

# Holly Hill Road East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

---

The following is the proposed agenda for the meetings of the Board of Supervisors for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, May 16, 2018 at 10:45 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, FL 33880**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at [janeg@fishkind.com](mailto:janeg@fishkind.com) or (407) 382-3256. As always, the personal attendance of three (3) Board Members will be required to constitute a quorum.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-877-864-6450      Participant Code: 454943

## **PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the April 18, 2018 Board of Supervisors Meeting**

### **Business Matters**

- 2. **Consideration of Series 2017 Project (Excluding the Amenity Project) Completion**
  - Presentation of Certificate of Completion of the Series 2017 Project (Excluding the Amenity Project)
  - **Consideration of Resolution 2018-9, Declaring the Series 2017 Project (Excluding the Amenity Project) Complete**
- 3. **Public Hearing on the Imposition of Special Assessments, Phase 2 & 3**
  - Presentation of Amended and Restated Engineer's Report
  - Presentation of Amended and Restated Master Assessment Methodology Report
  - Public Comments and Testimony
  - Board Comments
  - **Consideration of Resolution 2018-10, Levying Special Assessments**
- 4. **Public Hearing on the District's Intent to Use the Uniform Method of Collection for the Expansion Area**
  - Public Comments and Testimony
  - Board Comments
  - **Consideration of Resolution 2018-11, Adopting the Uniform Method**
- 5. **Consideration of Resolution 2018-12, Approving a Proposed Budget for Fiscal Year 2018-2019, Declaring Special Assessments to Fund the Proposed Budget, and Setting Public Hearing Dates Thereon *[suggested date: 7/18/18]***
- 6. **Consideration of Acquisition of Common Areas (Citrus Isle)**

- 7. Consideration of Agreement Between Creative Association Services, Inc. and the District for Landscape Maintenance Services**
- 8. Consideration of Danielle Fencing Mfg. Co. Agreement for Installation of Fencing**
- 9. Consideration of Danielle Fencing Mfg. Co. Agreement for Installation of Walk Gate**
- 10. Ratification of Payment Authorization Nos. 26 - 29**
- 11. Review of Monthly Financials**
- 12. Presentation of Number of Qualified Electors in District *(provided under separate cover)***

**Other Business**

Staff Reports  
District Counsel  
Interim Engineer  
District Manager  
Supervisor Requests and Audience Comments  
Adjournment



**Holly Hill Road East  
Community Development District**

**Minutes**

## **MINUTES OF MEETING**

### ***HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING***

***Wednesday April 18, 2018 at 10:48 a.m.***

***Offices of Cassidy Homes***

***346 East Central Ave.,***

***Winter Haven, Florida 33880***

Board Members present at roll call:

Rennie Heath	Board Member	
John Mazuchowski	Board Member	
Lauren Schwenk	Board Member	
Scott Shapiro	Board Member	(via phone)

Also, Present:

Roy Van Wyk	Hopping Green & Sams, P.A. (via phone)
Jane Gaarlandt	Fishkind & Associates, Inc.
Dennis Wood	District Engineer (via phone)
Sharon Garrett	Public

### **FIRST ORDER OF BUSINESS**

### **Call to Order and Roll Call**

The meeting was called to order at 10:48 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

Ms. Garrett asked about the price per acre for the park. Mr. Van Wyk responded that it is about \$79,000.00 per acre for the actual cost and the appraised market value was \$94,000.00 per acre. Ms. Garrett asked if it has to be the lesser of the two values when the District gives it over. Mr. Van Wyk responded that the District will acquire land at the lower of the two, the actual cost paid by the Developer or the market value.

### **THIRD ORDER OF BUSINESS**

### **Consideration of the Minutes of the March 21, 2018 Board of Supervisors Meeting**

The Board reviewed the minutes of the March 21, 2018 Board of Supervisors Meeting.

On MOTION by Mr. Heath, seconded by Mr. Mazuchowski, with all in favor, the Board approved the Minutes of the March 21, 2018 Board of Supervisors Meeting.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Real Estate Appraisal Report for Holly Hill Road East Amenities Land**

Mr. Van Wyk explained that the Board authorized District staff to obtain an appraisal for the lands where the Amenity Facility will be located and noted that it was done in conjunction with the North Boulevard Community Development District. He explained that the report came in and estimates the value of the 2.96 acres at \$280,000.00 and shows that the Developer acquired the acreage at \$235,000.00. Mr. Van Wyk requested that the Board accept the Appraisal Report as the basis for the land acquisition for the Amenity Facilities.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the Real Estate Appraisal Report for Holly Hill Road East Amenity Facilities.

#### **FIFTH ORDER OF BUSINESS**

#### **Ratification of Payment Authorization Nos. 23-25**

The Board reviewed Payment Authorization Nos. 23 - 25

On MOTION by Mr. Heath, seconded by Mr. Mazuchowski, with all in favor, the Board ratified Payment Authorization Nos. 23 - 25.

#### **SIXTH ORDER OF BUSINESS**

#### **Review of Monthly Financials**

The Board reviewed the month financials. Ms. Gaarlandt will send them to Mr. Shapiro. Ms. Schwenk asked about the budget. Ms. Gaarlandt responded that a draft version of the preliminary budget will be sent to the Board as well as some samples of the actual cost for some District's that have Amenities. Mr. Heath asked why the website maintenance is so high. Ms. Gaarlandt responded that it is about \$1,500.00 each year and this is what all the Districts are paying. The Board thought that North Boulevard was only paying \$750.00. Ms. Gaarlandt indicated that the \$750 might be the prorated amount but she will double check the cost of the website maintenance. Ms. Schwenk asked if there is a setup

fee. Ms. Gaarlandt responded that there is a setup fee and a monthly maintenance fee. Mr. Heath requested that Ms. Gaarlandt provide him with the information when she finds out the cost. There was no Board action required at this time.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

**District Counsel –** Mr. Van Wyk asked Mr. Wood about the plat for Citrus Isles and asked for a status of the improvements and the steps that the District should take next.

**District Engineer –** Mr. Wood said that the plat will be recorded today. There is nothing further for the Board to do regarding the Citrus Isles portion. He noted that the other night the City Commission gave the District approval to modify the PUD to add some 55 foot lots and the design will start for the second phase soon. Mr. Van Wyk requested a copy of the plat once it is recorded.

**District Manager –** Ms. Gaarlandt indicated that the Holly Hill Road East District was established within the new fiscal year so the website setup fee is included in the cost which is why it was \$2,900.00 instead of \$1,450.00. Ms. Gaarlandt indicated that the website setup fee was \$2,000.00. Ms. Gaarlandt will double check it and let Mr. Heath know.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisor Requests and Audience Comments**

There were no Supervisor requests or Audience comments.

## **NINTH ORDER OF BUSINESS**

### **Adjournment**

There were no other questions or comments. Ms. Gaarlandt adjourned the meeting.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board adjourned the April 18, 2018 Board of Supervisors Meeting.





# **Holly Hill Road East Community Development District**

**Series 2017 Project Completion  
(Excluding the Amenity Project)**

**Holly Hill Road East  
Community Development District**

**Certificate of Completion of the Series 2017 Project  
(Excluding the Amenity Project)**

## HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

### DISTRICT ENGINEER'S CERTIFICATE OF COMPLETION OF THE SERIES 2017 PROJECT (EXCLUDING THE AMENITY PROJECT)

\_\_\_\_\_, 2018

Holly Hill Road East Community Development District  
c/o Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817

Re: Certification of Completion  
Holly Hill Road East Community Development District  
Series 2017 Bonds – Series 2017 Project (excluding the Amenity Project)

This certificate is furnished in accordance with Section 5.01(c) of the Master Trust Indenture dated November 1, 2017 (the “**Master Indenture**”), between the Holly Hill Road East Community Development District (the “**District**”) and U.S. Bank National Association (the “**Trustee**”) and is intended to evidence the completion of the Series 2017 Project (excluding the Amenity Project), as both terms are defined in the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture dated November 2, 2017 (together with the Master Indenture, the “**Indenture**”), and as further described in that certain *Engineer's Report for Capital Improvements*, dated June 2017, as Phase 1, and undertaken by the District. All capitalized terms used herein shall have the meaning ascribed to them in the Indenture.

- I. The Series 2017 Project (excluding the Amenity Project) has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Series 2017 Project (excluding the Amenity Project) have been paid for and acknowledgments of such payments have been obtained from all contractors and suppliers.
- II. All other facilities necessary in connection with the Series 2017 Project (excluding the Amenity Project) have been constructed, acquired, and installed in accordance with the specifications therefore and all Costs and expenses incurred in connection therewith have been paid or adequate provision has been made for such payment by the District.
- III. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Series 2017 Project (excluding the Amenity Project) are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.

- IV. Of the remaining balance of Four Hundred Fifteen Thousand Twenty-Eight Dollars and 81/100 Cents (\$415,028.81) in the Series 2017 Project Subaccount within the Series 2017 Acquisition and Construction Fund, Two Hundred Six-Five Thousand Twenty-Eight Dollars and 81/100 Cents (\$265,028.81) in such Series 2017 Project Subaccount is hereby reserved by the Issuer for the payment of the remaining Costs of the Series 2017 Project (excluding the Amenity Project).
- IV. The total Cost of the Series 2017 Project (excluding the Amenity Project) was less than the amount deposited in the Series 2017 Project Subaccount within the Series 2017 Acquisition and Construction Fund resulting in an excess of proceeds from the Series 2017 Bonds in the Series 2017 Project Subaccount within the Series 2017 Acquisition and Construction Fund.

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate or which may subsequently come into being.

Dated: \_\_\_\_\_

DENNIS WOOD ENGINEERING, LLC

\_\_\_\_\_  
By: Dennis L. Wood, P.E., District Engineer

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Dennis L. Wood, P.E., District Engineer of the Holly Hill Road East Community Development District, who is personally known to me or who has produced identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Holly Hill Road East  
Community Development District**

**Resolution 2018-09**

## RESOLUTION 2018-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2017 PROJECT (EXCLUDING THE AMENITY PROJECT) IS COMPLETE; DECLARING THE SERIES 2017 PROJECT (EXCLUDING THE AMENITY PROJECT) COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2017 BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Holly Hill Road East Community Development District ("**District**") was established by Ordinance No. 814, as amended by Ordinance 841, adopted on July 10, 2017, and March 5, 2018, respectively, by the City Commission of the City of Davenport, Florida ("**City**"), for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (the "**Board**") of the District adopted Resolution No. 2017-25 on July 19, 2017, authorizing the issuance of not to exceed \$18,000,000 in aggregate principal amount of its Special Assessment Bonds to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act;

**WHEREAS**, the District duly authorized and issued Holly Hill Road East Community Development District Special Assessment Bonds, Series 2017 (the "**Series 2017 Bonds**"), for the purpose of funding the construction, installation, and acquisition of public infrastructure, improvements, and services; and

**WHEREAS**, the Series 2017 Bonds financed a portion of the District's master project infrastructure associated with Phase 1 (the "**Series 2017 Project**"), as such is further identified and described in that certain *Holly Hill Road East Community Development District Engineer's Report for Capital Improvements*, dated June, 2017, attached to this Resolution as **Exhibit A** (the "**Engineer's Report**"); and

**WHEREAS**, the Engineer's Report estimates capital costs totaling \$5,277,263.00 for the Series 2017 Project (the "**Total Project Costs**"), which encompasses (i) \$404,963 in capital costs related to the Amenity Project (as defined in the First Supplemental Indenture (hereinafter defined)); and (ii) \$4,872,300 in capital costs related to the balance of the Series 2017 Project (i.e., the Series 2017 Project excluding the Amenity Project) (the "**Series 2017 Project (excluding the Amenity Project)**"); and

**WHEREAS**, pursuant to the terms of the *Master Assessment Methodology Report*, dated September 20, 2017, as supplemented by the *Supplemental Assessment*

*Methodology Report*, dated October 19, 2017, attached to this Resolution as **Composite Exhibit B** (collectively, the "Assessment Methodology") the estimated total costs of the Series 2017 Project, including that portion attributable to the Series 2017 Project (excluding the Amenity Project), to be funded by the sale of bonds and secured by assessments, inclusive of capital costs, financing costs, capitalized interest, reserve funds, original issue discounts, and contingencies totaled approximately \$4,160,000; and

**WHEREAS**, on July 19, 2017, the Board adopted Resolution 2017-23, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed; and

**WHEREAS**, on September 20, 2017, the Board, after notice and public hearing, met as an Equalizing Board pursuant to the provision of Section 170.08, *Florida Statutes*, and adopted Resolution 2017-32, as supplemented by Resolution 2018-01, adopted on November 6, 2017, authorizing the projects described therein, equalizing and levying special assessments to defray a portion of the Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes*; and

**WHEREAS**, the Series 2017 Project specially benefits the developable acreage in the District as set forth in Resolution 2017-32 and the Assessment Methodology, and it is reasonable, proper, just and right to assess the portion of the costs of the Series 2017 Project financed with the Series 2017 Bonds to the specially benefitted properties within the District as set forth in Resolution 2017-32 and this Resolution; and

**WHEREAS**, the Series 2017 Bonds were issued pursuant to that certain Master Trust Indenture dated November 1, 2017 (the "**Master Indenture**"), as supplemented by a First Supplemental Trust Indenture dated November 1, 2017 (the "**First Supplemental Indenture**" and, together with the Master Indenture, the "**Indenture**") both by and between the District and U.S. Bank National Association, as Trustee, which contemplates two distinct Completion Dates (as defined in the First Supplemental Indenture) with respect to the Series 2017 Project: (a) one applicable to the Amenity Project; and (b) the other applicable to the Series 2017 Project (excluding the Amenity Project); and

**WHEREAS**, the Series 2017 Project (excluding the Amenity Project) has been completed; and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer executed and delivered a Certificate of Completion of the Series 2017 Project (excluding the Amenity Project) dated \_\_\_\_\_, (the "**Engineer's Certification**") attached hereto as **Exhibit C**, wherein the District Engineer certified the Series 2017 Project (excluding the Amenity Project) to be complete; and

**WHEREAS**, upon receipt of and in reliance upon the Engineer's Certification evidencing the completion date of the Series 2017 Project (excluding the Amenity Project) as described above, the Board desires to certify the Series 2017 Project (excluding the Amenity Project) complete in accordance with the Indenture; and

**WHEREAS**, the actual costs incurred to complete the Series 2017 Project (excluding the Amenity Project) did not exceed all amounts on deposit in the Series 2017 Project Subaccount within the Series 2017 Acquisition and Construction Fund. Of the remaining balance of Four Hundred Fifteen Thousand Twenty-Eight Dollars and 81/100 Cents (\$415,028.81) in the Series 2017 Project Subaccount within the Series 2017 Acquisition and Construction Fund, Two Hundred Six-Five Thousand Twenty-Eight Dollars and 81/100 Cents (\$265,028.81) in such Series 2017 Project Subaccount is reserved by the District for the payment of the remaining Costs of the Series 2017 Project (excluding the Amenity Project).

**NOW, THEREFORE**, be it resolved by the Board of Supervisors of the Holly Hill Road East Community Development District:

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

**SECTION 2. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170 and 190, *Florida Statutes*, and in accordance with the provisions of Resolution 2017-32, as supplemented.

**SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2017 PROJECT (EXCLUDING THE AMENITY PROJECT).** The Board of Supervisors hereby accepts the Engineer's Certification, attached hereto as **Exhibit C**, certifying the Series 2017 Project (excluding the Amenity Project) complete and upon reliance thereon, certifies the Series 2017 Project (excluding the Amenity Project) complete in accordance with Resolution 2017-32 and the Indenture. The Completion Date, as that term is defined in the Indenture, for the Series 2017 Project (excluding the Amenity Project) shall be the date of the Engineer's Certification.

**SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2017 BONDS.** Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2017-32, special assessments securing the Series 2017 Bonds are to be credited the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the total actual costs of the Series 2017 Project (excluding the Amenity Project). The amount of Two Hundred Six-Five Thousand Twenty-Eight Dollars and 81/100 Cents (\$265,028.81) in the Series 2017 Project Subaccount of the Series 2017 Acquisition and Construction Fund is hereby reserved by the Issuer, as defined in the Indenture, for the payment of the remaining costs of the balance of the Series 2017 Project (excluding the Amenity Project). The remaining balance of the Series 2017 Project Subaccount of the Series 2017 Acquisition and Construction Fund not reserved for the completion of the balance of the Series 2017 Project (excluding the Amenity Project) shall be transferred to



the Series 2017 General Redemption Subaccount as provided in the Indenture. **Exhibit D** attached hereto and incorporated herein by this reference reflects the amortization schedule of the Series 2017 Bonds after the closing of the Series 2017 Project Subaccount within the Series 2017 Acquisition and Construction Account. As provided in Resolution 2017-32, the assessments levied reflect the outstanding debt due on the Series 2017 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2017-32, the special assessments on parcels specially benefitted by the Series 2017 Project (excluding the Amenity Project) are hereby finalized in accordance with the Assessment Methodology, attached hereto as **Composite Exhibit B**, which reflects the assessments on the parcels benefitted by the Series 2017 Bonds.

**SECTION 5. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2018-01, which remains in full force and effect. This Resolution and Resolution 2018-01 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution.

**SECTION 7. 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 8. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

*[Remainder of page intentionally left blank]*

**APPROVED AND ADOPTED** this 16<sup>th</sup> day of May, 2018.

Attest:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Exhibit A: *Holly Hill Road East Community Development District Engineer's  
Report for Capital Improvements*, dated June 2017  
Comp. Exhibit B: *Master Assessment Methodology Report*, dated September 20,  
2017, as supplemented by the *Supplemental Assessment  
Methodology Report*, dated October 19, 2017  
Exhibit C: Engineer's Certification, dated \_\_\_\_\_  
Exhibit D: Debt Service Requirements

EXHIBIT A

**EXHIBIT A**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**DENNIS WOOD ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**JUNE 2017**

# **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1
II.	PURPOSE AND SCOPE .....	2
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4
	Stormwater Management Facilities .....	4
	Public Roadways .....	5
	Water and Wastewater Facilities .....	6
	Off-site Improvements .....	7
	Miscellaneous.....	7
VI.	PERMITTING .....	8
VII.	RECOMMENDATION.....	9
VIII.	REPORT MODIFICATION.....	9
IX.	CONCLUSION .....	10

## **LIST OF EXHIBITS**

**EXHIBIT 1- Location Map**

**EXHIBIT 2- Property Sketch and Description**

**EXHIBIT 3- District Boundary Map**

**EXHIBIT 4- Existing Land Use Map**

**EXHIBIT 5- Future Land Use Map**

**EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map**

**EXHIBIT 7- Summary of Opinion of Probable Costs**

**EXHIBIT 8- Summary of Proposed District Facilities**

**EXHIBIT 9- Overall Site Plan**

**ENGINEER'S REPORT  
HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Holly Hill Road East Community Development District (the "District") is bisected by North Boulevard West, east of Holly Hill Road, City of Davenport (the "City"), Polk County, (the "County"), Florida. The District currently contains approximately 97.22 acres, and is expected to consist of 403 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 814, which was approved by the City Commission on July 10, 2017. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

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

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

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

## **II. PURPOSE AND SCOPE**

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

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.



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

### **III. THE DEVELOPMENT**

The development will consist of 403 single family homes and associated infrastructure. The Development is a planned residential community is located on the north and south side of North Boulevard West, and east of Holly Hill Road in the City of Davenport and lies within Section 4 and 5, Township 27 South, Range 27 East, all within the City. The development has received zoning approval by the City. PUD approval shall be obtained prior to plan submission to the City, and the property has an underlying Future Land Use Designation of RM & RH (Residential Medium and Residential High). The development will be constructed in two (2) phases.

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

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1 and 2. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of power, telecommunications and cable TV will occur, but will not be funded by the District. Installation of street lights within the public right of way will be funded by the District.

As a part of the recreational component of the CIP, a public park will be constructed adjacent to Holly Hill Road and will have connectivity via walking trails to the other portions of the District. The public park will be accessed by the public roadways and walking trails.

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

The Capital improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known surface waters or natural wetlands on or immediately adjacent to the development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0220G and 12105C-0240G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation is required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

#### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

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

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Davenport Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to either a force main along North Blvd or within the unopened right of way of 10<sup>th</sup> Street.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2018; Phase 2 in 2019. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Polk County Environmental Protection Commission (HCEPC) (wastewater collection) and the City.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center.

### **Miscellaneous:**

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

## **VI. PERMITTING**

Construction permits for Phase 1 & 2 are required and include the SWFWMD Environmental Resource Permit (ERP), and City construction plan approval. There are no Army Corps of Engineer (ACOE) jurisdictional wetlands within the CIP boundaries; therefore no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Davenport)	City of Davenport Ordinance (Approved)
Preliminary Plat (City of Davenport)	City of Davenport (Approved)
SWFWMD ERP	Approved
Construction Permits (Davenport)	July 2017
FDEP Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved

\*Amenlty Center shall require separate permitting. Permits required are Construction Permit, FDEP, Water, FDEP Sewer, SWFWMD, and FDEP NOI.

### **PHASE 2**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Davenport)	City of Davenport City Ordinance (Approved)
Preliminary Plat (Davenport)	July 2018
SWFWMD ERP	October 2018
Construction Permits (Davenport)	October 2018
FDEP Water	October 2018
FDEP Sewer	October 2018
FDEP NOI	September 2018

## **VII. RECOMMENDATION**

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

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

## **VIII. REPORT MODIFICATION**

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

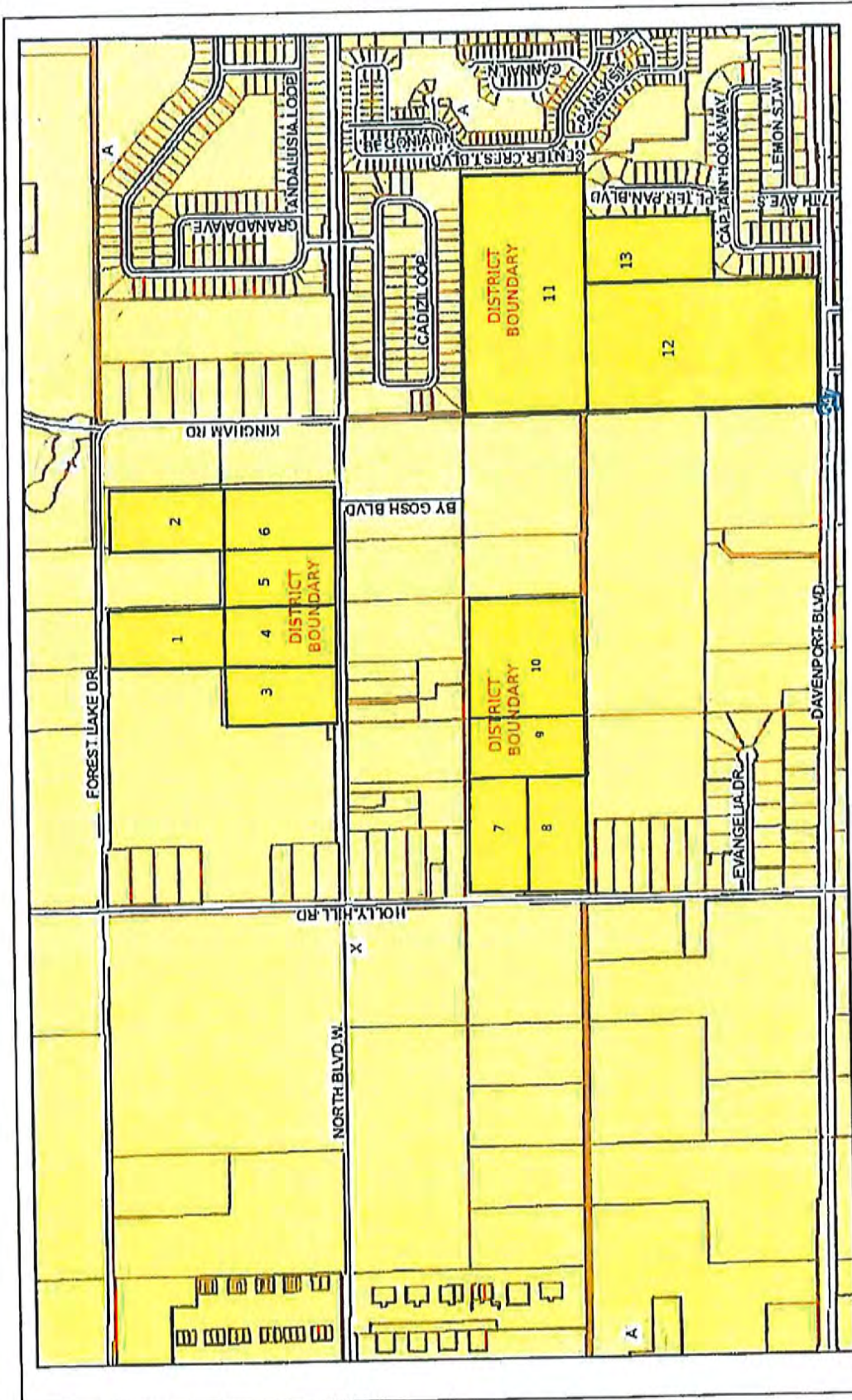
## **IX. CONCLUSION**

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

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

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





# EXHIBIT 1 HOLLY HILL ROAD EAST CDD LOCATION MAP

**Dennis Wood Engineering LLC**

OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018

1925 BARTOW ROAD  
 LAKELAND, FL 33801

DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

CDD DISTRICT

**EXHIBIT 2**  
**OVERALL LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13

TRACTS 21 AND 23 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY PER MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 26 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 709, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 27 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 667, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACTS 28 AND 29 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 695, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.  
TRACTS 12 AND 13 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60 – 63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACTS 12 AND 13 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60 – 63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 14 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

THE SOUTH ½ OF TRACTS 15 AND 16 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGE 60-63 PUBLIC RECORDS OF POLK

COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF SAID PROPERTY CONVEYED TO POLK COUNTY, FLORIDA BY THAT CERTAIN QUIT CLAIM DEED AS RECORDED IN O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE NORTH ½ OF TRACTS 15 AND 16 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF SAID PROPERTY CONVEYED TO POLK COUNTY, FLORIDA BY THAT CERTAIN QUIT CLAIM DEED AS RECORDED IN O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 13, 14, 15, 16, 17, 18, 19, 31, AND 32, IN THE SOUTHWEST ¼ OF SECTION 04, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT COMPANY TRACT" ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 03, PAGES 60 -- 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF THE PROPERTY DESCRIBED IN THE EMINENT DOMAIN PROCEEDINGS EVIDENCED BY THE ORDER OF TAKING RECORDED IN O.R. BOOK 139, PAGE 596, AND THE FINAL JUDGEMENT RECORDED IN O.R. BOOK 275, PAGE 369 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH THE 15.00 FOOT WIDE PLATTED RIGHT-OF-WAY COINCIDENT WITH THE SOUTH LINE OF SAID TRACTS 13, 14, 15, AND 16, AND COINCIDENT WITH THE NORTH LINE OF SAID TRACTS 17, 18, AND 19.

