltic concrete surface with sidewalks, signing and striping, landscaping, lighting, and landscaped hardscape features.

The Development will provide for the design and construction of an off-site roadway improvements providing turn lanes at road connections to John Anderson Highway. The roadway improvement will include right hand and left-hand turn lanes. These improvements will

serve all of the phases within the District as the main entrances.

The on-site public roadways and the off-site public roadway improvements will be designed and constructed in accordance with the applicable Flagler County and Florida Department of Transportation (FDOT) standards. Please refer to Exhibit B for depiction of the roadway systems within and adjacent to the Development.

The roadway improvements will include utilities that will run within the road right-of-way. The utilities within these roadways (described in 3.4) and any landscaping/hardscaping related to these roadways will be developed as part of the improvements to the District. A stormwater drainage facility (as described in 3.2) will also be provided for these improvements within the Master Stormwater Management System. The District will finance, own and maintain these improvements.

3.4 Water Distribution, Sanitary Sewer Collection, Reuse Water Distribution Systems and Reuse Treatment Plant

The Assessment Area One Development includes utilities within the right-of-way and adjacent utility easements of the proposed community infrastructure and internal streets. City of Flagler Beach Utilities will provide reuse water, potable water and wastewater services for the District. The major trunk lines, collection systems and transmission mains to serve the District's various phases of the Development are to be constructed or acquired by the District. Water, sewer and reuse will be provided by the City of Flagler Beach. A new reuse irrigation wastewater treatment plant may be constructed. The overall water distribution systems, sanitary sewer collection and reuse water lines are shown on the Master Utility Plan Assessment Area One Sheets, Exhibits D1-D3.

The potable water facilities for the Assessment Area One will include both transmission and distribution mains along with necessary valving, fire hydrants and water services to boundary lines or individual lots and Development parcels. It is currently estimated that these water mains of various sizes will be funded by the District.

The wastewater facilities for the Assessment Area One will include gravity collection sewer lines and mains. The two (2) new lift stations will be located within the District and will service the Development. These new lift stations will tie into the new 12" forcemain located on John Anderson Highway. A new reuse / irrigation wastewater treatment plant may be constructed to provide irrigation demand. It is currently estimated that these gravity

Gardens at Hammock Beach Community Development District–Master Engineer's Report–Assessment Area One

February 27, 2020

collection systems forcemain and reuse irrigation wastewater treatment plant will be constructed, acquired or financed by the District.

Design of the wastewater collection system, reuse water system reuse irrigation wastewater treatment plant and the water distribution system for potable water and fire protection is in accordance with the criteria and guidelines of City of Flagler Beach, and the Florida Department of Environmental Protection (FDEP). Utility extension within John Anderson Highway will also be included as part of the infrastructure improvements for the Development. All of these improvements will be financed by the District and owned and maintained by the City of Flagler Beach.

3.5 Landscaping, Irrigation and Entry Features in Common Areas

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Assessment Area One Development will be provided by the District. The irrigation system will use reuse water as provided by City of Flagler Beach Utilities. The master reuse water mains to the various phases of Development will be constructed or acquired by the District with District funds and subsequently turned over to City of Flagler Beach Utilities. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the off-site intersection improvements for John Anderson Highway Roadways. Perimeter walls will be provided at the site entrances and perimeters. These items may be funded, owned and maintained by the District. Parks and community areas within each phase will be part of the facilities that may be financed and owned by the District.

3.6 Electrical Service (Underground)

Florida Power and Light (FPL) will provide the electrical service to the Development. The service will include the primary and secondary systems to serve the various land uses, sanitary lift stations and street lighting. The balance of the costs of providing electricity is expected to be at the expense of the Developer.

3.7 Conservation Areas

The proposed Development of the community will require mitigation of wetland communities for any impacts to the existing wetlands within the District and as part of the approvals for the Master Stormwater Management

System. The District will fund the mitigation and conservation areas, as required, for approvals.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Exhibit E presents a summary of the costs for the Assessment Area One infrastructure including roads, drainage, water, sewer, reuse, landscaping, entry feature, and electrical service (underground).

Costs for the Assessment Area One in Exhibit E are derived from expected quantities of the infrastructure multiplied by unit costs typical of the industry in East Central Florida. Included within these costs are technical services consisting of planning, land surveying, engineering, environmental permitting, soils and material testing related to such infrastructure. These services are necessary for the design, permitting and construction contract management for the Development infrastructure. The costs are exclusive of certain legal, administrative, financing, operations or maintenance services necessary to finance, construct, acquire and/or operate the Master Project infrastructure.

5. PERMITTING STATUS

The Gardens at Hammock Beach CDD is located within Flagler County. The District is currently approved by the County as a Planned Unit Development. The District is within the City of Flagler Beach Utilities service area for the sanitary sewer service, water distribution, and reuse water service.

The District is also located within the St Johns River Water Management District (SJRWMD) for stormwater management approvals.

Flagler County previously approved a Planned Unit Development for the community which allows Development as one single phase or in multiple phases. The Developer anticipates a phased approach and is currently seeking approvals for Phase 1-1A, Phase 1-1B, Phase 1-1C, Phase 1-2A, Phase 1-2B, Phase 1-2C, which, in total, will consist of 335 single-family lots.

Preliminary Plat approval from Flagler County must be obtained before construction can begin on the aforementioned phases. The remaining phase(s) will also require approvals from Flagler County before construction can begin.

Construction plans and documents have been submitted to the SJRWMD for Phase 1-1A, Phase 1-1B, Phase 1-1C, Phase 1-2A, Phase 1-2B, and Phase 1-2C and an Environmental Resources Permit (ERP) will be secured prior to construction.

Permits applications will be made through the City of Flagler Beach Utility Department for approval for sanitary sewer, water distribution, and reuse water systems for Phase 1-1A, Phase 1-1B, Phase 1-1C, Phase 1-2A, Phase 1-2B, and Phase 1-2C. A recorded Intralocal Agreement obligates the City of Flagler Beach to provide water, sewer and reuse water if capacity allows. Any future phase(s) will require additional applications and approvals by the City of Flagler Beach.

Additional permits may be required from The Army Corps of Engineers, the Florida Department of Environmental Protection (Water and Wastewater permits), the Environmental Protection Agency, The National Pollutant Discharge Elimination System, FEMA and the FDOT (Driveway/Utility/Drainage Permit for SR 100). The Developer will seek these permits, as is typically done, as construction plans and drawings are made available.

The District Engineer will certify that all permits necessary to complete the Development have either been obtained or, in his expert opinion, will be obtained and there is no reason to believe that the necessary permits

cannot be obtained for the entire Assessment Area One Development.

6. ENGINEER'S CERTIFICATION

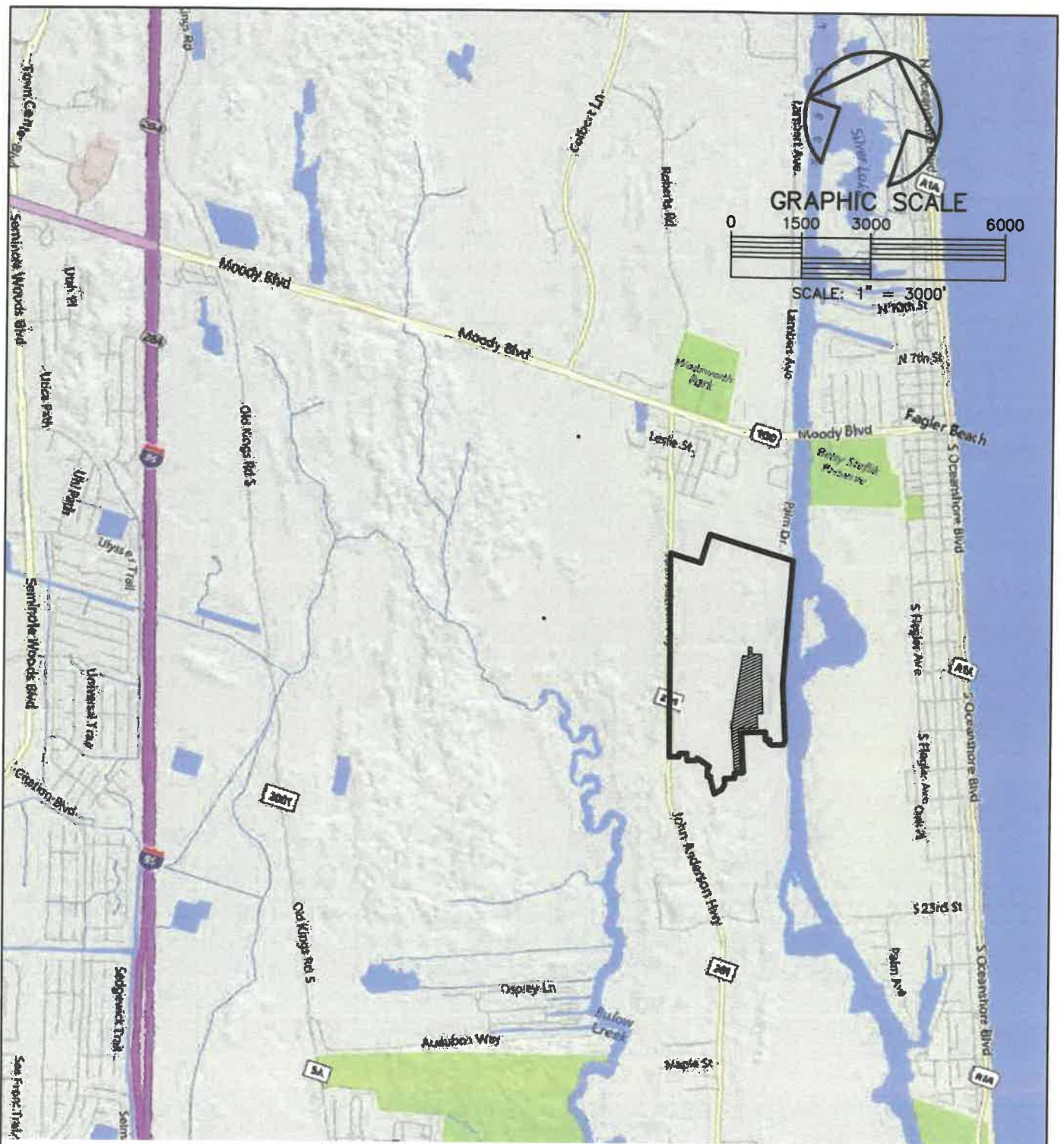
It is our opinion that the costs of the Assessment Area One Development improvements proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the Master Project 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 Gardens at Hammock Beach Community Development District.



02-27-2020

Parker Mynchenberg, P.E.
Florida License No. 32645



THE GARDENS LOCATION MAP ASSESSMENT AREA ONE

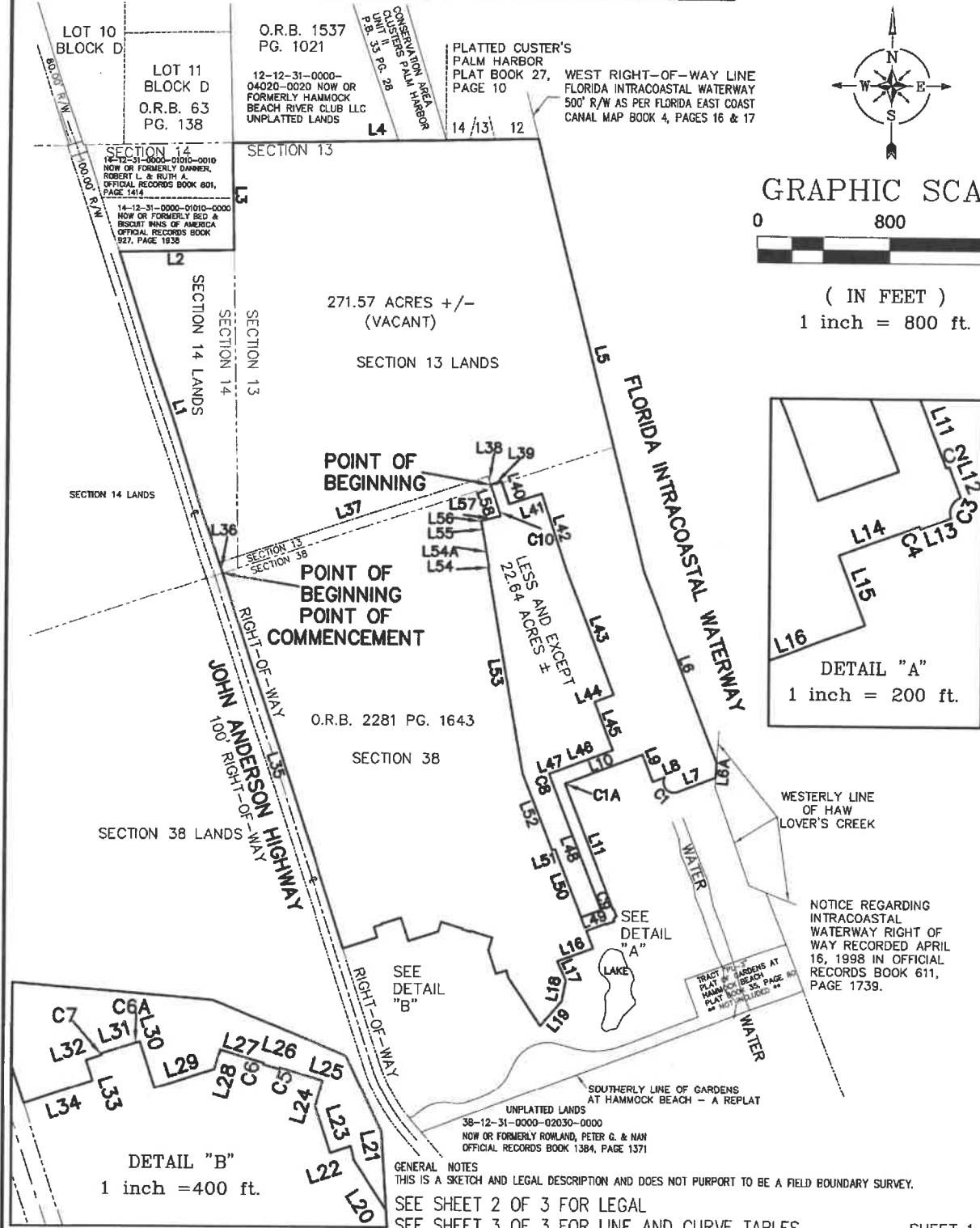
PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT A

02/27/2020

(IN FEET)
1 inch = 800 ft.



