Holly Hill Road East Community Development District

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

The following is the proposed agenda for the Special meeting of the Board of Supervisors for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, November 7, 2018 at 11:00 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 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:
 1-866-546-3377 (New)

 Participant Code:
 964985 (New)

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]

Business Matters

- 1. Consideration of Financing Matters Relative to Phase 2
 - A. Presentation of the Engineer's Report
 - B. Presentation of the Supplemental Assessment Methodology Report, Phase 2
 - C. Resolution 2019-03, Supplemental 170.08 Assessment Resolution
 - D. Agreement Regarding Completion of the Series 2018 Project
 - E. Agreement Regarding True-Up as to the Series 2018 Project
 - F. Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Project
 - G. Presentation of Notice of Series 2018 Assessments
 - H. Other Matters (provided under separate cover)
- 2. Matters Relative to the Phase 2 Construction
 - A. Consideration of Assignment of Construction Contract for the Amenity Facility (provided under separate cover)
 - i. Assignment of Contract
 - ii. Amenity Facility Construction Contract Between Henkelman Construction, Inc., and HHR East, LLC
 - **B.** Consideration of Agreement between the District and Paverscape, Inc. regarding Installation Retaining Walls (Phase 2)

Other Business

Staff Reports District Counsel District Engineer District Manager Supervisor Requests and Audience Comments Adjournment The subdepression study groupped and the second 1007401202020104 Aller and a second second A second and a second s Participation of the second second Alterior of Antonio Alterior Andreas Proving All second second second Annual second se Riteroneenseeren of source of the second se

Holly Hill Road East Community Development District

Financing Matters Relative to Phase 2

Holly Hill Road East Community Development District

Engineer's Report

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

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- 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 10th 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

Permits / Approvals	Approval / Expected Date					
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

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	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

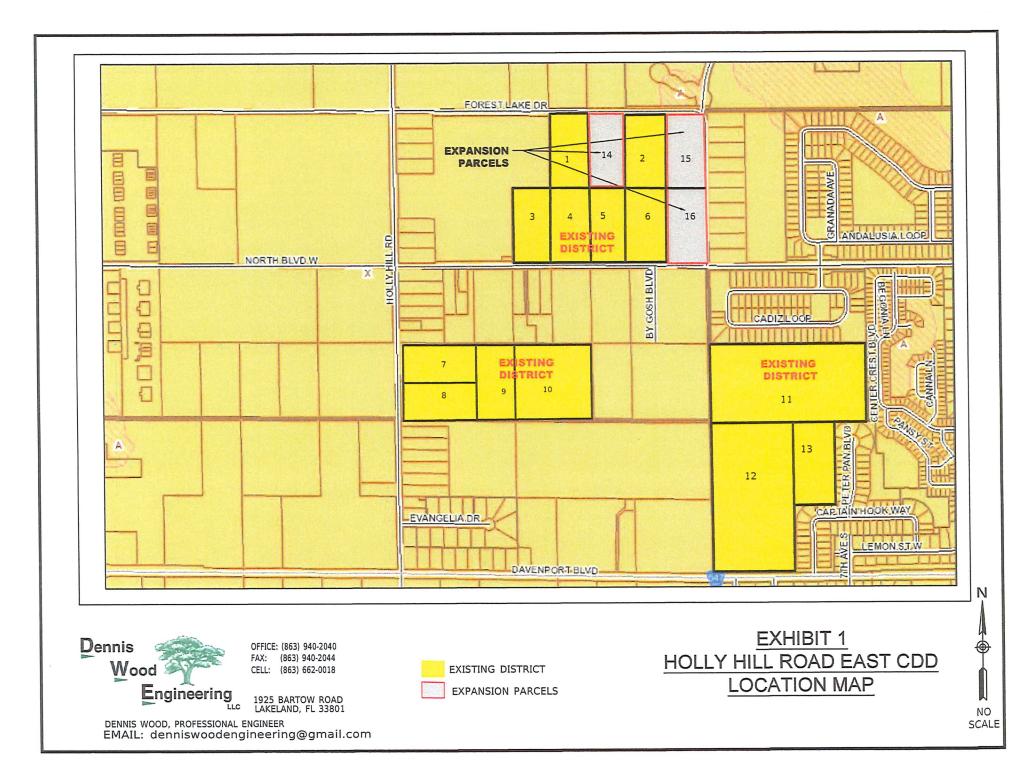
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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 PONT 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 THEREOE 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 SOUTH 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 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 OF SAID TRACT 23 S-00°23'04"-E, 633.92 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 PO

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 HOLLY FILL ROAD, OF POLK COUNTY, FLORIDA HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA HOLY FLORIDA HOLY FLORIDA; THENCE ALONG THE DOINT 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 ½ OF THE SOUTHWEST ½ 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, 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, 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, SOUTHEAST CORNER TOF 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 HEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE OF THE SOUTHWEST ½ OF SAID SECTION 04, ALSO BEING THE SOUTH HEREOF, N-00*46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ½ OF THE SOUTHWEST ½ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ½ OF THE SOUTH WEST ½ OF THE SOUTHWEST ½ OF THE SOUTHWEST ½ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ½ OF SAID SECTION 04; THENCE ALONG THE SOUTHWEST ½ OF THE SOUTHWEST ½ OF SAID SECTION 05, ALSO BEING THE SOUTH LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00*45'52"-W, 669.51 FEET TO THE <u>POINT OF BEGINNING</u>.

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 OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK 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 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 A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHE 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, 326.76FEET TO THE <u>POINT OF BEGINNING.</u>

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 NORTHWEST 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 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 (7) S-22°07'34"-E, 27.32 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, 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 TRACT 25; THENCE ALONG THE BAST' STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID TRACT 25; THENCE ALONG SAID 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.

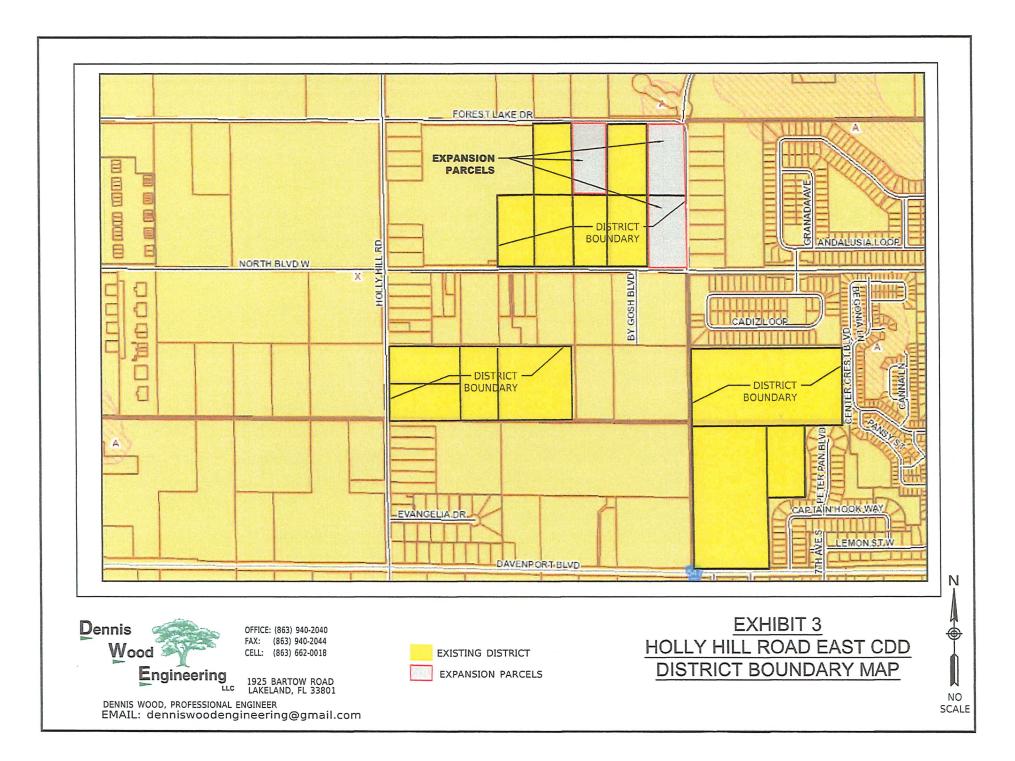
THE ABOVE DESCRIBED LANDS CONTAIN 9.48 ACRES, MORE OR LESS.