ALL, ALSO BEING DESCRIBED AS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE

NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS 28.58 ACRES, MORE OR LESS.

AND

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS: 24.17 ACRES, MORE OR LESS.

AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS: 44.47 ACRES, MORE OR LESS

## **LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 1, 2, 3, 4, 5 AND 6

TRACTS 21 AND 23 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY PER MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 26 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 709, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 27 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 667, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACTS 28 AND 29 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 695, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**ALL, ALSO BEING DESCRIBED AS:**

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 695, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS 28.58 ACRES, MORE OR LESS.



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

OFFICE: (863) 840-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0018

1925 BARTOW ROAD  
LAKELAND, FL 33801

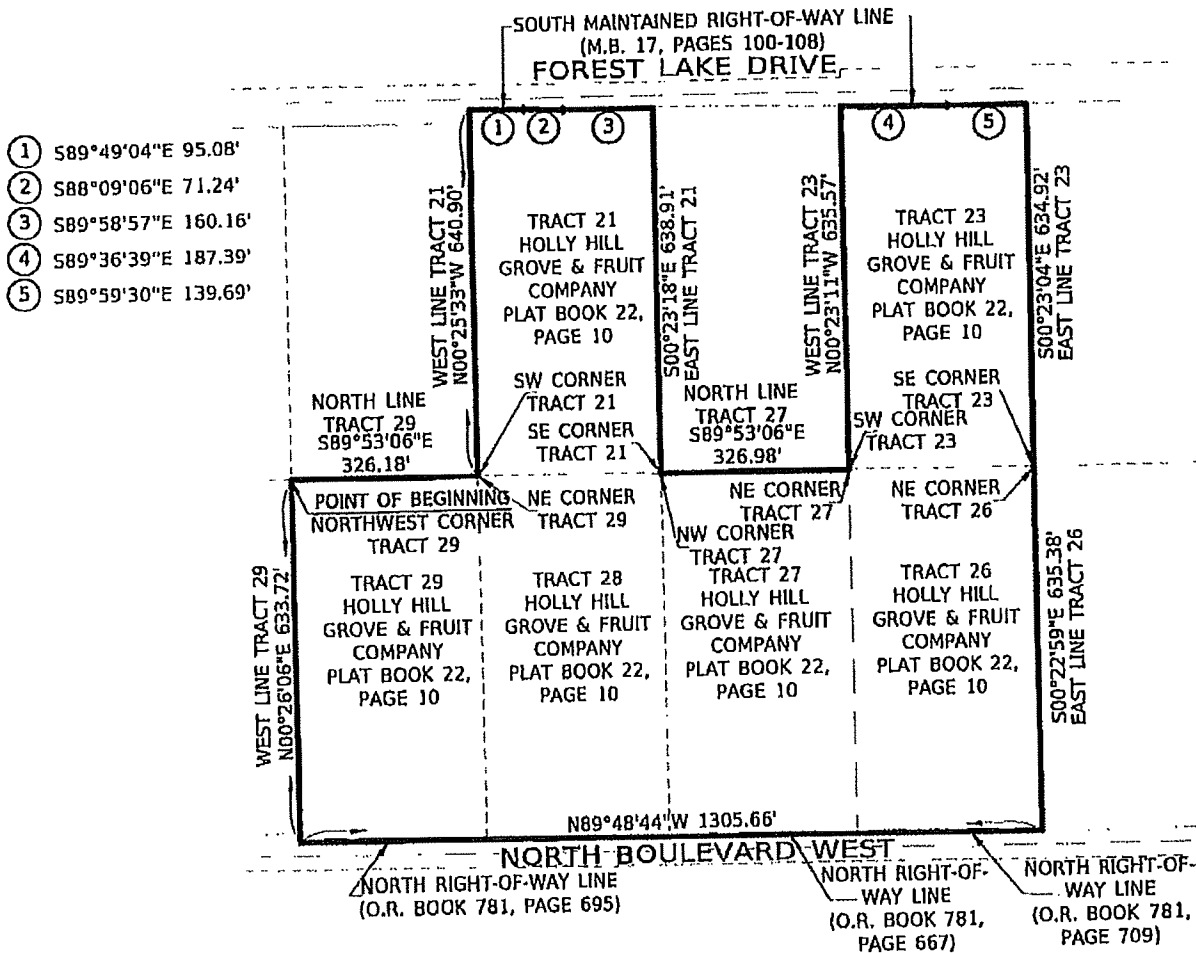
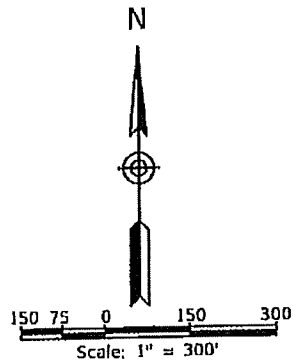
HOLLY HILL ROAD EAST -  
COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 1, 2, 3, 4, 5 AND 6

## **LEGAL DESCRIPTION**

(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES PAGE 1 OF 2





**Dennis Wood Engineering LLC**

OFFICE (888) 840-2040  
FAX (888) 840-2044  
CELL (888) 882-0018

1925 BARTOW ROAD  
LAKELAND, FL. 33801

DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

HOLLY HILL ROAD EAST -  
COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 1, 2, 3, 4, 5 AND 6  
**SKETCH TO ACCOMPANY LEGAL  
DESCRIPTION**  
(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES

### **LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 7, 8, 9, & 10

TRACTS 12 AND 13 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60 - 63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 14 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

THE SOUTH ½ OF TRACTS 15 AND 16 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGE 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THAT PORTION OF SAID PROPERTY CONVEYED TO POLK COUNTY, FLORIDA BY THAT CERTAIN QUIT CLAIM DEED AS RECORDED IN O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

THE NORTH ½ OF TRACTS 15 AND 16 IN THE SOUTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THAT PORTION OF SAID PROPERTY CONVEYED TO POLK COUNTY, FLORIDA BY THAT CERTAIN QUIT CLAIM DEED AS RECORDED IN O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

#### **ALL, ALSO BEING DESCRIBED AS**

**BEGIN** AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIBED CONTAINS:** 24.17 ACRES, MORE OR LESS.



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

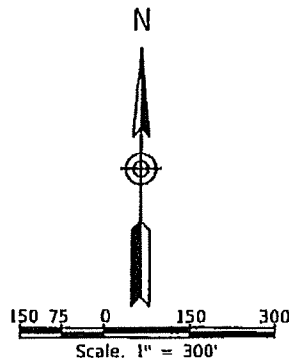
OFFICE: (883) 940-2040  
FAX: (883) 940-2044  
CELL: (883) 662-0018

1925 BARTOW ROAD  
LAKELAND, FL 33801

### **HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT PARCELS 7, 8, 9 AND 10 LEGAL DESCRIPTION**

(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES

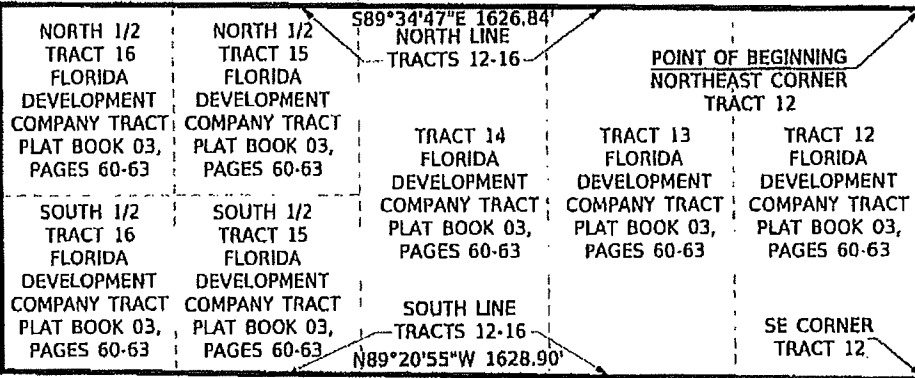


EAST RIGHT-OF-WAY LINE  
(O.R. BOOK 781, PAGE 715)

N00°29'26"W 643.68'

HOLLY HILL ROAD

EAST RIGHT-OF-WAY LINE  
(O.R. BOOK 781, PAGE 713)



S00°39'44"E 650.29'  
EAST LINE TRACT 12



OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 682-0018  
1925 BARTOW ROAD  
LAKELAND, FL 33801

DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

# HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT PARCELS 7, 8, 9 AND 10 SKETCH TO ACCOMPANY LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES



## **LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 11, 12, & 13

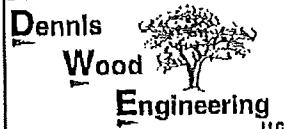
TRACTS 13, 14, 15, 16, 17, 18, 19, 31, AND 32, IN THE SOUTHWEST ¼ OF SECTION 04, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT COMPANY TRACT" ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 03, PAGES 60 – 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF THE PROPERTY DESCRIBED IN THE EMINENT DOMAIN PROCEEDINGS EVIDENCED BY THE ORDER OF TAKING RECORDED IN O.R. BOOK 139, PAGE 596, AND THE FINAL JUDGEMENT RECORDED IN O.R. BOOK 275, PAGE 369 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH THE 15.00 FOOT WIDE PLATTED RIGHT-OF-WAY COINCIDENT WITH THE SOUTH LINE OF SAID TRACTS 13, 14, 15, AND 16, AND COINCIDENT WITH THE NORTH LINE OF SAID TRACTS 17, 18, AND 19.

### **ALSO BEING DESCRIBED AS**

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 32 AND 17 AND THE NORTHERLY PROJECTION OF TRACT 17 THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS: 44.47 ACRES, MORE OR LESS



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0018

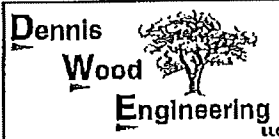
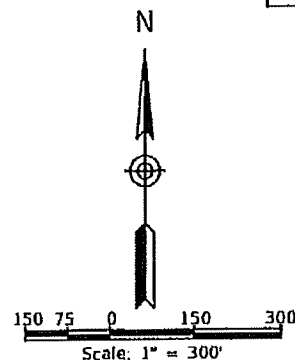
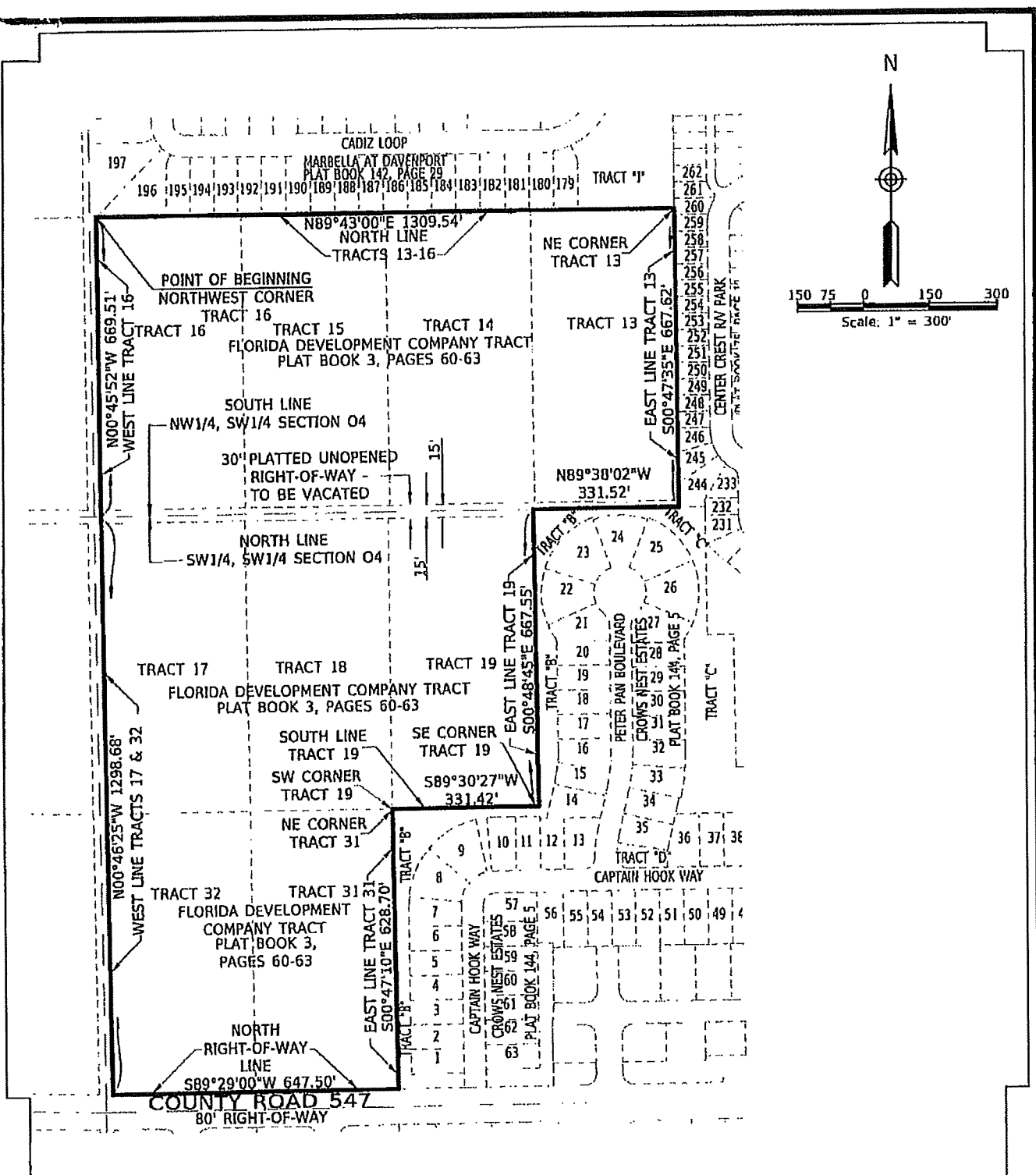
1925 BARTOW ROAD  
LAKELAND, FL 33801

HOLLY HILL ROAD EAST -  
COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 11, 12 & 13

## **LEGAL DESCRIPTION**

(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES



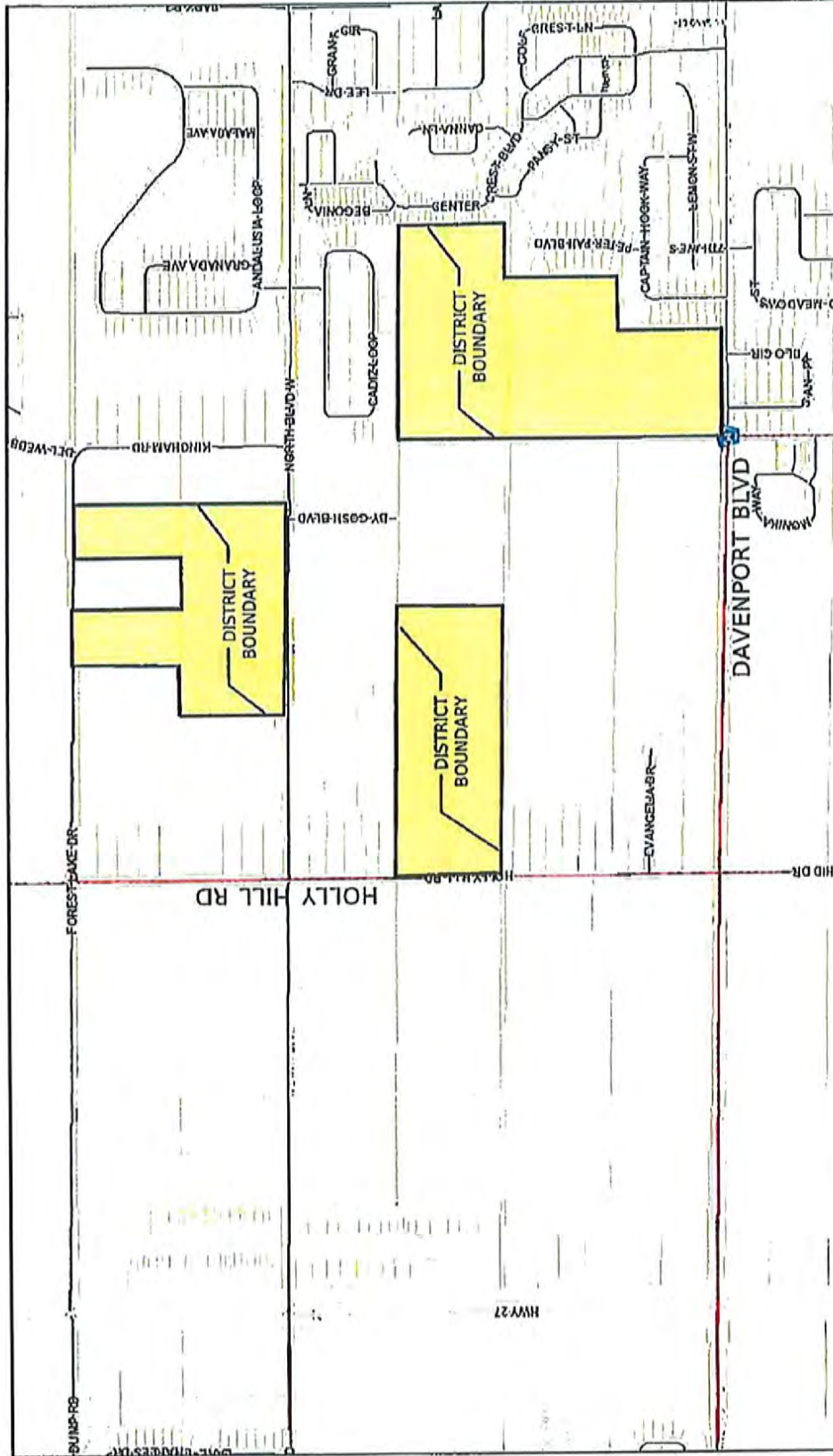
OFFICE (800) 940-2040  
 FAX (800) 940-2044  
 CELL (800) 940-0011

1925 BARTOW ROAD  
 LAKELAND, FL 33801

DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

# HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT PARCELS 11, 12 & 13 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

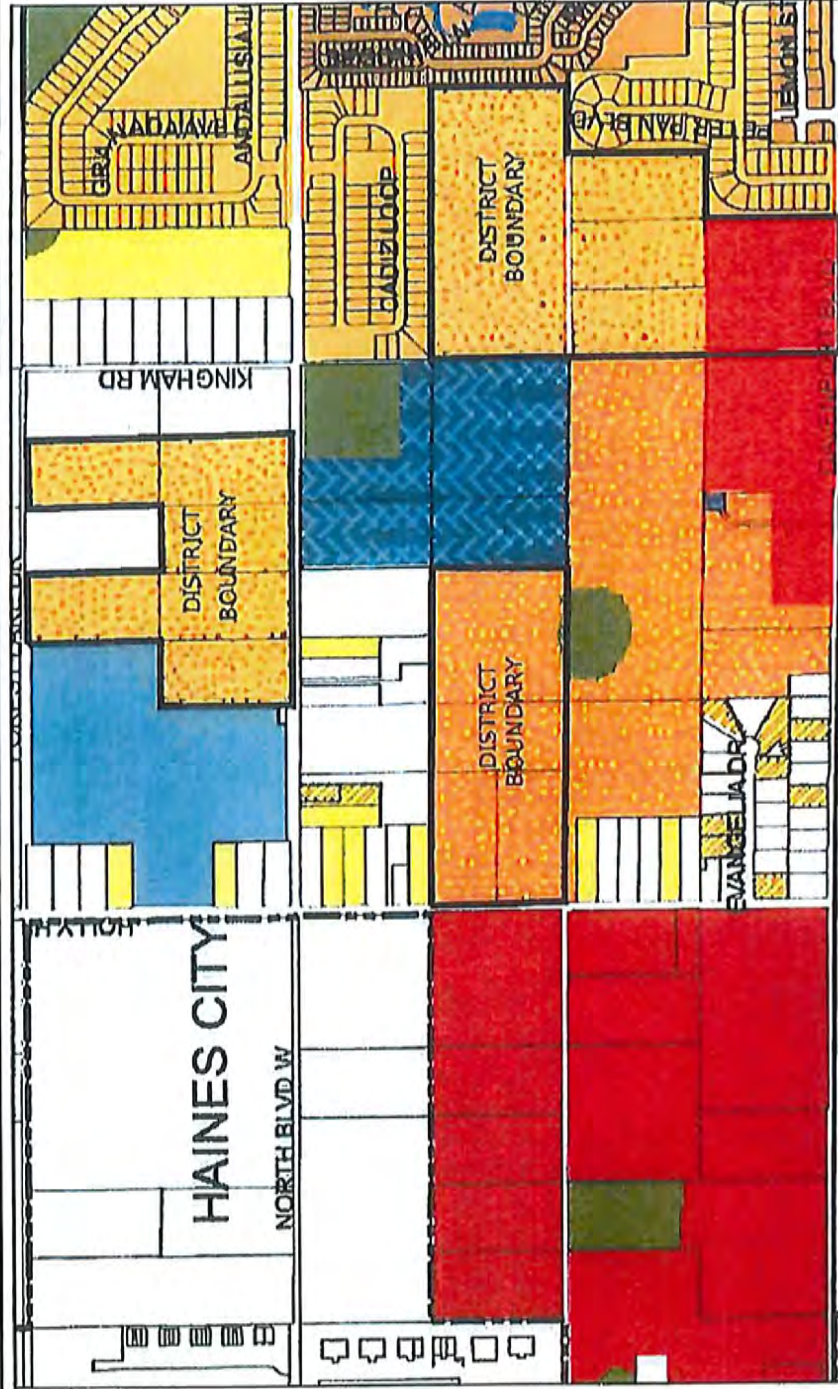
(NOT A SURVEY)  
 EXHIBIT A CONSISTS OF TWO (2) PAGES,  
 AND IS NOT COMPLETE WITHOUT BOTH PAGES



# EXHIBIT 3 HOLLY HILL ROAD EAST CDD DISTRICT BOUNDARY MAP


**Dennis Wood Engineering**  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com





N  
NO  
SCALE

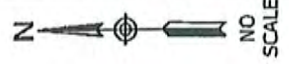
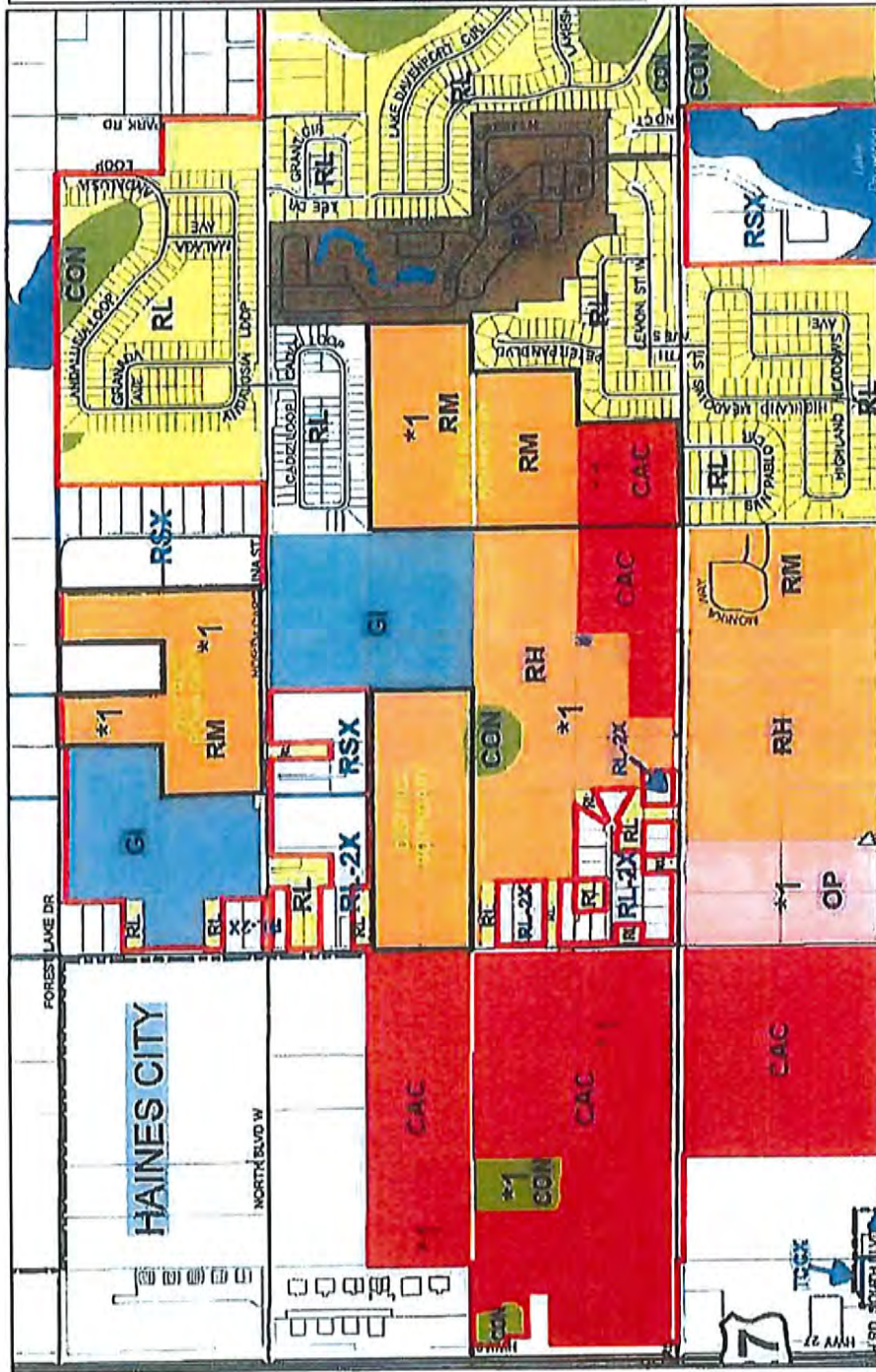
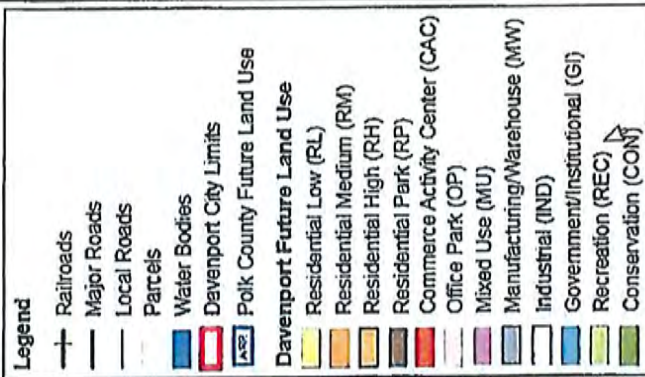
Davenport Zoning	
AG Agriculture	O-1 Office
TN-1 Traditional Neighborhood	O-2 Office Parks
TN-2 Traditional Neighborhood	OSD Downtown Business District
RE-1 Residential Estate	MIL-1 Mixed-Use
RE-2 Residential Estate	C-1 Commercial
R-1 Residential	C-2 Commercial
R-2 Residential	C-3 Commercial
R-3 Residential	C-4 Commercial
R-4 Residential	I-1 Manufacturing/Warehousing
MF-1 Multi-Family	I-2 Industrial
MF-2 Multi-Family	PH-1 Public or Institutional
MF-3 Multi-Family	PH-2 Public or Institutional
MF-4 Multi-Family	PH-3 Public or Institutional
MH-1 Manufactured Homes (Subdivisions)	PH-4 Public or Institutional
MH-2 Manufactured Homes (Parks)	CN Conservation District