PROFESSIONAL LAND SURVEYORS L.B. #7800

21 Utility Drive Suite 21 B Palm Coast, Florida 32137 OFFICE (386) 283-4561 CELL (904) 631-5484

EXHIBIT A-1

LEGAL DESCRIPTION ASSESSMENT AREA ONE

02/27/2020
1 OF 3

MAP SHOWING SKETCH OF LEGAL

A portion of Sections 13, 14 and 38, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows: Commence at the intersection of the East right of way line of John Anderson Highway (State Road 201 and 100 foot right of way) and the North line of said Section 38; thence North 18°15'20" West along said East right of way line, a distance of 2087.24 feet to the Southwest corner of those lands as described in Official Records Book 927, page 1938 of the public records of said County and said point also being a Northwest corner of those lands in Official Records Book 2281, page 1643 of said public records; thence North 88°47'24" East, along the Southerly line of said lands as described in Official Records Book 927, page 1938 and also along a Northerly line of said lands described in Official Records Book 2281, page 1643, a distance of 710.39 feet to the Southeast corner of said lands described in Official Records Book 927, page 1938; thence North 01°09'12" West, along the Easterly line of said lands as described in Official Records Book 927, page 1938 and also along the easterly line of those lands as described in Official Records Book 801, page 1414 of said public records, a distance of 660.12 feet to the Northeast corner of said lands and said point also being the Northwest corner of said lands as described in Official Records Book 2281, page 1643 and said point also being on the North line of said Section 13; thence North 88°54'24" East, along said North line of Section 13 and also along the Northerly line of said lands as described in Official Records Book 2281, page 1643, a distance of 1890.40 feet to a point on the West right of way line of Florida Intracoastal Waterway; thence along said West right of way line the following three courses: South 13°58'25" East, a distance of 90.51 feet; thence South 69°00'58" West, departing from said West right of way line, a distance of 250.79 feet to the point of curve of a curve concave to the Northeast and having a radius of 65.00 feet and a central angle of 140°24'30"; thence Northwesterly along said curve an arc distance of 159.29 feet and subtended by a chord bearing of North 41°16'28" West and a chord distance of 122.32 feet to a point on said curve; thence South 69°00'06" West, a distance of 85.08 feet; thence North 20°54'52" West, a distance of 180.00 feet; thence South 69°00'06" West, a distance of 503.11 feet; to the point of curve of a curve concave to the Southeast and having a radius of 5.00 and a central angle of 90°00'00" thence Southwesterly along said curve an arc distance of 7.85 feet and subtended by a chord bearing of South 24°00'06" West and a chord distance of 7.07 feet to a point on said curve; thence South 20°59'54" East, a distance of 822.65 feet to a point on a curve of a curve concave to the Northeast and having a radius of 25.00 feet and a central angle of 11°10'11"; thence Southeasterly along said curve an arc distance of 4.87 feet and subtended by a chord bearing of North 74°57'14" East and a chord distance of 4.87 feet to a point on said curve; thence South 21°21'56" East, a distance of 50.00 feet to a point on a curve of a curve concave to the Southeast and having a radius of 25.00 feet and a central angle of 90°22'02"; thence Southwesterly along said curve an arc distance of 39.43 feet and subtended by a chord bearing of South 24°11'07" West and a chord distance of 35.47 feet to a point on said curve; thence South 69°44'10" West, a distance of 50.00 feet to a point on a curve of a curve to the Southwest and having a radius of 25.00 feet and a central angle of 11°10'11"; thence Northwesterly along said curve an arc distance of 4.87 feet and subtended by a chord bearing of North 26°34'59" West and a chord distance of 4.87 feet to a point on said curve; thence South 69°22'08" West, a distance of 129.58 feet; thence South 20°51'44" East, a distance of 115.00 feet; thence South 69°22'08" West, a distance of 232.49 feet; thence South 24°30'13" East, a distance of 127.26 feet; thence South 10°41'45" West, a distance of 133.22 feet; thence South 40°42'12" West, a distance of 202.16 feet; thence North 32°58'38" West, a distance of 357.54; thence North 12°24'49" West, a distance of 43.38 feet; thence South 71°49'46" West, a distance of 68.04 feet; thence North 18°10'14" West, a distance of 152.62 feet; thence North 16°36'36" East, a distance of 82.23 feet; thence North 73°23'24" West, a distance of 139.49 feet to a point on a curve of a curve concave to the Southeast and having a radius of 25.00 feet and a central angle of 11°32'13"; thence Southeasterly along said curve an arc distance of 5.03 feet and subtended by a chord bearing of South 22°22'42" West and a chord distance of 5.03 feet to a point on said curve; thence North 73°23'24" West, a distance of 50.00 feet to a point on a curve of a curve concave to the West and having a radius of 25.00 feet and a central angle of 11°32'13"; thence Northerly along said curve an arc distance of 5.03 and subtended by a chord bearing of North 10°50'29" East and a chord distance of 5.03 feet to a point on said curve; thence North 73°23'24" West, a distance of 139.49 feet; thence South 16°36'36" West, a distance of 62.75 feet; thence South 71°49'46" West, a distance of 190.07 feet; thence North 18°10'14" West, a distance of 150.73 feet to a point on a curve concave to the South and having a radius of 355.00 feet and a central angle of 04°50'36"; thence Westerly along said curve an arc distance of 30.01 feet and subtended by a chord bearing of South 74°15'04" West and a chord distance of 30.00 feet to the point of tangency of said curve; thence South 71°49'46" West, a distance of 94.52 feet to a point on a curve of a curve concave to the East and having a radius of 25.00 feet and a central angle of South 11°32'08" East; thence Southerly along said curve an arc distance of 5.03 feet and subtended by a chord bearing of South 12°24'05" East and a chord distance of 5.02 feet to a point on said curve; thence South 71°49'46" West, a distance of 50.00 feet; thence South 18°10'14" East, a distance of 67.00 feet; thence South 71°49'46" West, a distance of 225.00 feet to the intersection with the aforementioned East right of way line of John Anderson Highway; thence North 18°10'14" West, along said right of way line, a distance of 2435.54 feet to the Point of Beginning. Containing 271.57 acres, more or less.

Less and except the following described lands:

A portion of Sections 13 and 38, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows: Commence at the intersection of the East right of way line of John Anderson Highway (State Road 201 and 100 foot right of way) and the North line of said Section 38; thence North 18°15'20" West along said East right of way line, a distance of 68.78 feet; thence North 71°49'46" East, departing from said right of way line, a distance of 1745.68 feet; thence South 18°10'12" East, a distance of 55.02 feet to the Point of Beginning; thence North 71°49'46" East, a distance of 70.00 feet; thence South 18°10'12" East, a distance of 148.42 feet; thence North 71°49'48" East, a distance of 209.59 feet; thence South 18°10'12" East, a distance of 502.20 feet; thence South 20°54'52" East, a distance of 814.45 feet; thence South 69°05'08" West, a distance of 125.41 feet; thence South 20°54'33" East, a distance of 320.03 feet; thence South 69°00'06" West, a distance of 366.35 feet; thence South 71°51'35" West, a distance of 50.81 feet to a point on a curve of a curve concave Easterly and having a radius of 900.00 feet and having a central angle of 02°51'29"; thence Southerly along said curve an arc distance of 44.90 feet and subtended by a chord bearing of South 19°34'09" East and a chord distance of 44.89 feet to the point of tangency of said curve; thence South 20°59'54" East, a distance of 850.17 feet to the point of curve of a curve concave Westerly and having a radius of 25.00 feet and a central angle of 11°54'15"; thence Southerly along said curve an arc distance of 5.19 feet and subtended by a chord bearing of South 15°02'46" East and a chord distance of 5.18 feet to a point on said curve; thence South 69°22'08" West, a distance of 129.47 feet; thence North 20°59'54" West, a distance of 449.86 feet; thence South 73°36'50" West, a distance of 20.06 feet; thence North 20°59'54" West, a distance of 507.49 feet; thence North 09°38'09" West, a distance of 1286.08 feet; thence North 47°26'49" East, a distance of 5.96 feet; thence North 09°38'09" West, a distance of 191.11 feet; thence North 11°08'27" West, a distance of 92.64 feet; thence North 01°46'27" East, a distance of 6.94 feet; thence North 76°19'23" East, a distance of 122.43 feet to a point on a curve of a curve concave Westerly and having a radius of 955.00 feet and a central angle of 03°20'16"; thence Northerly along said curve an arc distance of 55.63 feet and subtended by a chord bearing of North 16°30'04" West and a chord distance of 55.62 feet to the point of tangency of said curve; thence North 18°10'12" West, a distance of 148.42 feet to the Point of Beginning. Containing 22.64 acres, more or less.

LEGEND

O.R.B. OFFICIAL RECORDS BOOK

GENERAL NOTES

THIS IS A SKETCH AND LEGAL DESCRIPTION AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.

SHEET 2 OF 3

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21 Utility Drive Suite 21 B Palm Coast, Florida 32137 OFFICE (386) 283-4561 CELL (904) 631-5484

BEARING DATUM BASED ON EASTERLY RIGHT OF WAY OF JOHN ANDERSON HIGHWAY N 18°15'20"W

COMPUTER FILE NAME: GARDENS PLAT BNDRY LESS.DWG

DATE MARCH 02, 2020

FILE NO.: 040118B

EXHIBIT A-1

LEGAL DESCRIPTION ASSESSMENT AREA ONE

02/27/2020
2 OF 3

MAP SHOWING SKETCH OF LEGAL

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 18°15'20" W	2087.24'	L30	N 18°10'14" W	150.73'
L2	N 88°47'24" E	710.39'	L31	S 71°49'46" W	94.52'
L3	N 01°09'12" W	660.12'	L32	S 71°49'46" W	50.00'
L4	N 88°54'24" E	1890.40'	L33	S 18°10'14" E	67.00'
L5	S 13°58'25" E	2749.94'	L34	S 71°49'46" W	225.00'
L6	S 21°17'55" E	1265.37'	L35	N 18°10'14" W	2435.54'
L6A	S 03°54'39" W	90.51'	L36	N 18°15'20" W	68.78'
L7	S 69°00'58" W	250.79'	L37	N 71°49'46" E	1745.68'
L8	S 69°00'06" W	85.08'	L38	S 18°10'12" E	55.02'
L9	N 20°54'52" W	180.00'	L39	N 71°49'46" E	70.00'
L10	S 69°00'06" W	503.11'	L40	S 18°10'12" E	148.42'
L11	S 20°59'54" E	822.65'	L41	N 71°49'48" E	209.59'
L12	S 21°21'56" E	50.00'	L42	S 18°10'12" E	502.20'
L13	S 69°44'10" W	50.00'	L43	S 20°54'52" E	814.45'
L14	S 69°22'08" W	129.58'	L44	S 69°05'08" W	125.41'
L15	S 20°51'44" E	115.00'	L45	S 20°54'33" E	320.03'
L16	S 69°22'08" W	232.49'	L46	S 69°00'06" W	366.35'
L17	S 24°30'13" E	127.26'	L47	S 71°51'35" W	50.81'
L18	S 10°41'45" W	133.22'	L48	S 20°59'54" E	850.17'
L19	S 40°42'12" W	202.16'	L49	S 69°22'08" W	129.47'
L20	N 32°58'38" W	357.54'	L50	N 20°59'54" W	449.86'
L21	N 12°24'49" W	43.38'	L51	S 73°36'50" W	20.06'
L22	S 71°49'46" W	68.04'	L52	N 20°59'54" W	507.49'
L23	N 18°10'14" W	152.62'	L53	N 09°38'09" W	1286.08'
L24	N 16°36'36" E	82.23'	L54	N 47°26'49" E	5.96'
L25	N 73°23'24" W	139.49'	L54A	N 09°38'09" W	191.11'
L26	N 73°23'24" W	50.00'	L55	N 11°08'27" W	92.64'
L27	N 73°23'24" W	139.49'	L56	N 01°46'27" E	6.94'
L28	S 16°36'36" W	62.75'	L57	N 76°19'23" E	122.43'
L29	S 71°49'46" W	190.07'	L58	N 18°10'12" W	148.42'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	65.00'	159.29'	122.32'	N 41°16'28" W	140°24'30"
C1A	5.00'	7.85'	7.07'	S 24°00'06" W	90°00'00"
C2	25.00'	4.87'	4.87'	N 74°57'14" E	11°10'11"
C3	25.00'	39.43'	35.47'	S 24°11'07" W	90°22'02"
C4	25.00'	4.87'	4.87'	N 26°34'59" W	11°10'11"
C5	25.00'	5.03'	5.03'	S 22°22'42" W	11°32'13"
C6	25.00'	5.03'	5.03'	N 10°50'29" E	11°32'13"
C6A	355.00'	30.01'	30.00'	S 74°15'04" W	4°50'36"
C7	25.00'	5.03'	5.02'	S 12°24'05" E	11°32'08"
C8	900.00'	44.90'	44.89'	S 19°34'09" E	2°51'29"
C9	25.00'	5.19'	5.18'	S 15°02'46" E	11°54'15"
C10	955.00'	55.63'	55.62'	N 16°30'04" W	3°20'16"

LEGEND

GENERAL NOTES

O.R.B.