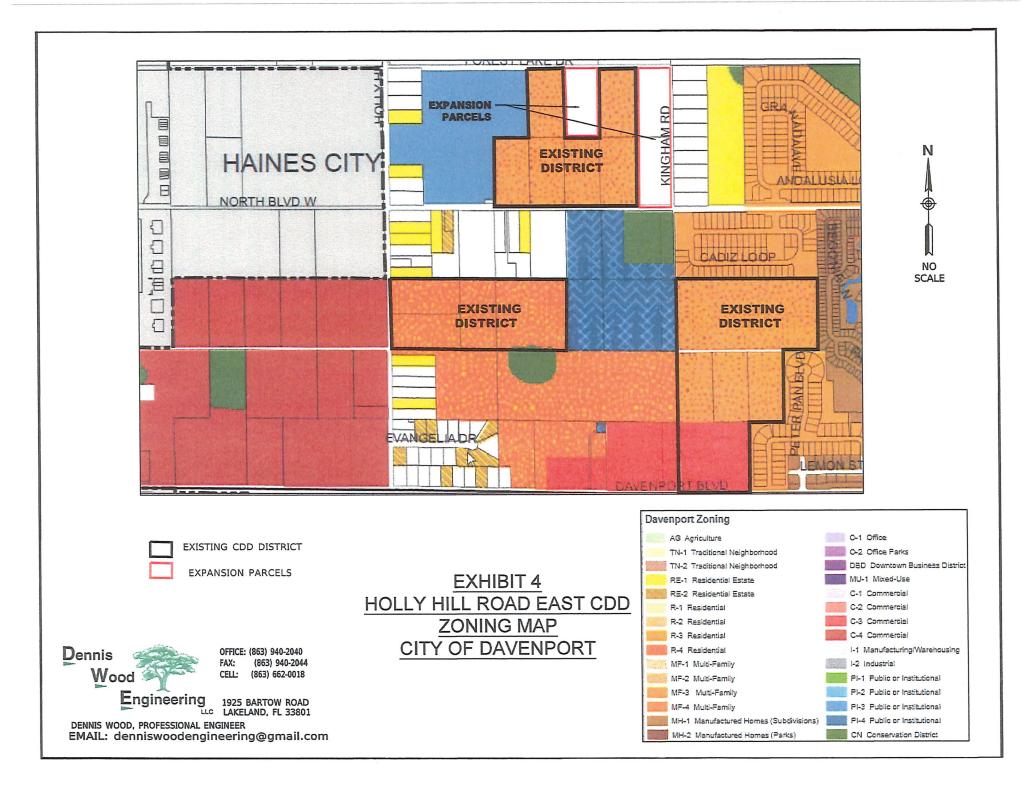
ALL THE ABOVE DESCRIBED LANDS CONTAIN 111.52 ACRES, MORE OR LESS

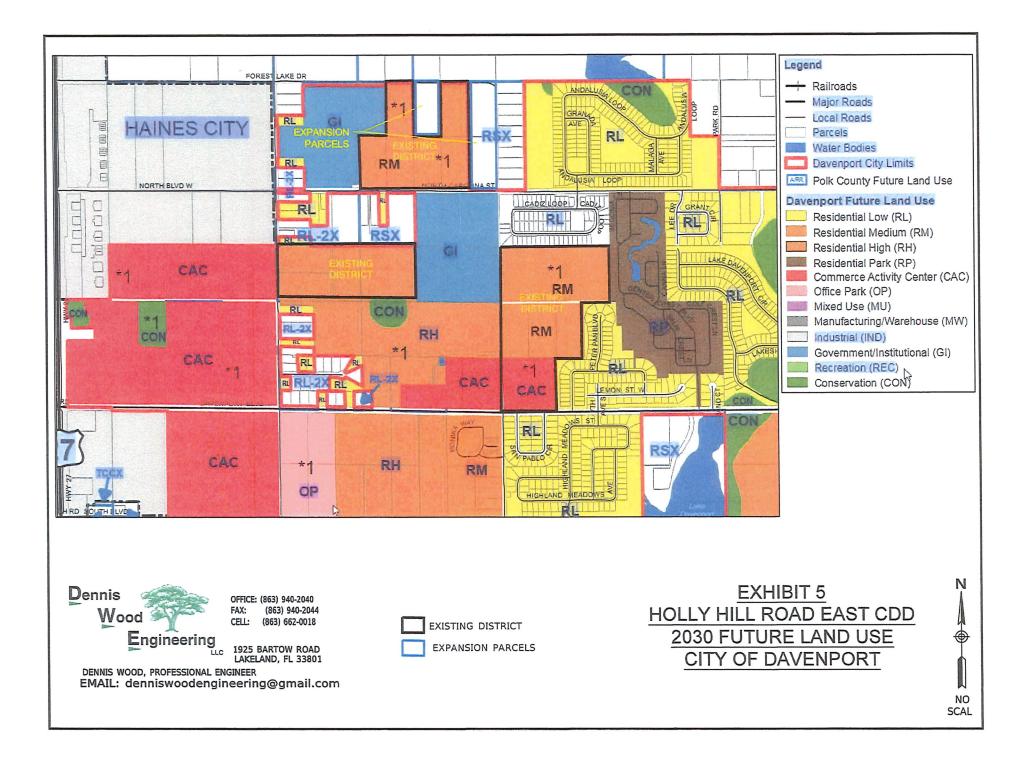


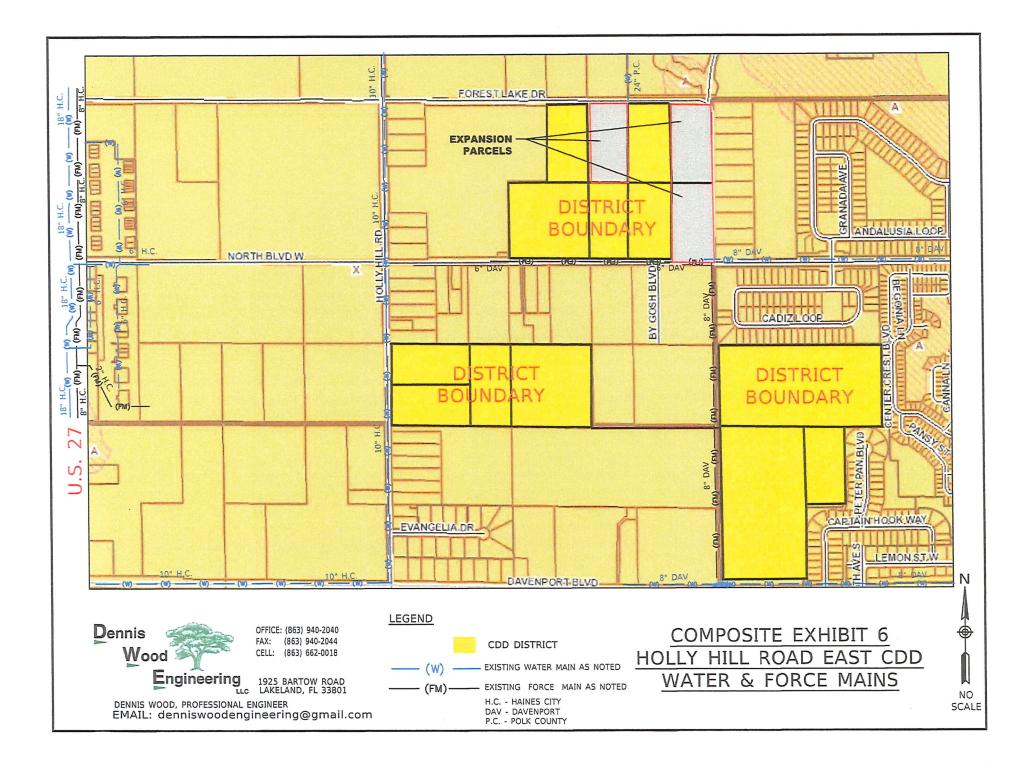
EXHIBIT 2 LEGAL DESCRIPTION (NOT A SURVEY)

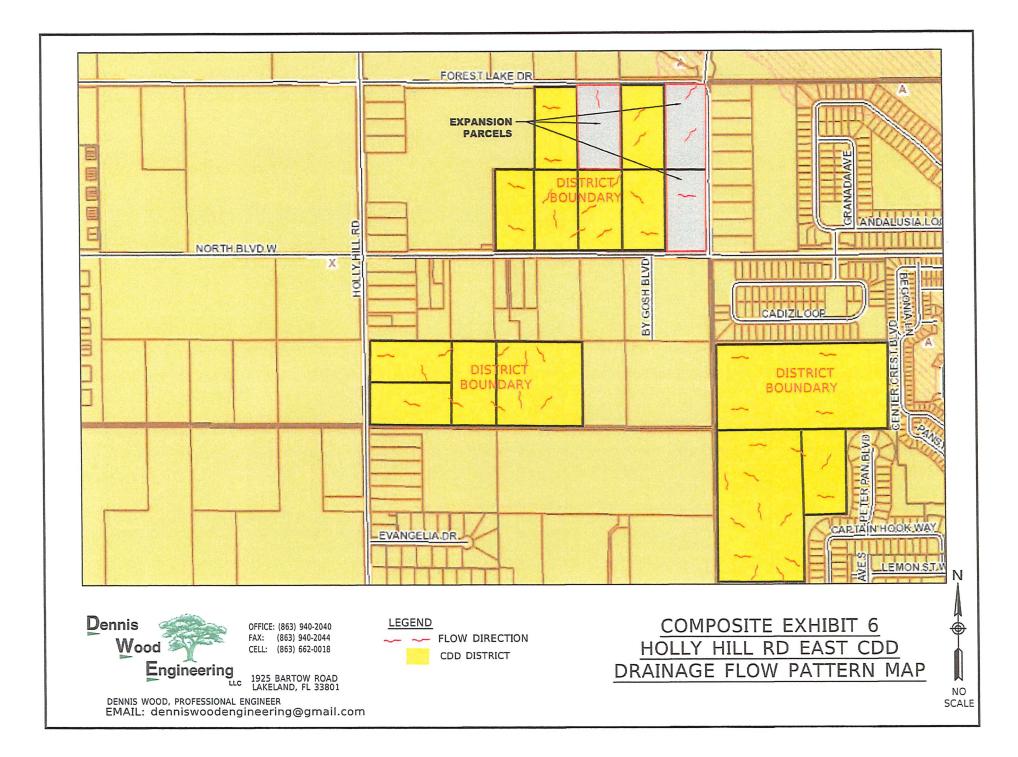
PAGE 1 OF 1











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

Number of Lots		204		<u>100</u>		<u>182</u>		<u>486</u>	
Infrastructure ⁽³⁾⁽⁶⁾	Phase :		Phase 2		Phase 3		<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	
TOTAL	\$	5,277,263	\$	2,722,500	\$	4,963,187	\$	12,962,950	

Notes:

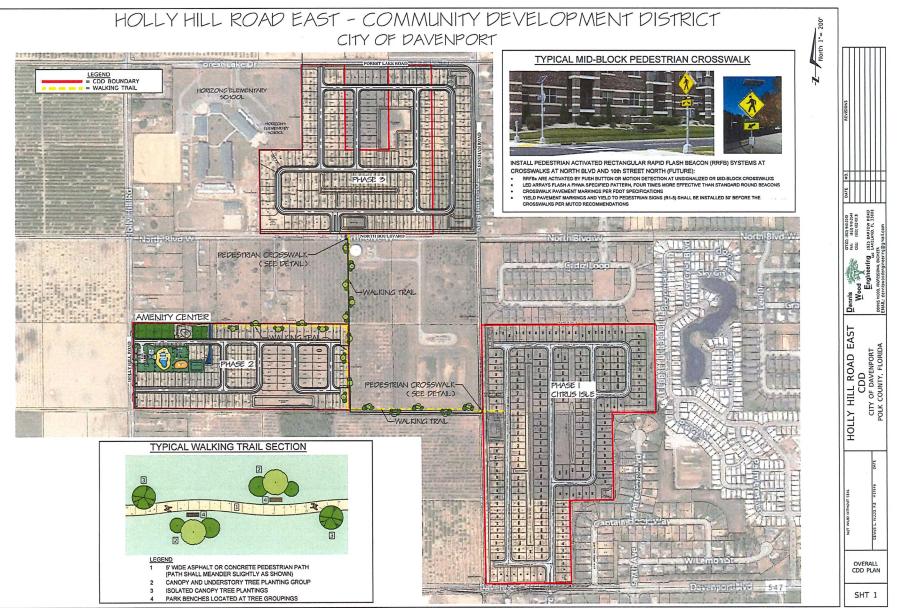
- 1. Infrastructure consists of roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
- 2. Excludes grading of each lot in conjunction with home construction, which will be provided by 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

District Infrastructure	<u>Construction</u>	Ownership	<u>Operation and</u> <u>Maintenance</u>			
Entry Feature & Signage	ntry Feature & Signage 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 9



HOLLY HILL ROAD EAST

COMMUNITY DEVELOPMENT DISTRICT

FIRST AMENDMENT TO THE AMENDED AND RESTATED ENGINEER'S REPORT

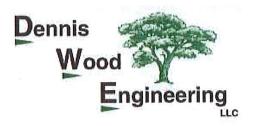
PREPARED FOR:

BOARD OF SUPERVISORS

HOLLY HILL ROAD EAST

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



1925 Bartow Road • Lakeland, FL 33801 • 863-940-2040

JUNE 2018

HOLLY HILL ROAD EAST

COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 7—SUMMARY OF PROBABLE COST

HOLLY HILL ROAD EAST

FIRST AMENDMENT TO THE ENGINEER'S REPORT

I. PURPOSE

The Purpose of this First Amendment is to Amend Exhibit 7 (Summary of Probable Cost) of the Amended and Restated Engineer's Report dated March 21, 2018 (the "Engineer's Report"), to adjust for cost adjustments for the Amenity Center and the completion of Phase 1 for the project. Exhibit 7 has been revised to reflect the cost adjustment for the amenity center and is included herein.

II. AMENITY CENTER

The cost projection for the amenity center improvements were adjusted to reflect the updated amenity center layout, as shown in Exhibit 7 attached hereto. Except specifically amended herein, the Engineer's Report shall remain in full force and effect, unaltered by this First Amendment.

Exhibit 7 Holly Hill Road East Community Development District

Number of Lots	204		<u>100</u>		<u>182</u>		<u>486</u>	
Infrastructure ⁽³⁾⁽⁶⁾	Phase 1		<u>Phase 2 (1)</u>		<u>Phase 3(1)</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	\$	210,000	\$	382,200	\$	997,163
Contingency	\$	200,000	\$	105,000	\$	191,000	\$	496,000
TOTAL	\$	5,277,263	\$	2,792,500	\$	5,090,350	\$	13,160,113

Summary of Probable Cost

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 2018 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.

Holly Hill Road East Community Development District

Supplemental Assessment Methodology Report Phase 2



SUPPLMENTAL ASSESSMENT METHODOLOGY REPORT, PHASE 2

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

October 19, 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

SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT, PHASE 2 HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

October 19, 2018

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Methodology, Phase 2; dated October 19, 2018 ("Supplemental 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 Methodology operates pursuant to the District's "Amended & Restated Master Assessment Methodology Report" dated March 21, 2018 ("Methodology"), which effectively amended and restated the District's "Master Assessment Methodology Report," dated September 20, 2017 ("Original Methodology") in order to reflect an amendment to the District's boundaries to include additional acres and associated infrastructure improvements not included in the Original Methodology. 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 nonad 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 111.52 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 District previously issued its Series 2017 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 1 within the District. The District now desires to issue the Special Assessment Revenue Bonds, Series 2018 ("Series 2018 Bonds") to fund the infrastructure specially benefiting the properties within Phase 2 (described in Exhibit "A") The land use plan for Phase 2 within 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. Based on the information provided for this Supplemental Methodology, the special benefits received by the properties subject to the assessment at least equals or exceeds the amount of the assessments.

2.0 CIP Plan of Finance

2.1 Phased Infrastructure Installation

The District will install its CIP on a phased basis, as outlined in more detail in the "Amended and Restated Engineer's Report", dated March 21, 2018, as amended by that certain "First Amendment to the Amended and Restated Engineer's Report", dated June, 2018 (collectively, "Engineer's Report"), both 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 Phase 2. A description of the District's Phase 2 lands can be found in Exhibit "A". The District infrastructure and improvements for Phase 2 are designed to serve and specially benefit the lands within Phase 2. The estimated costs for Phase 2 are presented in Table 2.

2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District's Series 2018 Bonds will fully or partially fund the costs for Phase 2. The Series 2018 Bonds will be supported by assessments imposed solely to properties located within Phase 2.

The details of the Series 2018 Bonds issuance required to fund Phase 2 is found in Table 3. As shown in Table 3, the Series 2018 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2018 Bonds.

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 details of the Series 2018 Bonds issuance required to fund Phase 2 are shown in Table 3. The principal and related assessments to secure the Phase 2 Bonds will be equally allocated among the lots planned for Phase 2. The resulting bonds principal and related annual debt service assessments assigned to each lot within Phase 2 are shown in the corresponding 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 (as that term is defined below) within the relevant phases at this time.

3.3 Assignment of Specific Assessments

Assessments securing bonds issued to fund Phase 2 properties will initially be assigned to Phase 2 properties on an equal per-acre basis. The Series 2018 Bond assessments ("Series 2018 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 2018 Bonds assessments shall be allocated across Phase 2. This bond debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within Phase 2. As property within Phase 2 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 \$2,800,000 in bonds principal will be allocated to Phase 2 at the time of issuance. This \$2,800,000 in bonds principal is expected to be allocated equally to the 100 lots planned for Phase 2 at the time Phase 2 is platted. However, should it happen at the time of platting that only 99 lots have been identified in the plat, the owner of Phase 2 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 2 are found in the table below.

Category	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Ph. 2 Developed Acres	11.0	16.4	19.7	21.9
Ph. 2 Undev. Acres	11.0	5.5	2.2	0.0
Debt per Undev. Ph. 2 Acre	\$127,737	\$127,737	\$127,737	\$127,737

Series 2018 Bonds True-Up Thresholds

In the event that additional land not currently subject to the assessments required to repay the debt associated with Phase 2 is developed in such a manner as to receive special benefit from Phase 2 improvements, it is contemplated that this Methodology will be reapplied 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**

As described above, the Phase 2 lands will be allocated Series 2018 Assessments. The table below outlines the initial Series 2018 Assessments for the lands within Phase 2. As land within Phase 2 is platted, the Series 2018 Assessments will be refined as outlined herein. The legal descriptions of the land included within Phase 2, less the acreage associated with the amenity center land owned by the District, is found in Exhibit "A". The Series 2018 Assessments shall be paid in not more than thirty (30) annual installments.

Parcel ID (2)	Acreage	<u>Series 2018</u> <u>Bonds</u> <u>Principal</u> Assessment	<u>Bond Principal</u> <u>Assessment per</u> Acre	<u>Series 2018</u> <u>Bonds Net</u> <u>Annual</u> Assessment (1)	Series 2018 Bonds <u>Net Annual</u> <u>Assessment per</u> Acre (1)
272705726000020153	3.92	\$500,219	\$127,737	\$33,767	\$8,623
272705726000020140	4.46	\$569,453	\$127,737	\$38,441	\$8,623
272705726000020151	3.70	\$472,117	\$127,737	\$31,870	\$8,623
272705726000020120	9.85	\$1,258,212	\$127,737	\$84,935	\$8,623
Total, Phase 2	21.92 Jde the 7.0% gross-up	\$2,800,000	\$127,737	\$189,013	\$8,623

Preliminary Assessment Roll (100 Lots) (2)

early payment discount (direct billed until platted)

Excludes acreage associated with the amenity center on parcels ending in "-0153"; "-0140" and "-0151" (estimated) (2)

EXHIBIT A – PHASE 2 (100 LOTS)

TRACTS 12-16 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF TRACTS 15 AND 16 DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 16 AND THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD ACCORDING TO THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 781, PAGE 713 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°29'37" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 190.60 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°37'22" EAST, A DISTANCE OF 16.28 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°48'01" (CHORD = 35.60 FEET, CHORD BEARING = NORTH 45°01'22" EAST) FOR A DISTANCE OF 39.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 384.80 FEET: THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 110.00 FEET: THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 89°34'37" WEST, A DISTANCE OF 541.81 FEET, TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD; THENCE NORTH 00°29'37" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE. A DISTANCE OF 179.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS BEING SUBJECT TO AN EASEMENT FOR INGRESS-EGRESS, CROSS ACCESS AND PARKING OVER AND ACROSS THAT PART OF TRACTS 15 AND 16 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:.