# EXHIBIT 4 HOLLY HILL ROAD EAST CDD EXISTING LAND USE MAP CITY OF DAVENPORT

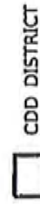
CDD DISTRICT

**Dennis Wood Engineering LLC**  
 OFFICE (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 1925 BARTOW ROAD  
 LAKE LAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com



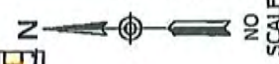
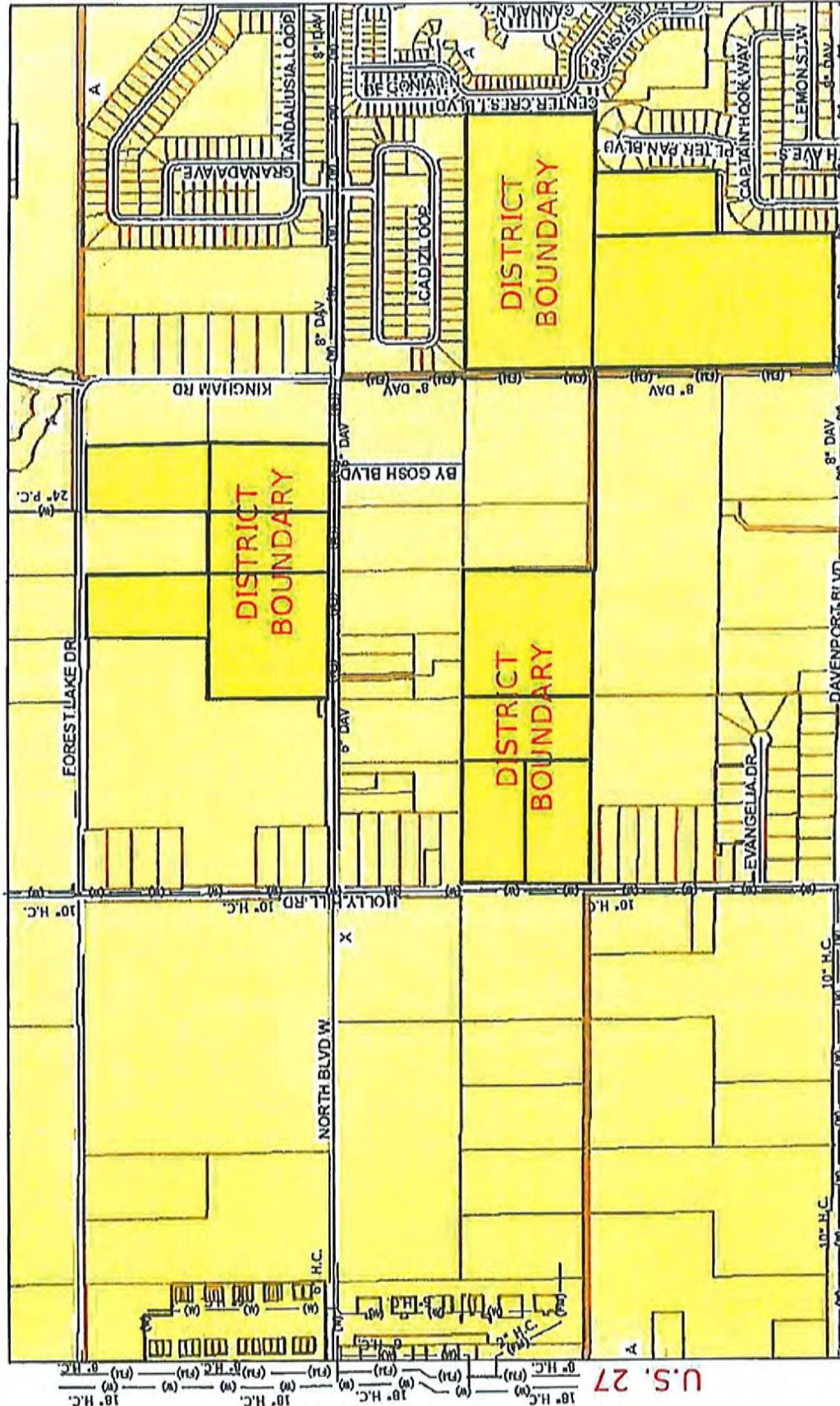


**EXHIBIT 5**  
**HOLLY HILL ROAD EAST CDD**  
**2030 FUTURE LAND USE**  
**CITY OF DAVENPORT**



**Dennis Wood Engineering LLC**  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com





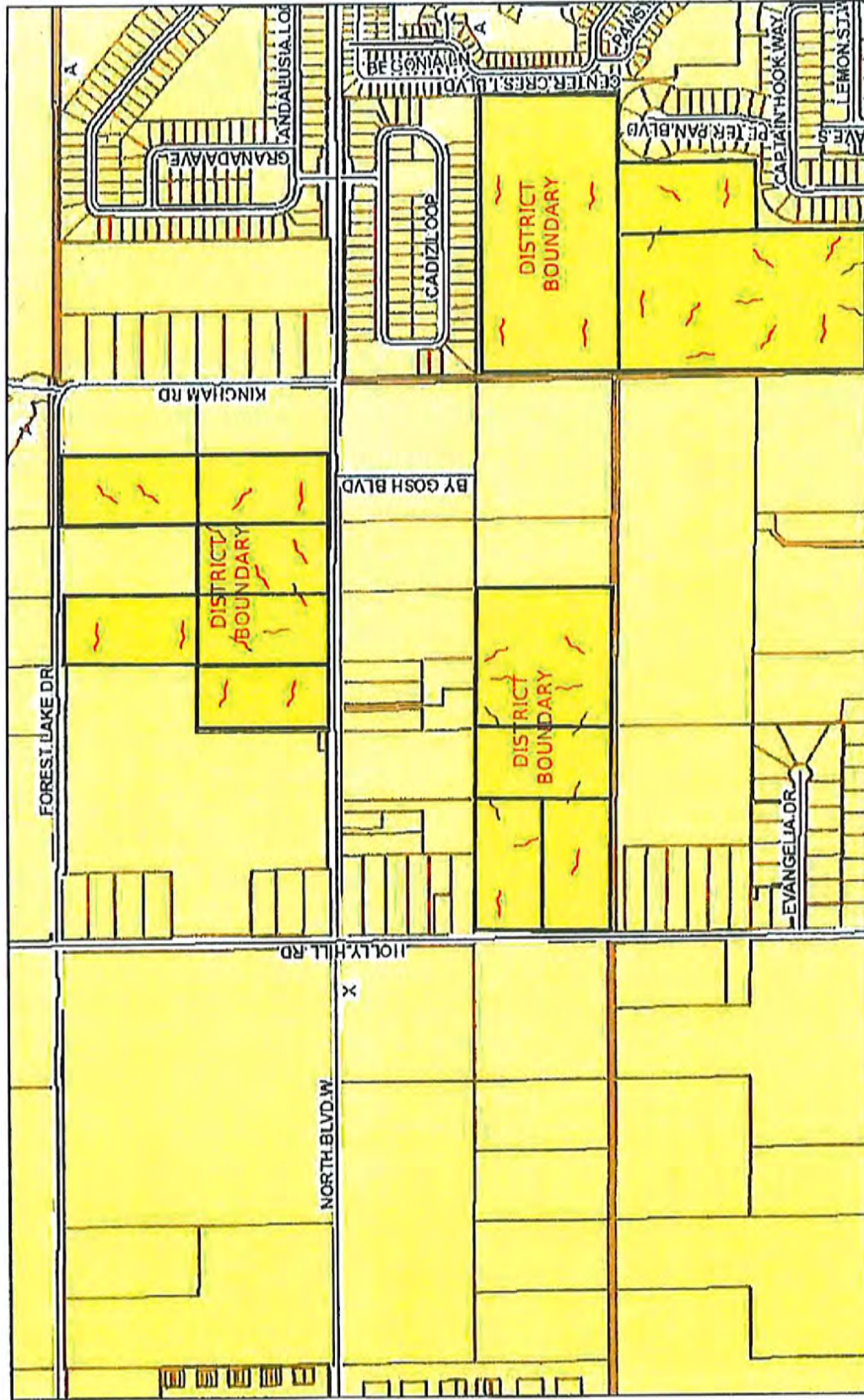
# COMPOSITE EXHIBIT 6 HOLLY HILL ROAD EAST CDD WATER & FORCE MAINS

- LEGEND**
- CDD DISTRICT
  - (W) — EXISTING WATER MAIN AS NOTED
  - (FM) — EXISTING FORCE MAIN AS NOTED
  - H.C. - HAINES CITY
  - DAY - DAVENPORT
  - P.C. - POLK COUNTY

**Dennis Wood Engineering LLC**  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

U.S. 27





N  
NO  
SCALE

# COMPOSITE EXHIBIT 6 HOLLY HILL RD EAST CDD DRAINAGE FLOW PATTERN MAP

LEGEND  
 FLOW DIRECTION  
 CDD DISTRICT

**Dennis Wood Engineering LLC**  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

**Exhibit 7**  
**Holly Hill Road East Community Development District**  
**Summary of Probable Cost**

<u>Infrastructure</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Total</u>
Offsite Improvements <sup>(1)(5)(7)</sup>	\$ 120,000.00	\$ 150,000.00	\$ 270,000.00
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$2,427,600.00	\$2,368,100.00	\$ 4,795,700.00
Utilities (Water, Sewer, & Street Lighting) <sup>(1) (5)(7) (9)</sup>	\$1,142,400.00	\$1,114,400.00	\$ 2,256,800.00
Roadway <sup>(1)(4)(5)(7)</sup>	\$ 882,300.00	\$ 860,675.00	\$ 1,742,975.00
Entry Feature <sup>(1)(7)(8)</sup>	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
Parks and Amenities <sup>(1)(7)</sup>	\$ 404,963.00	\$ 395,037.00	\$ 800,000.00
Contingency	\$ 200,000.00	\$ 250,000.00	\$ 450,000.00
<b>TOTAL</b>	<b>\$5,277,263.00</b>	<b>\$5,238,212.00</b>	<b>\$10,515,475.00</b>

**Notes:**

1. Infrastructure consists of roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2016 cost.
8. Includes entry features, signage, hardscape, landscape, Irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service.
10. Estimates based on 403 lots.



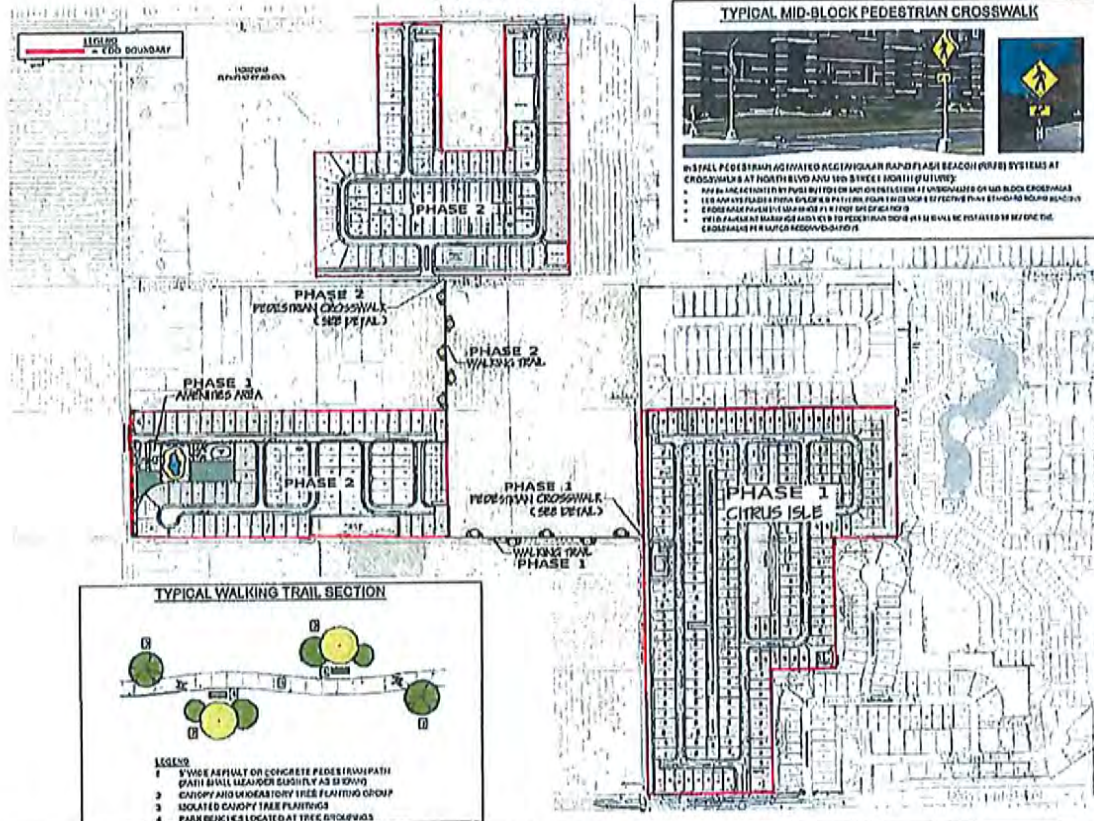
**Exhibit 8**  
**Holly Hill Road East Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport	District Bonds	City of Davenport
Street Lighting/Conduit	District	District	District Bonds	District
Road Construction	District	District	District Bonds	District

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

# HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT CITY OF DAVENPORT

EXHIBIT 9



PROJECT NAME	HOLLY HILL ROAD EAST
PROJECT LOCATION	EDD
PROJECT OWNER	CITY OF DAVENPORT
PROJECT NUMBER	2018-001
PROJECT DATE	2018-01-01
PROJECT STATUS	PLANNING
PROJECT DESCRIPTION	PEDESTRIAN CROSSWALKS AND WALKING TRAILS
PROJECT SCOPE	PEDESTRIAN CROSSWALKS AND WALKING TRAILS
PROJECT BUDGET	\$1,000,000
PROJECT FUNDING	GENERAL FUND
PROJECT CONTACT	JOHN DOE
PROJECT PHONE	(813) 123-4567
PROJECT EMAIL	john.doe@cityofdavenport.com
PROJECT WEBSITE	www.cityofdavenport.com
PROJECT SOCIAL MEDIA	Facebook, Twitter, Instagram
PROJECT DOCUMENTS	Site Plan, Engineering Report, Environmental Impact Statement
PROJECT APPROVALS	City Council, Planning Commission, Engineering Department
PROJECT SCHEDULE	2018-2020
PROJECT RISK	Low
PROJECT IMPACT	Positive
PROJECT BENEFITS	Improved Pedestrian Safety, Increased Walkability, Enhanced Community Health
PROJECT CHALLENGES	Weather, Funding, Public Opposition
PROJECT SOLUTIONS	Weather-Resistant Materials, Public Outreach, Community Engagement
PROJECT OUTCOMES	Improved Pedestrian Safety, Increased Walkability, Enhanced Community Health
PROJECT LESSONS LEARNED	Public Outreach, Community Engagement, Weather-Resistant Materials
PROJECT NEXT STEPS	Final Design, Construction, Maintenance
PROJECT CONTACT INFORMATION	John Doe, (813) 123-4567, john.doe@cityofdavenport.com
PROJECT APPROVALS	City Council, Planning Commission, Engineering Department
PROJECT SCHEDULE	2018-2020
PROJECT RISK	Low
PROJECT IMPACT	Positive
PROJECT BENEFITS	Improved Pedestrian Safety, Increased Walkability, Enhanced Community Health
PROJECT CHALLENGES	Weather, Funding, Public Opposition
PROJECT SOLUTIONS	Weather-Resistant Materials, Public Outreach, Community Engagement
PROJECT OUTCOMES	Improved Pedestrian Safety, Increased Walkability, Enhanced Community Health
PROJECT LESSONS LEARNED	Public Outreach, Community Engagement, Weather-Resistant Materials
PROJECT NEXT STEPS	Final Design, Construction, Maintenance
PROJECT CONTACT INFORMATION	John Doe, (813) 123-4567, john.doe@cityofdavenport.com

EXHIBIT 9

EXHIBIT B

**FISHKIND**  
& ASSOCIATES

**MASTER ASSESSMENT  
METHODOLOGY REPORT**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**September 20, 2017**

**Prepared for:**

**Members of the Board of Supervisors,  
Holly Hill Road East Community Development District**

**Prepared by:**

**Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817**

---

**MASTER ASSESSMENT METHODOLOGY REPORT  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

**September 20, 2017**

---

**1.0 Introduction**

**1.1 Purpose**

This "Master Assessment Methodology Report," dated September 20, 2017 ("Methodology") provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Holly Hill Road East Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. The Methodology described herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District. The District plans to implement a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

**1.2 Background**

The District includes approximately 97.22 gross acres of property within its boundaries. The District is generally located to the south of Forest Lake Drive and to the east of Holly Hill Road within the City of Davenport, Florida. At build-out, the District is expected to contain approximately 403 single-family lots, landscaping, common and recreation areas, and related

infrastructure. The land use plan for the District is found in Table 1 (all tables are found in the attached Appendix).

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of District infrastructure. However, these are incidental to the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

### **1.4 Requirements of a Valid Assessment Methodology**

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

## **1.5 Special Benefits and General Benefits**

The new infrastructure improvements included in the CIP create both: (1) special benefits to the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the District. The CIP described in the District Engineer's Report enables the District to be developed. Without the CIP, there would be no infrastructure to support development of the District.

There is no doubt that the general public, and property owners outside the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of the District. Lands outside the District do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which developable property in the District receive compared to those lying outside of the boundaries of the District.

Finally, as shown in Table 2, the estimated cost of the CIP is \$10,515,475. The District plans to issue bonds to fund these costs, with total bond principal estimated at \$14,150,000. There are 96.48 assessable acres within the District. Therefore, the average cost per assessable acre in the District is \$146,663 on a financed basis. According to data from the Polk County Property Appraiser ("PA"), the fair market value of the land in the District currently averages \$20,795 per acre. Therefore, as illustrated in the table immediately below, the total cost of the land with the proposed improvements implemented is approximately \$167,457 per acre.

[Table found on the following page.]

### Demonstration of Special Benefit for Properties in the District

<u>Category</u>	<u>Amount</u>
Maximum Bonds Necessary to Fund CIP	\$14,150,000
Assessable Acres within District	96
CIP Financed Cost Per Gross Acre	\$146,663
Value of Unimproved Land/Acre*	<u>\$20,795</u>
<b>Total Cost of Improved Land per Acre</b>	<b>\$167,457</b>
Est. Avg. Value of Finished Home and Lot	\$200,000
Value of Lot @ 25%	\$50,000
Density/Assessable Acre	4.18
<b>Est. Value of Finished Lots/Land per Acre</b>	<b><u>\$208,852</u></b>
<b>Net Benefit per Acre from CDD Improvements</b>	<b>\$41,394</b>

\*Average of the 2017 values of all assessable District land provided by the Polk County Property Appraiser.

Based on the land development plan, and market research by the District's Financial Advisor ("FA"), the estimated average value for a single-family home to be developed in the District is \$200,000. The typical relationship between the total price of a new home and its finished lot is 25%. So, the average home lot in the District is expected to have a retail value of \$50,000.

The land use plan anticipates a gross residential density of 4.18 units per assessable acre. Therefore, the average value per acre for properties developed into residential lots is \$208,852. Thus, the estimated net special benefit to District lands is \$41,394 per acre. In other words, the installation of the CIP will increase the market value of the land within the District in excess of the cost of the assessments.

## 2.0 CIP Plan of Finance

### 2.1 Phased Infrastructure Installation

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Holly Hill Road East Community Development District Engineer's Report for Capital Improvements", dated September 2017 ("Engineer's Report"), as prepared



by Dennis Wood Engineering, LLC ("District Engineer"). As outlined in the Engineer's Report, the District will install the infrastructure necessary to serve the lands within both Phases 1 and 2. Descriptions of these properties are found attached as Exhibits "A" (Phase 1) and "B" (Phase 2). The District infrastructure and improvements for Phase 1 are designed to serve and specially benefit the lands within Phase 1. Similarly, the District infrastructure and improvements for Phase 2 are designed to serve and specially benefit the lands within Phase 2. The estimated costs of the Phase 1 and 2 District infrastructure and improvements (and the estimated costs for the District's entire CIP) are presented in Table 2.

### **2.3 Bond Requirements**

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. The District's first series of bonds is expected to be issued in the 2017 calendar year ("Series 2017 Bonds") and will help fund the costs of the Phase 1 District infrastructure and improvements. The Phase 1 District infrastructure and improvements will be assessed solely to properties located within Phase 1. Similarly, the Phase 2 District infrastructure and improvements will be assessed solely to properties located within Phase 2. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include but are not limited to acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs.

An estimate of the initial bond issuances required to fund the Phase 1 and 2 District infrastructure and improvements is found in Table 3. As bonds are issued by the District over time, Fishkind will issue supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond debt service assessments for properties that have been assessed to secure each bond issuance.

### **3.0 Assessment Methodology**

#### **3.1 Assessment Foundation**

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of each phase of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each single-family lot.

#### **3.2 Allocation of Specific Assessments**

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The maximum amount of bonds required to fund the Phase 1 and 2 infrastructure costs has been calculated and is shown in Table 3. The bonds principal and related annual debt service assessments assigned to Phase 1 and 2 will then be equally divided among the number of lots planned for each phase. The resulting bonds principal and related annual debt service assessments for Phase 1 and 2, and each lot planned for each of these phases, are shown in Table 4. Table 4 becomes important as the land within a phase is platted, as

specific bond debt service assessments will be assigned to the individual Development Units within the relevant phases at this time.

### **3.3 Assignment of Specific Assessments**

Assessments securing bonds issued to fund Phase 1 properties will initially be assigned to Phase 1 properties on an equal per-acre basis. Similarly, assessments securing bonds issued to fund Phase 2 properties will initially be assigned to Phase 2 properties on an equal per-acre basis. The assessments for each phase will then be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a "Development Unit"). The specific bond debt assessment that is assigned to platted Development Units will be detailed in one or more future supplemental assessment reports, in accordance with the principles and allocations set forth in this Methodology.

### **3.4 True-Up Mechanism**

In order to ensure that the District's bond debt will not build up on the unplatted land within each phase, the District shall periodically apply a "true-up" test. Initially, District bond debt shall be allocated to each phase as outlined in Table 3. This bonds debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within each phase. As property is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to phase. For example, as outlined in Table 3, it is estimated that \$7,115,000 in bonds principal will be allocated to Phase 1 at the time of issuance. This \$7,115,000 in bonds principal is expected to be allocated equally to the 204 lots planned for Phase 1 at the time Phase 1 is platted. However, should it happen at the time of platting that only 203 lots have been identified in the plat, the owner of Phase 1 at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within such phase. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the

District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phases 1 and 2 are found in the table below.

#### Initial True-Up Thresholds

<u>Category</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Ph. 1 Developed Acres	21.8	32.7	39.3	43.7
Ph. 1 Undev. Acres	21.8	10.9	4.4	0.0
Debt per Undev. Ph. 1 Acre	\$162,964	\$162,964	\$162,964	\$162,964
Ph. 2 Developed Acres	26.4	39.6	47.5	52.8
Ph. 2 Undev. Acres	26.4	13.2	5.3	0.0
Debt per Undev. Ph. 2 Acre	\$133,188	\$133,188	\$133,188	\$133,188

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

#### 4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a

Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

## 5.0 Bond Assessment Roll

The table below outlines the maximum bond principal assessment per developable acre for the lands within Phase 1 and 2.

**Bond Assessment Roll**

<u>Phase</u>	<u>Parcel ID</u>	<u>Acres</u>	<u>Max Bond Principal</u>	<u>Max Bond Annual (1)</u>
1	272704722000040130	19.64	\$3,200,609	\$263,542
1	272704722000040170	19.06	\$3,106,090	\$255,760
1	272704722000040190	<u>4.96</u>	<u>\$808,301</u>	<u>\$66,557</u>
	<b>Subtotal, Phase 1</b>	<b><u>43.66</u></b>	<b><u>\$7,115,000</u></b>	<b><u>\$585,859</u></b>
2	272705725500010210	4.80	\$639,303	\$52,641
2	272705725500010230	4.80	\$639,303	\$52,641
2	272705725500010290	4.75	\$632,644	\$52,093
2	272705725500010280	4.75	\$632,644	\$52,093
2	272705725500010270	4.77	\$635,308	\$52,312
2	272705725500010260	4.77	\$635,308	\$52,312
2	272705726000020153	4.82	\$641,967	\$52,860
2	272705726000020151	4.60	\$612,666	\$50,448
2	272705726000020140	4.91	\$653,954	\$53,847
2	272705726000020120	<u>9.85</u>	<u>\$1,311,904</u>	<u>\$108,024</u>
	<b>Subtotal, Phase 2</b>	<b><u>52.82</u></b>	<b><u>\$7,035,000</u></b>	<b><u>\$579,271</u></b>
	<b>Grand Totals</b>	<b>96.48</b>	<b>\$14,150,000</b>	<b>\$1,165,130</b>

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PHASE I**

---

## **LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 11, 12, & 13

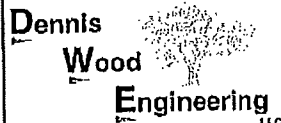
TRACTS 13, 14, 15, 16, 17, 18, 19, 31, AND 32, IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 04, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT COMPANY TRACT" ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 03, PAGES 60 - 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF THE PROPERTY DESCRIBED IN THE EMINENT DOMAIN PROCEEDINGS EVIDENCED BY THE ORDER OF TAKING RECORDED IN O.R. BOOK 139, PAGE 596, AND THE FINAL JUDGEMENT RECORDED IN O.R. BOOK 275, PAGE 369 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH THE 15.00 FOOT WIDE PLATTED RIGHT-OF-WAY COINCIDENT WITH THE SOUTH LINE OF SAID TRACTS 13, 14, 15, AND 16, AND COINCIDENT WITH THE NORTH LINE OF SAID TRACTS 17, 18, AND 19.