OFFICIAL RECORDS BOOK

THIS IS A SKETCH AND LEGAL DESCRIPTION AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.

SHEET 3 OF 3

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21 Utility Drive Suite 21 B Palm Coast, Florida 32137 OFFICE (386) 283-4561 CELL (904) 631-5484

EXHIBIT A-1

LEGAL DESCRIPTION ASSESSMENT AREA ONE

02/27/2020

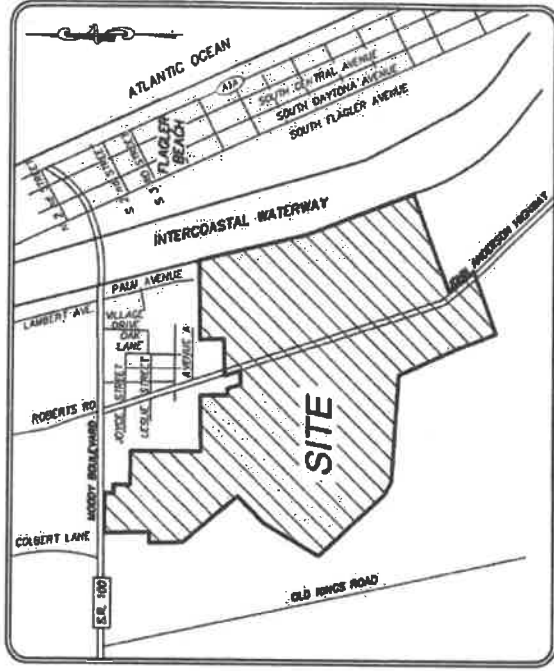
3 OF 3

DESCRIPTION:

A PORTION OF LOTS 1, 3, 5, 7, 9 AND 11 AND ALL OF LOTS 4, 10, 11 AND 12 BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTIONS 11, 14, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 30-12-31; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 87°50'00" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 87°50'00" WEST, A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 87°50'00" WEST, A DISTANCE OF 614.90 FEET TO A POINT ON THE WEST LINE OF SECTION 11-12-31; THENCE ALONG SAID WEST SECTION LINE NORTH 07°15'40" WEST, A DISTANCE OF 1,000.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: SOUTH 13°50'25" EAST, A DISTANCE OF 2,750.14 FEET; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 1,285.83 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOWER CREEK, SOUTH 03°54'35" WEST, A DISTANCE OF 148.38 FEET; THENCE SOUTH 19°27'00" EAST, A DISTANCE OF 643.95 FEET; THENCE SOUTH 60°35'57" EAST, A DISTANCE OF 113.53 FEET TO A POINT ON THE ACRES SAID INTRACOASTAL RIGHT-OF-WAY; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 642.50 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 87°00'00" WEST, A DISTANCE OF 2,520.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 40°21'41" EAST, A DISTANCE OF 737.69 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE SOUTH 87°16'47" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 20°41'22" WEST, A DISTANCE OF 958.90 FEET; THENCE NORTH 24°44'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 85°17'05" WEST, A DISTANCE OF 2,004.28 FEET; THENCE NORTH 60°57'00" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,123.87 FEET; THENCE NORTH 40°14'16" WEST, A DISTANCE OF 1,232.25 FEET; THENCE NORTH 05°10'40" WEST, A DISTANCE OF 257.83 FEET; THENCE NORTH 07°27'00" WEST, A DISTANCE OF 1,002.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°29'00" WEST, A DISTANCE OF 958.90 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 07°00'57" WEST, A DISTANCE OF 200.01 FEET; THENCE SOUTH 88°29'00" EAST, A DISTANCE OF 2,100.00 FEET; THENCE SOUTH 00°00'57" EAST, A DISTANCE OF 388.92 FEET; THENCE SOUTH 88°29'00" EAST, A DISTANCE OF 822.43 FEET; THENCE SOUTH 00°00'57" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°59'12" EAST, A DISTANCE OF 1,508.55 FEET; THENCE SOUTH 07°00'57" EAST, A DISTANCE OF 660.04 FEET; THENCE NORTH 88°17'17" EAST, A DISTANCE OF 158.25 FEET; THENCE SOUTH 87°44'40" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 983.34 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH.

RECORDS SHOW THESE ARE PARTS OF THE SOUTH LINE OF LOT 8, BARNETT DEVELOPMENT COMPANY'S LAND, PLAT BOOK 1, PAGE 1 AS BEING INTERESTED.