<u>COMMENCE</u> AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 16 AND THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD ACCORDING TO THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 781, PAGE 713 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°29'37" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 90.59 FEET TO THE <u>POINT OF BEGINNING</u> FOR THIS EASEMENT DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°37'22" EAST, A DISTANCE OF 16.49 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 89°11'59" (CHORD = 35.11 FEET, CHORD BEARING = SOUTH 44°58'38" EAST) FOR A DISTANCE OF 38.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 384.80 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°34'37" WEST, A DISTANCE OF 384.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°48'01" (CHORD = 35.60 FEET, CHORD BEARING = SOUTH 45°01'22" WEST) FOR A DISTANCE OF 39.62 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, SOUTH 89°37'22" WEST, A DISTANCE OF 16.28 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°29'37" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.01 FEET TO THE <u>POINT OF</u> BEGINNING.

APPROXIMATELY 21.92 ACRES

APPENDIX TABLES

APPENDIX TABLE 1 HOLLY HILL ROAD EAST CDD <u>DISTRICT LAND USE PLAN</u> PHASE 2 (100 LOTS) SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

Development Phase	Estimated Start Date	Estimated Completion Date	Number of Single- Family Lots
Phase 2	2018	2019	100
Total			100

APPENDIX TABLE 2 HOLLY HILL ROAD EAST CDD <u>CIP COST ESTIMATES</u> PHASE 2 (100 LOTS) SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

Infrastructure Component	<u>Estimated Costs,</u> <u>Phase 2(1)</u>
Offsite Improvements	\$125,000
Stormwater Management	\$1,190,000
Utilities (Water,Sewer, & Street Lighting)	\$560,000
Roadways	\$432,500
Entry Features & Signage	\$170,000
Parks and Amenities	\$210,000
Contingency	<u>\$105,000</u>
Total	\$2,792,500

(1) Costs updated to include amenity center cost increase via the First Amendment to the Amened and Restated Engineers Report (June 2018)

APPENDIX TABLE 3			
HOLLY HILL ROAD EAS	T CDD		
BOND DETAILS			
PHASE 2 (100 LOTS)			
SUPPLEMENTAL ASSES	SMENT METH	DOLOGY R	EPORT

Bond Fund	Phase 2 Bonds Value
Construction/Acquisition Fund (1)	\$2,408,269
Debt Service Reserve	\$141,759
Capitalized Interest	\$65,622
Costs of Issuance (Including Underwriter's Fee)	\$184,350
Contingency	<u>\$0</u>
Total Bonds Principal	\$2,800,000
Bonds Details	
Average Annual Interest Rate:	5.18%
Term (Years):	30
Net Annual Debt Service:	\$189,013
Gross Annual Debt Service (2):	\$203,239

(1) Note that the construction/acquisition funds produced by the issuance of the Series 2018 Bonds will not be sufficient to fully fund the Phase 2 CIP costs. Thus, the balance of any funding required to complete the Phase 2 CIP will be provided by one or more District landowners pursuant to a completion agreement betweeen these landowners and the District.

(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 <u>BOND ASSESSMENTS</u> PHASE 2 (100 LOTS) SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

<u>Phase</u> Phase 2 Total, Phase 2	<u>Planned Lots/ERUs</u> 100 100	Bonds Max Principal Assmt./ Category \$2,800,000 \$2,800,000	Bonds Max Principal Assmt./ Unit \$28,000		
<u>Phase</u> Phase 2	<u>Planned Lots/ERUs</u> 100	Bonds Max Net <u>Annual Assmt./</u> <u>Category</u> \$189,013	<u>Bonds Max Net</u> <u>Annual Assmt./ Unit</u> \$1,890	<u>Bonds Max Gross</u> <u>Annual Assmt./</u> <u>Category (1)</u> \$203,239	<u>Bonds Max Gross</u> <u>Annual Assmt./ Unit</u> (<u>1)</u> \$2,032
Total, Phase 2	100	\$189,013		\$203,239	

(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 2019-03

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY ROAD EAST COMMUNITY DEVELOPMENT DISTRICT HILL SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2018; CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE SUPPLEMENTAL AND ASSESSMENT **ENGINEER'S** REPORT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2018 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE IMPROVEMENT LIEN **BOOK:** SUPPLEMENTATION OF THE **PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2018** FOR CONFLICTS. SPECIAL **ASSESSMENTS:** PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Holly Hill Road East Community Development District ("District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board") has previously adopted, after notice and public hearing, Resolution 2018-10, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2018-10, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on October 19, 2018, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$2,800,000 of its Special Assessment Bonds, Series 2018 (the "Series 2018 Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2018-10, the District desires to set forth the particular terms of the sale of the Series 2018 Bonds and to confirm the liens of the levy of special assessments securing the Series 2018 Bonds.

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 the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2018-10.

SECTION 2. FINDINGS. The Board of Supervisors of the Holly Hill Road East Community Development District hereby finds and determines as follows:

(a) On May 16, 2018, the District, after due notice and public hearing, adopted Resolution 2018-10, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The Holly Hill Road East Community Development District Amended and Restated Engineer's Report for Capital Improvements, dated March 21, 2018, as amended by the First Amendment to the Amended and Restated Engineer's Report, dated June 2018 (together, the "Engineer's Report"), attached to this Resolution as <u>Composite Exhibit A</u>, identifies and describes the presently expected components of the infrastructure improvements for Phase 2 (the "Series 2018 Project") to be financed all or in part with the Series 2018 Bonds (the "Improvements"), and the estimated costs of the Series 2018 Project as \$2,792,500. The District hereby confirms that the Series 2018 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2018 Bonds.

(c) The Amended and Restated Master Assessment Methodology Report, dated March 21, 2018 ("Master Report"), as supplemented by that certain Supplemental Assessment Methodology Report, Phase 2, dated October 19, 2018 (the "Supplemental Report," and, together with the Master Report referred to as the "Assessment Report"), attached to this Resolution as <u>Composite Exhibit B</u>, applies to the Improvements and the actual terms of the Series 2018 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2018 Bonds.

(d) The Series 2018 Project will specially benefit certain property within the District known as Phase 2, of which a legal description of the assessable property therein is attached hereto as **Exhibit C** (the "Series 2018 Assessment Area Lands"). It is reasonable, proper, just and right to assess the portion of the costs of the Series 2018 Project financed with the Series 2018 Bonds to the specially benefited properties within the District as set forth in Resolution 2018-10, and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2018 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2018 BONDS. As provided in Resolution 2018-10, this Resolution is intended to set forth the terms of the Series 2018 Bonds and the final amount of the liens of the special assessments securing those bonds. (a) The Series 2018 Bonds, in a par amount of \$2,800,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Series 2018 Bonds shall be due on May 1, 2048. The estimated sources and uses of funds of the Series 2018 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2018 Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Series 2018 Bonds on the Series 2018 Assessment Area Lands (the "Series 2018 Assessments"), shall be the principal amount due on the Series 2018 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2018 Bonds are secured solely by the Series 2018 Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against the Series 2018 Assessment Area Lands.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2018 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The special assessments for the Series 2018 Bonds shall be allocated in accordance with Composite Exhibit B, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Report is consistent with the District's Master Report. The Supplemental Report, considered herein, reflects the actual terms of the issuance of the District's Series 2018 Bonds. The estimated costs of collection of the special assessments for the Series 2018 Bonds are as set forth in the Supplemental Report.

(b) The lien of the special assessments securing the Series 2018 Bonds includes all property within the Series 2018 Assessment Area Lands, as further provided in the Assessment Roll included in the Supplemental Report, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated November 1, 2017 (the "**Master Indenture**") and the *Second Supplemental Trust Indenture*, dated November 1, 2018 (the "**Supplemental Indenture**," and together with the Master Indenture, the "**Indenture**"), the District shall for Fiscal Year 2019/2020 begin annual collection of special assessments for the Series 2018 Bonds debt service payments due starting November 1 of 2019, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on Exhibit F. The Series 2018 Bonds include an amount for capitalized interest through May 1, 2019.

(e) An owner of property subject to the Series 2018 Assessments may prepay in whole anytime, or in part one time, the principal balance of such Series 2018 Assessments if there is also paid 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 (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date.

(f) An owner of property subject to the levy of Series 2018 Assessments may pay the entire balance of the Series 2018 Assessments remaining due, without interest, within thirty (30) days after the related Series 2018 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting such Series 2018 Project pursuant to Chapter 170.09, *Florida Statutes*. This provision is subject to waiver by the owner of property at any time prior to or after the issuance of the Series 2018 Bonds.

(g) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Series 2018 Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, Florida Statutes. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2018 Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, Florida Statutes. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service. The decision to collect Series 2018 Assessments by any particular method – e.g., on the tax roll or by direct bill - does not mean that such method will be used to collect Series 2018 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to Resolution 2018-10, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2018 Bonds shall be allocated as set forth in Resolution 2018-10, this Resolution, and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$2,800,000 in Series 2018 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Series 2018 Bonds only to the credit of the Series 2018 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

SECTION 6. 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 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.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2018-10, which remains in full force and effect. This Resolution and Resolution 2018-10 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2018 Special Assessments securing the Series 2018 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. 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 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Signature page on following page]

APPROVED AND ADOPTED this 7th day of November, 2018.