### **ALSO BEING DESCRIBED AS**

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 32 AND 17 AND THE NORTHERLY PROJECTION OF TRACT 17 THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS: 44.47 ACRES, MORE OR LESS



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0018

1925 BARTOW ROAD  
LAKE LAND, FL 33801

HOLLY HILL ROAD EAST -  
COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 11, 12 & 13

## **LEGAL DESCRIPTION**

(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF PHASE II**

---



## **LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 1, 2, 3, 4, 5 AND 6

TRACTS 21 AND 23 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY PER MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 26 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 709, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 27 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 667, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACTS 28 AND 29 IN THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "HOLLY HILL GROVE AND FRUIT COMPANY", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 695, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**ALL, ALSO BEING DESCRIBED AS:**

**BEGIN** AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE NORTH RIGHT-OF-WAY PER O.R. BOOK 781, PAGE 667, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIBED CONTAINS 28.58 ACRES, MORE OR LESS.**



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0018

1925 BARTOW ROAD  
LAKELAND, FL 33801

HOLLY HILL ROAD EAST -  
COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 1, 2, 3, 4, 5 AND 6  
**LEGAL DESCRIPTION**

(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES PAGE 1 OF 2

### **LEGAL DESCRIPTION**

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 7, 8, 9, & 10

TRACTS 12 AND 13 IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60 - 63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 14 IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

THE SOUTH  $\frac{1}{4}$  OF TRACTS 15 AND 16 IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGE 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THAT PORTION OF SAID PROPERTY CONVEYED TO POLK COUNTY, FLORIDA BY THAT CERTAIN QUIT CLAIM DEED AS RECORDED IN O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

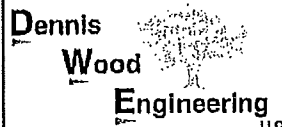
**AND**

THE NORTH  $\frac{1}{4}$  OF TRACTS 15 AND 16 IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF "FLORIDA DEVELOPMENT COMPANY TRACT," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGES 60-63 PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THAT PORTION OF SAID PROPERTY CONVEYED TO POLK COUNTY, FLORIDA BY THAT CERTAIN QUIT CLAIM DEED AS RECORDED IN O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**ALL, ALSO BEING DESCRIBED AS**

**BEGIN** AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIBED CONTAINS:** 24.17 ACRES, MORE OR LESS.



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 682-0018

1925 BARTOW ROAD  
LAKELAND, FL 33801

HOLLY HILL ROAD EAST -  
COMMUNITY DEVELOPMENT DISTRICT  
PARCELS 7, 8, 9 AND 10  
**LEGAL DESCRIPTION**

(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,  
AND IS NOT COMPLETE WITHOUT BOTH PAGES

## APPENDIX TABLES





APPENDIX TABLE 3  
HOLLY HILL ROAD EAST CDD  
**ESTIMATED BONDS DETAILS**  
MASTER ASSESSMENT METHODOLOGY REPORT

<u>Bond Fund</u>	<u>Phase 1 Bonds</u> <u>Value (1)</u>	<u>Phase 2 Bonds</u> <u>Value (1)</u>	<u>Total Bonds (all</u> <u>Phases) Value (1)</u>
<b>Construction/Acquisition Fund</b>			
Debt Service Reserve	\$5,277,263	\$5,238,212	\$10,515,475
Capitalized Interest	\$544,849	\$538,722	\$1,083,571
Costs of Issuance (Including Underwriter's Fee)	\$924,950	\$914,550	\$1,839,500
Contingency	\$367,300	\$340,700	\$708,000
	<u>\$639</u>	<u>\$2,815</u>	<u>\$3,454</u>
<b>Total Bonds Principal</b>	<b>\$7,115,000</b>	<b>\$7,035,000</b>	<b>\$14,150,000</b>
<u><b>Bonds Details</b></u>			
Average Annual Interest Rate:	6.50%	6.50%	
Term (Years):	30	30	
Capitalized Interest (Months):	24	24	
Net Annual Debt Service:	\$544,849	\$538,722	
Gross Annual Debt Service (2):	\$585,859	\$579,271	

(1) The values shown are estimated and subject to change.

(2) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.

APPENDIX TABLE 4  
HOLLY HILL ROAD EAST CDD  
**MAXIMUM BONDS ASSESSMENTS**  
MASTER ASSESSMENT METHODOLOGY REPORT

<u>Phase</u>	<u>Planned Lots/ERUs</u>	<u>Bonds Max</u>	
		<u>Principal Assmt./</u>	<u>Unit</u>
Phase 1	204		\$34,877
Phase 2	199		\$35,352
Total, all Phases	403		

<u>Phase</u>	<u>Planned Lots/ERUs</u>	<u>Bonds Max Net</u>		<u>Bonds Max Gross</u>		<u>Bonds Max</u>	
		<u>Annual Assmt./</u>	<u>Category</u>	<u>Annual Assmt./</u>	<u>Category (1)</u>	<u>Annual Assmt./</u>	<u>Gross Annual Assmt./ Unit (1)</u>
Phase 1	204		\$544,849		\$585,859		\$2,872
Phase 2	199		\$538,722		\$579,271		\$2,911
Total, all Phases	403		\$1,083,571		\$1,165,130		

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.

**FISHKIND**  
& ASSOCIATES

**SUPPLEMENTAL  
ASSESSMENT  
METHODOLOGY REPORT**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**October 19, 2017**

**Prepared for:**

**Members of the Board of Supervisors,  
Holly Hill Road East Community Development District**

**Prepared by:**

**Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817**



---

**SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

**October 19, 2017**

---

**1.0 Introduction**

**1.1 Purpose**

This "Supplemental Assessment Methodology Report," dated October 19, 2017 ("Supplemental Report") operates pursuant to the provisions of the "Master Assessment Methodology Report," dated September 20, 2017 ("Methodology"). The Methodology provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Holly Hill Road East Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Supplemental Report applies the Methodology to the details of the District's planned Special Assessment Revenue Bonds, Series 2017 ("Series 2017 Bonds").

The Methodology applied herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District. The District plans to implement a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt, including the Series 2017 Bonds, will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

## **1.2 Background**

The District includes approximately 97.22 gross acres of property within its boundaries. The District is generally located to the south of Forest Lake Drive and to the east of Holly Hill Road within the City of Davenport, Florida. At build-out, the District is expected to contain approximately 403 single-family lots, landscaping, common and recreation areas, and related infrastructure. The land use plan for the District is found in Table 1 (all tables are found in the attached Appendix).

## **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of District infrastructure. However, these are incidental to the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

## **1.4 Requirements of a Valid Assessment Methodology**

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

### **1.5 Special Benefits and General Benefits**

The new infrastructure improvements included in the CIP create both: (1) special benefits to the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the District. The CIP described in the District Engineer's Report enables the District to be developed. Without the CIP, there would be no infrastructure to support development of the District.

There is no doubt that the general public, and property owners outside the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of the District. Lands outside the District do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which developable property in the District receive compared to those lying outside of the boundaries of the District.

Finally, as shown in the Methodology, the estimated cost of the CIP totals \$10,515,475. The District plans to issue bonds to fund these costs, with total District bond principal estimated at a maximum of \$14,150,000. There are 96.48 assessable acres within the District. Therefore, the average cost per assessable acre in the District is \$146,663 on a financed basis. According to data from the Polk County Property Appraiser ("PA"), the fair market value of the land in the District currently averages \$20,795 per acre. Therefore, as illustrated in the table immediately below, the total cost of the land with the proposed improvements implemented is estimated at approximately \$167,457 per acre.

### **Demonstration of Special Benefit for Properties in the District**

<b><u>Category</u></b>	<b><u>Amount</u></b>
Maximum Bonds Necessary to Fund CIP	\$14,150,000
Assessable Acres within District	96
CIP Financed Cost Per Gross Acre	\$146,663
Value of Unimproved Land/Acre*	<u>\$20,795</u>
<b>Total Cost of Improved Land per Acre</b>	<b>\$167,457</b>
Est. Avg. Value of Finished Home and Lot	\$200,000
Value of Lot @ 25%	\$50,000
Density/Assessable Acre	4.18
<b>Est. Value of Finished Lots/Land per Acre</b>	<b><u>\$208,852</u></b>
<b>Net Benefit per Acre from CDD Improvements</b>	<b><u>\$41,394</u></b>

\*Average of the 2017 values of all assessable District land provided by the Polk County Property Appraiser.

Based on the land development plan, and market research by the District's Financial Advisor ("FA"), the estimated average value for a single-family home to be developed in the District is \$200,000. The typical relationship between the total price of a new home and its finished lot is 25%. So, the average home lot in the District is expected to have a retail value of \$50,000.

The land use plan anticipates a gross residential density of 4.18 units per assessable acre. Therefore, the average value per acre for properties developed into residential lots is \$208,852. Thus, the estimated net special benefit to District lands averages \$41,394 per acre. In other words, the installation of the CIP will increase the market value of the land within the District in excess of the cost of the assessments.

## **2.0 CIP Plan of Finance**

### **2.1 Phased Infrastructure Installation**

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Holly Hill Road East Community Development District Engineer's Report for Capital Improvements", dated September 2017 ("Engineer's Report"), as prepared

by Dennis Wood Engineering, LLC ("District Engineer"). As outlined in the Engineer's Report, the District will install the infrastructure necessary to serve the lands within both Phases 1 and 2. The District infrastructure and improvements for Phase 1 are designed to serve and specially benefit the lands within Phase 1. Similarly, the District infrastructure and improvements for Phase 2 are designed to serve and specially benefit the lands within Phase 2. The estimated costs of the Phase 1 and 2 District infrastructure and improvements (and the estimated costs for the District's entire CIP) are presented in Table 2.

### **2.3 Bond Requirements**

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. The District's first bond issuance, the Series 2017 Bonds, will help fund the costs of the Phase 1 District infrastructure and improvements. The Phase 1 District infrastructure and improvements will be assessed solely to properties located within Phase 1. Similarly, the Phase 2 District infrastructure and improvements will be assessed solely to properties located within Phase 2. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include but are not limited to acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs. The sizing of the Series 2017 Bonds issuance required to fund the Phase 1 District infrastructure and improvements is found in Table 3.

## **3.0 Assessment Methodology**

### **3.1 Assessment Foundation**

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of each phase of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting

properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each single-family lot.

### **3.2 Allocation of Specific Assessments**

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The Series 2017 Bonds issuance required to fund the Phase 1 Infrastructure costs has been calculated and is shown in Table 3. The bonds principal and related annual debt service assessments assigned to Phase 1 will then be equally divided among the number of lots platted within Phase 1, with these assessments shown in Table 4. Table 4 becomes important as the land within a phase is platted, as specific bond debt service assessments will be assigned to the individual Development Units within the relevant phases at this time.

### **3.3 Assignment of Specific Assessments**

Assessments securing bonds issued to fund Phase 1 properties will initially be assigned to Phase 1 properties on an equal per-acre basis. The Series 2017 Bond assessments for this phase will then be equally divided among the lots within such phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted.

### **3.4 True-Up Mechanism**

In order to ensure that the District's bond debt will not build up on the unplatted land within each phase, the District shall periodically apply a "true-up" test. Initially, the Series 2017 Bonds assessments shall be allocated Phase 1. This bonds debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within Phase 1. As property within Phase 1 is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to phase. For example, as outlined in Table 3, it is estimated that \$4,160,000 in bonds principal will be allocated to Phase 1 at the time of issuance. This \$4,160,000 in bonds principal is expected to be allocated equally to the 204 lots planned for Phase 1 at the time Phase 1 is platted. However, should it happen at the time of platting that only 203 lots have been identified in the plat, the owner of Phase 1 at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within such phase. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phases 1 are found in the table below.

#### **Series 2017 Bonds True-Up Thresholds**

<b><u>Category</u></b>	<b><u>50%</u></b>	<b><u>75%</u></b>	<b><u>90%</u></b>	<b><u>100%</u></b>
Ph. 1 Developed Acres	21.8	32.7	39.3	43.7
Ph. 1 Undev. Acres	21.8	10.9	4.4	0.0
Debt per Undev. Ph. 1 Acre	\$95,282	\$95,282	\$95,282	\$95,282

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated

an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

#### 4.0 Series 2017 Bonds Assessment Roll

The table below outlines the Series 2017 Bonds assessments per developable acre for the lands within Phase 1. As this property is platted, assessments will be refined as outlined in Section 3.2, above.

**Series 2017 Bonds Assessment Roll**

<u>Phase</u>	<u>Parcel ID</u>	<u>Acres</u>	<u>Bond Principal</u>	<u>Bond Annual (1)</u>
1	272704722000040130	19.64	\$1,871,333	\$127,967
1	272704722000040170	19.06	\$1,816,070	\$124,188
1	272704722000040190	4.96	\$472,597	\$32,318
<b>Totals</b>		<b>43.66</b>	<b>\$4,160,000</b>	<b>\$284,472</b>

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.



## APPENDIX TABLES

<b>APPENDIX TABLE 1</b> <b>HOLLY HILL ROAD EAST CDD</b> <b>PHASE 1 LAND USE PLAN</b> <b>SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT</b>
---

<u>Description</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>	<u>Number of Planned Single-Family Lots</u>
Phase 1	2017	2018	204

1134.020619

<b>APPENDIX TABLE 2</b> <b>HOLLY HILL ROAD EAST CDD</b> <b>ESTIMATED INFRASTRUCTURE COSTS</b> <b>SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT</b>
--

<u>Public Infrastructure Component</u>	<u>Estimated Costs,</u> <u>Phase 1</u>
Offsite Improvements	\$120,000
Stormwater Management	\$2,427,600
Utilities (Water, Sewer, & Street Lighting)	\$1,142,400
Roadways	\$882,300
Entry Features & Signage	\$100,000
Parks and Amenities	\$404,963
Contingency	<u>\$200,000</u>
<b>Total</b>	<b>\$5,277,263</b>

<b>APPENDIX TABLE 3</b> <b>HOLLY HILL ROAD EAST CDD</b> <b>ESTIMATED SERIES 2017 BONDS DETAILS</b> <b>SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT</b>
---

<u>Series 2017 Bonds Fund</u>	<u>Series 2017 Bonds Value</u>
Construction/Acquisition Fund	\$3,680,000
Original Issue Discount	\$13,423
Debt Service Reserve	\$132,280
Capitalized Interest	\$92,494
Costs of Issuance (Including Underwriter's Fee)	\$241,500
Contingency	\$303
<b>Total Bonds Principal</b>	<b>\$4,160,000</b>
<u>Bonds Details</u>	
Average Annual Interest Rate:	4.84%
Term (Years):	30
Capitalized Interest Through:	May 1, 2018
Net Annual Debt Service:	\$264,559
Gross Annual Debt Service (1):	\$284,472

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.

<b>APPENDIX TABLE 4</b> <b>HOLLY HILL ROAD EAST CDD</b> <b>SERIES 2017 BONDS ASSESSMENTS</b> <b>SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT</b>
---

<u>Description</u>	<u>Planned Lots/ERUs</u>	<u>Bonds Max</u> <u>Principal Assmt./</u> <u>Category</u>	<u>Bonds Max</u> <u>Principal Assmt./</u> <u>Unit</u>		
Phase 1	204	\$4,180,000	\$20,392.16		

<u>Description</u>	<u>Planned Lots/ERUs</u>	<u>Bonds Max Net</u> <u>Annual Assmt./</u> <u>Category</u>	<u>Bonds Max Net</u> <u>Annual Assmt./</u> <u>Unit</u>	<u>Bonds Max Gross</u> <u>Annual Assmt./</u> <u>Category (1)</u>	<u>Bonds Max</u> <u>Gross Annual</u> <u>Assmt./ Unit (1)</u>
Phase 1	204	\$264,559	\$1,296.86	\$284,472	\$1,394.47

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.

EXHIBIT C

EXHIBIT D

# BOND DEBT SERVICE

Holly Hill Road East CDD

Special Assessment Bonds, Series 2017

Period Ending	Principal Payment	Coupon	Total Bond Interest	Debt Service	Calendar Year Debt Service
5/1/2018	-		96,796.25	96,796.25	
11/1/2018			96,796.25	96,796.25	193,592.50
5/1/2019	70,000.00	3.500%	93,310.63	163,310.63	
11/1/2019			96,360.63	96,360.63	259,671.25
5/1/2020	70,000.00	3.500%	96,360.63	166,360.63	
11/1/2020			94,085.63	94,085.63	260,446.25
5/1/2021	70,000.00	3.500%	94,085.63	164,085.63	
11/1/2021			91,810.63	91,810.63	255,896.25
5/1/2022	70,000.00	3.500%	91,810.63	161,810.63	
11/1/2022			89,535.63	89,535.63	251,346.25
5/1/2023	75,000.00	3.500%	89,535.63	164,535.63	
11/1/2023			87,098.13	87,098.13	251,633.75
5/1/2024	85,000.00	4.100%	87,098.13	172,098.13	
11/1/2024			85,355.63	85,355.63	257,453.75
5/1/2025	85,000.00	4.100%	85,355.63	170,355.63	
11/1/2025			83,613.13	83,613.13	253,968.75
5/1/2026	85,000.00	4.100%	83,613.13	168,613.13	
11/1/2026			81,870.63	81,870.63	250,483.75
5/1/2027	90,000.00	4.100%	81,870.63	171,870.63	
11/1/2027			80,025.63	80,025.63	251,896.25
5/1/2028	95,000.00	4.100%	80,025.63	175,025.63	
11/1/2028			78,078.13	78,078.13	253,103.75
5/1/2029	105,000.00	4.625%	78,078.13	183,078.13	
11/1/2029			75,650.00	75,650.00	258,728.13
5/1/2030	100,000.00	4.625%	75,650.00	175,650.00	
11/1/2030			73,337.50	73,337.50	248,987.50
5/1/2031	105,000.00	4.625%	73,337.50	178,337.50	
11/1/2031			70,909.38	70,909.38	249,246.88
5/1/2032	110,000.00	4.625%	70,909.38	180,909.38	
11/1/2032			68,365.63	68,365.63	249,275.00
5/1/2033	120,000.00	4.625%	68,365.63	188,365.63	
11/1/2033			65,590.63	65,590.63	253,956.25
5/1/2034	125,000.00	4.625%	65,590.63	190,590.63	
11/1/2034			62,700.00	62,700.00	253,290.63
5/1/2035	130,000.00	4.625%	62,700.00	192,700.00	
11/1/2035			59,693.75	59,693.75	252,393.75
5/1/2036	135,000.00	4.625%	59,693.75	194,693.75	
11/1/2036			56,571.88	56,571.88	251,265.63
5/1/2037	145,000.00	4.625%	56,571.88	201,571.88	
11/1/2037			53,218.75	53,218.75	254,790.63
5/1/2038	150,000.00	4.625%	53,218.75	203,218.75	
11/1/2038			49,750.00	49,750.00	252,968.75
5/1/2039	160,000.00	5.000%	49,750.00	209,750.00	
11/1/2039			49,750.00	49,750.00	259,500.00
5/1/2040	165,000.00	5.000%	45,750.00	210,750.00	
11/1/2040			45,750.00	45,750.00	256,500.00
5/1/2041	175,000.00	5.000%	41,625.00	216,625.00	
11/1/2041			41,625.00	41,625.00	258,250.00



## BOND DEBT SERVICE

Holly Hill Road East CDD

Special Assessment Bonds, Series 2017

Period Ending	Principal Payment	Coupon	Total Bond Interest	Debt Service	Calendar Year Debt Service
5/1/2042	185,000.00	5.000%	37,250.00	222,250.00	
11/1/2042			37,250.00	37,250.00	259,500.00
5/1/2043	195,000.00	5.000%	32,625.00	227,625.00	
11/1/2043			32,625.00	32,625.00	260,250.00
5/1/2044	200,000.00	5.000%	27,750.00	227,750.00	
11/1/2044			27,750.00	27,750.00	255,500.00
5/1/1945	210,000.00	5.000%	22,750.00	232,750.00	
11/1/2045			22,750.00	22,750.00	255,500.00
5/1/2046	220,000.00	5.000%	17,500.00	237,500.00	
11/1/2046			17,500.00	17,500.00	255,000.00
5/1/2047	235,000.00	5.000%	12,000.00	247,000.00	
11/1/2048			12,000.00	12,000.00	259,000.00
5/1/2048	245,000.00	5.000%	6,125.00	251,125.00	
	4,010,000.00		3,686,145.63	6,786,145.63	6,558,395.63



**Holly Hill Road East  
Community Development District**

**Resolution 2018-10**

## RESOLUTION 2018-10

**A RESOLUTION AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED 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; 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**, the Holly Hill Road East Community Development District (the “**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’s Board of Supervisors (the “**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of the assessments; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST 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. DISTRICT AUTHORITY AND PREVIOUS ACTIONS.**

(a) The District is a local unit of special purpose government established by Ordinance No. 814 of the Board of City Commissioners of the City of Davenport, Florida, as amended by Ordinance No. 841 expanding the District’s original boundaries (the “**Original District Lands**”) to incorporate additional acreage (the “**Expansion Area**”), all pursuant to the Chapter 190, *Florida Statutes*, as amended.

(b) Prior to the expansion of the Original District Lands, the District, after notice and public hearing and pursuant to Section 170.08, *Florida Statutes*, adopted Resolution 2017-32 authorizing the capital improvement plan (“**Original Improvement Plan**”) described in that certain *Engineer’s Report for Capital Improvements* dated June 2017 (the “**Original Master**

**Engineer's Report**"), equalizing and levying special assessments to defray the costs of the Original Improvement Plan, and levying a master assessment lien over all of the Original District Lands (the "**Original Master Lien**"), as further described in that certain *Master Assessment Methodology Report* dated September 20, 2017 (the "**Original Master Assessment Report**").

(c) In order to reflect the amendment to the District's boundaries to include the Expansion Area and additional infrastructure associated with the Expansion Area, the District's Board has determined to amend and restate its Original Improvement Plan pursuant to that certain *Amended and Restated Engineer's Report for Capital Improvements* dated March 21, 2018 (the "**Amended Master Engineer's Report**") (attached as **Exhibit A** hereto and incorporated herein by this reference), and modify the Original Master Lien levied on the District's Phase 2 & 3 lands, including the Expansion Area (the "**Phase 2 & 3 Assessment Area**"), as identified in the assessment roll set forth in that certain *Amended and Restated Master Assessment Methodology Report* dated March 21, 2018 (the "**Amended Master Assessment Report**" attached hereto as **Exhibit B** and incorporated herein by this reference).

(d) Pursuant to this Resolution and the Amended Master Assessment Report presented herein, a new master assessment lien ("**Amended Master Lien**") will be equalized, approved, confirmed and levied on the Phase 2 & 3 Assessment Area, all as specified in the Amended Master Assessment Report, which Amended Master Lien will be levied on the terms and conditions set forth in this Resolution and the attachments hereto and will modify and amend the Original Master Lien only with respect to the Phase 2 & 3 Assessment Area as set forth herein.

(e) The Original Master Lien levied on the Phase 1 lands within the District, as identified in the assessment roll set forth in the Amended Master Assessment Report (the "**Phase 1 Assessment Area**"), shall remain unaffected by this Resolution and is hereby ratified and shall remain in full force and effect and secured by the valid and existing assessment liens established by the District.

### **SECTION 3. 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 roadways, water facilities, sewer facilities, reclaimed water facilities, stormwater management and control facilities, electrical facilities, landscaping, irrigation and hardscaping in certain roadways, conservation mitigation, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District, together the "**Improvements**."

(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 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 "Total Project," the nature and location of which was initially described in Resolution 2018-06 and is shown in the Amended Master Engineer's Report, and which the Total Project's plans and specifications are on file at 12051 Corporate Boulevard, Orlando, Florida 32817 ("**District Records Offices**") and the District's local office; (ii) the cost of such Total Project be assessed against the lands specially benefited by such Total 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 Total Project, the levying of such 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 Total 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 Bonds, in one or more series (the "**Bonds**").

(g) By Resolution 2018-06, the Board determined to provide the Total Project and to defray the costs thereof by making Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Total Project prior to the collection of such Assessments. Resolution 2018-06 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 2018-06, said Resolution 2018-06 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 Board.

(i) As directed by Resolution 2018-06, 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 2018-07 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 (i) the propriety and advisability of the infrastructure improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefitted 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 Board.

(l) On May 16, 2018, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board, conduct such public hearing, 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.

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

(i) that the total estimated cost of the Total Project is as specified in the Amended Master Engineer's Report, which Amended Master Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper;

(ii) it is reasonable, proper, just and right to assess the cost of such Total Project against the properties within the Phase 2 & 3 Assessment Area specially benefited thereby using the method determined by the Board set forth in the Amended Master Assessment Report, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the "Assessments") and the Amended Master Lien; and

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

(iv) it is hereby declared that the Total Project will constitute a special benefit to the 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 Assessments thereon when allocated as set forth in Exhibit B; and

(v) it is in the best interests of the District that the 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 Assessment Report in order to ensure that all parcels of real property benefiting from the Total Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

**SECTION 4. AUTHORIZATION OF DISTRICT PROJECT.** That certain Total Project for construction of infrastructure improvements initially described in Resolution No. 2018-06, 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 5. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Total Project and the costs to be paid by Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

**SECTION 6. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Amended Master Lien and the Assessments on the parcels specially benefited by the Total 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 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 Assessment or assessments 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 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 7. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Total 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 Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Total 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 Assessments for the entire Total Project has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the Total Project.



## **SECTION 8. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Total Project and the adoption by the Board of a resolution accepting the Total Project, unless such option has been waived by the owner of the land subject to the 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 Total 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 Total Project has been completed and a resolution accepting the Total Project has been adopted by the Board, the 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 Assessments may prepay the entire remaining balance of the 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 Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting 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 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 Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect 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 Polk 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 9. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Amended Master Assessment Report, 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 Assessments securing the Bonds shall be allocated as set forth in the Amended Master Assessment Report. 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 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 with Cassidy Holdings Group, Inc., that it 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 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 Assessments pursuant to this Resolution in excess of the total debt service related to the Total 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 to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Total Project, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated 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 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 project funded by the corresponding series of Bonds issued or to be issued.

**SECTION 10. 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 Assessments without specific consent thereto. If at any time, any real property on which 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 Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 11. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Amended and Restated Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 12. 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 13. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. Nothing herein shall affect the validity or effect of Resolution 2017-32 with respect to the Phase 1 Assessment Area.