SKETCH OF DESCRIPTION

FOR: GARDENS AT HAMMOCK BEACH
OF: HAMMOCK BEACH ROVER CLUB, LLC
FLAGLER COUNTY, FLORIDA, SECTIONS 11, 14, 30 AND 32

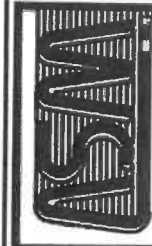
DATE: AUGUST 28, 2008

SCALE: N/A

APPROVED BY: KSL

JOB NO. GARDENS AT HAMMOCK

DRAWN BY: DDM



AMERICAN SURVEYING & MAPPING
LICENSED PROFESSIONAL SURVEYOR
LICENSE NO. 12345
STATE OF FLORIDA

BRETT A. WOSKOWITZ, PSM 5011 9416

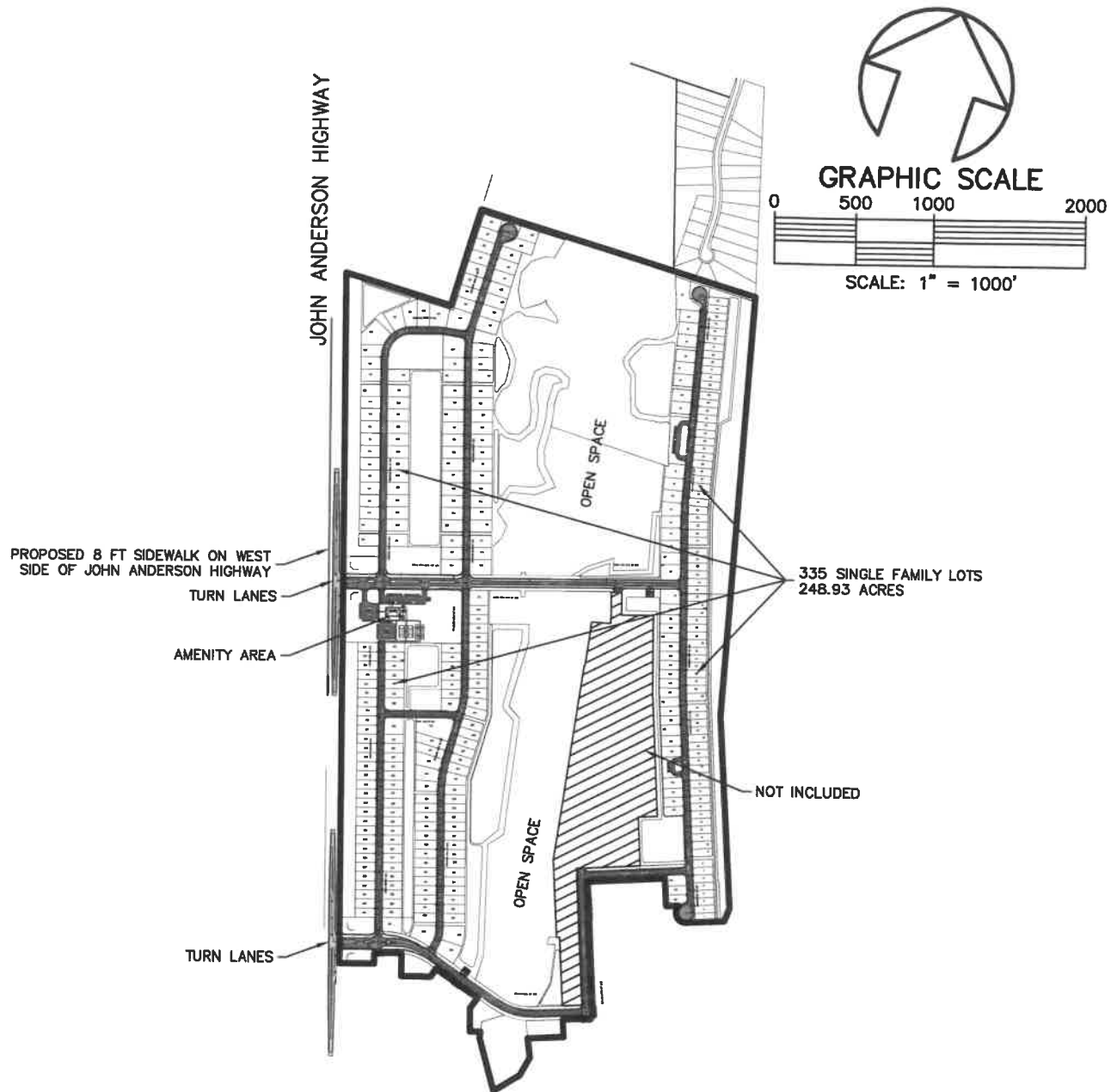
THE GARDENS

EXHIBIT A-2

LEGAL DESCRIPTION DEVELOPMENT BOUNDARY

02/27/2020

1 of 2



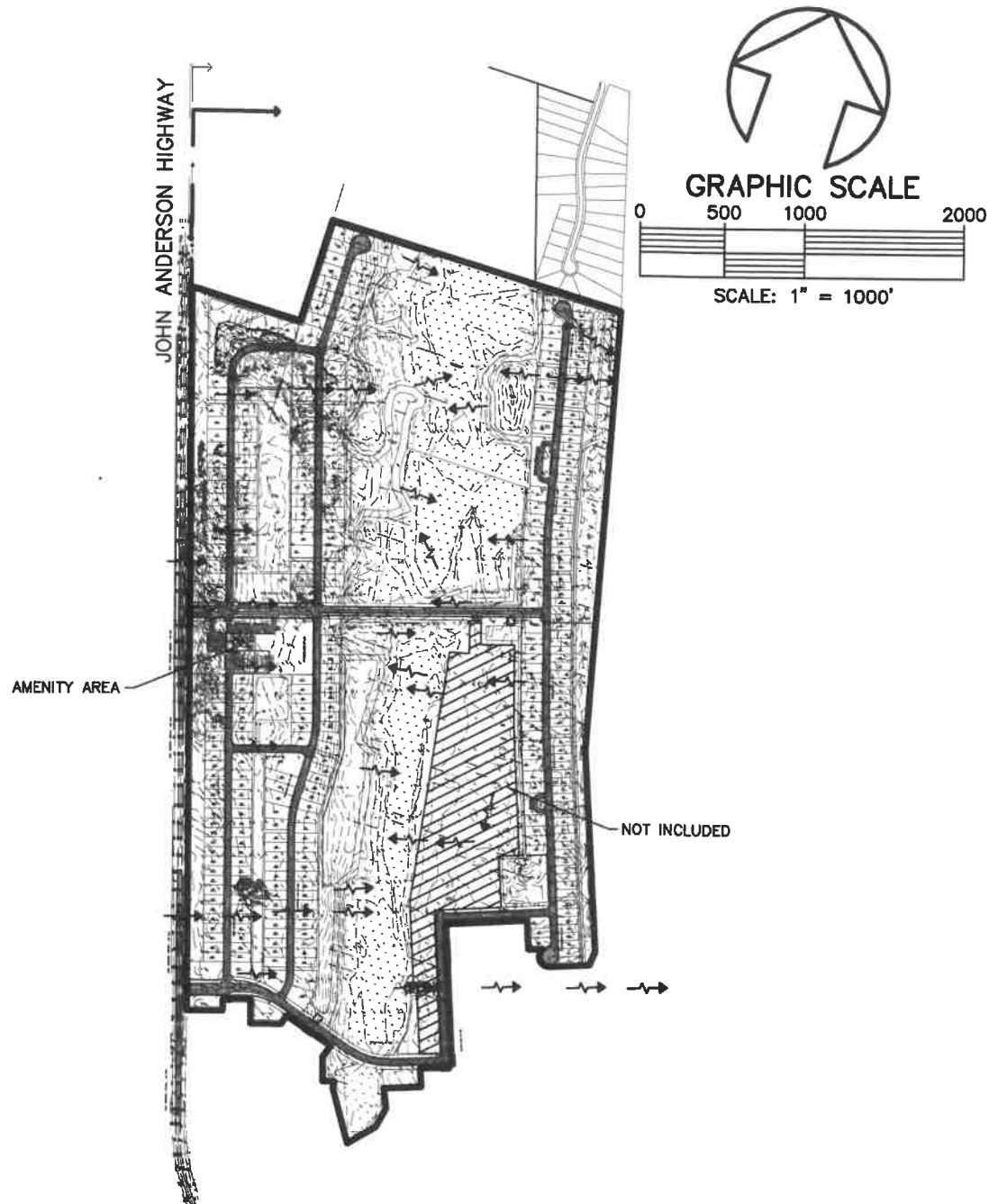
THE GARDENS **MASTER SITE PLAN ASSESSMENT AREA ONE**

**PARKER MYNCHENBERG
 & ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT B

02/27/2020

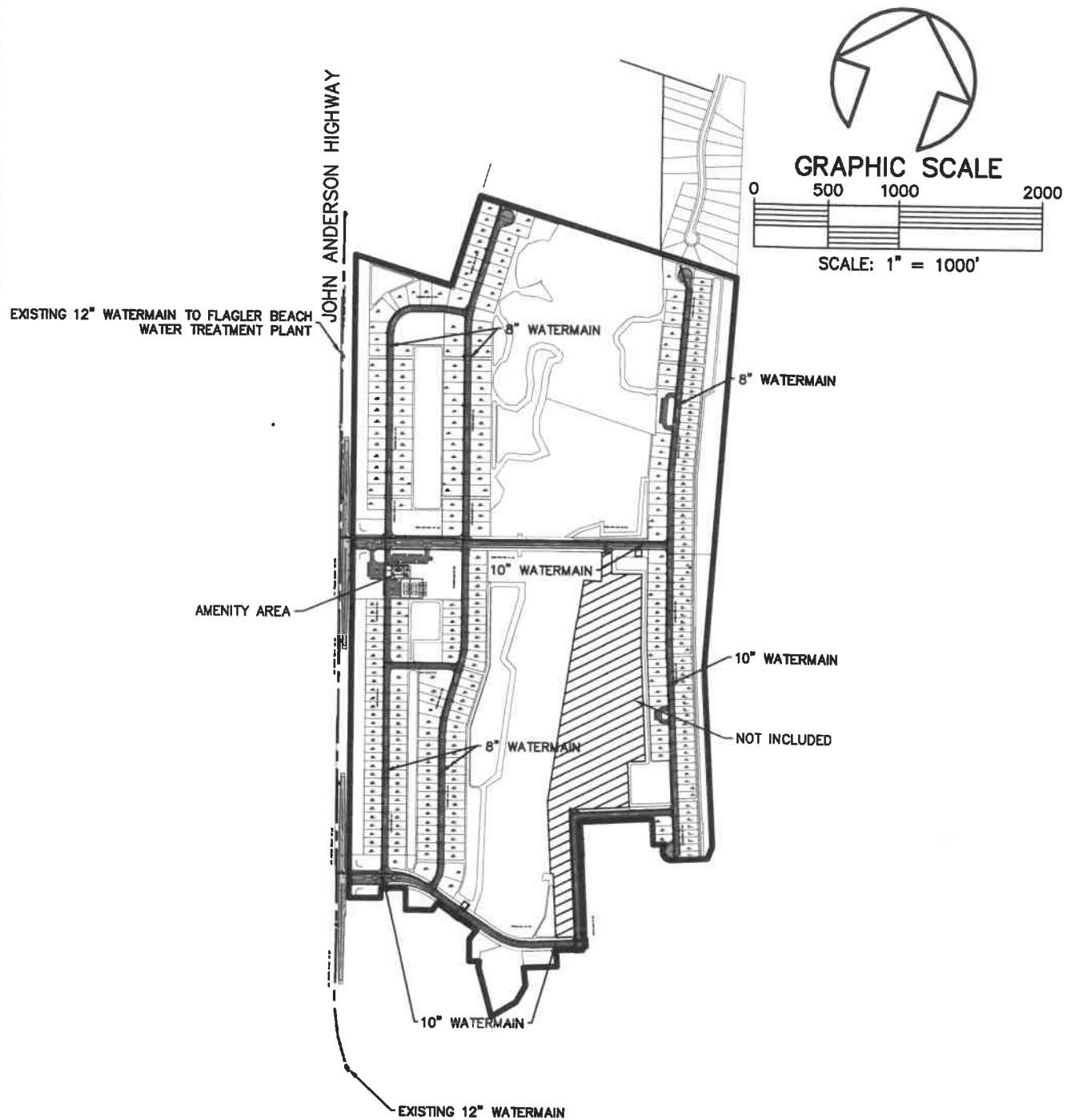


THE GARDENS
MASTER STORMWATER PLAN ASSESSMENT AREA ONE
PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT C

02/27/2020



THE GARDENS
MASTER POTABLE WATER SYSTEM PLAN ASSESSMENT AREA ONE
PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT D-1

02/27/2020

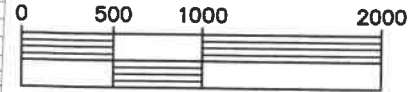
CITY OF FLAGLER BEACH
WASTE WATER TREATMENT PLANT
EXISTING 6" FORCEMAIN TO
FLAGLER BEACH WWTP

JOHN ANDERSON HIGHWAY

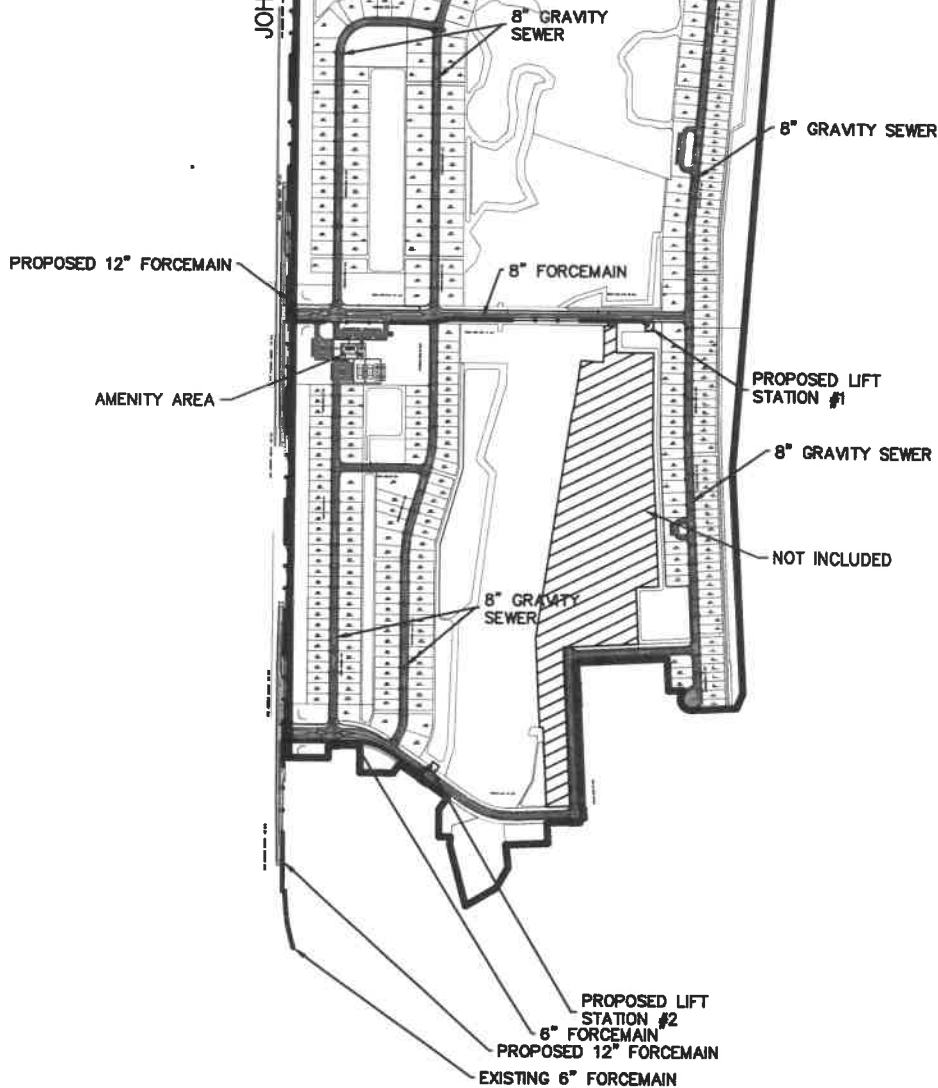
12" PROPOSED FORCEMAIN
TO FLAGLER BEACH WWTP



GRAPHIC SCALE



SCALE: 1" = 1000'



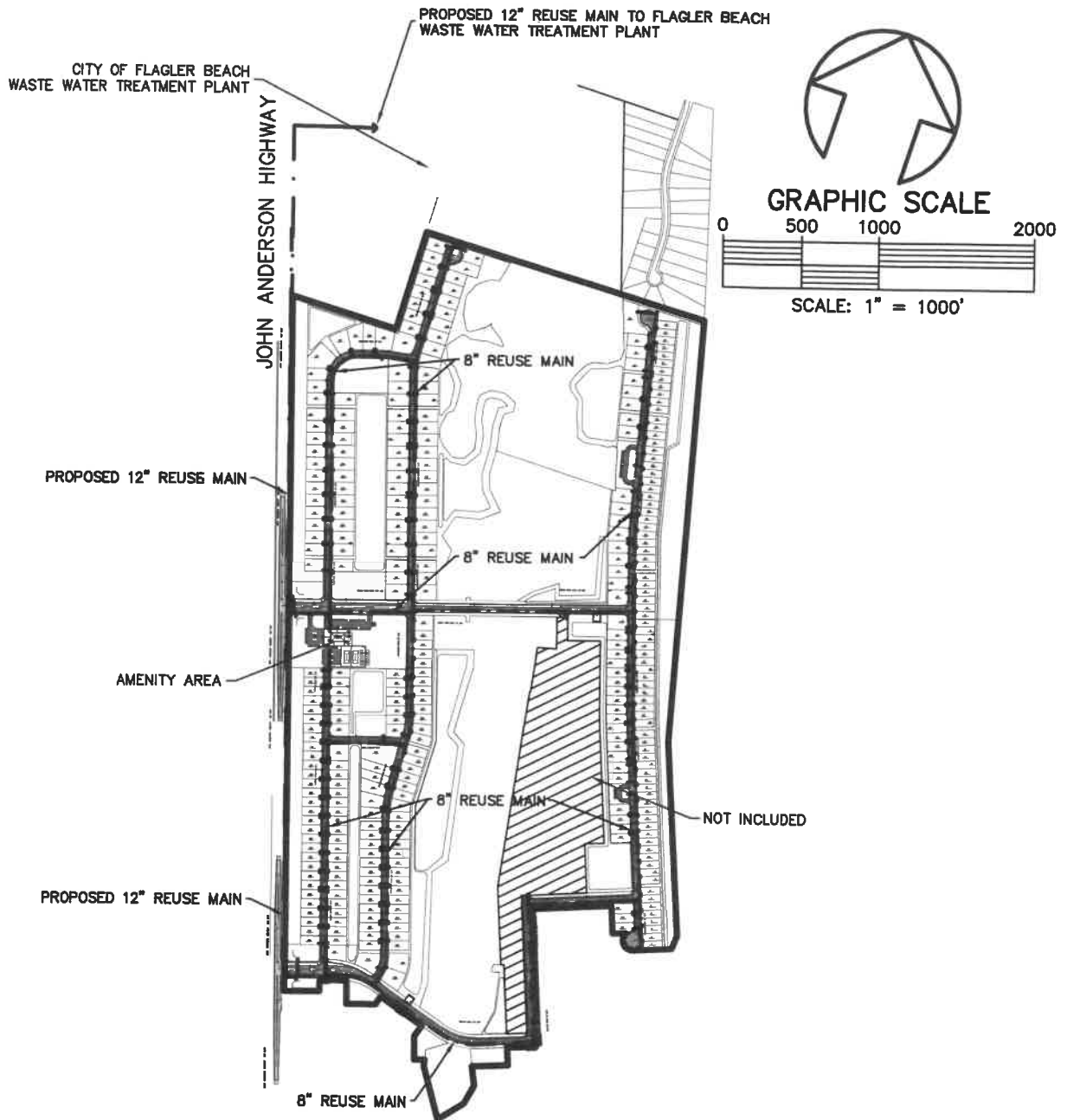
THE GARDENS MASTER SANITARY SEWER SYSTEM PLAN ASSESSMENT AREA ONE

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT D-2

02/27/2020



THE GARDENS
MASTER RECLAIMED WATER SYSTEM PLAN ASSESSMENT AREA ONE
PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT D-3

02/27/2020

EXHIBIT E
Opinion of Probable Construction Cost Assessment Area One

Improvement	Total
Utilities Systems	
Water System	\$ 1,600,000.00
Sanitary Sewer System	\$ 2,000,000.00
Reuse Water System	\$ 1,500,000.00
Reuse Water Treatment Plant	\$ 4,000,000.00
Stormwater Management System	\$ 2,000,000.00
Electrical Service	\$ 400,000.00
Conservation Mitigation	\$ 300,000.00
Onsite Public Roadway Systems	\$ 2,300,000.00
Offsite Public Roadway Systems	\$ 800,000.00
Landscaping/Hardscaping/Irrigation	\$ 700,000.00
Recreational Areas	\$ 1,200,000.00
Professional Fees	\$ 1,200,000.00
Inspection Survey Testing	\$ 350,000.00
Subtotal Costs	\$ 18,350,000.00
Contingency (10%)	\$ 1,835,000.00
TOTAL ESTIMATED COSTS	\$ 20,185,000.00

Prepared by Parker Mynchenberg & Associates, Inc.
February 27, 2020

SECTION B

**MASTER
ASSESSMENT METHODOLOGY
FOR ASSESSMENT AREA ONE

FOR
GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Date: February 27, 2020

Prepared by

**Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**

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

1.0 Introduction

The Gardens at Hammock Beach Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District plans to issue \$25,565,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements within an assessment area within the District (herein "Assessment Area One"), more specifically described in the Master Engineer's Report dated February 27, 2020 prepared by Parker Mynchenberg & Associates, Inc. as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of infrastructure improvements consisting of improvements that benefit property owners within Assessment Area One within the District.