ATTEST:

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Holly Hill Road East Community Development District Amended and
Restated Engineer's Report for Capital Improvements, dated March 21,
2018, as amended in the First Amendment to the Amended and Restated
Engineer's Report, dated June 2018
Amended and Restated Master Assessment Methodology Report, dated
March 21, 2018, as supplemented in the Supplemental Assessment
Methodology Report, Phase 2, dated October 19, 2018
Legal Description of Series 2018 Assessment Area Lands
Maturities and Coupons of Series 2018 Bonds
Sources and Uses of Funds for Series 2018 Bonds
Annual Debt Service Payment Due on Series 2018 Bonds

Comp. Exhibit A:

Amended and Restated Engineer's Report for Capital Improvements, dated March 21, 2018, as amended in the First Amendment to the Amended and Restated Engineer's Report, dated June 2018

<u>Comp. Exhibit B:</u>

Amended and Restated Master Assessment Methodology Report, dated March 21, 2018, as supplemented in the Supplemental Assessment Methodology Report, Phase 2, dated October 19, 2018

<u>Exhibit C</u>

Legal Description of Series 2018 Assessment Area Lands

TRACTS 12-16 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF TRACTS 15 AND 16 DESCRIBED AS FOLLOWS:

<u>COMMENCE</u> AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 16 AND THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD ACCORDING TO THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 781, PAGE 713 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°29'37" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 190.60 FEET TO THE <u>POINT OF BEGINNING</u> FOR THIS DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°37'22" EAST, A DISTANCE OF 16.28 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°48'01" (CHORD = 35.60 FEET, CHORD BEARING = NORTH 45°01'22" EAST) FOR A DISTANCE OF 39.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 384.80 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 89°34'37" WEST, A DISTANCE OF 541.81 FEET, TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE, A DISTANCE OF 179.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS BEING SUBJECT TO AN EASEMENT FOR INGRESS-EGRESS, CROSS ACCESS AND PARKING OVER AND ACROSS THAT PART OF TRACTS 15 AND 16 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:.

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 16 AND THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD ACCORDING TO THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 781, PAGE 713 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°29'37" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 90.59 FEET TO THE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°37'22" EAST, A DISTANCE OF 16.49 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 89°11'59" (CHORD = 35.11 FEET, CHORD BEARING = SOUTH 44°58'38" EAST) FOR A DISTANCE OF 38.92 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 384.80 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°34'37" WEST, A DISTANCE OF 384.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°48'01" (CHORD = 35.60 FEET, CHORD BEARING = SOUTH 45°01'22" WEST) FOR A DISTANCE OF 39.62 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, SOUTH 89°37'22" WEST, A DISTANCE OF 16.28 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°29'37" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2024	245,000	4.250%	4.250%	100.000
Term 2:	05/01/2036	895,000	5.000%	5.000%	100.000
Term 3:	05/01/2048	1,660,000	5.250%	5.250%	100.000
		2,800,000			

Exhibit D: Maturities and Coupons of Series 2018 Bonds

			<u>Exhibit</u>	<u>E:</u>			
Sources	and	Uses	of Funds	for	Series	2018	Bonds

Sources:	
Bond Proceeds:	
Par Amount	2,800,000.00
	2,800,000.00
Uses:	
Other Fund Deposits:	
DSRF (75% MADS)	141,759.38
Interest Thru 5/1/2019	65,621.88
	207,381.26
Delivery Date Expenses:	
Cost of Issuance	114,350.00
Underwriter's Discount	70,000.00
	184,350.00
Other Uses of Funds:	
Construction Fund	2,408,268.74
	2,800,000.00

<u>Exhibit F:</u>
Annual Debt Service Payment Due on Series 2018 Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
•		پ		65 693 90	
05/01/2019			65,621.88	65,621.88	126 770 12
11/01/2019	15 000	4.9500/	71,156.25	71,156.25	136,778.13
05/01/2020	45,000	4.250%	71,156.25	116,156.25	196 256 25
11/01/2020	15 000	4.9200/	70,200.00	70,200.00	186,356.25
05/01/2021	45,000	4.250%	70,200.00	115,200.00	104 442 75
11/01/2021	50 600	4 3500/	69,243.75	69,243.75 119,243.75	184,443.75
05/01/2022	50,000	4.250%	69,243.75	68,181.25	187,425.00
11/01/2022	50.000	4.9500/	68,181.25	2	187,423.00
05/01/2023	50,000	4.250%	68,181.25	118,181.25 67,118.75	185,300.00
11/01/2023	55.000	4.35004	67,118.75	•	185,500.00
05/01/2024	55,000	4.250%	67,118.75 65.050.00	122,118.75	188,068.75
11/01/2024		5 0000V	65,950.00	65,950.00	100,000.15
05/01/2025	55,000	5.000%	65,950.00	120,950.00	106 515 00
11/01/2025	** ***	F 0000/	64,575.00	64,575.00	185,525.00
05/01/2026	60,000	5.000%	64,575.00	124,575.00	107 650 00
11/01/2026	~~ ~~~		63,075.00	63,075.00	187,650.00
05/01/2027	60,000	5.000%	63,075.00	123,075.00	104 460 00
11/01/2027	** ***		61,575.00	61,575.00	184,650.00
05/01/2028	65,000	5.000%	61,575.00	126,575.00	106 505 00
11/01/2028			59,950.00	59,950.00	186,525.00
05/01/2029	70,000	5.000%	59,950.00	129,950.00	100 100 00
11/01/2029			58,200.00	58,200.00	188,150.00
05/01/2030	70,000	5.000%	58,200.00	128,200.00	
11/01/2030			56,450.00	56,450.00	184,650.00
05/01/2031	75,000	5.000%	56,450.00	131,450.00	
11/01/2031			54,575.00	54,575.00	186,025.00
05/01/2032	80,000	5.000%	54,575.00	134,575.00	
11/01/2032			52,575.00	52,575.00	187,150.00
05/01/2033	85,000	5.000%	52,575.00	137,575.00	
11/01/2033			50,450.00	50,450.00	188,025.00
05/01/2034	90,000	5.000%	50,450.00	140,450.00	
11/01/2034			48,200.00	48,200.00	188,650.00
05/01/2035	90,000	5.000%	48,200.00	138,200.00	
11/01/2035			45,950.00	45,950.00	184,150.00
05/01/2036	95,000	5.000%	45,950.00	140,950.00	
11/01/2036			43,575.00	43,575.00	184,525.00
05/01/2037	100,000	5.250%	43,575.00	143,575.00	
11/01/2037			40,950.00	40,950.00	184,525.00
05/01/2038	110,000	5.250%	40,950.00	150,950.00	
11/01/2038			3 8,06 2.50	38,062.50	189,012.50
05/01/2039	115,000	5.250%	38,062.50	153,062.50	
11/01/2039			35,043.75	35,043.75	188,105.25
05/01/2040	120,000	5.250%	35,043.75	155,043.75	
11/01/2040			31,893.75	31,893.75	186,937.50
05/01/2041	125,000	5.250%	31,893.75	156,893.75	
11/01/2041			28,612.50	28,612.50	185,506.25
05/01/2042	135,000	5.250%	28,612.50	163,612.50	
11/01/2042			25, 068 .75	25,068.75	188,681.25
05/01/2043	140,000	5.250%	25, 068 .75	165,068.75	
11/01/2043	-		21,393.75	21,393.75	186,462.50
05/01/2044	145,000	5.250%	21,393.75	166,393.75	
11/01/2044	•		17,587.50	17,587.50	183,981.25
05/01/2045	155,000	5.250%	17,587.50	172,587.50	
11/01/2045	·		13,518.75	13,518.75	186,106.25
05/01/2046	165,000	5.250%	13,518.75	178,518.75	
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Annual Debt Service	Debt Service	Interest	Соцроп	Principal	Period Ending
187,706.25	9,187.50	9,187.50			11/01/2046
·	179,187.50	9,187.50	5.250%	170.000	05/01/2047
183,912.50	4,725.00	4,725.00			11/01/2047
	184,725.00	4,725.00	5.250%	180.000	05/01/2048
184,725.00	·	*			11/01/2048
5,539,709.38	5,539,709.38	2,739,709.38		2,800,000	

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Holly Hill Road East Community Development District

Agreement Regarding Completion of the Series 2018 Project

AGREEMENT BY AND BETWEEN THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AND HHR EAST, LLC, COMPLETION OF THE SERIES 2018 PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of November, 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 the city of Davenport, Florida ("City"), with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32167 (the "District"); and

HHR EAST, LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, with a mailing address of 301 W. Platt Street, Suite 671, Tampa, Florida 33606 (the "Landowner").