**SECTION 14. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Holly Hill Road East Community Development District.

**[Remainder of page intentionally left blank.]**

**APPROVED THIS 16<sup>th</sup> DAY OF MAY, 2018.**

**ATTEST:**

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**Exhibit A:** *Amended and Restated Engineer's Report for Capital Improvements*, dated March 21, 2018

**Exhibit B:** *Amended and Restated Master Assessment Methodology Report*, dated March 21, 2018

**Exhibit A:**

*Amended and Restated Engineer's Report for Capital Improvements*, dated March 21, 2018

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED AND RESTATED**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**DENNIS WOOD ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**MARCH 21, 2018**

# **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2-3
III.	THE DEVELOPMENT .....	3-4
IV.	THE CAPITAL IMPROVEMENTS .....	4
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4
	Stormwater Management Facilities .....	5
	Public Roadways.....	5
	Water and Wastewater Facilities .....	6
	Off-site Improvements .....	7
	Amenities and Parks.....	7
	Miscellaneous.....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9
VIII.	REPORT MODIFICATION.....	9
IX.	CONCLUSION.....	10

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Existing Land Use Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan



**AMENDED AND RESTATED  
ENGINEER'S REPORT  
HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Holly Hill Road East Community Development District (the "District") is bisected by North Boulevard West, east of Holly Hill Road, City of Davenport (the "City"), Polk County, (the "County"), Florida. The District currently contains approximately 111 acres, and is expected to consist of 486 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 814, which was approved by the City Commission on July 10, 2017, as amended by City Ordinance No. 841, which was approved by the City on March 5, 2018. This Amended and Restated Engineer's Report amends the previously adopted Engineer's Report to reflect the addition of lands to the District by Ordinance 841. The additional lands are reflected as part of Phase 3. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

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

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements

of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

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

## **II. PURPOSE AND SCOPE**

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

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

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

### **III. THE DEVELOPMENT**

The development will consist of 486 single family homes and associated infrastructure ("Development"). The Development is a planned residential community is located on the north and south side of North Boulevard West, and east of Holly Hill Road in the City of Davenport and lies within Section 4 and 5, Township 27 South, Range 27 East, all within the City. The Development has received zoning approval by the City. PUD approval shall be obtained prior to plan submission to the City, and the property has an underlying Future Land Use Designation of RM & RH (Residential Medium and Residential High). The development will be constructed in three (3) phases.

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

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1, 2, and 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of power, telecommunications and cable TV will occur, but will not be funded by the District. Installation of street lights within the public right of way will be funded by the District.

As a part of the recreational component of the CIP, a public park will be constructed adjacent to Holly Hill Road and will have connectivity via walking trails to the other portions of the District. The public park will be accessed by the public roadways and walking trails.

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

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known surface waters or natural wetlands on or immediately adjacent to the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0220G and 12105C-0240G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation is required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

#### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

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

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Davenport Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to either a force main along North Blvd or within the unopened right of way of 10<sup>th</sup> Street.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2018; Phase 2 in 2019; Phase 3 in 2019. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Polk County Environmental Protection Commission (HCEPC) (wastewater collection) and the City.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center.

### **Miscellaneous**

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

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), and City construction plan approval. There are no Army Corps of Engineer (ACOE) jurisdictional wetlands within the CIP boundaries; therefore no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Davenport)	City of Davenport Ordinance (Approved)
Preliminary Plat (City of Davenport)	City of Davenport (Approved)
SWFWMD ERP	Approved
Construction Permits (Davenport)	July 2017
FDEP Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved

\*Amenity Center shall require separate permitting. Permits required are Construction Permit, FDEP, Water, FDEP Sewer, SWFWMD, and FDEP NOI.

### **PHASE 2**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Davenport)	City of Davenport City Ordinance (Approved)
Preliminary Plat (Davenport)	July 2018
SWFWMD ERP	October 2018
Construction Permits (Davenport)	October 2018
FDEP Water	October 2018
FDEP Sewer	October 2018
FDEP NOI	September 2018



### PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval (Davenport)	City of Davenport City Ordinance (Approved)
Preliminary Plat (Davenport)	July 2018
SWFWMD ERP	October 2018
Construction Permits (Davenport)	October 2018
FDEP Water	October 2018
FDEP Sewer	October 2018
FDEP NOI	October 2018

## VII. RECOMMENDATION

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

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

## VIII. REPORT MODIFICATION

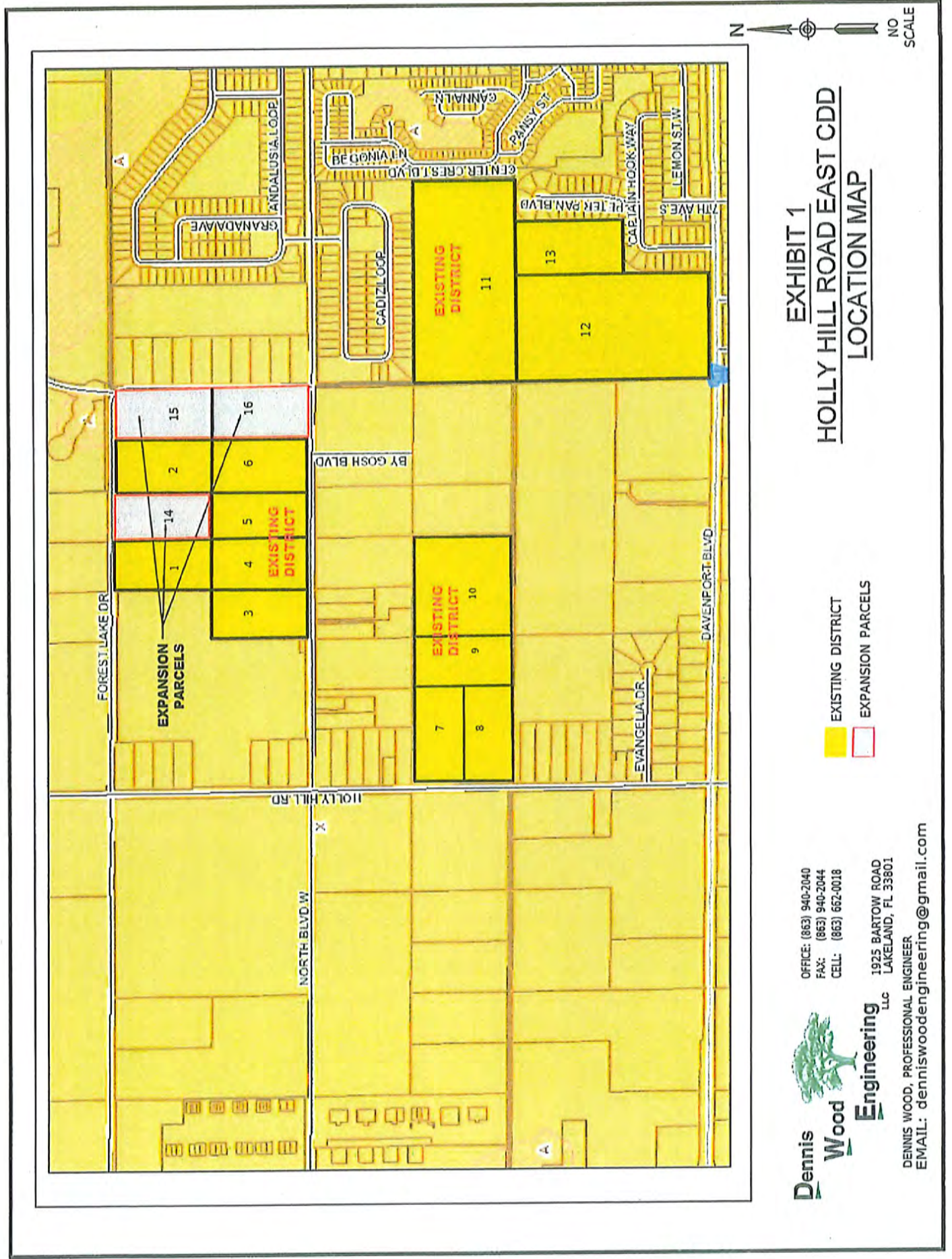
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

## IX. CONCLUSION

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

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

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



OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018

1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com



**LEGAL DESCRIPTION**  
**HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT**

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'10"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIBED CONTAINS 28.58 ACRES, MORE OR LESS.**

**AND**

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIBED CONTAINS: 24.17 ACRES, MORE OR LESS.**

**AND**

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIBED CONTAINS: 44.47 ACRES, MORE OR LESS**

**AND**

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 27 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 22 N-00°23'47"-W, 642.49 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°55'26"-W, 326.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 4.82 ACRES, MORE OR LESS.

**AND**

BEGIN AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24; THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-84°02'15"-E, 28.73 FEET; THENCE 4) S-69°03'33"-E, 26.63 FEET; THENCE 5) S-59°18'02"-E, 25.17 FEET; THENCE 6) S-40°32'53"-E, 25.66 FEET; THENCE 7) S-22°07'34"-E, 27.32 FEET; THENCE 8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24; THENCE ALONG SAID EAST LINE S-00°19'41"-E, 656.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 9.48 ACRES, MORE OR LESS.

ALL THE ABOVE DESCRIBED LANDS CONTAIN 111.52 ACRES, MORE OR LESS



DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: dennis@woodcivil.com

OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0010

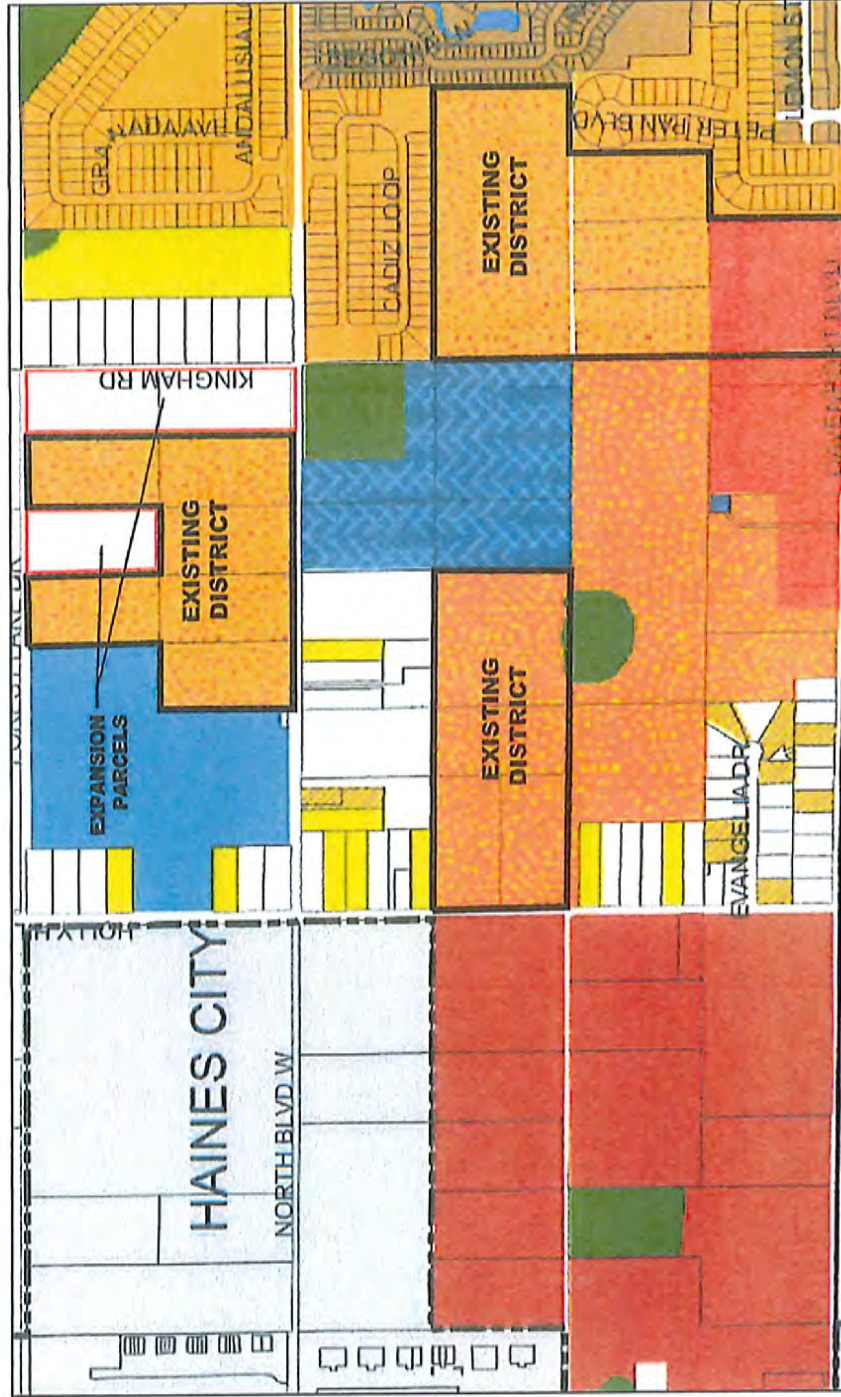
1925 BARTOW ROAD  
LAKELAND, FL 33801

**EXHIBIT 2**  
**LEGAL DESCRIPTION**  
(NOT A SURVEY)









**Davenport Zoning**



AG Agriculture	O-1 Office
TN-1 Traditional Neighborhood	O-2 Office Parks
TN-2 Traditional Neighborhood	DBD Downtown Business District
RE-1 Residential Estate	MU-1 Mixed-Use
RE-2 Residential Estate	C-1 Commercial
R-1 Residential	C-2 Commercial
R-2 Residential	C-3 Commercial
R-3 Residential	C-4 Commercial
R-4 Residential	I-1 Manufacturing/Warehousing
MF-1 Multi-Family	I-2 Industrial
MF-2 Multi-Family	PI-1 Public or Institutional
MF-3 Multi-Family	PI-2 Public or Institutional
MF-4 Multi-Family	PI-3 Public or Institutional
MH-1 Manufactured Homes (Subdivisions)	PI-4 Public or Institutional
MH-2 Manufactured Homes (Parks)	CN Conservation District

## EXHIBIT 4

### HOLLY HILL ROAD EAST CDD

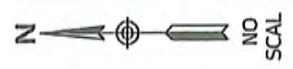
#### ZONING MAP

#### CITY OF DAVENPORT

 EXISTING CDD DISTRICT  
 EXPANSION PARCELS

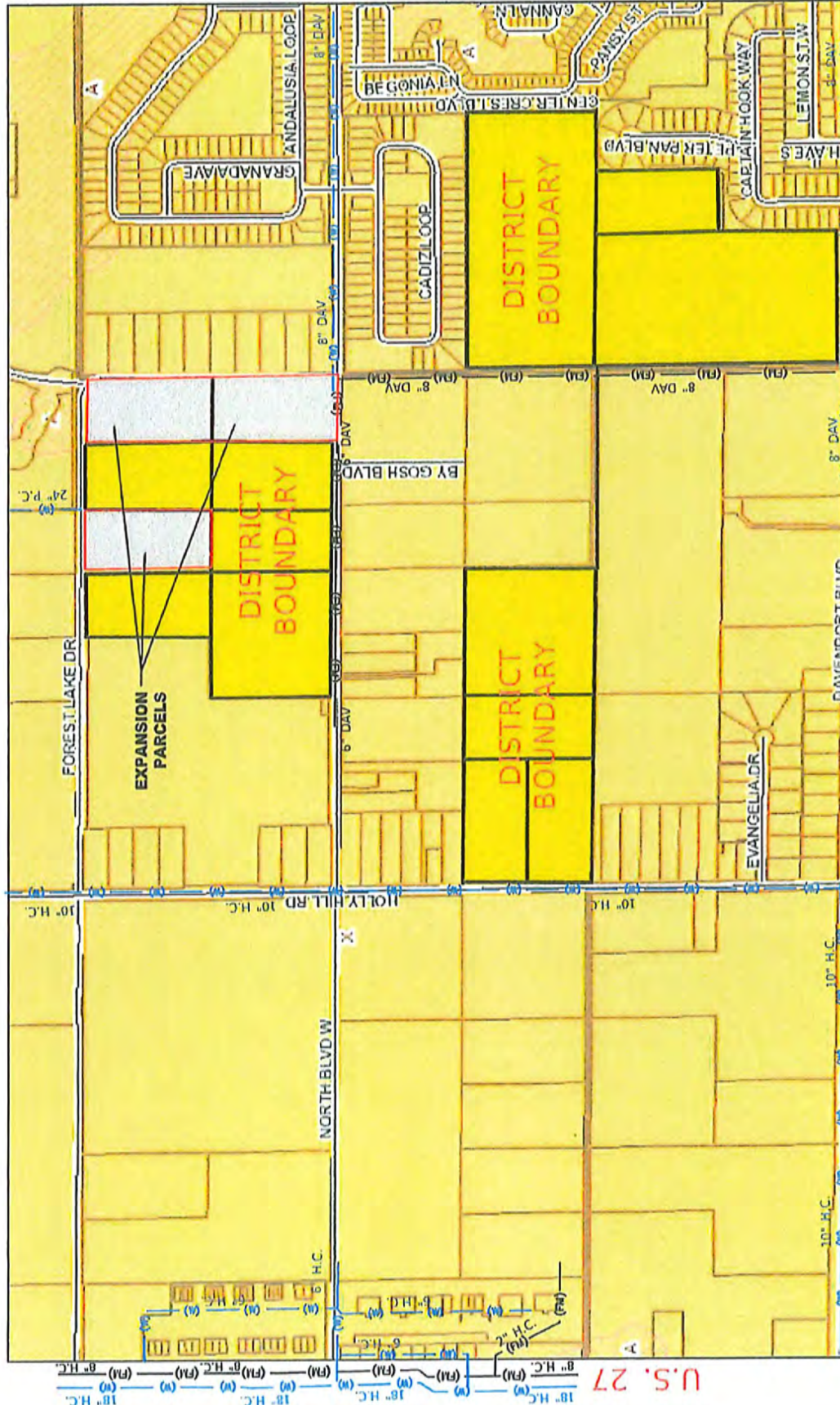

**Dennis Wood Engineering**  
 1925 BARTOW ROAD  
 LLC LAKELAND, FL 33801  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com





**Dennis Wood Engineering LLC**  
  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018  
 1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: [denniswoodengineering@gmail.com](mailto:denniswoodengineering@gmail.com)





U.S. 27



**Dennis Wood Engineering**  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com  
 OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 652-0018  
 1925 BARTOW ROAD  
 LLC LAKELAND, FL 33801

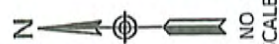
**LEGEND**

- CDD DISTRICT
- (W) EXISTING WATER MAIN AS NOTED
- (FM) EXISTING FORCE MAIN AS NOTED
- H.C. - HAINES CITY
- DAV - DAVENPORT
- P.C. - POLK COUNTY

**COMPOSITE EXHIBIT 6**  
**HOLLY HILL ROAD EAST CDD**  
**WATER & FORCE MAINS**

N  
 NO SCALE





**LEGEND**

— FLOW DIRECTION

— CDD DISTRICT

OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0018

**Dennis Wood Engineering**

1925 BARTOW ROAD  
LAKELAND, FL 33801

DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com

**Composite Exhibit 7**  
**Holly Hill Road East Community Development District**  
**Summary of Probable Cost**

<u>Number of Lots</u>	<u>204</u>	<u>100</u>	<u>182</u>	<u>486</u>
<u>Infrastructure (3)(6)</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
Offsite Improvements (1)(5)(7)	\$ 120,000	\$ 125,000	\$ 180,000	\$ 425,000
Stormwater Management (1)(2)(3)(5)(6)(7)	\$ 2,427,600	\$ 1,190,000	\$ 2,165,800	\$ 5,783,400
Utilities (Water, Sewer, & Street Lighting) (1)(5)(7)(9)	\$ 1,142,400	\$ 560,000	\$ 1,019,200	\$ 2,721,600
Roadway (1)(4)(5)(7)	\$ 882,300	\$ 432,500	\$ 787,150	\$ 2,101,950
Entry Feature & Signage (1)(7)(8)	\$ 100,000	\$ 170,000	\$ 365,000	\$ 635,000
Parks and Amenities (1)(7)	\$ 404,963	\$ 140,000	\$ 255,037	\$ 800,000
Contingency	\$ 200,000	\$ 105,000	\$ 191,000	\$ 496,000
<b>TOTAL</b>	<b>\$ 5,277,263</b>	<b>\$ 2,722,500</b>	<b>\$ 4,963,187</b>	<b>\$ 12,962,950</b>

**Notes:**

1. Infrastructure consists of roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2017 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service.
10. Estimates based on 486 lots.

**Exhibit 8**  
**Holly Hill Road East Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport	District Bonds	City of Davenport
Street Lighting/Conduit	District	District	District Bonds	District
Road Construction	District	District	District Bonds	District
Parks and Amenities	District	District	District Bonds	District

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





**Exhibit B:**

*Amended and Restated Master Assessment Methodology Report*, dated March 21, 2018



# **AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY REPORT**

## **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

**March 21, 2018**

**Prepared for:**

**Members of the Board of Supervisors,  
Holly Hill Road East Community Development District**

**Prepared by:**

**Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817**

---

**AMENDED & RESTATED  
MASTER ASSESSMENT METHODOLOGY REPORT  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

**March 21, 2018**

---

**1.0 Introduction**

**1.1 Purpose**

This "Amended & Restated Master Assessment Methodology" dated March 21, 2018 ("Methodology"), effectively amends and restates the District's "Master Assessment Methodology Report," dated September 20, 2017 ("Adopted Methodology") in order to reflect an amendment to the District's boundaries to include additional acres and associated infrastructure improvements not included in the Adopted Methodology. The Methodology provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Holly Hill Road East Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. The Methodology applied herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

## **1.2 Background**

The District, as amended, includes approximately 111 gross acres of property within its boundaries. The District is generally located to the south of Forest Lake Drive and to the east of Holly Hill Road within the City of Davenport, Florida. At build-out, the District is expected to contain approximately 486 single-family lots, landscaping, common and recreation areas, and related infrastructure. The land use plan for the District is found in Table 1 (all tables are found in the attached Appendix).

## **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of District infrastructure. However, these are incidental to the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

## **1.4 Requirements of a Valid Assessment Methodology**

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.



If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

## **1.5 Special Benefits and General Benefits**

The new infrastructure improvements included in the CIP create both: (1) special benefits to the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the District. The CIP described in the District Engineer's Report enables the District to be developed. Without the CIP, there would be no infrastructure to support development of the District.

There is no doubt that the general public, and property owners outside the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of the District. Lands outside the District do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which developable property in the District receive compared to those lying outside of the boundaries of the District.

Finally, as shown in the Methodology, the estimated cost of the CIP totals \$12,962,950. The District plans to issue bonds to fund these costs, with total District bond principal estimated at a maximum of \$17,575,000. There are 110.66 assessable acres within the District. Therefore, the average cost per assessable acre in the District is \$158,820 on a financed basis. According to data from the Polk County Property Appraiser ("PA"), the fair market value of the land in the District currently averages \$20,649 per acre. Therefore, as illustrated in the table immediately below, the total cost of the land with the proposed improvements implemented is estimated at approximately \$179,469 per acre.

### Demonstration of Special Benefit for Properties in the District

<b><u>Category</u></b>	<b><u>Amount</u></b>
Maximum Bonds Necessary to Fund CIP	\$17,575,000
Assessable Acres within District	111
CIP Financed Cost Per Gross Acre	\$158,820
Value of Unimproved Land/Acre*	<u>\$20,649</u>
<b>Total Cost of Improved Land per Acre</b>	<b>\$179,469</b>
Est. Avg. Value of Finished Home and Lot	\$200,000
Value of Lot @ 25%	\$50,000
Density/Assessable Acre	3.64
<b>Est. Value of Finished Lots/Land per Acre</b>	<b><u>\$182,089</u></b>
<b>Net Benefit per Acre from CDD Improvements</b>	<b>\$2,620</b>

\*Average of the 2017 values of all assessable District land provided by the Polk County Property Appraiser.

Based on the land development plan, and market research by the District's Financial Advisor ("FA"), the estimated average value for a single-family home to be developed in the District is \$200,000. The typical relationship between the total price of a new home and its finished lot is 25%. So, the average home lot in the District is expected to have a retail value of \$50,000.

The land use plan anticipates a gross residential density of 3.64 units per assessable acre. Therefore, the average value per acre for properties developed into residential lots is \$182,089. Thus, the estimated net special benefit to District lands averages \$2,620 per acre. In other words, the installation of the CIP will increase the market value of the land within the District in excess of the cost of the assessments.

## 2.0 CIP Plan of Finance

### 2.1 Phased Infrastructure Installation

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Holly Hill Road East Community Development District Engineer's Report for Capital Improvements", dated September 2017, as amended by the Amended and Restated Master Engineer's Report, dated March 21, 2018 (together, the "Engineer's Report"), as prepared by Dennis Wood Engineering, LLC ("District Engineer"). As outlined in the Engineer's Report, the District will install the infrastructure necessary to

serve the lands within Phases 1, 2 and 3. Descriptions of the District lands can be found in Exhibit "A". The District infrastructure and improvements for Phase 1 are designed to serve and specially benefit the lands within Phase 1. Similarly, the District infrastructure and improvements for Phases 2 and 3 are designed to serve and specially benefit the lands within Phases 2 and 3, respectively. The estimated costs of the Phase 1, 2 and 3 District infrastructure and improvements (and the estimated costs for the District's entire CIP) are presented in Table 2.

## **2.2 Bond Requirements**

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. The District's first series of bonds is expected to be issued in the 2017 calendar year ("Series 2017 Bonds") and will help fund the costs of the Phase 1 District infrastructure and improvements. The Phase 1 District infrastructure and improvements will be assessed solely to properties located within Phase 1. Similarly, the Phase 2 and 3 District infrastructure and improvements will be assessed solely to properties located within Phase 2 and 3, respectively. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include but are not limited to acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs.

An estimate of the initial bond issuances required to fund the Phase 1, 2 and 3 District infrastructure and improvements is found in Table 3. As bonds are issued by the District over time, Fishkind will issue supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond debt service assessments for properties that have been assessed to secure each bond issuance.

### **3.0 Assessment Methodology**

#### **3.1 Assessment Foundation**

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of each phase of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each single-family lot.

#### **3.2 Allocation of Specific Assessments**

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The maximum amount of bonds required to fund the Phase 1, 2 and 3 infrastructure costs has been calculated and is shown in Table 3. The bonds principal and related annual debt service assessments assigned to Phase 1, 2 and 3 will then be equally divided among the number of lots platted for each phase. The resulting bonds principal and related annual debt service assessments for Phase 1, 2 and 3, and each lot planned for each of these phases, are shown in Table 4. Table 4 becomes important as the land within a phase is platted, as specific bond debt service assessments will be assigned to the individual Development Units within the relevant phases at this time.

### **3.3 Assignment of Specific Assessments**

Assessments securing bonds issued to fund Phase 1 properties will initially be assigned to Phase 1 properties on an equal per-acre basis. Similarly, assessments securing bonds issued to fund Phases 2 and 3 properties will initially be assigned to Phases 2 and 3 properties on an equal per-acre basis, respectively. The assessments for each phase will then be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a “Development Unit”). The specific bond debt assessment that is assigned to platted Development Units will be detailed in one or more future supplemental assessment reports, in accordance with the principles and allocations set forth in this Methodology.

### **3.4 True-Up Mechanism**

In order to ensure that the District’s bond debt will not build up on the unplatted land within each phase, the District shall periodically apply a “true-up” test. Initially, District bond debt shall be allocated to each phase as outlined in Table 3. This bonds debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within each phase. As property is platted, “true-up” or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to phase. For example, as outlined in Table 3, it is estimated that \$7,115,000 in bonds principal will be allocated to Phase 1 at the time of issuance. This \$7,115,000 in bonds principal is expected to be allocated equally to the 204 lots planned for Phase 1 at the time Phase 1 is platted. However, should it happen at the time of platting that only 203 lots have been identified in the plat, the owner of Phase 1 at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within such phase. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phase 1 and Phases 2 and 3 are found in the table below.