1.1 Purpose

This Master Assessment Methodology Report for Assessment Area One (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties in Assessment Area One within the District. The Assessment Report allocates the debt to properties based on the special benefits each receives from the Assessment Area One Capital Improvement Plan ("AA1 CIP"). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within Assessment Area One within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District consists of 953.37 acres and the proposed Development is envisioned to include approximately 824.13 acres, and the development program currently envisions approximately 453 residential units, 230,694 square feet of commercial/retail/office/multi-family area, and 100,000 square feet of specialty retail (herein the "Development") in Flagler County, Florida. Assessment Area One is

located within the Development and consists of 248.93 acres, and is envisioned to include 335 residential units (herein the “Assessment Area One Development Program”). The proposed development program for Assessment Area One is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the AA1 CIP will provide facilities that benefit certain property within the District. The AA1 CIP is delineated in the Engineer’s Report. Specifically, the District may construct and/or acquire certain water systems, sanitary sewer systems, reuse water systems, reuse water treatment plants, stormwater management systems, electrical service, conservation mitigations, onsite public roadway systems, offsite public roadway systems, landscaping/hardscaping/irrigation, amenities and recreational areas, professional fees and inspection survey testing. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the AA1 CIP.
2. The District Engineer determines the assessable acres that benefit from the District’s AA1 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct AA1 CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area One within the District. The implementation of the AA1 CIP enables properties within its boundaries to be developed. Without the District’s AA1 CIP, there would be no infrastructure to support development of land within Assessment Area One of the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area One within the District will benefit from the provision of the District's AA1 CIP. However, these benefits will be incidental to the District's AA1 CIP, which is designed solely to meet the needs of property within Assessment Area One within the District. Properties outside the District boundaries and outside Assessment Area One do not depend upon the District's AA1 CIP. The property owners within are therefore receiving special benefits not received by those outside Assessment Area One and outside of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area One within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's AA1 CIP that is necessary to support full development of property within Assessment Area One will cost approximately \$20,185,000. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be \$25,565,000. Additionally, funding required to complete the AA1 CIP is anticipated to be funded by Developer. Without the AA1 CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue \$25,565,000 in Bonds to fund the District's AA1 CIP for Assessment Area One, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$25,565,000 in debt to the properties benefiting from the AA1 CIP.

Table 1 identifies the land uses as identified by the Developer and current landowners of the land within Assessment Area One of the District. The District has a proposed Engineer's Report for the AA1 CIP needed to support the Development within Assessment Area One, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$20,185,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Project and related costs was determined by the District's Underwriter to total \$25,565,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The AA1 CIP funded by District bonds benefits all developable acres within Assessment Area One within the District.

The initial assessments will be levied on an equal basis to all 248.93 acres within Assessment Area One of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area One within the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium within Assessment Area One, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Assessment Area One Development Program will be completed and the debt relating to the Bonds will be allocated to the planned 335 residential units within Assessment Area One within the District, which are the beneficiaries of the AA1 CIP, as depicted in Table 5 and Table 6. If there are changes to the Assessment Area One Development Program, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

The AA1 CIP consists of water systems, sanitary sewer systems, reuse water systems, reuse water treatment plants, stormwater management systems, electrical service, conservation mitigations, onsite public roadway systems, offsite public roadway

systems, landscaping/hardscaping/irrigation, amenities and recreational areas, professional fees and inspection survey testing. There are three residential product types within the Assessment Area One planned development. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA1 CIP relating to Assessment Area One will provide several types of systems, facilities and services for its residents. These include water systems, sanitary sewer systems, reuse water systems, reuse water treatment plants, stormwater management systems, electrical service, conservation mitigations, onsite public roadway systems, offsite public roadway systems, landscaping/hardscaping/irrigation, amenities and recreational areas, professional fees and inspection survey testing. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of AA1 CIP relating to the Assessment Area One Development, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's AA1 CIP relating to the Assessment Area One Development Program have

been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed AA1 CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service, then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within Assessment Area One of the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the AA1 CIP will be distributed evenly across the acres within the Assessment Area One of the District. As the development process occurs, the debt

will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	ERUs per Unit (1)	Total ERUs
Single Family 50'	80	1	80.00
Single Family 60'	148	1.2	177.60
Single Family 80'	107	1.6	171.20
Total Units	335		428.80

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Capital Improvement Plan ("Assessment Area One CIP") (1)Total Cost Estimate	
Water System	\$ 1,600,000
Sanitary Sewer System	\$ 2,000,000
Reuse Water System	\$ 1,500,000
Reuse Water Treatment Plant	\$ 4,000,000
Stormwater Management System	\$ 2,000,000
Electrical Service	\$ 400,000
Conservation Mitigation	\$ 300,000
Onsite Public Roadway System	\$ 2,300,000
Offsite Public Roadway Systems	\$ 800,000
Landscaping/Hardscaping/Irrigation	\$ 700,000
Amenities and Recreational Area	\$ 1,200,000
Professional Fees	\$ 1,200,000
Inspection Survey Testing	\$ 350,000
Contingency (10%)	\$ 1,835,000
	\$ 20,185,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated February 27, 2020

TABLE 3
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Description	Total
Construction Funds	\$ 20,185,000
Debt Service Reserve	\$ 1,783,734
Capitalized Interest	\$ 2,900,900
Underwriters Discount	\$ 511,000
Cost of Issuance	\$ 175,000
Rounding	\$ 9,366
Par Amount*	\$ 25,565,000

Bond Assumptions:	
Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	24 Months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

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

TABLE 4
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total	
					Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family 50'	80	1	80.00	18.66%	\$ 3,765,858	\$ 47,073
Single Family 60'	148	1.2	177.60	41.42%	\$ 8,360,205	\$ 56,488
Single Family 80'	107	1.6	171.20	39.93%	\$ 8,058,937	\$ 75,317
Totals	335		428.80	100%	\$ 20,185,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family 50'	80	\$ 3,765,858		\$ 4,769,590		\$ 59,620
Single Family 60'	148	\$ 8,360,205		\$ 10,588,489		\$ 71,544
Single Family 80'	107	\$ 8,058,937		\$ 10,206,922		\$ 95,392
Totals	335	\$ 20,185,000		\$ 25,565,000		

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE**

Product Types	No. of Units *	Allocation of		Total Par		Maximum		Net Annual		Gross Annual	
		Par	Debt	Per	Per	Annual Debt	Debt	Debt	Debt	Debt	Debt
Single Family 50'	80	\$	4,769,590	\$	59,620	\$	332,786	\$	4,160	\$	4,425
Single Family 60'	148	\$	10,588,489	\$	71,544	\$	738,785	\$	4,992	\$	5,310
Single Family 80'	107	\$	10,206,922	\$	95,392	\$	712,163	\$	6,656	\$	7,081
Totals	335	\$	25,565,000			\$	1,783,734				

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7 GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE						
Owner	Property*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Palm Coast Intracoastal, LLC Gardens at Hammock Beach		248.93	\$ 102,700	\$ 25,565,000	\$ 1,783,734	\$ 1,897,590
Totals		248.93		\$ 25,565,000	\$ 1,783,734	\$ 1,897,590

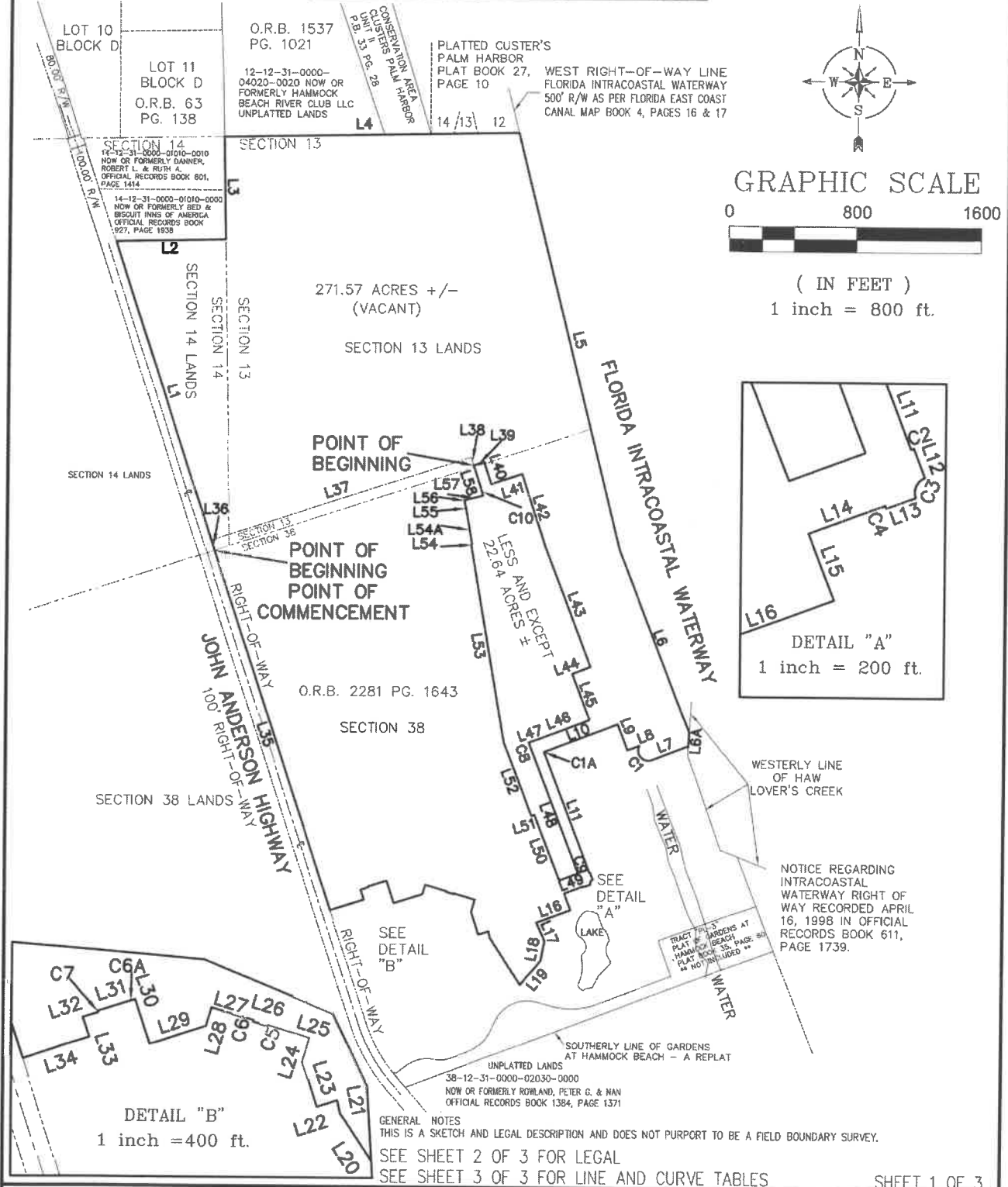
(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method

Annual Assessment Periods	30
Average Coupon Rate (%)	6.00%
Maximum Annual Debt Service	\$1,783,734

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

MAP SHOWING SKETCH OF LEGAL



B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21 Utility Drive Suite 21 B Palm Coast, Florida 32137 OFFICE (386) 283-4561 CELL (904) 631-5484