RECITALS

WHEREAS, the District was established by ordinance adopted by the City Commission in and for the City of Davenport pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including amenities, parks, roadways, stormwater management systems, potable and reclaimed water and sewer systems and other infrastructure within or without the boundaries of the District (the "Improvements"); and

WHEREAS, the Landowner is the owner of certain lands located within Phase 2 of the District (the "Landowner Lands"), which will be subject to assessments pledged as security for the District's Series 2018 Bonds (hereinafter defined); and

WHEREAS, the District has adopted an Engineer's Report (hereinafter defined) to finance the planning, design, acquisition, construction, and installation of Improvements within Phase 2 of the District as detailed in the Holly Hill Road East Community Development District Amended and Restated Engineer's Report for Capital Improvements, dated March 21, 2018, as amended by the First Amendment to the Amended and Restated Engineer's Report, dated June 2018 (together, the "Engineer's Report"), attached to this Agreement as Composite Exhibit A and incorporated herein by reference ("Series 2018 Project"); and

WHEREAS, the Improvements include the construction of an amenity facility ("Amenity **Project**"), a portion of which will be constructed as part of the Series 2018 Project and partially funded with a portion of the proceeds of the Series 2018 Bonds (hereinafter defined); and

WHEREAS, the Amenity Project will also be funded by the District's Special Assessment Bonds, Series 2017, future serie(s) of bonds to be issued by the District, and pursuant to funds provided by the North Boulevard Community Development District under an Interlocal Agreement dated September 20, 2017, a Joint Acquisition Agreement dated September 22, 2017, and a Second Joint Acquisition Agreement dated October 17, 2018; and

WHEREAS, the Landowner agrees that the District intends to commence construction of the Amenity Project on or before January 1, 2019, and that the District has secured sufficient funding sources to complete the Amenity Project; and

WHEREAS, the District has imposed special assessments on the Landowner Lands within the District ("Assessments") to secure financing for the construction of the Series 2018 Project described in Exhibit A, and has validated its Holly Hill Road East Community Development District Special Assessment Bonds in the aggregate principal amount of \$18,000,000 to fund the planning, design, permitting, construction and/or acquisition of Improvements; and

WHEREAS, the Landowner has requested that the District limit the amount of Assessments imposed upon the lands within the Landowner Lands; and

WHEREAS, the District intends to finance all or a portion of the Series 2018 Project through the anticipated issuance of the District's Special Assessment Bonds, Series 2018 (the "Series 2018 Bonds"); and

WHEREAS, the Landowner has agreed under this Agreement to cause funds to be provided to the District to complete the Series 2018 Project, excluding the Amenity Project; and

WHEREAS, in order to ensure that the Series 2018 Project, excluding the Amenity Project, is completed and funding is available in a timely manner to provide for its completion, the Landowner and the District hereby agree that the District will be obligated to issue no more than the Series 2018 Bonds to fund the Series 2018 Project, excluding the Amenity Project, and the Landowner will make provision for any additional funds that may be needed in the future for the Series 2018 Project, excluding the Amenity Project, over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

Now, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Landowner agree as follows:

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

2. COMPLETION OF IMPROVEMENTS. The Landowner and District agree and acknowledge that the District's proposed Series 2018 Bonds may provide only a portion of the funds necessary to complete the improvements comprising the Series 2018 Project. Therefore,

the Landowner hereby agrees to provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Series 2018 Project, excluding the Amenity Project, which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively the "**Remaining Improvements**"), whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Series 2018 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2018 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2018 Project shall require the prior written consent of the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

(b) The District and the Landowner acknowledge and agree that the provision of funds under this Agreement will be considered a contribution in lieu of the imposition of special assessments upon the Landowner Lands benefitted by the Series 2018 Project.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of \$2,800,000 par amount of Series 2018 Bonds and use of the proceeds thereof to fund a portion of the Series 2018 Project, and (b) the scope, configuration, size and/or composition of the Series 2018 Project not materially changing without the consent of the Landowner. Such consent is not necessary and the Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2018 Project is materially changed in response to a requirement imposed by a regulatory agency.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. The District and Landowner further agree and acknowledge that any and all real property upon

which the Improvements are constructed or which is necessary for proper access to and use of such Improvements shall be dedicated to the District without cost.

4. **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, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. 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.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

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

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

A.	If to the District:	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: Roy Van Wyk

В.	If to the Landowner:	HHR East, LLC 301 W. Platt Street, Suite 671 Tampa, Florida 33606 Attn: Scott Shapiro
	With a copy to:	Straughn & Turner, P.A 255 Magnolia Avenue, S.W. Winter Haven, Florida 33880 Attn: Richard Straughn

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 Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner 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 Landowner.

THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 10. with respect to Trustee, this Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2018 Bonds, on behalf of the owners of the Series 2018 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of Series 2018 Bonds then outstanding shall be entitled to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting on behalf of and at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Landowner Lands then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be Polk County.

13. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Landowner.

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

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

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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

Attest:

HOLLY HILL ROAD EAST COMMUNITY Development District

Secretary/Assistant Secretary

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

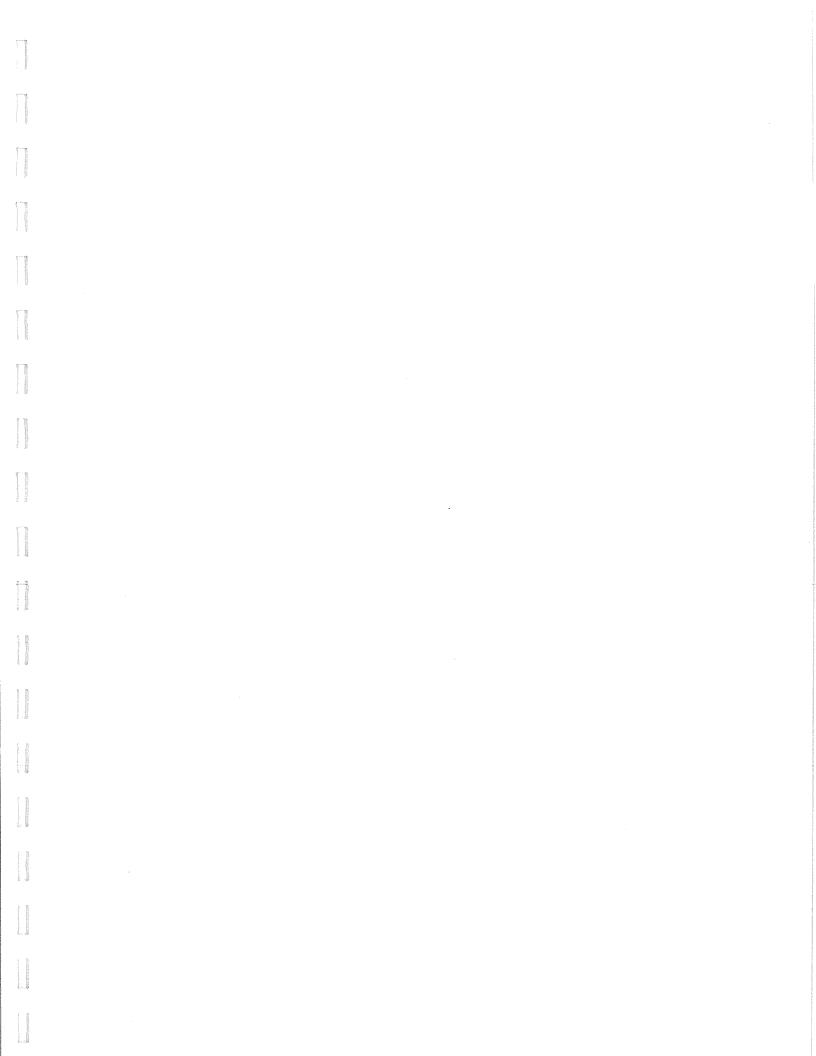
Witness:

HHR EAST, LLC, a Florida limited liability company

Scott H. Shapiro, Manager

Print Name

Comp. Exhibit A: Holly Hill Road East Community Development District Amended and Restated Engineer's Report for Capital Improvements, dated March 21, 2018, as amended in the First Amendment to the Amended and Restated Engineer's Report, dated June 2018



Holly Hill Road East Community Development District

Agreement Regarding True-Up as to the Series 2018 Project This instrument was prepared by and upon recording should be returned to:

Roy Van Wyk, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 (This space reserved for Clerk)

[space above for recording purposes]

AGREEMENT BETWEEN THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AND HHR EAST, LLC REGARDING TRUE-UP AS TO THE SERIES 2018 PROJECT

THIS TRUE UP AGREEMENT is (the "Agreement") is made and entered into this 15th day of November, 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 the City of Davenport, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32167 (the "**District**"), and

HHR EAST, LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, with a mailing address of 301 W. Platt Street, Suite 671, Tampa, Florida 33606 (the "Landowner"; and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by an ordinance adopted by City Commission in and for the City of Davenport, Florida (the "City"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and is validly existing under the Constitution and laws of the State of Florida; and

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

WHEREAS, Landowner is the owner of certain lands within Phase 2 of the District ("Landowner Lands"), which lands are described in <u>Exhibit A</u> ("Series 2018 Assessment Area"), and which are subject to the Assessments (hereinafter defined); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services in Phase 2 of the District, as detailed in the Holly Hill Road East Community Development District Amended and Restated Engineer's Report for Capital Improvements, dated March 21, 2018, as amended in the First Amendment to the Amended and Restated Engineer's

HHR East, LLC. – True-Up Agreement

Report, dated June 2018 (together, the "Engineer's Report"), attached to this Agreement as <u>Composite Exhibit B</u> ("Series 2018 Project"); and

WHEREAS, the District intends to finance a portion of the Series 2018 Project through the anticipated issuance of its Holly Hill Road East Community Development District Special Assessment Bonds, Series 2018, in the principal amount of \$2,800,000, (the "Series 2018 Bonds"); and

WHEREAS, pursuant to Resolution 2018-06, 2018-07, 2018-10, and 2019-03 (the "Assessment Resolutions"), the District imposed special assessments on the Series 2018 Assessment Area (the "Assessments") within the District pursuant to Chapters 170, 190, 197, *Florida Statutes*, to secure the repayment of the Series 2018 Bonds; and

WHEREAS, Landowner agrees that all of Landowner's Lands within the Series 2018 Assessment Area, benefit from the timely design, construction, or acquisition of the improvements comprising the Series 2018 Project (the "Improvements"); and

WHEREAS, Landowner agrees that the Assessments which were imposed on the Series 2018 Assessment Area within the District have been validly imposed and constitute valid, legal and binding liens upon the Landowner Lands as to which Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessments on the Landowner Lands within the District; and

WHEREAS, the Amended and Restated Master Assessment Methodology Report, dated March 21, 2018, as supplemented in the Supplemental Assessment Methodology Report, Phase 2, dated October 19, 2018 (together, the "Assessment Report"), provides that as the Landowner Lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the Landowner Lands within the District would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Landowner Lands within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Landowner Lands within the Series 2018 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the Assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, Landowner and the District desire to enter into this Agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Assessments, subject to the terms and conditions contained herein.