### Initial True-Up Thresholds

<u>Category</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Ph. 1 Developed Acres	21.8	32.7	39.3	43.7
Ph. 1 Undev. Acres	21.8	10.9	4.4	0.0
Debt per Undev. Ph. 1 Acre	\$162,964	\$162,964	\$162,964	\$162,964
Ph. 2 & 3 Developed Acres	33.6	50.4	60.5	67.2
Ph. 2 & 3 Undev. Acres	33.6	16.8	6.7	0.0
Debt per Undev. Ph. 2 & 3 Acre	\$156,119	\$156,119	\$156,119	\$156,119

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

#### 4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the

District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

## 5.0 Bond Assessment Roll

The table below outlines the maximum bond principal assessment per developable acre for lands within Phase 1 and Phases 2 and 3.

**Bond Assessment Roll**

<u>Phase</u>	<u>Parcel ID</u>	<u>Acres</u>	<u>Max Bond Principal</u>	<u>Max Bond Annual (1)</u>
1	272704722000040130	19.64	\$3,200,609	\$263,542
1	272704722000040170	19.06	\$3,106,090	\$255,760
1	272704722000040190	<u>4.96</u>	<u>\$808,301</u>	<u>\$66,557</u>
	<b>Subtotal, Phase 1</b>	<b><u>43.66</u></b>	<b><u>\$7,115,000</u></b>	<b><u>\$585,859</u></b>
2 & 3	272705725500010210	4.80	\$749,373	\$61,704
2 & 3	272705725500010230	4.80	\$749,373	\$61,704
2 & 3	272705725500010290	4.75	\$741,567	\$61,062
2 & 3	272705725500010280	4.75	\$741,567	\$61,062
2 & 3	272705725500010270	4.77	\$744,690	\$61,319
2 & 3	272705725500010260	4.77	\$744,690	\$61,319
2 & 3	272705726000020153	4.82	\$752,496	\$61,961
2 & 3	272705726000020151	4.60	\$718,149	\$59,133
2 & 3	272705726000020140	4.91	\$766,546	\$63,118
2 & 3	272705725500010221	4.81	\$750,934	\$61,833
2 & 3	272705725500010251	4.64	\$724,394	\$59,648
2 & 3	272705725500010240	4.73	\$738,445	\$60,805
2 & 3	272705726000020120	<u>9.85</u>	<u>\$1,537,776</u>	<u>\$126,623</u>
	<b>Subtotal, Phases 2 &amp; 3</b>	<b><u>67.00</u></b>	<b><u>\$10,460,000</u></b>	<b><u>\$861,290</u></b>
<b>Grand Totals</b>		<b>110.66</b>	<b>\$17,575,000</b>	<b>\$1,447,149</b>

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.

## EXHIBIT A

### LEGAL DESCRIPTION HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 100.15 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 666, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS 78.58 ACRES, MORE OR LESS.

#### AND

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS: 24.17 ACRES, MORE OR LESS.

#### AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'22"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'30"-E, 678.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 37; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINS: 44.47 ACRES, MORE OR LESS

#### AND

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 27 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 22 N-00°23'47"-W, 642.49 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°59'26"-W, 326.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 4.82 ACRES, MORE OR LESS.

#### AND

BEGIN AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24; THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-84°02'15"-E, 28.73 FEET; THENCE 4) S-69°03'33"-E, 26.63 FEET; THENCE 5) S-59°18'02"-E, 25.17 FEET; THENCE 6) S-40°32'53"-E, 25.66 FEET; THENCE 7) S-22°07'34"-E, 27.32 FEET; THENCE 8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24; THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 9.48 ACRES, MORE OR LESS.



## APPENDIX TABLES



APPENDIX TABLE 2											
HOLLY HILL ROAD EAST CDD											
CIP COST ESTIMATES											
AMENDED & RESTATED											
MASTER ASSESSMENT METHODOLOGY REPORT											

<u>Infrastructure Component</u>	<u>Estimated Costs,</u>			<u>Total Estimated</u>
	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	
Offsite Improvements	\$120,000	\$125,000	\$180,000	\$425,000
Stormwater Management	\$2,427,600	\$1,190,000	\$2,165,800	\$5,783,400
Utilities (Water, Sewer, & Street Lighting)	\$1,142,400	\$560,000	\$1,019,200	\$2,721,600
Roadways	\$882,300	\$432,500	\$787,150	\$2,101,950
Entry Features & Signage	\$100,000	\$170,000	\$365,000	\$635,000
Parks and Amenities	\$404,963	\$140,000	\$255,037	\$800,000
Contingency	\$200,000	\$105,000	\$191,000	\$496,000
<b>Total</b>	<b>\$5,277,263</b>	<b>\$2,722,500</b>	<b>\$4,963,187</b>	<b>\$12,962,950</b>



APPENDIX TABLE 4									
HOLLY HILL ROAD EAST CDD									
MAXIMUM BONDS ASSESSMENTS									
AMENDED & RESTATED									
MASTER ASSESSMENT METHODOLOGY REPORT									

<u>Phase</u>	<u>Bonds Max</u>		<u>Planned Lots/ERUs</u>
	<u>Principal Assmt./</u>	<u>Bonds Max</u>	
	<u>Category</u>	<u>Unit</u>	
Phase 1	\$7,115,000	\$34,877	204
Phase 2	\$3,780,000	\$37,800	100
Phase 3	\$6,680,000	\$36,703	182
Total, all Phases	\$17,575,000		486

<u>Phase</u>	<u>Bonds Max Net</u>		<u>Bonds Max Gross</u>		<u>Bonds Max</u>
	<u>Annual Assmt./</u>	<u>Annual Assmt./</u>	<u>Annual Assmt./</u>	<u>Gross Annual</u>	
	<u>Category</u>	<u>Unit</u>	<u>Category (1)</u>	<u>Assmt./ Unit (1)</u>	
Phase 1	\$544,849	\$2,671	\$585,859	\$2,872	
Phase 2	\$289,463	\$2,895	\$311,250	\$3,113	
Phase 3	\$511,537	\$2,811	\$550,040	\$3,022	
Total, all Phases	\$1,345,849		\$1,447,149		

(1) Values include a 7.0% gross-up to account for the statutory early-payment discount and the fees and costs of collection charged by the county property appraiser and tax collector.



**Holly Hill Road East  
Community Development District**

**Resolution 2018-11**

## RESOLUTION 2018-11

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Holly Hill Road East Community Development District (“District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170 and 197, *Florida Statutes*, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board has previously adopted Resolution 2017-12 authorizing the use of the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the “Uniform Method”), over certain lands within the District as described therein; and

**WHEREAS**, pursuant to Ordinance No. 841 adopted by the City of Davenport City Commission, the external boundaries of the District have since been expanded to include an additional 14.3 acres, more or less, as described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Expansion Area”); and

**WHEREAS**, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over the lands described in **Exhibit A**; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Holly Hill Road East Community Development District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the uniform method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. By virtue of the passage of Resolution 2017-12 and this Resolution, the District will have expressed its intent to use the uniform method of collecting assessments imposed by the District over all the lands within the current boundaries of the District, as described in **Exhibit B**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Polk County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of May, 2018.

ATTEST:

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Legal Description of Expansion Area

**Exhibit B:** Legal Description of Holly Hill Road Each Community Development District

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EXPANSION AREA**

**EXHIBIT B**  
**LEGAL DESCRIPTION OF HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

**BEGIN** AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE **POINT OF BEGINNING**.

**PROPERTY DESCRIBED CONTAINS** 28.58 ACRES, MORE OR LESS.

**AND**

**BEGIN** AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE **POINT OF BEGINNING**.

**PROPERTY DESCRIBED CONTAINS:** 24.17 ACRES, MORE OR LESS.

**AND**

**BEGIN** AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE **POINT OF BEGINNING**.

**PROPERTY DESCRIBED CONTAINS:** 44.47 ACRES, MORE OR LESS

**AND**

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 27 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 22 N-00°23'47"-W, 642.49 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; 1) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°55'26"-W, 326.76 FEET TO THE **POINT OF BEGINNING**. THE ABOVE DESCRIBED LANDS CONTAIN 4.82 ACRES, MORE OR LESS.

**AND**

**BEGIN** AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24: THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES; 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-

84°02'15"-E, 28.73 FEET; THENCE (4) S-69°03'33"-E, 26.63 FEET; THENCE (5)S-59°18'02"-E, 25.17 FEET; THENCE (6) S-40°32'53"-E, 25.66 FEET; THENCE (7) S-22°07'34"-E, 27.32 FEET; THENCE (8)S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24; THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 9.48 ACRES, MORE OR LESS.

ALL THE ABOVE DESCRIBED LANDS CONTAIN 111.52 ACRES, MORE OR LESS



**Holly Hill Road East  
Community Development District**

**Resolution 2018-12**

## RESOLUTION 2018-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2018/2019; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Holly Hill Road East Community Development District ("**District**") prior to June 15, 2018, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2018 and ending September 30, 2019 ("**Fiscal Year 2018/2019**"); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT:**

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the "**District's Office**," 313 Campus Street, Celebration, Florida 34747. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one



more installments pursuant to a bill issued by the District in November of 2018, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: July 18, 2018  
HOUR: 10:45 a.m.  
LOCATION: Offices of Cassidy Homes  
346 East Central Avenue  
Winter Haven, Florida 33880

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Davenport and Polk County at least 60 days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

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

**PASSED AND ADOPTED THIS 16th DAY OF MAY, 2018.**

ATTEST:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

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

**Holly Hill Road East CDD**  
FY 2019 Proposed O&M Budget

	YTD Actual Through 03/31/2018	Anticipated 04/2018 - 09/2018	Anticipated Total FY 2018	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ -	\$ -	\$ -	\$ -	\$ 142,800.00
Developer Contributions	59,450.00	119,225.00	178,675.00	180,000.00	72,200.00
Inter-Governmental Revenue (North Blvd CDD)	-	-	-	-	25,000.00
<b>Net Revenues</b>	<b>\$ 59,450.00</b>	<b>\$ 119,225.00</b>	<b>\$ 178,675.00</b>	<b>\$ 180,000.00</b>	<b>\$ 240,000.00</b>
<b><u>General &amp; Administrative Expenses</u></b>					
Supervisor Fees	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D&O Insurance	2,250.00	-	2,250.00	-	2,800.00
Trustee Services	-	6,000.00	6,000.00	6,000.00	6,000.00
Management	10,000.02	9,999.98	20,000.00	20,000.00	20,000.00
Engineering	1,377.50	13,622.50	15,000.00	15,000.00	15,000.00
Dissemination Agent	-	5,000.00	5,000.00	5,000.00	5,000.00
District Counsel	11,032.35	13,967.65	25,000.00	25,000.00	25,000.00
Audit	2,000.00	4,000.00	6,000.00	6,000.00	6,000.00
Travel and Per Diem	-	500.00	500.00	500.00	500.00
Telephone	8.44	191.56	200.00	200.00	200.00
Postage & Shipping	62.94	237.06	300.00	300.00	300.00
Copies	196.35	303.65	500.00	500.00	500.00
Legal Advertising	1,823.57	6,176.43	8,000.00	8,000.00	8,000.00
Bank Fees	-	-	-	250.00	250.00
Miscellaneous	-	1,100.00	1,100.00	1,100.00	1,100.00
Web Site Maintenance	2,750.00	150.00	2,900.00	2,900.00	2,900.00
Dues, Licenses, and Fees	175.00	-	175.00	250.00	250.00
Aquatic Contract	-	12,000.00	12,000.00	12,000.00	-
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 36,676.17</b>	<b>\$ 74,248.83</b>	<b>\$ 110,925.00</b>	<b>\$ 109,000.00</b>	<b>\$ 99,800.00</b>
<b><u>Field Expenses</u></b>					
General Insurance	\$ 2,750.00	\$ -	\$ 2,750.00	\$ 6,000.00	\$ 3,100.00
Irrigation	-	-	-	-	1,000.00
Landscaping Maintenance & Material	-	65,000.00	65,000.00	65,000.00	47,164.00
Landscaping Improvements - Mulch & Flowers	-	-	-	-	9,720.00
Fertilization	-	-	-	-	5,616.00
Contingency	-	-	-	-	5,473.00
Streetlights	-	-	-	-	9,792.00
<b>Total Field Expenses</b>	<b>\$ 2,750.00</b>	<b>\$ 65,000.00</b>	<b>\$ 67,750.00</b>	<b>\$ 71,000.00</b>	<b>\$ 81,865.00</b>
<b><u>Cabana &amp; Pool Expenses</u></b>					
Security	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00
Maintenance Staff	-	-	-	-	8,750.00
Contingency	-	-	-	-	5,192.00
Electric	-	-	-	-	11,083.00
Cabana Electric	-	-	-	-	1,167.00
Pool Electric	-	-	-	-	2,188.00
Cable Television	-	-	-	-	525.00
Property & Casualty	-	-	-	-	3,500.00
Equipment Repair & Maintenance	-	-	-	-	2,042.00
Pest Control	-	-	-	-	583.00
Signage & Amenities Repair	-	-	-	-	438.00
Swimming Pools	-	-	-	-	11,200.00
Pool and Cabana Water	-	-	-	-	4,667.00
<b>Total Cabana &amp; Pool Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,335.00</b>
<b>Total Expenses</b>	<b>\$ 39,426.17</b>	<b>\$ 139,248.83</b>	<b>\$ 178,675.00</b>	<b>\$ 180,000.00</b>	<b>\$ 240,000.00</b>
<b>Net Income (Loss)</b>	<b>\$ 20,023.83</b>	<b>\$ (20,023.83)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Holly Hill Road East CDD  
Proposed FY 2018-2019 O&M Assessments

<u>Development Phase</u>	<u>Lot Count</u>	<u>Gross</u>				<u>Gross CDD</u>	
		<u>Net O&amp;M Assmt. per</u>	<u>Net O&amp;M Assmt. per</u>	<u>CDD O&amp;M Assmt.</u>	<u>Per Lot*</u>	<u>Bond Debt Assessment*</u>	<u>Total Gross CDD Assessment*</u>
		<u>Phase</u>	<u>Lot/Acre</u>				
Phase I	198	\$138,600	\$700.00		\$752.69	\$1,394.47	\$2,147.16
Phase I	6	\$4,200	\$700.00		\$752.69	\$1,182.97	\$1,935.66
Phase 2 (unplatted acreage)	68	\$72,200	\$1,065.84				
<b>Totals</b>		<b>\$215,000</b>					

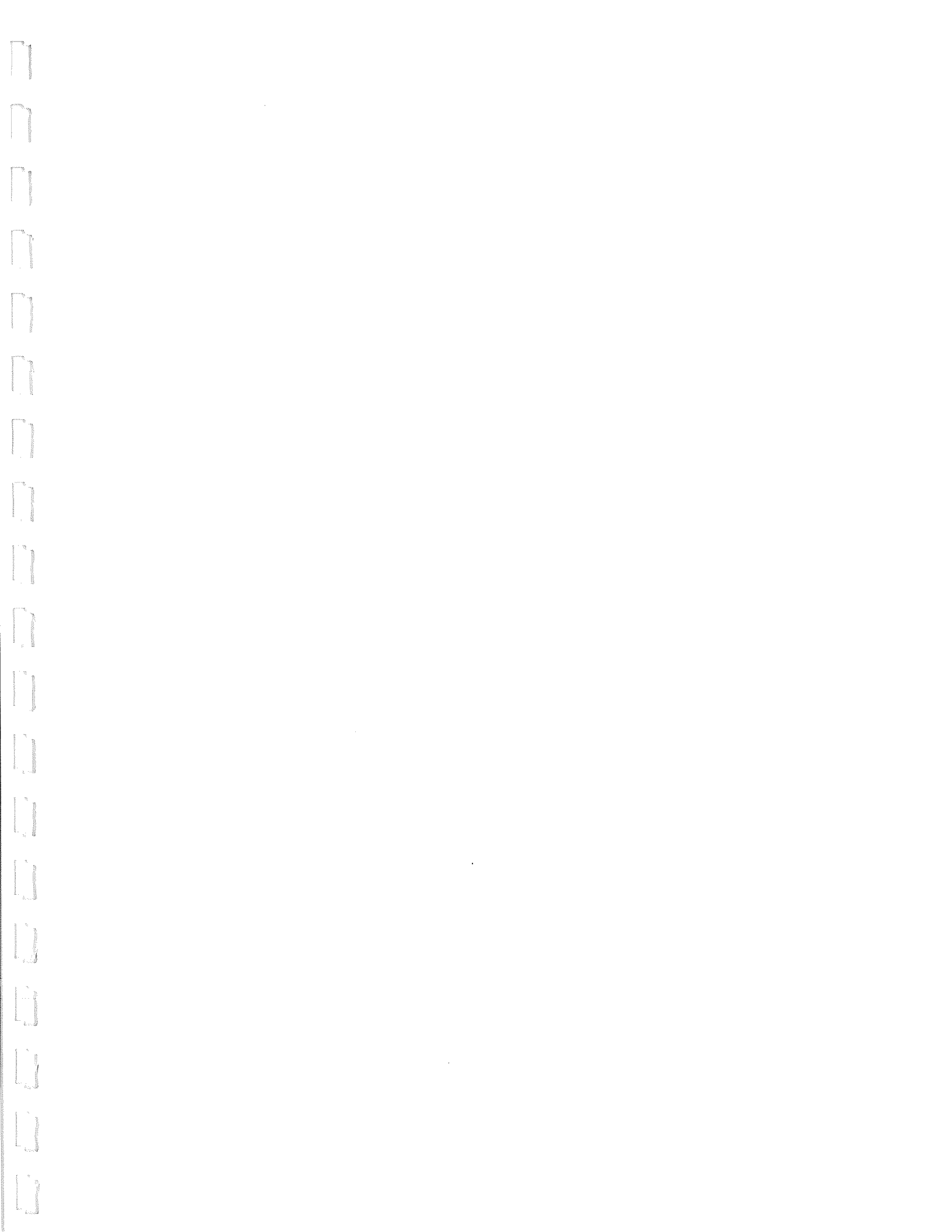
\*Gross assessments include a 8.0% gross-up to account for the fees and costs of collecting assessments on the county tax roll.

	Acreage	
272704722000040130	19.64	
272704722000040170	19.06	
272704722000040190	4.96	
	43.66	
Total Per Engineers Report	111.4	
Unplatted	67.74	

\$721.65      1134.185567

Holly Hill Road East CDD  
FY 2018-2019 Debt Service Budget  
Series 2017 Special Assessment Bonds

	FY 2018-2019 Proposed Budget
REVENUES:	
Special Assessments Series 2017	\$ 359,163.75
TOTAL REVENUES	<u>\$ 359,163.75</u>
EXPENDITURES:	
Series 2017 - Interest 11/01/2018	\$96,796.25
Series 2017 - Principal 05/01/2019	\$70,000.00
Series 2017 - Interest 05/01/2019	\$96,796.25
TOTAL EXPENDITURES	<u>\$ 263,592.50</u>
EXCESS REVENUES	<u>\$ 95,571.25</u>
Series 2017 - Interest 11/01/2019	\$ 95,571.25



**Holly Hill Road East  
Community Development District**

**Acquisition of Common Areas (Citrus Isle)**

PREPARED BY AND RETURN TO:

Jason E. Merritt, Esquire  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_\_ day of May, 2018, by **EAST TENTH, LLC**, a Florida limited liability company, whose address is 3000 Bayport Drive, Suite 745, Tampa, Florida 33607 (hereinafter called the "grantor"), in favor of **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**W I T N E S S E T H:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described in **Exhibit A** attached hereto.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

**IN WITNESS WHEREOF**, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**EAST TENTH, LLC**, a Florida limited  
liability company

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_  
Wayne Watters, Manager

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2018, by Wayne Watters, as Manager of East Tenth, LLC, a Florida limited liability company, on its behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

TRACTS A, B, C, D, E, F, G, H, J, and K, TOGETHER WITH "CITRUS ISLE LOOP", "CITRUS ISLE BOULEVARD", "CITRUS ISLE DRIVE" and "CITRUS ISLE STREET", CITRUS ISLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:  
Jason E. Merritt, Esquire  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY  
AFFIDAVIT FOR DEED**

STATE OF FLORIDA                     )  
   )  
COUNTY OF \_\_\_\_\_ )

I, Wayne Watters, on being duly sworn, state:

1. I am the Manager of EAST TENTH, LLC, a Florida limited liability company (the "Company").

2. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise.

3. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the "Property") or any interests therein.

4. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.

5. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Holly Hill Road East Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

\_\_\_\_\_  
Affiant

The foregoing was sworn and subscribed before me this \_\_\_\_\_ day of May, 2018 by  
Wayne Watters.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires:  
Serial No. \_\_\_\_\_  
Personally known \_\_\_\_\_ OR produced  
identification  
Identification produced  
\_\_\_\_\_

**Exhibit A**  
**LEGAL DESCRIPTION**

TRACTS A, B, C, D, E, F, G, H, J, and K, TOGETHER WITH "CITRUS ISLE LOOP",  
"CITRUS ISLE BOULEVARD", "CITRUS ISLE DRIVE" and "CITRUS ISLE STREET",  
CITRUS ISLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
166, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Prepared by and return to:  
**Jason E. Merritt, Esquire**  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

## **PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT**

MORTGAGOR: EAST TENTH, LLC, a Florida limited liability company

MORTGAGEE: PULTE HOME COMPANY, a Michigan limited liability company

This Partial Release of Mortgage and Security Agreement ("Partial Release") executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and deposit promissory note secured thereby.

### **RECITALS:**

A. East Tenth, LLC, a Florida limited liability company (herein referred to as the "Mortgagor"), by a Mortgage and Security Agreement dated September 18, 2017, and recorded in Official Records Book 10264, Page 228, all of the Public Records of Polk County, Florida (herein together with any and all modifications collectively the "Mortgage") granted to Pulte Home Company, a Michigan limited liability company (herein referred to as the "Mortgagee"), and its successors and assigns, a lien and security interest in and to the real and personal property (herein "Mortgaged Premises") therein more particularly described.

B. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage.

**NOW THEREFORE**, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Mortgage, more particularly described below (herein "Released Property") is hereby released, exonerated and discharged from the lien and operation of said Mortgage:

**See Exhibit A attached hereto and incorporated by reference.**

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage.

**IN WITNESS WHEREOF**, the said Mortgagee has hereunto set its hand and seal this \_\_\_\_\_ day of May, 2018.

PULTE HOME COMPANY, a Michigan  
limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Pulte Home Company, a Michigan limited liability company, on its behalf. He/She ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

**Exhibit A**

TRACTS A, B, C, D, E, F, G, H, J, and K, TOGETHER WITH "CITRUS ISLE LOOP", "CITRUS ISLE BOULEVARD", "CITRUS ISLE DRIVE" and "CITRUS ISLE STREET", CITRUS ISLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**OWNER'S AFFIDAVIT**

STATE OF FLORIDA                     )  
  )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared Wayne Watters ("Affiant") as Manager of East Tenth, LLC, a Florida limited liability company, whose address is 3000 Bayport Drive, Suite 745, Tampa, Florida 33607, who after first being duly sworn deposes and states as follows:

That Affiant knows of his own knowledge that EAST TENTH, LLC ("Owner") is the owner of the fee simple title in and to certain lands located in Polk County, Florida described as follows:

See attached **Exhibit A**

That the above described land together with all improvements thereon ("Property") is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

That there are no mechanic's or materialman's or laborer's liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.

That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

DATED: May \_\_\_\_, 2018

\_\_\_\_\_  
Wayne Watters

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of May, 2018, by Wayne Watters as Manager of East Tenth, LLC, a Florida limited liability company, on its behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**Exhibit A**

**LEGAL DESCRIPTION**

TRACTS A, B, C, D, E, F, G, H, J, and K, TOGETHER WITH "CITRUS ISLE LOOP", "CITRUS ISLE BOULEVARD", "CITRUS ISLE DRIVE" and "CITRUS ISLE STREET", CITRUS ISLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **EAST TENTH, LLC** a Florida limited liability company ("**Seller**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Holly Hill Road East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**"), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

1. Any drainage improvements or stormwater management systems, including but not limited to lakes, ponds, fountains, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets), located within the property described on **Exhibit A**;
2. Any plants, trees, timber, shrubbery, and other landscaping located within the property described on **Exhibit A**;
3. Any entry monuments and other hardscape features located within the property described on **Exhibit A**;
4. All streets, roads, and associated improvements located within the property described on **Exhibit A**.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of May \_\_\_, 2018.

Signed, sealed and delivered by:

**Witnesses**

**EAST TENTH, LLC,**  
a Florida limited liability company

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

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

Printed Name: \_\_\_\_\_

Wayne Watters  
Its Manager

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

Printed Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this day by Wayne Watters, as Manager of East Tenth, LLC, a Florida limited liability company, to me known to be the person who signed the foregoing instrument and who acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. He \_\_\_ has produced satisfactory evidence with an identification or \_\_\_ is personally known to me.

WITNESS my hand and official seal, this \_\_\_\_\_ day of May, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Commission Expiration

(SEAL)

**Exhibit A – Legal Description**

### **Exhibit A – Legal Description**

TRACTS A, B, C, D, E, F, G, H, J, and K, TOGETHER WITH “CITRUS ISLE LOOP”, “CITRUS ISLE BOULEVARD”, “CITRUS ISLE DRIVE” and “CITRUS ISLE STREET”, CITRUS ISLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:

**Jason E. Merritt, Esquire**  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS**

**THIS ASSIGNMENT OF EASEMENTS** is executed as of this \_\_\_\_\_ day of May, 2018, by **EAST TENTH, LLC**, a Florida limited liability company, whose address is 3000 Bayport Drive, Suite 745, Tampa, Florida 33607 (hereinafter called "Assignor"), in favor of **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (hereinafter called "Assignee").

**W I T N E S S E T H:**

That Assignor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the easements described on **Exhibit A** attached hereto.

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee's use of said easements.