EXHIBIT A-1

LEGAL DESCRIPTION ASSESSMENT AREA ONE

02/27/2020
1 OF 3

MAP SHOWING SKETCH OF LEGAL

A portion of Sections 13, 14 and 38, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows: Commence at the intersection of the East right of way line of John Anderson Highway (State Road 201 and 100 foot right of way) and the North line of said Section 38; thence North 18°15'20" West along said East right of way line, a distance of 2087.24 feet to the Southwest corner of those lands as described in Official Records Book 927, page 1938 of the public records of said County and said point also being a Northwest corner of those lands in Official Records Book 2281, page 1643 of said public records; thence North 88°47'24" East, along the Southerly line of said lands as described in Official Records Book 927, page 1938 and also along a Northerly line of said lands described in Official Records Book 2281, page 1643, a distance of 710.39 feet to the Southeast corner of said lands described in Official Records Book 927, page 1938; thence North 01°09'12" West, along the Easterly line of said lands as described in Official Records Book 927, page 1938 and also along the easterly line of those lands as described in Official Records Book 801, page 1414 of said public records, a distance of 660.12 feet to the Northeast corner of said lands and said point also being the Northwest corner of said lands as described in Official Records Book 2281, page 1643 and said point also being on the North line of said Section 13; thence North 88°54'24" East, along said North line of Section 13 and also along the Northerly line of said lands as described in Official Records Book 2281, page 1643, a distance of 1890.40 feet to a point on the West right of way line of Florida Intracoastal Waterway; thence along said West right of way line the following three courses: South 13°58'25" East, a distance of 2749.94 feet; thence South 21°17'55" East, a distance of 1265.37 feet; thence South 03°54'39" West, a distance of 90.51 feet; thence South 69°00'58" West, departing from said West right of way line, a distance of 250.79 feet to the point of curve of a curve concave to the Northeast and having a radius of 65.00 feet and a central angle of 140°24'30"; thence Northerly along said curve an arc distance of 159.29 feet and subtended by a chord bearing of North 41°16'28" West and a chord distance of 122.32 feet to a point on said curve; thence South 69°00'06" West, a distance of 85.08 feet; thence North 20°54'52" West, a distance of 180.00 feet; thence South 69°00'06" West, a distance of 503.11 feet; to the point of curve of a curve concave to the Southeast and having a radius of 5.00 and a central angle of 90°00'00" thence Southwesterly along said curve an arc distance of 7.85 feet and subtended by a chord bearing of South 24°00'06" West and a chord distance of 7.07 feet to a point on said curve; thence South 20°59'54" East, a distance of 822.65 feet to a point on a curve of a curve concave to the Northeast and having a radius of 25.00 feet and a central angle of 11°10'11"; thence Southeastly along said curve an arc distance of 4.87 feet and subtended by a chord bearing of North 74°57'14" East and a chord distance of 4.87 feet to a point on said curve; thence South 21°21'56" East, a distance of 50.00 feet to a point on a curve of a curve concave to the Southeast and having a radius of 25.00 feet and a central angle of 90°22'02"; thence Southwesterly along said curve an arc distance of 39.43 feet and subtended by a chord bearing of South 24°11'07" West and a chord distance of 35.47 feet to a point on said curve; thence South 69°44'10" West, a distance of 50.00 feet to a point on a curve of a curve to the Southwest and having a radius of 25.00 feet and a central angle of 11°10'11"; thence Northwesterly along said curve an arc distance of 4.87 feet and subtended by a chord bearing of North 26°34'59" West and a chord distance of 4.87 feet to a point on said curve; thence South 69°22'08" West, a distance of 129.58 feet; thence South 20°51'44" East, a distance of 115.00 feet; thence South 69°22'08" West, a distance of 232.49 feet; thence South 24°30'13" East, a distance of 127.26 feet; thence South 10°41'45" West, a distance of 133.22 feet; thence South 40°42'12" West, a distance of 202.16 feet; thence North 32°58'38" West, a distance of 357.54; thence North 12°24'49" West, a distance of 43.38 feet; thence South 71°49'46" West, a distance of 68.04 feet; thence North 18°10'14" West, a distance of 152.62 feet; thence North 16°36'36" East, a distance of 82.23 feet; thence North 73°23'24" West, a distance of 139.49 feet to a point on a curve of a curve concave to the Southeast and having a radius of 25.00 feet and a central angle of 11°32'13"; thence Southeastly along said curve an arc distance of 5.03 feet and subtended by a chord bearing of South 22°22'42" West and a chord distance of 5.03 feet to a point on said curve; thence North 73°23'24" West, a distance of 5.03 feet and subtended by a chord bearing of North 10°50'29" East and a chord distance of 62.75 feet; thence South 71°49'46" West, a distance of 190.07 feet; thence North 18°10'14" West, a distance of 150.73 feet to a point on a curve concave to the South and having a radius of 355.00 feet and a central angle of 04°50'36"; thence Westerly along said curve an arc distance of 30.01 feet and subtended by a chord bearing of South 74°15'04" West and a chord distance of 30.00 feet to the point of tangency of said curve; thence South 71°49'46" West, a distance of 94.52 feet to a point on a curve of a curve concave to the East and having a radius of 25.00 feet and a central angle of South 11°32'08" East; thence Southerly along said curve an arc distance of 5.03 feet and subtended by a chord bearing of South 12°24'05" East and a chord distance of 5.02 feet to a point on said curve; thence South 71°49'46" West, a distance of 50.00 feet; thence South 18°10'14" East, a distance of 67.00 feet; thence South 71°49'46" West, a distance of 225.00 feet to the intersection with the aforementioned East right of way line of John Anderson Highway; thence North 18°10'14" West, along said right of way line, a distance of 2435.54 feet to the Point of Beginning.

Containing 271.57 acres, more or less.

Less and except the following described lands:

A portion of Sections 13 and 38, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows: Commence at the intersection of the East right of way line of John Anderson Highway (State Road 201 and 100 foot right of way) and the North line of said Section 38; thence North 18°15'20" West along said East right of way line, a distance of 68.78 feet; thence North 71°49'46" East, departing from said right of way line, a distance of 1745.68 feet; thence South 18°10'12" East, a distance of 55.02 feet to the Point of Beginning; thence North 71°49'46" East, a distance of 70.00 feet; thence South 18°10'12" East, a distance of 148.42 feet; thence North 71°49'48" East, a distance of 209.59 feet; thence South 18°10'12" East, a distance of 502.20 feet; thence South 20°54'52" East, a distance of 814.45 feet; thence South 69°05'08" West, a distance of 125.41 feet; thence South 20°54'33" East, a distance of 320.03 feet; thence South 69°00'06" West, a distance of 366.35 feet; thence South 71°51'35" West, a distance of 50.81 feet to a point on a curve of a curve concave Easterly and having a radius of 900.00 feet and having a central angle of 02°51'29"; thence Southerly along said curve an arc distance of 44.90 feet and subtended by a chord bearing of South 19°34'09" East and a chord distance of 44.89 feet to the point of tangency of said curve; thence South 20°59'54" East, a distance of 850.17 feet to the point of curve of a curve concave Westerly and having a radius of 25.00 feet and a central angle of 11°54'15"; thence Southerly along said curve an arc distance of 5.19 feet and subtended by a chord bearing of South 15°02'48" East and a chord distance of 5.18 feet to a point on said curve; thence South 69°22'08" West, a distance of 129.47 feet; thence North 20°59'54" West, a distance of 449.86 feet; thence South 73°36'50" West, a distance of 20.06 feet; thence North 20°59'54" West, a distance of 507.49 feet; thence North 09°38'09" West, a distance of 1286.08 feet; thence North 47°26'49" East, a distance of 5.96 feet; thence North 09°38'09" West, a distance of 191.11 feet; thence North 11°08'27" West, a distance of 92.64 feet; thence North 01°46'27" East, a distance of 6.94 feet; thence North 76°19'23" East, a distance of 122.43 feet to a point on a curve of a curve concave Westerly and having a radius of 955.00 feet and a central angle of 03°20'16"; thence Northerly along said curve an arc distance of 55.63 feet and subtended by a chord bearing of North 16°30'04" West and a chord distance of 55.62 feet to the point of tangency of said curve; thence North 18°10'12" West, a distance of 148.42 feet to the Point of Beginning. Containing 22.64 acres, more or less.

LEGEND

O.R.B. OFFICIAL RECORDS BOOK

GENERAL NOTES

THIS IS A SKETCH AND LEGAL DESCRIPTION AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.

SHEET 2 OF 3

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21 Utility Drive Suite 21 B Palm Coast, Florida 32137 OFFICE (386) 283-4561 CELL (904) 631-5484

BEARING DATUM BASED ON EASTERLY RIGHT OF WAY OF JOHN ANDERSON HIGHWAY N 18°15'20"W

COMPUTER FILE NAME: GARDENS PLAT BNDRY LESS.DWG

DATE MARCH 02, 2020

FILE NO.: 040118B

EXHIBIT A-1

LEGAL DESCRIPTION ASSESSMENT AREA ONE

02/27/2020

2 OF 3

MAP SHOWING SKETCH OF LEGAL

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 18°15'20" W	2087.24'	L30	N 18°10'14" W	150.73'
L2	N 88°47'24" E	710.39'	L31	S 71°49'46" W	94.52'
L3	N 01°09'12" W	660.12'	L32	S 71°49'46" W	50.00'
L4	N 88°54'24" E	1890.40'	L33	S 18°10'14" E	67.00'
L5	S 13°58'25" E	2749.94'	L34	S 71°49'46" W	225.00'
L6	S 21°17'55" E	1265.37'	L35	N 18°10'14" W	2435.54'
L6A	S 03°54'39" W	90.51'	L36	N 18°15'20" W	68.78'
L7	S 69°00'58" W	250.79'	L37	N 71°49'46" E	1745.68'
L8	S 69°00'06" W	85.08'	L38	S 18°10'12" E	55.02'
L9	N 20°54'52" W	180.00'	L39	N 71°49'46" E	70.00'
L10	S 69°00'06" W	503.11'	L40	S 18°10'12" E	148.42'
L11	S 20°59'54" E	822.65'	L41	N 71°49'48" E	209.59'
L12	S 21°21'56" E	50.00'	L42	S 18°10'12" E	502.20'
L13	S 69°44'10" W	50.00'	L43	S 20°54'52" E	814.45'
L14	S 69°22'08" W	129.58'	L44	S 69°05'08" W	125.41'
L15	S 20°51'44" E	115.00'	L45	S 20°54'33" E	320.03'
L16	S 69°22'08" W	232.49'	L46	S 69°00'06" W	366.35'
L17	S 24°30'13" E	127.26'	L47	S 71°51'35" W	50.81'
L18	S 10°41'45" W	133.22'	L48	S 20°59'54" E	850.17'
L19	S 40°42'12" W	202.16'	L49	S 69°22'08" W	129.47'
L20	N 32°58'38" W	357.54'	L50	N 20°59'54" W	449.86'
L21	N 12°24'49" W	43.38'	L51	S 73°36'50" W	20.06'
L22	S 71°49'46" W	68.04'	L52	N 20°59'54" W	507.49'
L23	N 18°10'14" W	152.62'	L53	N 09°38'09" W	1286.08'
L24	N 16°36'36" E	82.23'	L54	N 47°26'49" E	5.96'
L25	N 73°23'24" W	139.49'	L54A	N 09°38'09" W	191.11'
L26	N 73°23'24" W	50.00'	L55	N 11°08'27" W	92.64'
L27	N 73°23'24" W	139.49'	L56	N 01°46'27" E	6.94'
L28	S 16°36'36" W	62.75'	L57	N 76°19'23" E	122.43'
L29	S 71°49'46" W	190.07'	L58	N 18°10'12" W	148.42'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	65.00'	159.29'	122.32'	N 41°16'28" W	140°24'30"
C1A	5.00'	7.85'	7.07'	S 24°00'06" W	90°00'00"
C2	25.00'	4.87'	4.87'	N 74°57'14" E	11°10'11"
C3	25.00'	39.43'	35.47'	S 24°11'07" W	90°22'02"
C4	25.00'	4.87'	4.87'	N 26°34'59" W	11°10'11"
C5	25.00'	5.03'	5.03'	S 22°22'42" W	11°32'13"
C6	25.00'	5.03'	5.03'	N 10°50'29" E	11°32'13"
C6A	355.00'	30.01'	30.00'	S 74°15'04" W	4°50'36"
C7	25.00'	5.03'	5.02'	S 12°24'05" E	11°32'08"
C8	900.00'	44.90'	44.89'	S 19°34'09" E	2°51'29"
C9	25.00'	5.19'	5.18'	S 15°02'46" E	11°54'15"
C10	955.00'	55.63'	55.62'	N 16°30'04" W	3°20'16"

LEGEND

GENERAL NOTES

O.R.B.

OFFICIAL RECORDS BOOK

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SHEET 3 OF 3

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21 Utility Drive Suite 21 B Palm Coast, Florida 32137 OFFICE (386) 283-4561 CELL (904) 631-5484

EXHIBIT A-1

LEGAL DESCRIPTION ASSESSMENT AREA ONE

02/27/2020

3 OF 3

SECTION C

RESOLUTION 2021-07

A RESOLUTION OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Gardens at Hammock Beach Community Development District (“**District**”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing on March 5, 2021, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management and drainage systems and related earthwork, potable water distribution systems (including

associated connection fees), reclaimed water distribution systems, sanitary sewer collection and conveyance systems (including associated connection fees), landscaping, irrigation and hardscape improvements, offsite roadway improvements, offsite utility improvements, and other infrastructure projects and services necessitated by the development of, and serving certain lands within Phase 1 of the development, the District (together the “**Area One Project**”), as further described in the *Master Engineer’s Report*, dated February 27, 2020 (the “**Engineer’s Report**”) attached as **Exhibit A** hereto and incorporated herein by this reference.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Area One Project, the nature and location of which was initially described in Resolution 2021-04 and is shown in the Engineer’s Report, and which Area One Project’s plans and specifications are on file at 219 East Livingston Street, Orlando, Florida, 32801 (“**District Records Offices**”); (ii) the cost of such Area One Project be assessed against the lands specially benefited by such Area One Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Area One Project, the levying of such Area One Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Area One Project which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its special assessment revenue bonds, in one or more series (the “**Bonds**”).

(g) By Resolution 2021-04, the Board determined to provide the Area One Project and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Area One Project prior to the collection of such Assessments. Resolution 2021-04 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2021-04, said Resolution 2021-04 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District.

(i) As directed by Resolution 2021-04, a preliminary assessment roll was adopted and filed with the Board as required by section 170.06, *Florida Statutes*.

(j) As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-05, fixing the time and place of a public

hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the District.

(l) On March 5, 2021, a public hearing and meeting of the Board (“**Public Hearing and Meeting**”) was held in compliance with all legal requirements, including, but not limited to the requirements of Section 286.011, *Florida Statutes*. The Public Hearing and Meeting was held for the necessary public purpose of considering matters related to the levy and allocation of the Assessments. The public was invited to participate in the Public Hearing and Meeting by physical attendance or through submission of questions and comments to the District Manager in advance of the Public Hearing and Meeting.