Now, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, 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. COVENANTS.

A. The provisions of this Agreement shall constitute a covenant running with the Landowner Lands and shall remain in full force and effect and be binding upon the Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

B. Landowner agrees that to the extent Landowner fails to timely pay all Assessments collected by mailed notice of the District, said unpaid Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to the Assessments. As of the date of the execution of this Agreement, Landowner has informed the District that Landowner will convey the Landowner Lands to a new landowner/developer/builder ("**Buyer**") after the Landowner Lands are platted and fully developed into a total of 100 residential lots.

B. Process for Reallocation of Assessments. The Assessments will be reallocated among Landowner Lands as the Landowner Lands are platted (hereinafter referred to as "**plat**" or "**platted**"). In connection with such platting of acreage, the Assessments imposed on the acreage being platted will be allocated based upon the precise number of lots within the area being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Assessments to the number of lots being platted and the remaining property in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of the Landowner Lands within the District owned by Landowner shall be presented to the District for review and allocation of the Assessments to the lots being platted and the remaining property within Landowner Lands in accordance with the Assessment Report ("**Reallocation**"). Landowner covenants to comply with this

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requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 100 platted lots within the Landowner Lands. Thus, at the time of platting of the Landowner Lands there must be at least 100 platted lots to assign the bond debt to. If not, the District would require a True-Up Payment from the Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted as in the par amount per platted lot as set forth in Exhibit A to the Assessment Report.

(iii) The True-Up calculation shall be performed at the time the Landowner Lands are platted.

If at the time the True-Up calculation is performed, it is determined (iv) that less than 100 lots are to be platted, a True-Up Payment shall become due and payable by the Landowner. Any such True-Up Payment determined to be due by the Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Series 2018 Assessment Area Assessment installment payable for the Landowner Lands owned by the Landowner. 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, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the The District shall record all True-Up Payments in its Series 2018 Bonds. Improvement Lien book. If such True-Up Payment is made at least forty five (45) days prior to an interest payment date on the Series 2018 Bonds, the Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that Landowner will plat or cause to be platted at least 100 residential dwelling units within the Series 2018 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated residential dwelling units from being platted. In no event shall the District collect Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Improvements, including all costs of financing and interest. The District, however, may collect Assessments in excess of the annual debt service related to the Improvements, including all costs of financing and interest, which shall be applied to prepay the Series 2018 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Improvements, the District agrees to take appropriate action by resolution to equitably Reallocate the Assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Assessments and to abide by the requirements of the Reallocation of Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First-Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the parties, as follows:

А.	If to the District:	Holly Hill Road East Community Development District 12051 Corporate Boulevard Orlando, Florida 32167 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: Roy Van Wyk
В.	If to the Landowner:	HHR East, LLC 301 W. Platt Street, Suite 671 Tampa, Florida 33606 Attn: Scott Shapiro
	With a copy to:	Straughn & Turner, P.A 255 Magnolia Avenue, S.W. Winter Haven, Florida 33880 Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Landowner Lands by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

A. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to the Landowner Lands, binding upon Landowner and its successors and assigns including, without limitation, the Buyer and its successors and assigns as to the Landowner Lands or portions thereof, and any transferee of any portion of the Landowner Lands, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. No portion of the Landowner Lands may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

(i) Platted and fully-developed lots to homebuilders restricted from replatting.

- (ii) Platted and fully-developed lots to end users.
- (iii) Portions of the Landowner Lands exempt from assessments to the City, County, the District, or other governmental agencies.

Any transfer of any portion of the Landowner Lands pursuant to subsections (i), (ii) or (iii) of this Section 7(B) shall constitute an automatic release of such portion of the Landowner Lands from the scope and effect of this Agreement, provided, however, that any True-Up Payment owing is paid prior to such transfer.

C. Landowner shall not transfer any portion of the Landowner Lands to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions ("**Transfer Conditions**"): (i) delivering a recorded copy of this Agreement to such

third party; and (ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer. Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Landowner Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection (ii) above, and the transferee shall be deemed to have assumed Landowner's obligations in accordance herewith and shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of the Landowner Lands so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those specified in subsection B., above, shall take title subject to the terms of this Agreement.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee of the Series 2018 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding.

SECTION 9. TERMINATION. This Agreement shall terminate automatically upon all Series 2016 Assessments having been allocated and the payment of any True-Up Payment having been determined to be due.

SECTION 10. NEGOTIATION AT ARM'S LENGTH. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, The Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 11. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy or claim under or by reason of this Agreement or any 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 Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2018 Bonds, on behalf of the owners of this Agreement and acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of Series 2018 Bonds then outstanding, shall be entitled to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 12. 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 13. 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 14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 15. EXECUTION IN 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.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[SIGNATURE PAGE FOLLOWS]

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

Attest:

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

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

STATE OF FLORIDA COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Warren K. (Rennie) Heath, II, as Chairperson of Holly Hill Road East Community Development District, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of Florida this _____ day of ______, 2018.

Notary Public

Personally known:	
Produced Identification:	
Type of Identification: _	

Witnesses:

HHR EAST, LLC a Florida limited liability company

Name:_____

Scott H. Shapiro Its: Manager

Name:_____

STATE OF FLORIDA COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Scott H. Shapiro, an authorized representative of HHR East, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of Florida this _____ day of ______, 2018.

Notary Public

Personally known: ______ Produced Identification: ______ Type of Identification: ______

Exhibit A:Legal Description of Series 2018 Assessment Area LandsComp. Exhibit B:Holly Hill Road East Community Development District Amended and
Restated Engineer's Report for Capital Improvements, dated March 21,
2018, as amended in the First Amendment to the Amended and Restated
Engineer's Report, dated June 2018

<u>Exhibit A</u> Series 2018 Assessment Area

TRACTS 12-16 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THAT PART OF TRACTS 15 AND 16 DESCRIBED AS FOLLOWS:

<u>COMMENCE</u> AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 16 AND THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD ACCORDING TO THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 781, PAGE 713 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°29'37" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 190.60 FEET TO THE <u>POINT OF BEGINNING</u> FOR THIS DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°37'22" EAST, A DISTANCE OF 16.28 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°48'01" (CHORD = 35.60 FEET, CHORD BEARING = NORTH 45°01'22" EAST) FOR A DISTANCE OF 39.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 384.80 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 89°34'37" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°25'23" WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 89°34'37" WEST, A DISTANCE OF 541.81 FEET, TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE, A DISTANCE OF 179.45 FEET TO THE NORTH 00°29'37" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 179.45 FEET TO THE POINT OF BEGINNING.

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<u>Exhibit B</u>

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Holly Hill Road East Community Development District

Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Project This instrument was prepared by and upon recording should be returned to:

Roy Van Wyk, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 (This space reserved for Clerk)

[space above for recording purposes]

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2018 PROJECT

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2018 PROJECT (herein, the "Assignment"), is made this 15th day of November, 2018, by HHR EAST, LLC, a Florida limited liability company (together with certain successors and assigns as specified herein, the "Landowner"), in favor of the Holly Hill Road East Community Development District, a local unit of special purpose government organized and created under the laws of the State of Florida, located in the City of Davenport, Polk County, Florida (together with its successors and assigns, the "District").

RECITALS

WHEREAS, Landowner is the owner of a portion of the real property within the District known as Phase 2, as more particularly described in Exhibit A, attached hereto ("Property"); and

WHEREAS, the District proposes to issue its Special Assessment Bonds, Series 2018 ("Series 2018 Bonds"), to finance certain improvements which will benefit all of the Property; and

WHEREAS, the security for the repayment of the Series 2018 Bonds are the special assessments levied against the Property ("Assessments"); and

WHEREAS, the parties intend the Property will be platted and fully developed into a total of 100 residential lots ("Lots"), and the Lots will be sold to homebuyers ("Development Completion"), as contemplated by the Amended and Restated Master Assessment Methodology Report, dated March 21, 2018, supplemented by the Supplemental Assessment Methodology Report, Phase 2, dated October, 2018 (all of such Lots and associated improvements being referred to herein as the "Development"); and

WHEREAS, the portion of the capital improvement project of the District which is being partially financed with the proceeds of the Series 2018 Bonds is described in the Holly Hill Road East Community Development District Amended and Restated Engineer's Report for Capital Improvements, dated March 21, 2018, as amended by the First Amendment to the Amended and

Restated Engineer's Report, dated June 2018 (together, the "Engineer's Report"), as Phase 2 of the capital improvement project (the "Series 2018 Project"); and

WHEREAS, in the event of default in the payment of the Assessments securing the Series 2018 Bonds or in the payment of a True-Up Payment (as defined in the Agreement between the District and Landowner Regarding True-Up as to the Series 2018 Project), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded to the District under the Master Trust Indenture dated November 1, 2017 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated November 1, 2018 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), pursuant to which the Series 2018 Bonds are being issued, and the other agreements being entered into by Landowner concurrent herewith with respect to the Series 2018 Bonds and the Series 2018 Project (the Indentures and agreements being referred to collectively as the "Bond Documents," and such remedies being referred to collectively as the "Remedial Rights"), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2018 Project.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is acknowledged, Landowner and District agree as follows:

1. <u>Recitals; Exhibits</u>. The foregoing recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated herein by this reference.