**IN WITNESS WHEREOF**, Assignor has hereunto set its hand and seal the day and year first above written.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

Signed, sealed and delivered  
in the presence of:

**EAST TENTH, LLC, a Florida limited  
liability company**

**Witnesses:**

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Wayne Watters

Title: Manager

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2018,  
by Wayne Watters as Manager of East Tenth, LLC, Florida limited liability company, on its  
behalf.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THOSE CERTAIN DRAINAGE & ACCESS FOR MAINTENANCE EASEMENTS AS MORE PARTICULARLY DEPICTED ON THE PLAT OF CITRUS ISLE, AS RECORDED IN PLAT BOOK 166, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19



**Holly Hill Road East  
Community Development District**

**Agreement Between Creative Association Services, Inc.  
and the District for Landscape Maintenance Services**

**AGREEMENT BETWEEN CREATIVE ASSOCIATION SERVICES, INC. AND THE  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
FOR LANDSCAPE MAINTENANCE SERVICES**

**This Agreement** ("Agreement") is made and entered into this 16<sup>th</sup> day of May, 2018 (the "Date of Agreement") by and between:

**Holly Hill Road East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida, and whose mailing address is c/o Fishkind & Associates, Inc., 12051 Corporate Blvd., Orlando Florida 32817 (the "District"); and

**Creative Association Services, Inc.**, a Florida corporation, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (hereinafter "Contractor", together with District the "Parties").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by the Board of City Commissioners of the City of Davenport, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape maintenance services for those lands known as Citrus Isle within the District as further identified in this Agreement; and

**WHEREAS**, Contractor represents that it is qualified to provide landscape maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

## **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. Contractor agrees to provide such services for those areas identified in the Service Area Map attached hereto as **Exhibit B**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

**E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**F.** Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.

## **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Six Thousand One Hundred Dollars (\$6,100) per month, for an annual total of Seventy Three Thousand Two Hundred Dollars (\$73,200). Work shall commence upon the Date of Agreement set forth above and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 14 below or renewed in accordance with Section 5(B), below.

**B.** This Agreement may be renewed for two (2) additional one (1)-year terms at the prices provided in Section A of this Section 5. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.

**C.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**D.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**E.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 6. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out

of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 7. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's

limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding

upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 17. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.



**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Holly Hill Road East Community  
Development District  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** Creative Association Services, Inc.  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Lauren Oakley Schwenk

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

are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jane Gaarlandt** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT**

**THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256,  
JANEG@FISHKIND.COM, AND 12051 CORPORATE  
COULEVARD, ORLANDO, FLORIDA 32817.**

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Board of Supervisors

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

**CREATIVE ASSOCIATION SERVICES, INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

**EXHIBIT A:**  
**SERVICES**



Proposal for Landscaping, Common Areas and Entry Features Maintenance  
For the Holly Hill Road East CDD  
Citrus Isle

Creative Association Services, Inc. agrees to maintain Citrus Isle as part of the Holly Hill Road East CDD with forty-two visitations per year as follows and consistent with scope of services provided: weekly maintenance services along with weekly grass cutting services beginning April 1st thru October 31st and biweekly lawn cutting services from November 1st thru March 31st. The proposed cost for agreed upon scope of services will be: **\$73,200 per year** paid in monthly installments of **\$6,100**. An invoice will be delivered the first week of the current month's service. It is agreed that the invoice will be paid within thirty days of being submitted.

Creative Association Services, Inc. will begin maintenance upon request and will renew automatically each year and either party can furnish a thirty-day written notice of cancellation. Licenses and proof of insurance will be provided to comply with the company's requirements. Creative Association Services, Inc. can not and will not be held responsible for any plant or turf area that may die or become distressed due to weather conditions (drought, freeze, wind, insufficient irrigation, etc.).

Services Included in this contract are as follows:

1. Forty-two cuts a year
2. Irrigation checked twice a month
3. Trimming of all Hedges, Shrubs, and Ornamentals twenty-one times a year (Every other cut).
4. Spraying or hand pulling weeds in landscaping areas to maintain a neat and clean appearance.
5. Blowing off all hard surfaces affected by lawn maintenance.
6. Edging (hard surfaces-weekly, soft edges-biweekly).
7. Picking up any debris within turf or shrub area (trash, paper, limbs, etc.).
8. On-site weekly visits with property contact if needed
9. Fertilization of turf six times per year and plant material four times per year along with turf weed control every other week.

Additional services are available at an additional cost:

1. Mulch (200 yds at \$45/yd = \$9000)
2. Annual Flowers (200 4" plants at \$2/plant = \$400)
3. Granular and liquid fertilization, insecticide and fungicide of Bahia turf and plant material four times per year, along with turf weed control every other week. \$5,436 – billed \$1,359.00 quarterly at time of service. \_\_\_\_\_(initial)
4. Sprinkler repairs that are associated with damage not caused by Creative Association Services will be billed at \$60/hour plus any applicable materials.

Both parties agree to above terms:

\_\_\_\_\_  
Creative Association Services, Inc

\_\_\_\_\_  
Holly Hill Road East CDD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B:**  
**SERVICE AREA MAP**





**Holly Hill Road East  
Community Development District**

**Danielle Fencing Mfg. Co.  
Agreement for Installation of Fencing**

**AGREEMENT BETWEEN HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT  
AND DANIELLE FENCING MFG. CO.  
REGARDING INSTALLATION FENCING**

**This Agreement** ("Agreement") is made and entered into this 17 day of April, 2018, by and between:

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and having a mailing address of 12051 Corporate Boulevard, Orlando, Florida (the "District"); and

Danielle Fencing Mfg. Co. , a Florida corporation, whose address is 4855 State Road 60 West Mulberry, FL 33860 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District intends to install fencing on certain property located within the District known as Citrus Isle (the "District Property"); and

**WHEREAS**, the District desires to retain an independent contractor to provide construction services for the installation of fencing as more specifically set forth in Contractor's Proposal, dated April 17, 2018, attached hereto as **Exhibit A** and hereby incorporated by reference herein (the "Services"); and

**WHEREAS**, Contractor represents that it is qualified to provide such Services to the District; and

**WHEREAS**, the District and Contractor (the "Parties") warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

## **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The Contractor agrees to provide the labor, materials and services necessary for the Services as described herein and in the attached **Exhibit A**.
- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District Property, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION.** In exchange for providing the Services, the District shall pay the Contractor an amount equal to \$39,451.00 (Thirty-nine thousand four hundred fifty-one dollars and No Cents) in accordance with **Exhibit A**.

- A.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.
- B.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of three (3) years after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

**SECTION 6. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000

Automobile Liability (if applicable)  
*Bodily Injury and Property Damage*

\$2,000,000

- B.** Contractor shall name the District, landowner, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:**

Holly Hill Road East Community  
Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:**

Danielle Fencing MFG. Co.  
4855 State Road 60 West  
Mulberry, FL 33860  
Attn: Stephanie Warren

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

**SECTION 14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

**SECTION 18. INDEMNIFICATION.**

**A.** Contractor, its employees, agents, representatives and subcontractors shall defend,

hold harmless and indemnify the District and its supervisors, landowner, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), *Florida Statutes*, the Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of the Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.



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

**Witness:**

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
District Manager

**Witness:**

\_\_\_\_\_  
Signature of Witness

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

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

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

**Exhibit A:** Contractor's Proposal dated April 17, 2018

**EXHBIT A**  
**Contractor's Proposal**



April 17, 2018

East 10<sup>th</sup> LLC  
c/o Holly Hill Road East CDD  
Joe McClaren  
12051 Corporate Boulevard  
Orlando, FL 32817

Job Site: Citrus Isle  
Perimeter Fence & Lots 41 thru 51  
Davenport, FL

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Proposal for your review.

**Total Estimate: \$39,451.00**

- Install 1960' of 72" tall Almond Lakeland ® BGM Style PVC Fence
  - With 5" x 5" x 9' Post
  - Concrete Around Each Post
- 1, Permit Fee

*Price includes tax, materials and installation. Price is based on a clear fence line. Prior to finalizing contract a site inspection is required along with deposit as listed below.*

*1<sup>st</sup> payment / deposit \$11,600.00 and remaining balance due upon completion.*

**Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_sw/MG

Headquarters, Showroom and Facility  
4655 State Road 60 West  
Mulberry, Florida 33960  
Hillsborough County 813.651.8181 / Fax 813.676.1169  
Polk County 861.425.3182 / Fax 861.425.5570  
Toll Free 800.255.6794

[www.daniellefence.com](http://www.daniellefence.com)



**Holly Hill Road East  
Community Development District**

**Danielle Fence Proposal for Installation of Walk Gate**

**AGREEMENT BETWEEN HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT  
AND DANIELLE FENCING MFG. CO.  
REGARDING INSTALLATION OF A GATE**

This Agreement ("Agreement") is made and entered into this 8<sup>th</sup> day of May, 2018, by and between:

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and having a mailing address of 12051 Corporate Boulevard, Orlando, Florida (the "District"); and

Danielle Fencing Mfg. Co., a Florida corporation, whose address is 4855 State Road 60 West Mulberry, Fl 33860 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District intends to install a gate on certain property located within the District known as Citrus Isle (the "District Property"); and

**WHEREAS**, the District desires to retain an independent contractor to provide construction services for the installation of a gate as more specifically set forth in Contractor's Proposal, dated May 8, 2018, attached hereto as **Exhibit A** and hereby incorporated by reference herein (the "Services"); and

**WHEREAS**, Contractor represents that it is qualified to provide such Services to the District; and

**WHEREAS**, the District and Contractor (the "Parties") warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

## **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The Contractor agrees to provide the labor, materials and services necessary for the Services as described herein and in the attached **Exhibit A**.
- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District Property, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION.** In exchange for providing the Services, the District shall pay the Contractor an amount equal to \$1,142.00 (One thousand one hundred forty-two dollars and No Cents) in accordance with **Exhibit A**.

- A.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.
- B.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of three (3) years after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

**SECTION 6. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000



Automobile Liability (if applicable)  
*Bodily Injury and Property Damage*

\$2,000,000

- B. Contractor shall name the District, landowner, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:**

Holly Hill Road East Community  
Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:**

Danielle Fencing Mfg. Co.  
4855 State Road 60 West  
Mulberry, FL 33860  
Attn: Jennifer Rivenbark

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

**SECTION 14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

**SECTION 18. INDEMNIFICATION.**

**A.** Contractor, its employees, agents, representatives and subcontractors shall defend,

hold harmless and indemnify the District and its supervisors, landowner, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), *Florida Statutes*, the Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of the Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

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

**Witness:**

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
District Manager

**Witness:**

\_\_\_\_\_  
Signature of Witness

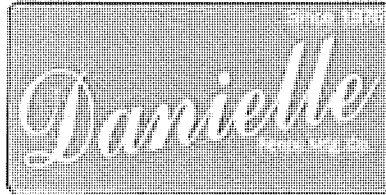
By: \_\_\_\_\_

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

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

**Exhibit A:** Contractor's Proposal dated May 8, 2018

**EXHIBIT A**  
**Contractor's Proposal**



May 8, 2018

East 10<sup>th</sup> LLC  
c/o Holly Hill Road East CDD  
Keaton Alexander  
12051 Corporate Boulevard  
Orlando, FL 32817

Job Site: Cirtus Isle  
Add Gate – south of Lot 80  
Davenport, FL

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Proposal for your review.

**Total Estimate: \$1,142.00**

- Install 1, 72" x 60" Almond Lakeland ® Walk Gate into existing fence line

*Price includes tax, materials and installation*

**Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_jenn/MG



Since 1976

**Danielle**  
OutdoorLiving.com  
Come Alive Outside

www.DanielleFence.com



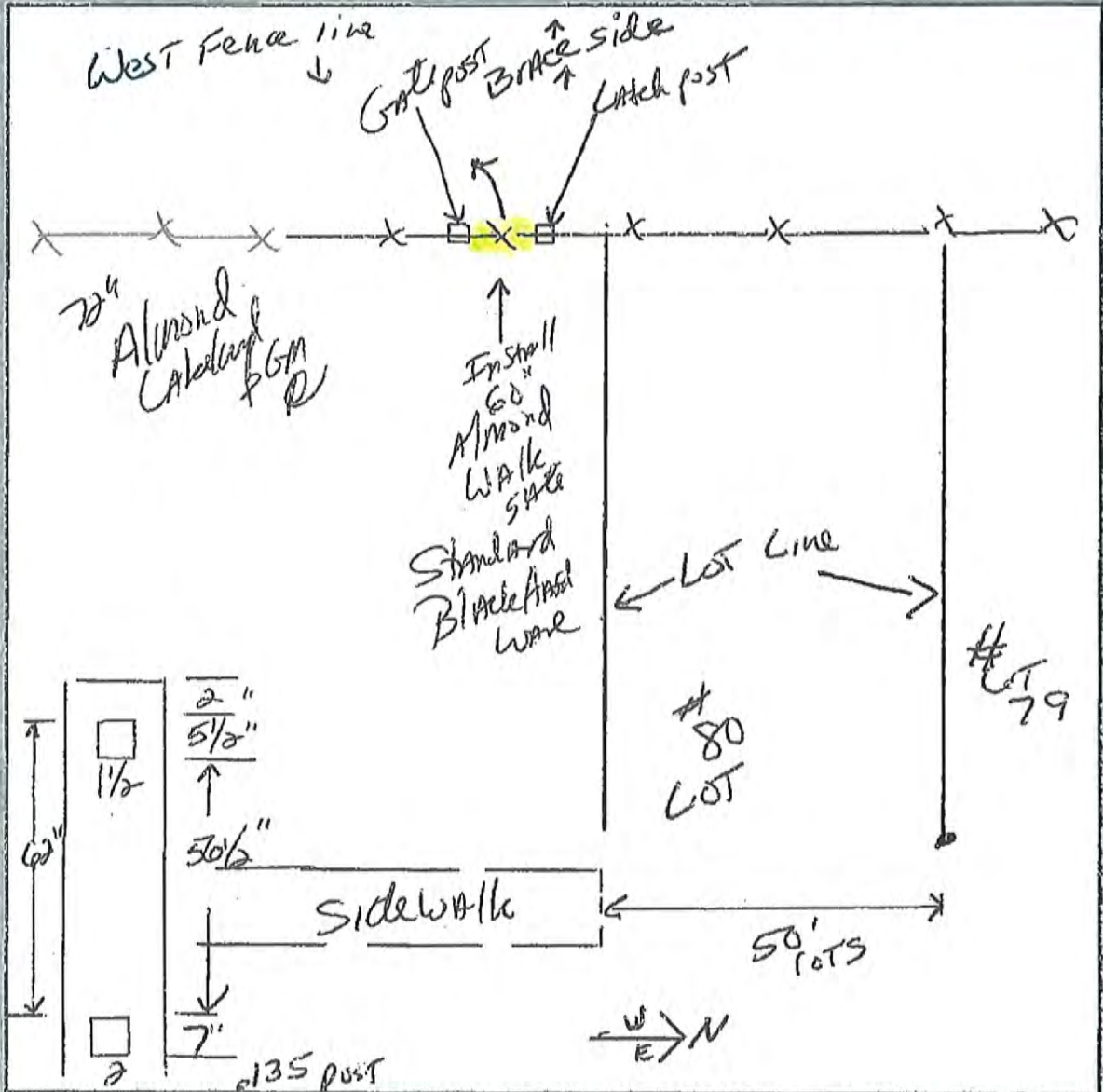
Name:	Holly Hill RD EAST CDD	Date:	5/7/18
Jobsite Address:	Lot 80, Citrus Isle Cp.	Sales Rep:	J. Miller
City, State, Zip:	Davenport FL - 33837		
Subdivision:	CITRUS Isle	Cross Street:	Davenport Rd
Contact:	Kenton Alexander	Phone:	803-528-2024

	YES	NO
MULTIPLE FENCE STYLES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SEPTIC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DRAINFIELD	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
POOL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SCREENED	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TREES / BUSHES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ROOTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SETBACKS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
WALL MOUNTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CORNER LOT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CROSS ST. NOTED	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BUILDINGS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SHEDS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
COLUMNS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
EXISTING FENCE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TEAR DOWN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Aluminum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PVC	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chainlink	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SLOPE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fence	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gate	<input type="checkbox"/>	<input checked="" type="checkbox"/>

GATES	
SINGLE	<input checked="" type="checkbox"/>
DOUBLE	<input checked="" type="checkbox"/>
SWING DIRECTION	<input checked="" type="checkbox"/>
SLOPE	<input checked="" type="checkbox"/>
DROP ROD LOCATION	<input checked="" type="checkbox"/>
POST LOCATION	<input checked="" type="checkbox"/>

UTILITIES	
A/C	<input checked="" type="checkbox"/>
POOL PUMP	<input checked="" type="checkbox"/>
ELECTRIC METER	<input checked="" type="checkbox"/>

APPROVALS	
PRIVATE UTILITIES	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
NOC REQ'D (OVER \$2,500)	<input checked="" type="checkbox"/>
HOA OR POA	<input checked="" type="checkbox"/>
DANIELLE	<input type="checkbox"/>
HOMEOWNER	<input type="checkbox"/>
Begin without Approval	<input type="checkbox"/>
Wait for Approval	<input type="checkbox"/>

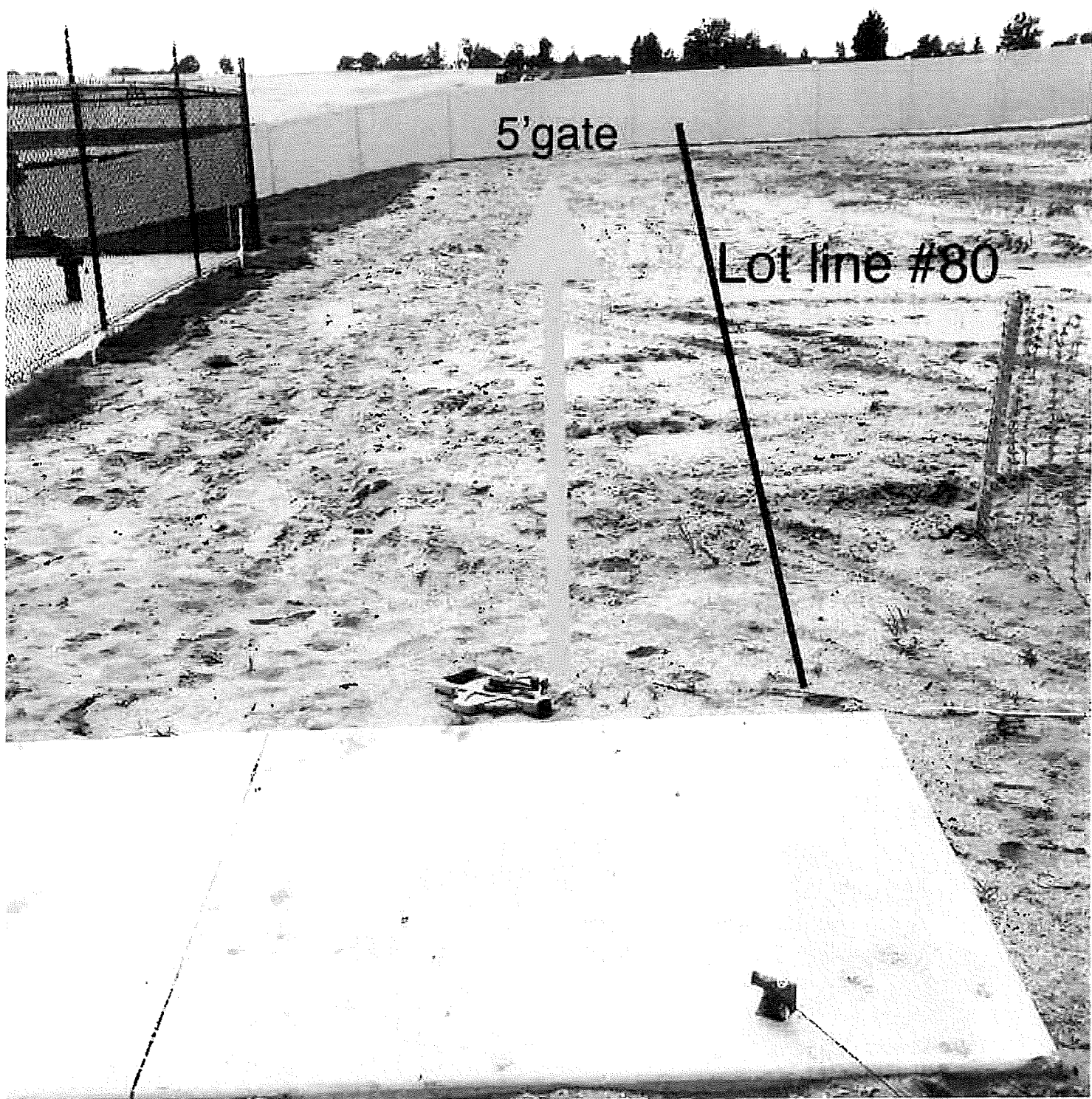


X-X-X-X	Existing Fence	⊙	Sprinkler Head	○	Bushes	○	Trees	○	Pool	□	Screened Pool	▬	Concrete	□	Utility Box	▬	Drainfield	▬	Slope	□	AC	Unit	⊙	WS	Water Spicket	⊙	WM	Wall Mount	⊙	M	Electric Meter	⊙	PP	Pool Pump
---------	----------------	---	----------------	---	--------	---	-------	---	------	---	---------------	---	----------	---	-------------	---	------------	---	-------	---	----	------	---	----	---------------	---	----	------------	---	---	----------------	---	----	-----------

**MATERIALS:** 72" x 60" Almond walk gate straight top  
new gate + latch post into fence line

**NOTES:** Install Gate Do not encroach into Lot 80





5'gate

Lot line #80



**Holly Hill Road East  
Community Development District**

**Payment Authorization No. 26 – 29**

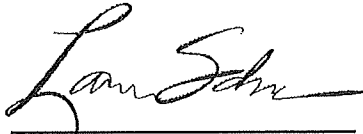
**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 026**

4/13/2018

Item No.	Vendor	Invoice Number	General Fund
1	<b>Business Observer</b> Legal Advertising 04/06/2018	18-00563K	\$ 46.75

**TOTAL      \$      46.75**



Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED APR 14 2018

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 18-00563K

Date 04/06/2018

RECEIVED APR 09 2018

Attn:  
Fishkind & Associates, Inc.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 18-00563K

\$46.75

### Notice of Board of Supervisors' Meeting

RE: Holly Hill Road East Community Development District

Published: 4/6/2018

### Important Message

Paid  
Total

()

\$46.75

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
941-906-9386 x322

## INVOICE

### Legal Advertising

Holly Hill Road East Community  
Development District  
Notice of

#### Board of Supervisors' Meeting

The Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will hold a meeting on Wednesday, April 18, 2018 at 10:45 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 362-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

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

District Manager

April 6, 2018

18-00563K

**Payment is expected within 30 days of the first publication date of your notice.**

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

#### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 027**

4/20/2018

Item No.	Vendor	Invoice Number	General Fund
1	<b>Fishkind &amp; Associates</b> DM Fee & Reimbursables: April 2018	22492	\$ 1,882.26
2	<b>Supervisor Fees - 04/18/2018 Meeting</b>		
	Rennie Heath	--	\$ 200.00
	Scott Shapiro	--	\$ 200.00
	Lauren Schwenk	--	\$ 200.00
	John Mazuchowski	--	\$ 200.00

**TOTAL      \$ 2,682.26**



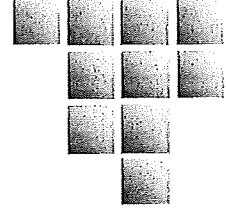
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED APR 21 2018

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

**FISHKIND**  
& ASSOCIATES



## Invoice

Invoice #:	22492
4/11/2018	

Holly Hill Road East CDD  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd  
Orlando, FL 32817

RECEIVED APR 13 2018

File: HollyHillRoadEastCDD

Holly Hill Road East

Services:	Amount
District Management Fee: April 2018	1,666.67
Website Fee	125.00
Postage	2.82
Copies	78.00
UPS	9.77

Please include the invoice  
number on your remittance  
and submit to:

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$1,882.26

RECEIVED APR 13 2018



## Account Summary Report

Date Range: March 1, 2018 to March 31st, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Holly Hill Road East CDD		6	\$2.820
Grand Total			\$2.820

Copy Count

Account: Holly Hill

Amount of Copies: 520

Total \$: 18.00

Month: March

Invoice No 1803075430  
 Invoice Date 03/21/2018  
 Account No W203899987/1Y9R28  
 Account FISHKIND & ASSOCIATES



Invoice Detail

Billing				List Price	Discount Price
UPS No: 1Z1Y9R281399974458	Shipper	Receiver	Freight	68.64	54.91
Pickup Date 03/13/2018	FISHKIND & ASSOCIATES	U.S. BANK, N.A.-CDD	Fuel Surcharge	4.64	3.71
Service Level Next Day Air Saver	12051 CORPORATE BLVD	EP-MN-01LB			
Weight 1 lb	ORLANDO	1200 ENERGY PARK DRIVE			
Zone 136	FL 32817	SAINT PAUL			
Payer Shipper	JENNIFER GLASGOW	MN 55108			
Bill Reference: Greenway, HM, HH, MC, Silver & Blk				Total	73.28
Greenway, HM, HH, MC, Silver & Blk				Sub Total	58.62
1 count					

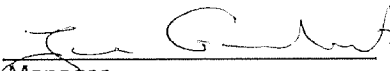
9.77

## Holly Hill Road East Community Development District

Date of Meeting: April 18, 2018

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x (p)</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. John Mazuchowski	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u></u>	<u>\$0</u>
		<u>\$800</u>

Approved For Payment:

  
Manager

4/18/18  
Date

RECEIVED APR 19 2018

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 028

4/27/2018

Item No.	Vendor	Invoice Number	General Fund
1	<b>Business Observer</b> Legal Ads on 04/20/2018 and 04/27/2018	18-00648K	\$ 1,160.26
2	<b>Hopping Green &amp; Sams</b> General Counsel Through 03/31/2018	99861	\$ 3,498.75

TOTAL      \$ 4,659.01

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED APR 27 2018

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 18-00648K

Date 04/20/2018

RECEIVED APR 23 2018

**Attn:**  
Fishkind & Associates, Inc.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 18-00648K	\$1,160.26
<b>Notice of Public Hearing to Consider Imposition of Special Assessments and Adoption of Assessment Roll</b> <b>RE:</b> Holly Hill Road East Community Development District <b>Published:</b> 4/20/2018, 4/27/2018	

### Important Message

Paid ()

**Total \$1,160.26**

**Payment is expected within 30 days of the first publication date of your notice.**

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

FIRST INSERTION

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT. The Holly Hill Road East Community Development District Board of Supervisors ("Board") will hold public hearings on Wednesday, May 16, 2018 at 10:15 a.m. at 210 East Central Avenue, Winter Haven, FL 33890, to consider the adoption of an assessment roll, the imposition of special assessments to secure payment of bonds on bonded land within the Holly Hill Road East Community Development District ("District"), a depiction of which land to be assessed is shown below, and to provide for the levy, collection and enforcement of the special assessments. The area to be improved is depicted below and is in the District's Amended and Restated Master Engineer's Report, dated March 21, 2018 (the "Improvement Plan"). The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. A description of the property to be assessed and the amount to be assessed for each piece or parcel of property may be ascertained at the office of the District's Board Office located at 210 East Central Avenue, Winter Haven, FL 33890 or by calling Jose Guadalupe at 888.292.2326 or emailing jguadalupe@hollhill.com.

The District is a unit of special purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvement ("improvements") are currently expected to include, but are not limited to, roads, water sewer systems, utilities, irrigation, drainage, recreational facilities, and other improvements, all as more specifically described in the Improvement Plan, on file and available during normal business hours at the address provided above.

The District intends to impose assessments on bonded lands within the District in the manner set forth in the District's Amended and Restated Master Engineer's Report, dated March 21, 2018 (the "Assessment Report"), which is on file and available during normal business hours at the address provided above. The Assessment Report identifies the assessment per parcel for each land use category that is currently expected to be assessed. The final methods of calculating assessments for the improvements to be funded by the District will be determined in an appeal assessment per acre basis. Once planning has begun, the assessment will be levied to the assessed properties based on the benefits they receive. The methodology is explained in more detail in the Assessment Report. Also, as described in the Assessment Report, the District's assessments will be levied against all assessable lands within the District. Please consult the Assessment Report for more details.

The annual special assessment levied against each parcel will be based on payment over a maximum of thirty (30) years for the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$173,750,000 in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement.

Discounts for early payment and interest. The proposed initial annual schedule of assessments is as follows:

27270721500001010	1.8	\$718,252	\$61,701
27270721500001020	1.8	\$718,252	\$61,701
27270721500001030	1.75	\$718,147	\$61,662
27270721500001040	1.75	\$718,147	\$61,662
27270721500001050	1.77	\$724,600	\$61,719
27270721500001060	1.77	\$724,600	\$61,719
27270721500001070	1.82	\$734,496	\$63,080
27270721500001080	1.82	\$734,496	\$63,080
27270721500001090	1.8	\$718,147	\$61,662
27270721500001100	1.81	\$729,372	\$62,704
27270721500001110	1.81	\$729,372	\$62,704
27270721500001120	1.64	\$724,600	\$61,719
27270721500001130	1.64	\$724,600	\$61,719
27270721500001140	1.64	\$724,600	\$61,719
27270721500001150	1.64	\$724,600	\$61,719
27270721500001160	1.64	\$724,600	\$61,719
27270721500001170	1.64	\$724,600	\$61,719
27270721500001180	1.64	\$724,600	\$61,719
27270721500001190	1.64	\$724,600	\$61,719
27270721500001200	1.64	\$724,600	\$61,719
27270721500001210	1.64	\$724,600	\$61,719
27270721500001220	1.64	\$724,600	\$61,719
27270721500001230	1.64	\$724,600	\$61,719
27270721500001240	1.64	\$724,600	\$61,719
27270721500001250	1.64	\$724,600	\$61,719
27270721500001260	1.64	\$724,600	\$61,719
27270721500001270	1.64	\$724,600	\$61,719
27270721500001280	1.64	\$724,600	\$61,719
27270721500001290	1.64	\$724,600	\$61,719
27270721500001300	1.64	\$724,600	\$61,719
27270721500001310	1.64	\$724,600	\$61,719
27270721500001320	1.64	\$724,600	\$61,719
27270721500001330	1.64	\$724,600	\$61,719
27270721500001340	1.64	\$724,600	\$61,719
27270721500001350	1.64	\$724,600	\$61,719
27270721500001360	1.64	\$724,600	\$61,719
27270721500001370	1.64	\$724,600	\$61,719
27270721500001380	1.64	\$724,600	\$61,719
27270721500001390	1.64	\$724,600	\$61,719
27270721500001400	1.64	\$724,600	\$61,719
27270721500001410	1.64	\$724,600	\$61,719
27270721500001420	1.64	\$724,600	\$61,719
27270721500001430	1.64	\$724,600	\$61,719
27270721500001440	1.64	\$724,600	\$61,719
27270721500001450	1.64	\$724,600	\$61,719
27270721500001460	1.64	\$724,600	\$61,719
27270721500001470	1.64	\$724,600	\$61,719
27270721500001480	1.64	\$724,600	\$61,719
27270721500001490	1.64	\$724,600	\$61,719
27270721500001500	1.64	\$724,600	\$61,719
27270721500001510	1.64	\$724,600	\$61,719
27270721500001520	1.64	\$724,600	\$61,719
27270721500001530	1.64	\$724,600	\$61,719
27270721500001540	1.64	\$724,600	\$61,719
27270721500001550	1.64	\$724,600	\$61,719
27270721500001560	1.64	\$724,600	\$61,719
27270721500001570	1.64	\$724,600	\$61,719
27270721500001580	1.64	\$724,600	\$61,719
27270721500001590	1.64	\$724,600	\$61,719
27270721500001600	1.64	\$724,600	\$61,719
27270721500001610	1.64	\$724,600	\$61,719
27270721500001620	1.64	\$724,600	\$61,719
27270721500001630	1.64	\$724,600	\$61,719
27270721500001640	1.64	\$724,600	\$61,719
27270721500001650	1.64	\$724,600	\$61,719
27270721500001660	1.64	\$724,600	\$61,719
27270721500001670	1.64	\$724,600	\$61,719
27270721500001680	1.64	\$724,600	\$61,719
27270721500001690	1.64	\$724,600	\$61,719
27270721500001700	1.64	\$724,600	\$61,719
27270721500001710	1.64	\$724,600	\$61,719
27270721500001720	1.64	\$724,600	\$61,719
27270721500001730	1.64	\$724,600	\$61,719
27270721500001740	1.64	\$724,600	\$61,719
27270721500001750	1.64	\$724,600	\$61,719
27270721500001760	1.64	\$724,600	\$61,719
27270721500001770	1.64	\$724,600	\$61,719
27270721500001780	1.64	\$724,600	\$61,719
27270721500001790	1.64	\$724,600	\$61,719
27270721500001800	1.64	\$724,600	\$61,719
27270721500001810	1.64	\$724,600	\$61,719
27270721500001820	1.64	\$724,600	\$61,719
27270721500001830	1.64	\$724,600	\$61,719
27270721500001840	1.64	\$724,600	\$61,719
27270721500001850	1.64	\$724,600	\$61,719
27270721500001860	1.64	\$724,600	\$61,719
27270721500001870	1.64	\$724,600	\$61,719
27270721500001880	1.64	\$724,600	\$61,719
27270721500001890	1.64	\$724,600	\$61,719
27270721500001900	1.64	\$724,600	\$61,719
27270721500001910	1.64	\$724,600	\$61,719
27270721500001920	1.64	\$724,600	\$61,719
27270721500001930	1.64	\$724,600	\$61,719
27270721500001940	1.64	\$724,600	\$61,719
27270721500001950	1.64	\$724,600	\$61,719
27270721500001960	1.64	\$724,600	\$61,719
27270721500001970	1.64	\$724,600	\$61,719
27270721500001980	1.64	\$724,600	\$61,719
27270721500001990	1.64	\$724,600	\$61,719
27270721500002000	1.64	\$724,600	\$61,719
27270721500002010	1.64	\$724,600	\$61,719
27270721500002020	1.64	\$724,600	\$61,719
27270721500002030	1.64	\$724,600	\$61,719
27270721500002040	1.64	\$724,600	\$61,719
27270721500002050	1.64	\$724,600	\$61,719
27270721500002060	1.64	\$724,600	\$61,719
27270721500002070	1.64	\$724,600	\$61,719
27270721500002080	1.64	\$724,600	\$61,719
27270721500002090	1.64	\$724,600	\$61,719
27270721500002100	1.64	\$724,600	\$61,719
27270721500002110	1.64	\$724,600	\$61,719
27270721500002120	1.64	\$724,600	\$61,719
27270721500002130	1.64	\$724,600	\$61,719
27270721500002140	1.64	\$724,600	\$61,719
27270721500002150	1.64	\$724,600	\$61,719
27270721500002160	1.64	\$724,600	\$61,719
27270721500002170	1.64	\$724,600	\$61,719
27270721500002180	1.64	\$724,600	\$61,719
27270721500002190	1.64	\$724,600	\$61,719
27270721500002200	1.64	\$724,600	\$61,719
27270721500002210	1.64	\$724,600	\$61,719
27270721500002220	1.64	\$724,600	\$61,719
27270721500002230	1.64	\$724,600	\$61,719
27270721500002240	1.64	\$724,600	\$61,719
27270721500002250	1.64	\$724,600	\$61,719
27270721500002260	1.64	\$724,600	\$61,719
27270721500002270	1.64	\$724,600	\$61,719
27270721500002280	1.64	\$724,600	\$61,719
27270721500002290	1.64	\$724,600	\$61,719
27270721500002300	1.64	\$724,600	\$61,719
27270721500002310	1.64	\$724,600	\$61,719
27270721500002320	1.64	\$724,600	\$61,719
27270721500002330	1.64	\$724,600	\$61,719
27270721500002340	1.64	\$724,600	\$61,719
27270721500002350	1.64	\$724,600	\$61,719
27270721500002360	1.64	\$724,600	\$61,719
27270721500002370	1.64	\$724,600	\$61,719
27270721500002380	1.64	\$724,600	\$61,719
27270721500002390	1.64	\$724,600	\$61,719
27270721500002400	1.64	\$724,600	\$61,719
27270721500002410	1.64	\$724,600	\$61,719
27270721500002420	1.64	\$724,600	\$61,719
27270721500002430	1.64	\$724,600	\$61,719
27270721500002440	1.64	\$724,600	\$61,719
27270721500002450	1.64	\$724,600	\$61,719
27270721500002460	1.64	\$724,600	\$61,719
27270721500002470	1.64	\$724,600	\$61,719
27270721500002480	1.64	\$724,600	\$61,719
27270721500002490	1.64	\$724,600	\$61,719
27270721500002500	1.64	\$724,600	\$61,719
27270721500002510	1.64	\$724,600	\$61,719
27270721500002520	1.64	\$724,600	\$61,719
27270721500002530	1.64	\$724,600	\$61,719
27270721500002540	1.64	\$724,600	\$61,719
27270721500002550	1.64	\$724,600	\$61,719
27270721500002560	1.64	\$724,600	\$61,719
27270721500002570	1.64	\$724,600	\$61,719
27270721500002580	1.64	\$724,600	\$61,719
27270721500002590	1.64	\$724,600	\$61,719
27270721500002600	1.64	\$724,600	\$61,719
27270721500002610	1.64	\$724,600	\$61,719
27270721500002620	1.64	\$724,600	\$61,719
27270721500002630	1.64	\$724,600	\$61,719
27270721500002640	1.64	\$724,600	\$61,719
27270721500002650	1.64	\$724,600	\$61,719
27270721500002660	1.64	\$724,600	\$61,719
27270721500002670	1.64	\$724,600	\$61,719
27270721500002680	1.64	\$724,600	\$61,719
27270721500002690	1.64	\$724,600	\$61,719
27270721500002700	1.64	\$724,600	\$61,719
27270721500002710	1.64	\$724,600	\$61,719
27270721500002720	1.64	\$724,600	\$61,719
27270721500002730	1.64	\$724,600	\$61,719
27270721500002740	1.64	\$724,600	\$61,719
27270721500002750	1.64	\$724,600	\$61,719
27270721500002760	1.64	\$724,600	\$61,719
27270721500002770	1.64	\$724,600	\$61,719
27270721500002780	1.64	\$724,600	\$61,719
27270721500002790	1.64	\$724,600	\$61,719
27270721500002800	1.64	\$724,600	\$61,719
27270721500002810	1.64	\$724,600	\$61,719
27270721500002820	1.64	\$724,600	\$61,719
27270721500002830	1.64	\$724,600	\$61,719
27270721500002840	1.64	\$724,600	\$61,719
27270721500002850	1.64	\$724,600	\$61,719
27270721500002860	1.64	\$724,600	\$61,719
27270721500002870	1.64	\$724,600	\$61,719
27270721500002880	1.64	\$724,600	\$61,719
27270721500002890	1.64	\$724,600	\$61,719
27270721500002900	1.64	\$724,600	\$61,719
27270721500002910	1.64	\$724,600	\$61,719
27270721500002920	1.64	\$724,600	\$61,719
27270721500002930	1.64	\$724,600	\$61,719
27270721500002940	1.64	\$724,600	\$61,719
27270721500002950	1.64	\$724,600	\$61,719
27270721500002960	1.64	\$724,600	\$61,719
27270721500002970	1.64	\$724,600	\$61,719
27270721500002980	1.64	\$724,600	\$61,719
27270721500002990	1.64	\$724,600	\$61,719
27270721500003000	1.64	\$724,600	\$61,719
27270721500003010	1.64	\$724,600	\$61,719
27270721500003020	1.64	\$724,600	\$61,719
27270721500003030	1.64	\$724,600	\$61,719
27270721500003040	1.64	\$724,600	\$61,719
27270721500003050	1.64	\$724,600	\$61,719
27270721500003060	1.64	\$724,600	\$61,719
27270721500003070	1.64	\$724,600	\$61,719
27270721500003080	1.64	\$724,600	\$61,719
27270721500003090	1.64	\$724,600	\$61,719
27270721500003100	1.64	\$724,600	\$61,719
27270721500003110	1.64	\$724,600	\$61,719
27270721500003120	1.64	\$724,600	\$61,719
27270721500003130	1.64	\$724,600	\$61,719
27270721500003140	1.64</		

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

RECEIVED APR 27 2018

===== STATEMENT =====

April 25, 2018

Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Blvd.  
Orlando, FL 32817

Bill Number 99861  
Billed through 03/31/2018

## General Counsel/Monthly Meeting

HHECDD 00001 RVW

### FOR PROFESSIONAL SERVICES RENDERED

03/01/18	SSW	Prepare for and attend development status conference all.	0.60 hrs
03/08/18	SSW	Prepare for and attend development status conference call.	0.30 hrs
03/12/18	SSW	Confer with Gaarlandt regarding meeting agenda items.	0.30 hrs
03/12/18	AHJ	Prepare resolution setting hearing on uniform method of collection, 170.03 and 170.07 assessment resolutions; confer with Gaarlandt regarding same; prepare notice of establishment; confer with Plenzler and Wood regarding amendments to master engineer's report and master methodology report.	1.70 hrs
03/13/18	SSW	Prepare comments to draft meeting minutes and agenda; prepare comments to amended and restated engineer's report; confer with Rowan regarding same.	0.90 hrs
03/13/18	AHJ	Confer with Rowan regarding amended and restated engineer's report; prepare agenda items.	1.00 hrs
03/14/18	RVW	Confer with LaRocco regarding revised boundary of district.	0.20 hrs
03/14/18	SSW	Prepare resolutions declaring assessments, setting public hearing, and setting public hearing on uniform method for expansion area; confer with Plenzler and Rowan regarding amended and restated reports regarding expansion area; prepare comments to amended and restated assessment methodology.	1.90 hrs
03/15/18	SSW	Prepare for and attend development status conference call.	0.30 hrs
03/15/18	AHJ	Transmit to Polk County supervisor of elections ordinance establishing district, ordinance expanding boundaries of district, and boundary map.	0.30 hrs
03/16/18	SSW	Follow-up with Rowan regarding revisions to amended and restated master engineer's report; prepare notice of boundary amendment; confer with Gaarlandt regarding same.	0.90 hrs
03/20/18	RVW	Travel to board meeting.	1.20 hrs
03/20/18	SSW	Prepare comments to revised amended and restated assessment methodology report; prepare for meeting.	1.10 hrs



=====

03/21/18	RVW	Prepare for and attend board meeting.	3.10 hrs
03/27/18	AHJ	Prepare updates to district file regarding executed 170.03 and 170.07 assessment resolutions; confer with Gaarlandt and Allende regarding executed notice of boundary amendment.	0.30 hrs
03/29/18	SSW	Prepare for and attend development status conference call.	0.30 hrs
Total fees for this matter			\$3,424.50

**DISBURSEMENTS**

Document Reproduction	66.00
Conference Calls	8.25
Total disbursements for this matter	\$74.25

**MATTER SUMMARY**

Jaskolski, Amy H. - Paralegal	3.30 hrs	125 /hr	\$412.50
Van Wyk, Roy	4.50 hrs	310 /hr	\$1,395.00
Warren, Sarah S.	6.60 hrs	245 /hr	\$1,617.00

TOTAL FEES	\$3,424.50
TOTAL DISBURSEMENTS	\$74.25

**TOTAL CHARGES FOR THIS MATTER** **\$3,498.75**

**BILLING SUMMARY**

Jaskolski, Amy H. - Paralegal	3.30 hrs	125 /hr	\$412.50
Van Wyk, Roy	4.50 hrs	310 /hr	\$1,395.00
Warren, Sarah S.	6.60 hrs	245 /hr	\$1,617.00

TOTAL FEES	\$3,424.50
TOTAL DISBURSEMENTS	\$74.25

**TOTAL CHARGES FOR THIS BILL** **\$3,498.75**

**Please include the bill number on your check.**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 029

5/4/2018

Item No.	Vendor	Invoice Number	General Fund
1	Dennis Wood Engineering Engineering Services Through 04/01/2018	2048	\$ 1,207.50
2	Duke Energy Acct: 97939 61028 ; Deposit	--	\$ 240.00
	Acct: 57840 25499 ; Deposit	--	\$ 240.00

TOTAL      \$ 1,687.50

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED MAY 04 2018

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101  
Lakeland, Fl 33801

# Invoice

Date	Invoice #
4/6/2018	2048

Bill To
Rennie Heath Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880

RECEIVED MAY 04 2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Principal Engineer 2-26-18	125.00	125.00
0.5	Principal Engineer 3-8-18	125.00	62.50
1.5	Administrative Assistant 3-12-18	55.00	82.50
0.5	Principal Engineer 3-13-18	125.00	62.50
1.5	Principal Engineer 3-16-18	125.00	187.50
2	Principal Engineer 3-19-18	125.00	250.00
1	Principal Engineer 3-20-18	125.00	125.00
1.5	Principal Engineer 3-21-18	125.00	187.50
0.5	Principal Engineer 3-27-18	125.00	62.50
0.5	Principal Engineer 3-29-18	125.00	62.50
RA 1702			
Holly Hill Road East CDD Billing 2-26-18-18 thru 4-1-18		Total	\$1,207.50



# STATEMENT OF SERVICE

APRIL 2018



ACCOUNT NUMBER

97939 61028

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817

SERVICE ADDRESS  
102 CITRUS ISLE LOOP LITE,  
ENTRY LITES

DUE DATE  
MAY 16 2018

TOTAL AMOUNT DUE  
240.00

NEXT READ  
DATE ON OR  
ABOUT

DEPOSIT AMOUNT  
ON ACCOUNT

NONE

PIN: 568174431

METER READINGS

DEPOSIT

240.00

TOTAL CURRENT BILL

240.00

TOTAL DUE THIS STATEMENT

\$240.00

Payment of this statement within 90 days from the billing date will  
avoid a 1% late charge being applied to this account.

RECEIVED APR 30 2018

ENERGY USE

BF\_BL\_DEF\_20180424\_212257\_1.CSV-13111-000034820

DETACH AND RETURN THIS SECTION

ZP03 0001430

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 97939 61028

013111 000034820

HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

DUE DATE

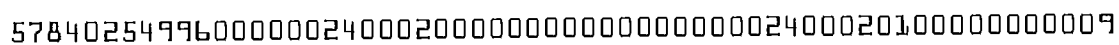
MAY 16 2018

TOTAL DUE

240.00

PLEASE ENTER  
AMOUNT PAID

979396102830000002400020000000000000000000002400020100000000009





**Holly Hill Road East  
Community Development District**

**Monthly Financials**

**Holly Hill Road East CDD**  
Statement of Financial Position  
As of 4/30/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$19,430.09				\$19,430.09
Accounts Receivable - Due from Developer	1,000.00				1,000.00
Deposits	240.00				240.00
Debt Service Reserve A1 Bond		\$132,279.69			132,279.69
Revenue A1 Bond		595.63			595.63
Interest A1 Bond		92,494.19			92,494.19
Acquisition/Construction A1 Bond			\$1,138,705.71		1,138,705.71
Cost of Issuance A1 Bond			49.64		49.64
Total Current Assets	<u>\$20,670.09</u>	<u>\$225,369.51</u>	<u>\$1,138,755.35</u>	<u>\$0.00</u>	<u>\$1,384,794.95</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$225,369.51	\$225,369.51
Amount To Be Provided				3,934,630.49	3,934,630.49
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,160,000.00</u>	<u>\$4,160,000.00</u>
<b>Total Assets</b>	<u><u>\$20,670.09</u></u>	<u><u>\$225,369.51</u></u>	<u><u>\$1,138,755.35</u></u>	<u><u>\$4,160,000.00</u></u>	<u><u>\$5,544,794.95</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$7,341.27				\$7,341.27
Accounts Payable			\$701,246.47		701,246.47
Retainage Payable			107,642.08		107,642.08
Deferred Revenue			1,000.00		1,000.00
Total Current Liabilities	<u>\$7,341.27</u>	<u>\$0.00</u>	<u>\$809,888.55</u>	<u>\$0.00</u>	<u>\$817,229.82</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$4,160,000.00	\$4,160,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,160,000.00</u>	<u>\$4,160,000.00</u>
<b>Total Liabilities</b>	<u><u>\$7,341.27</u></u>	<u><u>\$0.00</u></u>	<u><u>\$809,888.55</u></u>	<u><u>\$4,160,000.00</u></u>	<u><u>\$4,977,229.82</u></u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$147,713.59				\$147,713.59
Current Year Net Assets, Unrestricted	(146,713.59)				(146,713.59)
Net Assets - General Government	(12,786.57)				(12,786.57)
Current Year Net Assets - General Government	25,115.39				25,115.39
					0.00
Current Year Net Assets, Unrestricted		225,369.51			225,369.51
Net Assets, Unrestricted			(\$171,505.80)		(171,505.80)
Current Year Net Assets, Unrestricted			897,361.45		897,361.45
Net Assets - General Government			(396,988.85)		(396,988.85)
<b>Total Net Assets</b>	<u><u>\$13,328.82</u></u>	<u><u>\$225,369.51</u></u>	<u><u>\$328,866.80</u></u>	<u><u>\$0.00</u></u>	<u><u>\$567,565.13</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$20,670.09</u></u>	<u><u>\$225,369.51</u></u>	<u><u>\$1,138,755.35</u></u>	<u><u>\$4,160,000.00</u></u>	<u><u>\$5,544,794.95</u></u>



# Holly Hill Road East CDD

## Statement of Activities

As of 4/30/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Revenues</u></b>					
Developer Contributions	\$74,750.00				\$74,750.00
Inter-Fund Transfers In	(146,713.59)				(146,713.59)
Debt Proceeds		\$224,773.88			224,773.88
Developer Contributions			\$3,000.00		3,000.00
Inter-Fund Transfers In			146,713.59		146,713.59
Debt Proceeds			3,493,602.82		3,493,602.82
Total Revenues	<u>(\$71,963.59)</u>	<u>\$224,773.88</u>	<u>\$3,643,316.41</u>	<u>\$0.00</u>	<u>\$3,796,126.70</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$6,800.00				\$6,800.00
D&O Insurance	2,250.00				2,250.00
Management	11,666.69				11,666.69
Engineering	1,377.50				1,377.50
District Counsel	16,351.52				16,351.52
Audit	2,000.00				2,000.00
Telephone	8.44				8.44
Postage & Shipping	75.53				75.53
Copies	274.35				274.35
Legal Advertising	3,030.58				3,030.58
Web Site Maintenance	2,875.00				2,875.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,750.00				2,750.00
Trustee Services			\$4,501.00		4,501.00
Management			23,000.00		23,000.00
Engineering			23,732.50		23,732.50
District Counsel			124,789.65		124,789.65
Trustee Counsel			5,000.00		5,000.00
Bond Counsel			42,500.00		42,500.00
Landscaping Maintenance & Material			81,132.00		81,132.00
Contingency			2,447,200.20		2,447,200.20
Total Expenses	<u>\$49,634.61</u>	<u>\$0.00</u>	<u>\$2,751,855.35</u>	<u>\$0.00</u>	<u>\$2,801,489.96</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income		\$595.63			\$595.63
Interest Income			\$5,900.39		5,900.39
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$595.63</u>	<u>\$5,900.39</u>	<u>\$0.00</u>	<u>\$6,496.02</u>
<b>Change In Net Assets</b>	<b>(\$121,598.20)</b>	<b>\$225,369.51</b>	<b>\$897,361.45</b>	<b>\$0.00</b>	<b>\$1,001,132.76</b>
<b>Net Assets At Beginning Of Year</b>	<u><b>\$134,927.02</b></u>	<u><b>\$0.00</b></u>	<u><b>(\$568,494.65)</b></u>	<u><b>\$0.00</b></u>	<u><b>(\$433,567.63)</b></u>
<b>Net Assets At End Of Year</b>	<u><u><b>\$13,328.82</b></u></u>	<u><u><b>\$225,369.51</b></u></u>	<u><u><b>\$328,866.80</b></u></u>	<u><u><b>\$0.00</b></u></u>	<u><u><b>\$567,565.13</b></u></u>

**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 4/30/2018**

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$ 74,750.00	\$ 105,000.00	\$ (30,250.00)	\$ 180,000.00
<b>Net Revenues</b>	<b>\$ 74,750.00</b>	<b>\$ 105,000.00</b>	<b>\$ (30,250.00)</b>	<b>\$ 180,000.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 6,800.00	\$ 3,500.00	\$ 3,300.00	\$ 6,000.00
D&O Insurance	2,250.00	-	2,250.00	-
Trustee Services	-	3,500.00	(3,500.00)	6,000.00
Management	11,666.69	11,666.69	-	20,000.00
Engineering	1,377.50	8,750.00	(7,372.50)	15,000.00
Dissemination Agent	-	2,916.69	(2,916.69)	5,000.00
District Counsel	16,351.52	14,583.31	1,768.21	25,000.00
Audit	2,000.00	3,500.00	(1,500.00)	6,000.00
Travel and Per Diem	-	291.69	(291.69)	500.00
Telephone	8.44	116.69	(108.25)	200.00
Postage & Shipping	75.53	175.00	(99.47)	300.00
Copies	274.35	291.69	(17.34)	500.00
Legal Advertising	3,030.58	4,666.69	(1,636.11)	8,000.00
Bank Fees	-	145.81	(145.81)	250.00
Miscellaneous	-	641.55	(641.55)	1,100.00
Web Site Maintenance	2,875.00	1,691.69	1,183.31	2,900.00
Dues, Licenses, and Fees	175.00	145.81	29.19	250.00
Aquatic Contract	-	7,000.00	(7,000.00)	12,000.00
General Insurance	2,750.00	3,500.00	(750.00)	6,000.00
Landscaping Maintenance & Material	-	37,916.69	(37,916.69)	65,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 49,634.61</b>	<b>\$ 105,000.00</b>	<b>\$ (55,365.39)</b>	<b>\$ 180,000.00</b>
<b>Total Expenses</b>	<b>\$ 49,634.61</b>	<b>\$ 105,000.00</b>	<b>\$ (55,365.39)</b>	<b>\$ 180,000.00</b>
<b>Net Income (Loss)</b>	<b>\$ 25,115.39</b>	<b>\$ -</b>	<b>\$ 25,115.39</b>	<b>\$ -</b>



**Holly Hill Road East  
Community Development District**

**Number of Qualified Electors in District**

*(provided under separate cover)*