(m) At the Public Hearing and Meeting on March 5, 2021, at the time and place specified in paragraph (1) above, the Board met as an Equalization Board, opened and conducted such Public Hearing and Meeting, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(n) Having considered the estimated costs of the Area One Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Area One Project are as specified in the Engineer’s Report, which Engineer’s Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Area One Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology for Assessment Area One* dated February 27, 2020 (the “**Area One Assessment Methodology**,” attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the “**Area One Assessments**”); and

(iii) the Area One Assessment Methodology is hereby approved, adopted and confirmed. The District ratifies its use in connection with the issuance of the Bonds;

(iv) it is hereby declared that the Area One Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Area One Assessments thereon when allocated as set forth in Exhibit B;

(v) it is in the best interests of the District that the Area One Assessments be paid and collected as herein provided; and

(vi) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Area One Assessment Methodology in order to ensure that all parcels of real property benefiting from the Area One Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

SECTION 3. AUTHORIZATION OF DISTRICT AREA ONE PROJECT. That certain Area One Project for construction of infrastructure improvements initially described in Resolution 2021-04, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Area One Project and the costs to be paid by Area One Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Area One Assessments on the parcels specially benefited by the Area One Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Area One Assessments, as reflected in Exhibit B, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Area One Assessment against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Area One Assessments, then the District shall by

subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Area One Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Area One Assessment the difference, if any, between the Area One Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Area One Project, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Area One Assessments for the entire Area One Project has been determined, the term "Area One Assessment" shall, with respect to each parcel, mean the sum of the costs of the Area One Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Area One Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Area One Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Area One Project and the adoption by the Board of a resolution accepting the Area One Project, unless such option has been waived by the owner of the land subject to the Area One Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Area One Project costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Area One Project has been completed and a resolution accepting the Area One Project has been adopted by the Board, the Area One Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Area One Assessments may prepay the entire remaining balance of the Area One Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Area One Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Area One Assessments authorized by sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said sections 197.3632 and 197.3635, *Florida Statutes*. Such Area One Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Area One Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Area One Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Flagler County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Area One Assessment Methodology, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Area One Assessments securing the Bonds shall be allocated as set forth in the Area One Assessment Methodology. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Area One Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that Pulte Home Company, LLC, the current landowner and developer, intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Area One Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Area One Assessments

pursuant to this Resolution in excess of the total debt service related to the Area One Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology, as described in the Area One Assessment Methodology, to any assessment reallocation pursuant to this paragraph would result in Area One Assessments collected in excess of the District's total debt service obligation for the Area One Project, the Board shall by resolution take appropriate action to equitably reallocate the Area One Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Area One Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Area One Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Area One Project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Area One Assessments without specific consent thereto. If at any time, any real property on which Area One Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Area One Assessments thereon), all future unpaid Area One Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Area One Assessments in the Official Records of Flagler County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2021.

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Master Engineer's Report*, dated February 27, 2020

Exhibit B: *Master Special Assessment Methodology for Assessment Area One*, dated February 27, 2020

SECTION VI



Company ID Number: 1634043

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Gardens at Hammock Beach Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Gardens at Hammock Beach Community Development District	
Name (Please Type or Print) Darren De Santis	Title
Signature Electronically Signed	Date 01/26/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/26/2021



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Gardens at Hammock Beach Community Development District
Company Facility Address	219 E. Livingston St Orlando, FL 32801
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	208229320
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kelly Adams
Phone Number (865) 717 - 7700
Fax Number
Email Address kadams@gmstnn.com

Name Darren A De Santis
Phone Number (954) 721 - 8681 ext. 208
Fax Number
Email Address ddesantis@gmssf.com

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SECTION VII

SECTION A

SECTION 1

Gardens at Hammock Beach
Community Development District

Unaudited Financial Reporting
January 31, 2021

GMS

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Gardens at Hammock Beach

Community Development District

Combined Balance Sheet

January 31, 2021

		General Fund
Assets:		
Cash	\$	10,784
Total Assets	\$	10,784
Liabilities:		
Accounts Payable	\$	14,425
Total Liabilities	\$	14,425
Fund Balances:		
Unassigned	\$	(3,641)
Total Fund Balances	\$	(3,641)
Total Liabilities & Fund Balance	\$	10,784

Gardens at Hammock Beach

Community Development District General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2021

	Adopted Budget	Prorated Budget Thru 01/31/21	Actual Thru 01/31/21	Variance
Revenues				
Developer Contributions	\$ 72,251	\$ 15,205	\$ 15,205	\$ -
Total Revenues	\$ 72,251	\$ 15,205	\$ 15,205	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 7,200	\$ 2,400	\$ 600	\$ 1,800
FICA Expense	\$ 551	\$ 184	\$ 46	\$ 138
Engineering	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Attorney	\$ 5,000	\$ 1,667	\$ 1,885	\$ (218)
Dissemination	\$ 3,500	\$ -	\$ -	\$ -
Annual Audit	\$ 2,500	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 11,667	\$ 11,667	\$ (0)
Information Technology	\$ 1,000	\$ 333	\$ 343	\$ (10)
Telephone	\$ 100	\$ 33	\$ -	\$ 33
Postage	\$ 750	\$ 250	\$ (15)	\$ 265
Insurance	\$ 5,500	\$ 5,500	\$ 5,000	\$ 500
Printing & Binding	\$ 500	\$ 167	\$ 92	\$ 75
Legal Advertising	\$ 5,000	\$ 1,667	\$ 493	\$ 1,174
Other Current Charges	\$ 350	\$ 117	\$ 30	\$ 87
Office Supplies	\$ 125	\$ 42	\$ 43	\$ (1)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 72,251	\$ 25,867	\$ 20,358	\$ 5,509
Total Expenditures	\$ 72,251	\$ 25,867	\$ 20,358	\$ 5,509
Excess Revenues (Expenditures)	\$ -	\$ -	\$ (5,153)	
Fund Balance - Beginning	\$ -	\$ -	\$ 1,512	
Fund Balance - Ending	\$ -	\$ -	\$ (3,641)	

Gardens at Hammock Beach

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Developer Contributions	\$ 8,239	\$ -	\$ 6,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,205
Total Revenues	\$ 8,239	\$ -	\$ 6,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,205
Expenditures													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
FICA Expense	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 55	\$ -	\$ 508	\$ 1,323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,885
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,667
Information Technology	\$ 93	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 343
Telephone	\$ 3	\$ 148	\$ (175)	\$ 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15)
Printing & Binding	\$ 48	\$ -	\$ 39	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92
Legal Advertising	\$ 87	\$ 25	\$ 381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493
Other Current Charges	\$ 15	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
Office Supplies	\$ 13	\$ -	\$ 15	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 8,495	\$ 3,188	\$ 4,413	\$ 4,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,358
Total Expenditures	\$ 8,495	\$ 3,188	\$ 4,413	\$ 4,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,358
Excess Revenues (Expenditures)	\$ (167)	\$ (1,188)	\$ 2,553	\$ (4,352)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,143)

Gardens at Hammock Beach

Community Development District

Developer Contributions/Due from Developer

Funding Request #	Date Prepared	Date Payment Received	Check Amount	Total Funding Request	General Fund Portion (19)	General Fund Portion (20)	General Fund Portion (21)	Capital (Due to Developer)	Over and (short) Balance Due
FY2020									
1	10/31/19	1/21/20	\$ 8,548.28	\$ 8,548.28	\$ 1,942.95	\$ 3,290.33	\$ -	\$ 3,315.00	\$ -
2	11/29/19	1/21/20	\$ 4,788.34	\$ 4,788.34	\$ 250.00	\$ 3,228.34	\$ -	\$ 1,310.00	\$ -
3	12/11/19	1/21/20	\$ 5,942.50	\$ 5,942.50	-	\$ 3,000.00	\$ -	\$ 2,942.50	\$ -
4	1/16/20	1/27/20	\$ 6,991.91	\$ 6,991.91	-	\$ 4,106.91	\$ -	\$ 2,885.00	\$ -
5	2/7/20	2/18/20	\$ 9,430.06	\$ 9,430.06	-	\$ 3,990.06	\$ -	\$ 5,440.00	\$ -
6	3/31/20	5/15/20	\$ 16,664.91	\$ 16,664.91	-	\$ 5,681.84	\$ -	\$ 10,983.07	\$ -
7	4/27/20	5/13/20	\$ 9,529.15	\$ 9,529.15	-	\$ 3,024.15	\$ -	\$ 6,505.00	\$ -
8	5/15/20	6/22/20	\$ 3,823.93	\$ 3,823.93	-	\$ 3,823.93	\$ -	-	\$ -
9	6/30/20	8/27/20	\$ 3,821.62	\$ 3,821.62	-	\$ 3,821.62	\$ -	-	\$ -
10	7/24/20	8/27/20	\$ 8,443.83	\$ 8,443.83	-	\$ 3,828.67	\$ -	\$ 4,615.16	\$ -
11	8/25/20	9/4/20	\$ 3,272.50	\$ 3,272.50	-	\$ 3,000.00	\$ -	\$ 272.50	\$ -
12	9/18/20	9/29/20	\$ 8,594.42	\$ 8,594.42	-	\$ 3,769.42	\$ 5,000.00	\$ (175.00)	\$ -
FY2021									
1	10/27/20	11/9/20	\$ 6,098.12	\$ 6,098.12	\$ -	\$ 2,722.09	\$ 3,238.53	\$ 137.50	\$ -
2	12/10/20	12/28/20	\$ 6,966.10	\$ 6,966.10	\$ -	-	\$ 6,966.10	-	\$ -
Due from Developer									
			\$ 115,101.22	\$ 115,101.22	\$ 9,719.18	\$ 47,287.36	\$ 15,204.63	\$ 38,230.73	\$ -
Total Developer Contributions FY21									
			\$ 15,204.63	\$ 15,204.63					

SECTION 2

Gardens At Hammock Beach

Community Development District

Funding Request FY21 - #3

February 2, 2021

Payee		General Fund FY2021	Capital Outlay FY2021
1	Chiumento, Dwyer, Hertel, Grant Inv# 9900 - General Counsel - December 2020 Inv# 9902 - Bond Validation - December 2020	\$ 507.50	\$ 165.00
2	Daytona News Journal Inv# 102370827-11252020 - Notice of Meetings - 11/25/20 Inv# 0003626737 - Notice of Public Hearing - 12/16/20	\$ 24.79 \$ 380.88	
3	Fedex Inv# 7-206-59892 - Delivery 11/25/20	\$ 33.40	
4	Governmental Management Services-CF, LLC Inv# 85 - Management Fees - January 2021	\$ 3,029.38	
		\$ 3,975.95	\$ 165.00

Total: \$ 4,140.95

Please make check payable to:

Gardens at Hammock Beach CDD

219 E. Livingston Street

Orlando, FL 32801

Chiumento Dwyer Hertel Grant

145 City Place, Suite 301

Palm Coast, FL 32164

Email: chiumento@legalteamforlife.com

Office: (386) 445-8900

www.legalteamforlife.com**Bill to:****Gardens at Hammock Beach Community Development District (CDD)**

c/o Governmental Management Services - Central FL
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

INVOICE

To December 31, 2020

Invoice Date January 25, 2021

Invoice Number 9900

Due Date Due Upon Receipt

MByington@gmscfl.com**Gardens at Hammock Beach CDD-General Representation 190581****Account Summary**

Previous Balance	\$1,627.50
Payments Received	(\$1,627.50)
Outstanding Balance	\$0.00
Current Invoice	\$507.50
Gardens at Hammock Beach CDD-General Representation - Prepaid Balance	\$0.00
Total Due	\$507.50

RECEIVED JAN 25 2021**Payment Transactions**

Date	Type	Invoice #	Description	Amount
1/14/2021	Check	9210	Ck #000198; 01142021.1Ck	\$55.00
1/14/2021	Check	8930	Ck #000198; 01142021.1Ck	\$772.50
1/14/2021	Check	8569	Ck #000198; 01142021.1Ck	\$800.00

Fee Detail

Date		Description	Hours	Rate	Total
11/13/2020	MC	Prepare for and attend Board meeting	1.00	\$350.00/hr	\$350.00
12/4/2020	DAV	Interoffice meeting with Vincent Sullivan and Michael Chiumento III regarding the status of the CDD meeting and bonds.	0.30	\$275.00/hr	\$82.50
12/4/2020	VLS	Met with Michael Chiumento and Diane Vidal re: status of matter.	0.30	\$250.00/hr	\$75.00
			Hours Total	1.60	Fee Total
					\$507.50

Expense Detail

Date	Description	Quantity	Rate	Total
<i>No expenses have been charged for this invoice.</i>				
				Expenses Total
				\$0.00

Fees	\$507.50
Expense	\$0.00
Current Due	\$507.50
Outstanding Balance	\$0.00
Total Due	\$507.50

Timekeeper Summary

Timekeeper	Hours
Diane Vidal	0.30
Michael Chiumento III	1.00
Vincent Sullivan	0.30
Total Hours	1.60

Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164
Email: chiumento@legalteamforlife.com
Office: (386) 445-8900
www.legalteamforlife.com



Bill to:

Gardens at Hammock Beach Community Development District
(CDD)
c/o Governmental Management Services - Central FL
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

INVOICE

To December 31, 2020

Invoice Date January 25, 2021
Invoice Number 9902
Due Date Due Upon Receipt

MByington@gmscfl.com

Gardens at Hammock Beach CDD - Bond Validation 190638

Account Summary

Previous Balance	\$137.50
Payments Received	(\$137.50)
Outstanding Balance	\$0.00
Current Invoice	\$165.00
Gardens at Hammock Beach CDD - Bond Validation - Prepaid Balance	\$0.00

Total Due	\$165.00
------------------	-----------------

RECEIVED
JAN 26 2021

Payment Transactions

Date	Type	Invoice #	Description	Amount
1/14/2021	Check	8570	Ck #000198; 01142021.1Ck	\$137.50

Fee Detail

Date	Description	Hours	Rate	Total
12/1/2020	DAV Interoffice meeting with Michael Chiumento re status of public hearing.	0.30	\$275.00/hr	\$82.50

Date	Description	Hours	Rate	Total
12/3/2020	DAV Reviewed exchange of emails. Reviewed CDD report (Assessment Area One)	0.30	\$275.00/hr	\$82.50
		Hours Total	0.60	Fee Total
				\$165.00

Expense Detail

Date	Description	Quantity	Rate	Total
<i>No expenses have been charged for this invoice.</i>				
				Expenses Total
				\$0.00

Fees	\$165.00
Expense	\$0.00
Current Due	\$165.00
Outstanding Balance	\$0.00
Total Due	\$165.00

Timekeeper Summary

Timekeeper	Hours
Diane Vidal	0.60
Total Hours	0.60

THE DAYTONA BEACH NEWS-JOURNAL

Questions on this invoice call:
Tel: (866) 470-7133 Fax: (863) 802-7825

START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SALE SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
			Balance Forward						\$119.54
11/25	11/25	102370827-11252020	NOTICE OF MEETING GARDENS	Palm Coast	1.00 x 49Lines	49	1		\$24.79
11/25	11/25	102370827-11252020	NOTICE OF MEETING GARDENS	On-Line	1.00 x 49Lines	49	1		\$0.00
PREVIOUS AMOUNT OWED:				\$119.54					
NEW CHARGES THIS PERIOD:				\$24.79					
CASH THIS PERIOD:				\$0.00					
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00					
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00					

RECEIVED
DEC 07 2020
BY: _____

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN THE TOTAL AMOUNT DUE

SBI™

21		CURRENT NET AMOUNT		22	30 DAYS		60 DAYS		Over 90 DAYS		* UNAPPLIED AMOUNT		23	TOTAL AMOUNT DUE	
		\$24.79			\$87.19		\$32.35		\$0.00		\$0.00			\$144.33	
		SALES REFERENCE #		24	ADVERTISER INFORMATION										
		0098		1	BILLING PERIOD		6	BILLED ACCOUNT NUMBER		7	ADVERTISER/CLIENT NUMBER		2	ADVERTISER/CLIENT NAME	
					11/01/2020 - 11/30/2020			1008098			1008098			GARDENS AT HAMMOCK BEACH	

MAKE CHECKS PAYABLE TO

Daytona Beach News-Journal

News Journal - Advertising
PO Box 919423
Orlando, FL 32891-9423

ALL ACCOUNTS SUBJECT TO PAYMENT BY 15TH OF MONTH FOLLOWING INVOICE. A FINANCE CHARGE OF 1.5% (18% PER ANNUM) WILL BE ADDED ON ANY BALANCE UNPAID ONE MONTH AFTER STATEMENT DATE

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

THE DAYTONA BEACH NEWS-JOURNAL

Department 33
P.O. Box 919423
Orlando, FL 32891-9423
Tax ID 47-2684509

ADVERTISING INVOICE and STATEMENT

BILLING ACCOUNT NAME AND ADDRESS

1 BILLING PERIOD		2 ADVERTISER/CLIENT NAME	
11/01/2020 - 11/30/2020		GARDENS AT HAMMOCK BEACH	
23 TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT	
\$144.33		\$0.00	
		TERMS OF PAYMENT	
		Net + 15	
71 CURRENT NET AMOUNT		22 30 DAYS	
\$24.79		\$87.19	
		60 DAYS	
		Over 90 DAYS	
		\$32.35	
		\$0.00	
1 PAGE #		5 BILLING PERIOD	
1		11/30/2020	
		8 BILLED ACCOUNT NUMBER	
		1008098	
		7 ADVERTISER/CLIENT NUMBER	
		1008098	
		24 STATEMENT NUMBER	
		000005875	
		9 REMITTANCE ADDRESS	

REMITTANCE ADDRESS

News Journal - Advertising
PO Box 919423
Orlando, FL 32891-9423



GARDENS AT HAMMOCK BEACH
219 E LIVINGSTON ST STE 1
ORLANDO FL 32801-1508



00000005987510080980000144330

**Flagler/Palm Coast
NEWS-TRIBUNE**

Published Each Wednesday
Flagler County, Florida

State of Florida,
County of Flagler

Before the undersigned authority personally appeared

[Signature]

who, on oath says that he/she is

LEGAL COORDINATOR

of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper,
published in Flagler County, Florida; that the attached copy of
advertisement, being a

**NOTICE OF MEETING GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT** The regular
meeting of the Board of Supervisors of the Gardens at
Hammock Beach Comm

in the Court,
was published in said newspaper in the issues

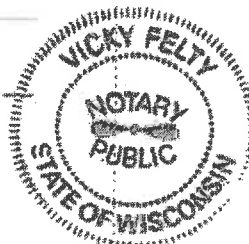
November 25, 2020

Affiant further says that The Flagler/Palm Coast News-Tribune is a
newspaper published in said Flagler County, Florida, and that the
said newspaper has heretofore been continuously published in said
Flagler County, Florida, each Wednesday and has been entered as
second-class mail matter at the post office in Flagler Beach, in said
Flagler County, Florida, for a period of one year next preceding the
first publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person, firm
or corporation any discount, rebate, commission or refund for the
purpose of securing this advertisement for publication in the said
newspaper

Notary Public, State of Wisconsin, County of Brown

My Commission Expires

Sworn to and subscribed before me this
25th day of November, 2020



GOVERNMENTAL MANAGEMENT SERV
GARDENS AT HAMMOCK BEACH
219 EAST LIVINGSTON STREET STE. 1
ORLANDO, FL 32801

FEE: \$24.79
AD #: 0002370827
ACCT: 1000099

**NOTICE OF MEETING
GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**


The regular meeting of the Board of Supervisors of the Gardens at Hammock Beach Community Development District will be held on Friday, December 4, 2020 at 1:00 PM at City Center of Palm Coast Town Center, 145 City Place, Suite 301, Palm Coast, Florida 32184. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 219 East Livingston Street, Orlando, FL 32801. This meeting may be continued to a date, time, and place to be specified on the record of the meeting.

There may be occasions when one or more Supervisors, Staff or other individuals will participate by telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will read a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, excluding the testimony and evidence upon which such appeal is to be based.

George S. Flitt
Governmental Management Services
Central Florida, LLC
District Manager
NT2370827, Nov 25, 2020 H

THE DAYTONA BEACH
NEWS-JOURNAL

ACCOUNT NAME Gardens At Hammock Beach		ACCOUNT # 464679	PAGE # 1 of 1
INVOICE # 0003626737	BILLING PERIOD Dec 1- Dec 31, 2020	PAYMENT DUE DATE January 20, 2021	
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included in amt due) \$0.00	TOTAL AMOUNT DUE \$525.21	
BILLING ACCOUNT NAME AND ADDRESS GARDENS AT HAMMOCK BEACH 219 E LIVINGSTON ST STE 1 ORLANDO, FL 32801-1508 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@coo.gannett.com FEDERAL ID 47-2390983	
<p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.</p>			

0000464679000000000000000036267370005252167240

Contact abgspecial@gannett.com to sign-up for the convenience of having your invoice e-mailed to you. Once signed up you can also enjoy the convenience of making online payments. Previous account number reference if needed: **00N_1008098**.

Date	Description	Amount
12/1/20	Balance Forward	\$144.33

Print Advertising:

Start-End Date	Product	Description	PO Number	Run Dates	Ad Size	Rate	Gross Amount	Net Amount
12/9/20-12/16/20	DTB Flagler/ Palm Coast News Tribune	Garden		12/9, 12/16	NonModular	Fixed Price	\$380.88	\$380.88

RECEIVED

JAN 22 2021

RECEIVED
JAN 19 2021

BY: _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

THE DAYTONA BEACH NEWS-JOURNAL		ACCOUNT NAME Gardens At Hammock Beach		PAYMENT DUE DATE January 20, 2021		AMOUNT PAID
		ACCOUNT NUMBER 464679		INVOICE NUMBER 0003626737		
CURRENT DUE \$380.88	30 DAYS PAST DUE \$24.79	60 DAYS PAST DUE \$87.19	90 DAYS PAST DUE \$32.35	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$525.21
REMITTANCE ADDRESS (Include Account# & Invoice# on check) Daytona Beach News-Journal P.O. Box 630476 Cincinnati, OH 45263-0476				TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____/____/____ CVV Code _____ Signature _____ Date _____		

0000464679000000000000000036267370005252167240

THE FLAGLER/PALM COAST
NEWS-TRIBUNE

P.O. Box 630476, Cincinnati, OH 45263-0476

PROOF OF PUBLICATION

GARDENS AT HAMMOCK BEACH
219 EAST LIVINGSTON STREET STE 1
ORLANDO Florida 32801

STATE OF FLORIDA, COUNTY OF FLAGLER

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a Not specified in the Court, was published in said newspaper in the issues

12/09/2020, 12/16/2020

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida each Wednesday and has been entered as second-class mail matter at the post office in said Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before on 12/16/2020.

[Signature]
Legal Clerk

[Signature]
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$380.88
Order No: 5368967
Customer No: 484679
PO #:

of Copies:
-1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

The Securities Division of the Georgia Department of Banking and Finance, on January 18, 2017 at the City of Atlanta, Georgia Court House, 125 City Hall East, 12th Floor, Atlanta, GA 30334 is issuing the subject of an investment and the registration of securities received by the State and serves the Georgia Black Community Development Institute (the "GBDI") Capital Project Report. The Board will receive the copy of Capital Project Report to be filed with the Georgia Department of Banking and Finance, Division of Securities, 125 City Hall East, 12th Floor, Atlanta, GA 30334. The Board will receive the copy of Capital Project Report to be filed with the Georgia Department of Banking and Finance, Division of Securities, 125 City Hall East, 12th Floor, Atlanta, GA 30334. The Board will receive the copy of Capital Project Report to be filed with the Georgia Department of Banking and Finance, Division of Securities, 125 City Hall East, 12th Floor, Atlanta, GA 30334.

The public hearing will be conducted pursuant to Chapters 198.101 and 199, Florida Statutes. Developments within the Districts in these listings will be reviewed. The Districts' jurisdiction includes within Taylor County, Florida, the District's proposed amendments to the planning, development, acquisition and/or construction of development related to various roadway projects, water and sewer projects, railroad projects, waterworks and other projects, electrical distribution systems, underground utility systems, or other utility management systems. A description of the property to be acquired, the scope of the amendments proposed by the Engineer's Report dated February 17, 2020 and the amount to be received in cash prior to a sale of property may be reviewed at the District's Records Office at 777 East Livingston Street, Orlando, Florida 32803 or by contacting the District Manager at (407) 455-3333.

[illegible]

The District also intends to levy and collect assessments on property within its district for the operation and maintenance of the District's improvements. These annual assessments will be collected on the Flagler County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The public hearing is open to the public and will be conducted in accordance with the provisions of Chapter 119A, § 24B, of the Massachusetts General Laws. The hearing will be held at the location and on the date specified below. The hearing will be held in the English language. If you are unable to attend the hearing in person, you may submit written comments to the Commission by the date specified below. If you need assistance, please contact the Commission at (617) 725-6000.

[illegible]

Persons in the possession of the American right to privacy, etc., any person requesting special accommodations for a meeting in this building and meeting in order to contact the Florida OIR in 305-465-5726 in least five calendar days prior to the meeting and meeting. If you are unable to speak to the staff, please contact the Florida Policy Bureau at 1-800-252-8710 for aid in contacting the District Office.

All members desiring to request any decision of the Board with regard to any matter considered at the hearing or at the meeting, such person will need a record of the proceedings and should also be present at the proceedings in person, which included the testimony and evidence upon which such request is to be based. The public hearing may be continued to a later date, which will be announced at the hearing.

George S. Fife
Operational Management Services - Central Florida, LLC
Serving the area

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF RAMAPOCK BEACH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL AGREEMENTS CONCERNING THE LOCATION, NATURE AND ESTIMATION COST OF TWO WATER TREATMENT IMPROVEMENTS WHICH COST IS TO BE COFINANCED BY THE SPECIAL AGREEMENTS, PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE REPAID BY THE SPECIAL AGREEMENTS, PROVIDING THE MANNER IN WHICH SUCH SPECIAL AGREEMENTS SHALL BE MADE, PROVIDING THAT SUCH SPECIAL AGREEMENTS SHALL BE MADE, DETERMINING THE DUES TO WHICH THE SPECIAL AGREEMENTS SHALL BE LIABLE, PROVIDING FOR AN AGREEMENT PLAN, ADOPTING A FINANCIAL AGREEMENT RULE, PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

[illegible]

WMP000000, the District is governed by Chapter 190, the Uniform Community Development Chapter Act, Chapter 191, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 192, the Uniform Method for Levy, Collection, and Distribution of Non-Ad Valorem Assessments. Please describe, in general, how, plan, and/or how, various sources of revenues, either as defined, apply, operate, and explain the importance and to finance, levy, and collect the assessments.

WHEREAS, the Director hereby certifies that he has received the foregoing request, the removal of these licenses, and that required documents will be made as requested by the Director's order; As set forth in the Revised Special Assignment Worksheet dated February 27, 2003, attached hereto Exhibit B and incorporated herein by reference and filed at the office of the District Manager, the Orange Hill Department Management Review - Central Florida LLC, 239 East Lexington Avenue, Orlando, Florida 32801, the "District Manager's Order"; and

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ONE THING MORE, AS IT RELAYED BY THE BOARD OF SUPERVISORS OF THE CLINICS AT HANNAH X HEALTH COMMUNITY DEVELOPMENT DISTRICT

- [illegible]

PASSED AND ADOPTED by the Board of Directors, 2008



**Billing Address:**

GARDENS AT HAMMOCK BEACH CDD
1408 HAMLIN AVE UNIT E
UNIT E
SAINT CLOUD FL 34771-8588

Shipping Address:

GARDENS AT HAMMOCK BEACH CDD
1408 HAMLIN AVE UNIT E
SAINT CLOUD FL 34771-8588

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST

Internet: fedex.com

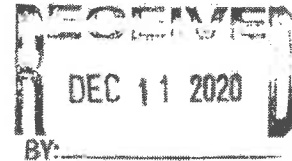
Invoice Summary**FedEx Express Services**

Total Charges	USD	\$33.40
TOTAL THIS INVOICE	USD	\$33.40

Other discounts may apply.

Account Summary as of Dec 08, 2020

Previous Balance	114.57
Payments	0.00
Adjustments	0.00
New Charges	33.40
New Account Balance	\$147.97



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