2. Collateral Assignment.

Subject to the terms and conditions of this Assignment, Landowner hereby (a) collaterally assigns to the District, to the extent assignable, all of Landowner's development rights, permits, entitlements and work product relating to development of the Landowner's Lands, and Landowner's rights as declarant of any property owner or homeowner association with respect to the Property (collectively, the "Development Rights"), as security for Landowner's payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Assessments levied against the Property owned by Landowner from time to time, and any True-Up Payment. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2018 Project or the Landowner Land, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to unaffiliated homebuilders of the Landowner or homebuyers effective as of such conveyance, (y) any portion of the Property which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Davenport, (the "City"), Polk County (the "County"), Florida, the District, any unaffiliated homebuilder of the Landowner, any utility provider, governmental or quasi-governmental entity, any homeowner's or property owner's association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable, or (z) Lots conveyed to end user residents:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2018 Project or the construction of improvements on the Property or off-site to the extent such off-site improvements are necessary or required to complete the Series 2018 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2018 Project or the construction of improvements on the Property;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Property, including, without limitation, Landowner's contracts with homebuilders, if any, and homebuyers (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the Assessments levied against the portion of Property owned by the Landowner, from time to time, failure of Landowner to satisfy a True-Up Payment, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2018 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Property to an unaffiliated homebuilder or homebuyer but only as to such portion transferred, from time to time. To the extent that any portion of the Property has not reached Development Completion, but the Assessments securing the Series 2018 Bonds on such portion of the Property have been paid in full, this Assignment shall automatically terminate only as it relates to such portion of the Property for which Assessments have been paid in full.

3. <u>Representations and Warranties by Landowner.</u> Landowner represents and warrants to the District that, subject to the Sales Contracts:

(a) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner to execute this Assignment and perform all of Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Landowner as to the Property or any portion thereof, to this Assignment to the extent of the portion of the Property so conveyed, except to the extent described in Section 2 above.

4. <u>Covenants.</u> Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Landowner's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2018 Project, or (ii) limit Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's obligations under the Bond Documents.

(c) Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2018 Bonds or would materially impair or impede the ability to achieve Development Completion.

5. <u>Events of Default</u>. Any breach of the Landowner's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default" under this Assignment.

6. <u>Remedies Upon Default</u>. Upon an Event of Default, or the transfer of title to any portion of the Property owned by Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner therein as fully as Landowner could; and

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

7. <u>Authorization</u>. In the Event of Default, Landowner does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release the Landowner from its obligations under this Assignment.

8. <u>Third Party Beneficiaries</u>. The parties hereto agree that the trustee under the Indenture ("**Trustee**"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment, and entitled to enforce the Landowner's obligations hereunder at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then-outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

9. <u>Amendment</u>. This Assignment may be modified in writing only by the mutual agreement of all parties hereto. This Assignment may not be amended without the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then-outstanding.

10. <u>Miscellaneous.</u> Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the

scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

11. <u>Applicable Law and Venue</u>. 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.

12. <u>Counterparts</u>. 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.

[Signature page follows]

IN WITNESS WHEREOF, Landowner and District have caused this Assignment to be executed and delivered on the day and year first written above.

Witnesses:	HHR EAST, LLC a Florida limited liability company	
Name:	Scott H. Shapiro Its: Manager	
Name:		
STATE OF FLORIDA COUNTY OF		

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Scott H. Shapiro, as an authorized representative of HHR East, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or who has produced ______ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

Witnesses:	HOLLY HILL ROAD EAST COMMUNITY Development District
Name:	By: Warren K. Heath (Rennie), II, Chairperson, Board of Supervisors
Name:	

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Warren K. (Rennie) Heath, II, as Chairperson of Holly Hill Road East Community Development District. He is personally known to me; or has produced ______ (type of identification), as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

<u>Exhibit A</u> Legal Description of Phase 2 Lands

TRACTS 12-16 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

Holly Hill Road East Community Development District

Notice of Series 2018 Assessments

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by and return to:

Roy Van Wyk, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT BONDS, SERIES 2018

PLEASE TAKE NOTICE that the Board of Supervisors of the Holly Hill Road East Community Development District (the "**District**") in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2018-06, 2018-07, 2018-10, and 2019-03 (collectively, the "Assessment Resolutions"), confirming and certifying the lien of non advalorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Capital Improvement Plan for Phase 2 as described in the *Holly Hill Road East Community Development District Amended and Restated Engineer's Report for Capital Improvements*, dated March 21, 2018, as amended in the *First Amendment to the Amended and Restated Engineer's Report*, dated June 2018 (together, the "Engineer's Report"). Said assessments are pledged to secure the District's Special Assessment Bonds, Series 2018 Bonds. The legal description of the lands on which said special assessments are imposed is attached to this Notice ("Notice") as **Exhibit A.** The special assessments are imposed on benefitted property within the District as described in the *Amended and Restated Master* Assessment Methodology Report, dated March 21, 2018, as supplemented in the Supplemental Assessment Methodology Report, Phase 2, dated October 19, 2018 (together, the "Assessment Report"), approved by the District. A copy of the Engineer's Report, Assessment Report, and the Assessment Resolutions may be obtained by contacting the District at: Holly Hill Road East Community Development District, c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817; Ph.: (407) 382-3256. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

2

IN WITNESS WHEREOF, this Notice has been executed on the 15th day of November, 2018, and recorded in the Official Records of Polk County, Florida.

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

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

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,

by Warren K. (Rennie) Heath, II, Chairperson of the Board of Supervisors, who is personally

known to me and did not take an oath.

Print Name:

Notary Public, State of Florida

Commission No.:

My Commission Expires: _____

<u>Exhibit A</u> Series 2018 Assessment Area Lands

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Holly Hill Road East Community Development District

Other Matters

(provided under separate cover)

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Matters Relative to the Phase 2 Construction

Consideration of Assignment of Construction Contract for the Amenity Facility

(provided under separate cover)

Assignment of Contract

Amenity Facility Construction Contract between Henkelman Construction, Inc. and HHR East, LLC

Consideration of Agreement between the District and Paverscape, Inc. regarding Installation of Retaining Walls (Phase 2)

AGREEMENT BETWEEN HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AND PAVERSCAPE, INC. REGARDING INSTALLATION OF RETAINING WALL IMPROVEMENTS

This Agreement ("Agreement") is made and entered into this 7th day of November, 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

PAVERSCAPE, INC., a Florida corporation, whose address is 2430 Ridgemoor Dr., Orlando, FL 32828 (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 landscaping improvements on certain property located within the District planned to contain a residential community known as Citrus Isles (the "District Property"); and

WHEREAS, the District desires to retain an independent contractor to provide construction services for the installation of landscaping improvements as more specifically set forth in Contractor's proposal, dated November 20, 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 \$175,406.00 (One Hundred and Seventy-five Thousand and Four Hundred Six Dollars and No Cents) in accordance with Exhibit A (includes Base Price, Option 1, and Option 3).

- 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.

WARRANTY AND COVENANT. The Contractor warrants to the District that SECTION 4. 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 one (1) year 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	
Bodily Injury (including contractual)	\$2,000,000

Property Damage (including contractual)	\$2,000,000
Automobile Liability (if applicable) <i>Bodily Injury and Property Damage</i>	\$2,000,000

- **B.** Contract shall name the District, 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 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, 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:

А.	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:

PaverScape, Inc. 2430 Ridgemoor Dr. Orlando, FL 32828 Attn: Ernie Cox ernie.paverscape@gmail.com

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 nonbusiness 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, 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 off sets 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:

PAVERSCAPE, INC.

Signature of Witness

By:_____

Print Name: _____

Title: ______

Attached as Exhibit A:

Contractor's Proposal, dated October 2, 2018

EXHBIT A

Contractor's Proposal, dated October 2, 2018

PaverScape, Inc.

Ernie Cox 2430 Ridgemoor Dr. Orlando, FL 32828 Office: 407-381-1022 • Fax: 407-381-1034 Cell: 407-709-0055 • ernie.paverscape@gmail.com www.paverscapeinc.net



Date:	Proposal for Segmental Retaining Walls October 2, 2018
Presented to:	Scott Shapiro Landmark Investment Services, LLC Email: scott@Iminv.com
Job/Project:	Citrus Pointe Polk County, FL

Work to Include:

- Furnish and install (6) Segmental Retaining Wall with gray colored units and caps as per plans 9-13-18, rev
 2.
- Filter fabric, geogrid reinforcement as needed, recycled aggregate for leveling pad and drainage composite.
- Placement and compaction of client supplied backfill material, and Signed /Sealed engineered drawings.
- Proposal is based on (I) mobilization. Additional mobilizations may be subject to a \$750.00 charge per mobilization.
- General Liability Insurance which specifically includes coverage for retaining wall construction including land and earth movement. <u>Please verify that your retaining wall subcontractor has the necessary coverage without specific exclusions noted on their policy.</u>

Work to Exclude:

- Permits, bonds, fees, testing, bulk excavation, layout, backfill material, soils report, erosion control.
- Global stability analysis or rapid draw down design (if applicable), final EOR certification letter
- Grout reinforcement of wall for handrail, handrail must be installed a minimum 3' behind wall face (fence by others).
- Dewatering, fall protection, drain pipes/outlets at base of wall, rip rap and/or scour protection.

• Location of all utilities and removal of trash and wood pallets from site.

Base Price: <u>S153.356.OO</u> which includes 8,839 SF (1,675 LF) of retaining

Option 1:

walls.

Option 2:	<u>S6.100.00</u> which includes permitting of retaining wall. \$8:800.00 which includes switching from gray to colored retaining wall block and cap.
Option 3:	<u>S15.950.OO</u> which includes supply and installation of 12" PVC sleeves for fence (fence by others). Sleeves to be set directly behind wall, 6' OC spacing (Walls 1-5).

All material is guaranteed as specified. All work to be completed in workmanlike manor according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become extra charge over

and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within <u>hirty (30)</u> days of below date and is void thereafter at the option of the undersigned. <u>ACCEPTANCE OF PROPOSAL</u>

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

.....

Date:Signature:Title: