

Holly Hill Road East Community Development District

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

www.hollyhillroadeastcdd.com

The following is the proposed agenda for the meeting of the Board of Supervisors for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, December 19, 2018 at 10:00 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** Participant Code: **964985**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the October 11, 2018 Special Meeting, October 17, 2018 Board of Supervisors Meeting, and November 7, 2018 Special Meeting**

Business Matters

2. **Consideration of Resolution 2019-04, Ratifying the Sale of the Series 2018 Bonds**
3. **Consideration of Amended and Restated Disclosure of Public Financing**
4. **Consideration of Notice of Lien of Special Assessments, Series 2018**
5. **Consideration of Notice of Boundary Amendment**
6. **Presentation of Second Amended & Restated Engineer's Report (Phase 4)**
7. **Presentation of Second Amended & Restated Assessment Methodology (Phase 4)**
8. **Consideration of Resolution 2019-05, Declaring Special Assessments on the Expansion Area**
9. **Consideration of Resolution 2019-06, Setting a Public Hearing on the Imposition of Special Assessments on the Expansion Area**
10. **Consideration of Resolution 2019-07, Setting a Public Hearing on the District's Intent to Use the Uniform Method of Collection for the Expansion Area**
11. **Consideration of Navitas Lease Agreement for Playground Equipment**
12. **Consideration of CRI Engagement Letter for FY2018 Auditing Services**
13. **Consideration of Agreement between the District and Danielle Fence Mfg. Co. Proposal for Perimeter Fence**
14. **Consideration of Assignment of Engineering Services Agreement**

- 15. Ratification of Henkelman Construction, Inc. – Change Order No. 1 –
Addition of Bond to Amenity Center Contract**
- 16. Ratification of Tucker Paving Inc. – Change Order No. 18-978 – Lift Station**
- 17. Ratification of Payment Authorization Nos. 45 – 54**
- 18. Review of Monthly Financials**

Other Business

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



**Holly Hill Road East
Community Development District**

Minutes

MINUTES OF MEETING

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

Thursday October 11, 2018 at 9:22 a.m.

Offices of Cassidy Homes

346 East Central Ave.,

Winter Haven, Florida 33880

Board Members present at roll call:

Rennie Heath	Board Member
Scott Shapiro	Board Member
Andrew Rhinehart	Board Member
John Mazuchowski	Board Member
Lauren Schwenk	Board Member

Also, Present:

Sarah Sandy	Hopping Green & Sams, P.A. (via phone)
Jane Gaarlandt	Fishkind & Associates, Inc.
Patrick Marone	Cassidy Group (joined @ 9:28 a.m.)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 9:22 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Gaarlandt noted for the record that there were no members of the public present at this time.

THIRD ORDER OF BUSINESS

Amenity Center Financing

- a) Consideration of Second Joint Agreement between Holly Hill Road East Community Development District, The North Boulevard Community Development District, and

**HHR East, LLC, Regarding
the Joint Acquisition of Certain
Work Product, Improvements
and Real Property**

Ms. Sandy explained the Second Joint Acquisition Agreement governs any acquisition of the amenity center work product, improvements, and real property for all future phases after Phase 1 in the District and North Boulevard CDD. It also allows for the assignment of construction contracts to the District. She also noted that the North Boulevard CDD Board would be considering the agreement at their November 17th meeting.

On MOTION by Mr. Shapiro, seconded by Mr. Heath, with all in favor, the Board approved Consideration of Second Joint Agreement between Holly Hill Road East Community Development District, The North Boulevard Community Development District, and HHR East, LLC, Regarding the Joint Acquisition of Certain Work Product, Improvements and Real Property.

**b) Consideration of Resolution
2019-01, Authorizing Not to
Exceed \$550,000 Bond
Anticipation Note, Series 2018
(Amenity Center Line of
Credit)**

Ms. Sandy stated that Bond Counsel was going to present this. Ms. Sandy presented Resolution 2019-01 to the Board. She stated that the Bond Anticipation Note would allow the entities to advance fund for the District up to \$550,000.00 and the funds would be used for the Amenity Center construction and pay the proportionate share for Phases 3 and the anticipated Phase 4 for Holly Hill. It would allow for those amounts to incur interest and it is anticipated that any amount advanced under the note would be repaid by future Bond issuance and if the District ended up not issuing those Bonds then the District would be obligated to levy assessments on Phase 3 and the anticipated Phase 4 to repay the debt amounts that were advanced. Ms. Sandy asked if Mr. Shapiro wanted to recuse himself from this vote.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with 4 in favor and 1 abstained, the Board approved Resolution 2019-01, Authorizing Not to Exceed \$550,000 Bond Anticipation Note, Series 2018.

Mr. Marone joined the meeting in progress at 9:28 a.m.

FOURTH ORDER OF BUSINESS

Consideration of Construction Funding Agreement with HHR East, LLC for Phase 2 Costs

Ms. Sandy explained the Construction Funding Agreement provides that HHR East, LLC will pay for the District's Phase 2 construction costs until it can issue bonds for such purpose, which it plans to do within the next month or 2, and the agreement covers both the Phase 2 infrastructure and Phase 2's proportionate share of the amenity facility .

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the Construction Funding Agreement with HHR East, LLC for Phase 2 Costs.

FIFTH ORDER OF BUSINESS

Consideration of Acquisition Agreement with HHR East, LLC, Regarding Phase 2 Work Product, Improvements, and Real Property

Ms. Sandy explained the Acquisition Agreement governs any acquisition of the Phase 2 work product, improvements, and real property, except for the Amenity Facility improvements, and provides for the assignments of constructions contracts to the District.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board adopted Acquisition Agreement with HHR East, LLC, Regarding Phase 2 Work Product, Improvements, and Real Property.

SIXTH ORDER OF BUSINESS

Consideration of Assignment of Construction Contract for the Amenity Facility

- a) Assignment of Contract
- b) Phase 2 Construction Contract
between Tucker Paving, Inc.,
and HHR East, LLC

Ms. Sandy provided some background to the Board, explaining HHR East, LLC, has begun constructing the capital improvement infrastructure the District planned to construct in Phase 2, as well as the amenity facility because the District did not have the financing means at the time; however, it has determined it would be more economical for the District to complete the construction, and the District will shortly have the finances to do so; therefore, HHR East, LLC, has proposed that the District accept assignment of the construction contract it has with Tucker Paving. Ms. Sandy explained HHR East bid out the Tucker Paving contract using the same competitive bidding procedures the District uses and the form of EJCDC contract documents the District uses. Ms. Sandy explained the Assignment of Construction Contract for the Amenity Facility and the Phase 2 Construction Contract between Tucker Paving, Inc., and HHR East, LLC. She stated that the total contract price is in the amount of \$1,990,113.48.

On MOTION by Mr. Heath, seconded by Mr. Shapiro, with all in favor, the Board approved the Assignment of Construction Contract for Phase 2 infrastructure with Tucker Paving, Inc. from HHR East, LLC to the District, and all documents included in the agenda packet related thereto.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2019-02, Direct Purchase Resolution

Ms. Sandy explained Florida statute exempts construction materials directly purchased by

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor the Board approved Resolution 2019-02, Direct Purchase Resolution.

the form documents that are needed in order to properly document each purchase.

Ms. Gaarlandt explained that part of the Direct Purchase Resolution is to take out the builders' risk insurance and she requested approval from the Board to bind the insurance.

On MOTION by Mr. Shapiro, seconded by Ms. Schwenk, with all in favor the Board authorized the District manager to bind the Builders Risk Insurance for the Direct Purchases for Phase 2.

EIGHTH ORDER OF BUSINESS

Consideration of Uniform Collection Agreement between Polk County Tax Collector and the District

Ms. Gaarlandt explained the Uniform Collection Agreement to the Board.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor the Board approved the Uniform Collection Agreement between Polk County Tax Collector and the District.

NINTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Sandy stated that the District will be posting for the next series of Bonds soon and hopefully pre-closing and closing on that in early November.

District Engineer – Not Present

District Manager – No Report

TENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Mr. Shapiro asked Ms. Sandy that when the Board approved the different funding agreements today if it included the Bond Anticipation Note. Ms. Sandy confirmed that it was approved as Resolution 2019-01. She will bring it before the North Boulevard Board, not for approval but to put it on the record for presenting it to that Board and accepting any comments from that Board. She noted that several of those Board Members also serve on the Board for Holly Hill Road East.

Mr. Shapiro stated that the District Engineer is going to issue the notice to proceed to Tucker Paving and asked if that needs Board approval or if it is standard. Ms. Sandy replied that it is standard and the District needs the Payment and Performance Bond from them first before the District can issue the notice to proceed. Mr. Shapiro will call them after this meeting to get that.

Mr. Shapiro asked if she prepared the Notice of Commencement. Ms. Sandy responded that she believed that Ms. Warren sent him a form of it but Ms. Sandy said that she can prepare it if the Board would like and asked Mr. Shapiro if he wanted her to send it to him. He responded yes. He asked if she would be able to do that today. Ms. Sandy replied that her network is not back up yet so she has not access to anything on the email or document management system. She said that getting something out will be difficult. She asked Mr. Shapiro to review what Ms. Warren sent him and asked if he can put it together from that and if not to call her and they can work something out.

Mr. Shapiro asked if there was anything else the District needed to do regarding starting up development. Ms. Sandy responded that she sent Ms. Gaarlandt the forms for the purchase orders and they need to be executed and have the insurance in place and then the District will be ready to move forward. Mr. Shapiro asked if Ms. Gaarlandt has the authority to sign the purchase orders.

Ms. Sandy replied that she has the authority already through the resolution the Board just adopted.

ELEVENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Mr. Shapiro, seconded by Mr. Rhinehart, with all in favor, the Board adjourned the October 11, 2018 Special meeting of the Board of Supervisors for Holly Hill Road East.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING

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

Wednesday October 17, 2018 at 10:02 a.m.

Offices of Cassidy Homes

346 East Central Ave.,

Winter Haven, Florida 33880

Board Members present at roll call:

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

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Camille Evans	Greenberg Traurig	(via phone)
Sarah Sandy	Hopping Green & Sams, P.A.	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 10:02 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the August 15, 2018 Board of Supervisors Meeting

The Board reviewed the minutes of the August 15, 2018 Board of Supervisors Meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the Minutes of the August 15, 2018 Board of Supervisors Meeting.

FOURTH ORDER OF BUSINESS

Consideration of the First Amendment to the Agreement Between Creative Association Services, Inc., and the District for Landscape Maintenance Services

Ms. Gaarlandt explained that at the previous meeting the proposal was approved but there was a change with the slope work being taken out and this amendment formalizes that change.

Ms. Schwenk noted that she needs to recuse herself from the vote.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with 3 in favor and 1 abstained, the Board approved First Amendment to the Agreement Between Creative Association Services, Inc., and the District for Landscape Maintenance Services.

FIFTH ORDER OF BUSINESS

Ratification of Requisition No. 93- A for the Amenity Center Lands

Ms. Sandy asked this is a ratification of the requisition that was already approved and paid. She noted that this was the one for the Amenity Center lands in the amount of \$280,000.00 and was paid out of the District's Series 2017 Bond proceeds as approved by the Board previously

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Ratification of Requisition No. 93-A for the Amenity Center Lands.

SIXTH ORDER OF BUSINESS

Ratification of Payment Authorization Nos. 38 - 44

The Board reviewed Payment Authorization Nos. 38 – 44.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 38 - 44.

SEVENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials. There was no Board action required at this time.

Mr. Heath asked why there is a \$4,000.00 cost for the Property Appraiser. Ms. Gaarlandt stated that it is related to the District going on roll. She noted that she will ask the accountant and get back to him with the answer. Mr. Heath realized it was in the payment authorizations.

EIGHTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Sandy stated that she had a successful public hearing and first reading of the ordinance for the boundary amendment on Monday and there were a few questions regarding the school site that Mr. Heath was able to answer. She noted that there were no objections from the Commission. She stated that it is set for a second reading on November 5, 2018 and she hopes to have it approved at that time.

Ms. Sandy stated that the District is considering doing a special meeting and pre-closing for the 2018 Bonds on November 7, 2018 and she wanted to make sure that District staff check everyone's schedule and set that special meeting at this time. Mr. Shapiro stated he will be there. The closing will be done at the Cassidy office.

Ms. Sandy asked Ms. Evans if the meeting can be done mid-morning because she has another meeting in the afternoon. Ms. Sandy stated that a special meeting may be scheduled for North Boulevard as well in order to do a delegation resolution. Mr. Shapiro stated that it might be too soon depending on when the Bonds will be issued. He stated that Jon suggested not holding the special meeting until; closer to Bond issuance. Ms. Gaarlandt stated that if the District needs Mr. Plenzler to call in for anything he has a conflict at 10:00 a.m. Ms. Evans stated that she is open

around 11:00 on November 7, 2018. Ms. Gaarlandt will notice a special meeting for Wednesday November 7, 2018 at 11:00 a.m.

District Engineer – Not Present

District Manager – No Report

NINTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or Audience comments.

TENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board adjourned the October 17, 2018 meeting of the Board of Supervisors for Holly Hill Road East.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING

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

Wednesday November 7, 2018 at 11:00 a.m.

Offices of Cassidy Homes

346 East Central Ave.,

Winter Haven, Florida 33880

Board Members present at roll call:

Rennie Heath	Board Member
Lauren Schwenk	Board Member
John Mazuchowski	Board Member
Andrew Rhinehart	Board Member
Scott Shapiro	Board Member

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.
Kevin Plenzler	Fishkind & Associates, Inc.
Sarah Sandy	Hopping Green & Sams, P.A.
Dennis Wood	Dennis Wood Engineering, LLC (by phone)
Sarah Parrow	Gray Robinson
James Audette	US Bank Global Corporate Trust
Drew White	Cassidy Group

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 11:04 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

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 Assessments**
- g) Other Matters**

Mr. Plenzler presented the updated Supplemental Assessment Methodology Report to the Board. Ms. Sandy asked if the lands subject to the assessments receive a special benefit from the Series 2018 project. Mr. Plenzler answered yes. Ms. Sandy asked if the special assessment are reasonably apportioned among the lands subject to the assessments. Mr. Plenzler answered yes. Ms. Sandy asked if it is reasonable, proper, and just to assess the cost of the 2018 Project against the lands in the District in accordance with the Methodology. Mr. Plenzler responded yes. Ms. Sandy asked if the special benefit that the lands receive be equal to or in excess of the Series 2018 Assessments. Mr. Plenzler answered yes. Ms. Sandy asked if it is in the best interest of the District that the Series 2018 Assessments be paid and reflected in accordance with the Methodology. Mr. Plenzler responded yes.

Mr. Wood joined the meeting via phone and presented the Amended and Restated Engineer's Report, as amended by the First Amendment to the Amended and Restated Engineer's Report. Ms. Sandy asked if the total cost of the Series 2018 project for Phase 2 is \$2,792,500.00. Mr. Wood replied that is correct. Ms. Sandy asked if the cost estimates in the Amended and Restated Engineer's report, as amended, are reasonable and proper. Mr. Wood answered yes. Ms. Sandy asked if he is aware of any reason the Series 2018 Project cannot be carried out by the District. Mr. Wood responded no.

Ms. Sandy presented Resolution 2019-03, Supplemental 170.08 Assessment Resolution to the Board, noting among other things it adopts the Engineer's Report, as amended, the Final Supplemental Assessment Methodology for Phase 2, and confirms the lien of the Series 2018 Assessments based on the final terms of the Series 2018 Bonds, including a \$2.8 million par amount, and allocates those assessments to the property in accordance with the methodology.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2019-03, Supplemental 170.08 Assessment Resolution.

Ms. Sandy presented the agreement regarding completion of the Series 2018 project stating it obligates the Developer to complete the remainder of the Series 2018 Project, as identified in the Engineer's Report, for which the Series 2018 Bonds do not otherwise fund or to give the funding necessary for completion of same, except for the amenity project.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved the Agreement regarding completion of the Series 2018 Project for execution by the Chair.

Ms. Sandy presented the agreement regarding True-Up as to the Series 2018 Project stating it obligates the Developer to make true-up payments to the District in the event that HHR East, LLC develops fewer units than presently intended.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Agreement Regarding True-Up as to the Series 2018 Project for execution by the Chair.

Ms. Sandy explained the Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Assessments stating it obligates Developer to assign development rights to the District in the event of a default in payment on the Series 2018 Assessments by Developer.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved the Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Assessments.

Ms. Sandy presented the Notice of Series 2018 Assessments. No action was required by the Board.

FOURTH ORDER OF BUSINESS

Matters Relative to the Phase 2 Construction

- a) Consideration of Assignment of Construction Contract for Amenity Facility**
 - 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)**

Ms. Sandy presented the assignment of construction contract for Amenity Facility stating that similar to the Tucker Paving contract assigned at last month's meeting, HHR East, LLC, has begun constructing the amenity facility infrastructure the District planned to construct in Phase 2, because the District did not have the financing means at the time; however, it has determined it would be more economical for the District to complete the construction, and the District now has the financing in place to do so; therefore, HHR East, LLC, proposed the District accept assignment of the Henkelman construction contract. Ms. Sandy stated the Henkelman contract was competitively bid out using the same bidding procedures the District uses. Ms. Sandy explained the Assignment of Construction Contract for the Amenity Facility between Henkelman and HHR East, LLC. She stated that the total contract price is in the amount of \$802,876.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Board approved the Assignment of the Amenity Facility Construction Contract with Henkelman Construction, Inc., from HHR East, LLC.

Ms. Sandy presented the agreement between the District and Paverscape, Inc, regarding Installation of Retaining Walls (Phase 2).

On MOTION by Mr. Heath, seconded by Mr. Rinehart, with all in favor, the Board approved the agreement between the District and Paverscape, Inc, regarding Installation Retaining Walls (Phase 2).

FIFTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Sandy stated that she had the second reading of the ordinance for the boundary amendment on Monday and it was passed. She stated that it will be official once it is recorded by the Secretary of State.

District Engineer – No Report

District Manager – Ms. Gaarlandt asked if it was necessary to hold the regular meeting scheduled for November 21, 2018. Ms. Sandy replied that she has nothing that needs to be addressed. Ms. Gaarlandt noted that the next meeting is December 19, 2018.

SIXTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or Audience comments.

SEVENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board adjourned the November 7, 2018 Special Meeting of the Board of Supervisors for Holly Hill Road East.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Holly Hill Road East
Community Development District**

Resolution 2019-04

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$2,800,000 HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Holly Hill Road East Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Davenport, Florida; and

WHEREAS, the District previously adopted Resolution 2017-25 and Resolution 2018-18 (the "Bond Resolutions"), authorizing the issuance of Holly Hill Road East Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2018 by the District in an aggregate principal amount of \$2,800,000 (the "Series 2018 Bonds") for the purpose of financing a portion of the acquisition and/or construction of the District's "Series 2018 Project"; and

WHEREAS, the District closed on the issuance of the Series 2018 Bonds on November 15, 2018; and

WHEREAS, as prerequisites to the issuance of the Series 2018 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel ("District Staff") were required to execute and deliver various documents (the "Closing Documents"); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2018 Bonds.

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

SECTION 1. The issuance of the Series 2018 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2018 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2018 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors



**Holly Hill Road East
Community Development District**

Amended and Restated Disclosure of Public Financing

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

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

**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

THIS AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AMENDS THE DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT RECORDED IN POLK COUNTY OFFICIAL RECORDS BOOK 10333, PAGES 1914-1924.

**Board of Supervisors¹
Holly Hill Road East Community Development District**

Warren (Rennie) Heath
Chairperson

Lauren Oakley Schwenk
Assistant Secretary

Scott Shapiro
Vice Chairperson

Andrew Rhinehart
Assistant Secretary

John Mazuchowski
Assistant Secretary

Fishkind & Associates, Inc.
District Manager
12051 Corporate Boulevard
Orlando, Florida 32817
(407) 382-3256

District records are on file at the offices of Fishkind & Associates, Inc., and at the District's local records office at 346 E. Central Avenue, Winter Haven, Florida 33880 and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of December 19, 2018. For a current list of Board Members, please contact the District Manager's office.

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HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Holly Hill Road East Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Holly Hill Road East Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 814, enacted by the City Commission of the City of Davenport, which was effective on July 10, 2017, as previously amended by City of Davenport Ordinances Nos. 841 and 864, which became effective on March 5, 2018 and November 5, 2018, respectively. The District encompasses approximately 145.28 acres of land located entirely within the boundaries of the City of Davenport, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the “Board”), the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 145.28 acres located entirely within the City of Davenport in Polk County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." The public infrastructure necessary to support the District's development program includes, but is not limited to, roadways, stormwater management system facilities, water and wastewater facilities, street lighting, landscaping and irrigation, amenities and parks, off-site improvements, and entry feature and signage. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted an *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 (collectively, the "Engineer's Report"), which details all of the improvements contemplated for the completion of the infrastructure of the District (the "Capital Improvement Plan"). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements have been and will be funded by the District's sale of bonds. On October 2, 2017, in the Circuit Court of the Tenth Judicial Circuit of the State of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$18,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On November 9, 2017, the District issued its Holly Hill Road East Community Development District, Special Assessment Bonds, Series 2017, in the amount of \$4,160,000 (the "Series 2017 Bonds"). Proceeds of the Series 2017 Bonds were used to finance the cost of all or a portion of the acquisition, construction, installation, and equipping of the Capital Improvement Plan infrastructure for Phase 1 (the "Series 2017 Project"). Pursuant to Resolution 2018-09 adopted by the District's Board on May 16, 2018, the Series 2017 Project, with the exception of the portions of the Series 2017 Project related to the Amenity Center, has been declared completed.

On November 15, 2018, the District issued its Holly Hill Road East Community Development District Special Assessment Bonds, Series 2018, in the amount of \$2,800,000 (the "Series 2018 Bonds"). Proceeds of the Series 2018 Bonds are being used to finance the cost of all or a portion of the acquisition, construction, installation, and equipping of the Capital Improvement Plan infrastructure for Phase 2 (the "Series 2018 Project").

Stormwater Management System

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway and curb and gutter to storm inlets at which point storm culverts transfer the runoff into the proposed retention ponds for water quality treatment and attenuation. The stormwater systems will utilize dry retention for biological pollutant assimilation to achieve water quality treatment. The

District's stormwater management systems have been or will be designed in accordance with the applicable standards of the City of Davenport, Polk County, and the Southwest Florida Water Management District. Upon completion, the stormwater management facilities will be owned and maintained by the District.

Roadways

The District roadway sections will be built to an "urban" typical section consisting of 50-foot rights of way with 24-foot wide asphalt and Miami curb and gutter on each side. The roadways will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surfaces. The proposed curbs will be 2-foot wide and placed along the edge of the roadway sections for purposes of protecting the integrity of the pavement as well as provide stormwater runoff conveyance to the stormwater management facilities. Underdrain will be provided as necessary to control groundwater and protect the roadway base material. The roadways design also includes signage and pavement markings in the public rights-of-way, as well as street signs identifying street names and addressing, to be used by District residents and the public. Upon completion, the roadways will be owned and maintained by the District.

Water and Wastewater Facilities

The utilities within the District will consist of a potable water system as well as a domestic wastewater collection system. The potable water system will include water mains, gate valves, fire hydrants, and appurtenances. The system will be a "looped" system and will be installed within the public rights-of-way within the District. Water service will be provided by the City of Davenport Public Utilities and will provide potable (domestic) and fire protection services which will serve the entire District. The wastewater collection system will consist of gravity sanitary sewer mains, sewer laterals, and pump station(s). The gravity sanitary sewer mains will be 8-inch diameter pipe and will be placed inside of the proposed public rights-of-way and under the roadway sections. Lateral sewer lines to serve the individual lots within the District will branch off of these primary sanitary sewer mains. Currently, one sanitary sewer pump station is anticipated for the District. Flow from the lift station will be connected to either a force main along U.S. Highway 27, or along Holly Hill Road. Reclaimed water is not available within the District. However, an irrigation well will be installed within the District to provide irrigation within the public rights-of-way. These utility improvements will be owned and maintained by the City of Davenport upon completion.

Entry Feature, Signage, and Landscaping

Landscaping and irrigation is proposed throughout the District's boundaries in rights-of-way, open space areas, and boundary buffers. Incorporated with the landscape improvements are the installation of entry features and signage throughout the District.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the Capital Improvement Plan 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 Southwest Florida Water Management District; the Polk County Health Department (water distribution system), Polk County Environmental Protection Commission (HCEPC) (wastewater collection) and the City of Davenport.

Amenities and Parks

Recreation and park areas are to be constructed within the District. However, the main amenity facility will be constructed on lands located in Phase 2 of the District. These future amenities include a parking area, pavilion with restroom facilities, pool, and an all-purpose play field. As directed by an Interlocal Agreement, dated September 22, 2017, by and between the District and North Boulevard Community Development District (together, the "Districts"), these amenities and parks will be jointly acquired, constructed and operated by the two Districts.

Assessments, Fees and Charges

A portion of the master infrastructure improvements identified in the District's Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2017 Bonds and Series 2018 Bonds (together, the "Bonds"). The amortization schedules for the Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *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 (collectively, the "Assessment Methodology"), are available for review in the District's public records.

The Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2017 Project (the "Series 2017 Debt Assessments") and the District's Series 2018 Project (the "Series 2018 Debt Assessments" and, together with the Series 2017 Debt Assessments, the "Debt Assessments"). The Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2017 Project and the Series 2018 Project (together, the "Projects") to those lands within the District benefiting from the Projects, respectively.

The Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District's Debt Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Holly Hill Road East Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Holly Hill Road East Community Development District, 12051 Corporate Boulevard, Orlando, Florida 32817 or call (407) 382-3256.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2018, and recorded in the Official Records of Polk County, Florida.

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

By: Warren (Rennie) Heath, Chairperson

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Warren (Rennie) Heath, Chairperson of the Holly Hill Road East Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

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

AND

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

AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG

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

AND

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

AND

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

AND

TRACT 14 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 12 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13 AND 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF THE BEGINNING.

AND

TRACT 21 AND 22 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 23 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 24 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS** THE SOUTH 114 FEET THEREOF, **AND LESS** THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE SOUTH 114 FEET OF TRACT 24 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS** THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL, ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 21-24, S-89°38'18"-E, 1298.35 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY OF HOLLY HILL ROAD PER OFFICIAL RECORDS BOOK 781, PAGE 721 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°29'26"-E, 643.54 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE SOUTH LINE OF SAID TRACT 24; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 21-24 N-89°32'35"-W, 1298.46 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE THEREOF N-00°29'00"-W, 641.38 FEET TO THE **POINT OF BEGINNING.**

ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.



**Holly Hill Road East
Community Development District**

Notice of Lien of Special Assessments, Series 2018

INSTR # 2018240157
BK 10672 Pgs 1423-1426 PG(s)4
11/16/2018 09:23:51 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50

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

Electronically recorded Polk County, Florida
Date: November 9, 2018
INSTR #2018236639
BK 10667 Pgs 2151-2154

**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 ad-valorem 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*

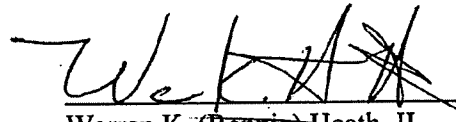
This “Holly Hill Road East Community Development District Notice of Lien of Special Assessments for Special Assessment Bonds, Series 2018” was recorded on November 9, 2018, in Official Records Book 10667, Pages 2151-2154, of the public records of Polk County, Florida. Such recording was inadvertently premature. Accordingly, this instrument is being re-recorded for the purpose of eliminating any question regarding its validity and enforceability with the intent that the effectiveness of the instrument shall be as of November 15, 2018.


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.**

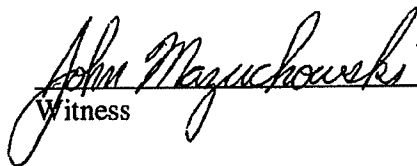
IN WITNESS WHEREOF, this Notice has been executed on the 15th day of November, 2018, and recorded in the Official Records of Polk County, Florida.

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**


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


Witness

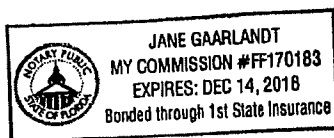
SARAH SANDY
Print Name

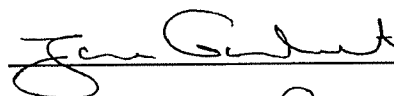

Witness

John Mazuchowski
Print Name

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 1th day of Nov., 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: JANE GAARLANDT

Notary Public, State of Florida

Commission No.: FF170183

My Commission Expires: 12/14/18

Notice of Lien of Special Assessments

EXHIBIT A
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:

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:.

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.



INSTR # 2018240742
BK 10673 Pgs 0622-0626 PG(s)5
11/16/2018 01:34:39 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 44.00

This Instrument Prepared by
and return to:

Sarah R. Sandy, Esq.
HOPPING GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314

**NOTICE OF BOUNDARY AMENDMENT OF THE
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on November 5, 2018, the City Commission of the City of Davenport, Florida adopted Ordinance No. 864, effective November 5, 2018, amending the boundaries of the Holly Hill Road East Community Development District ("District"). The legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit "A." The Holly Hill Road East Community Development District was established by City of Davenport Ordinance No. 814, which became effective on July 10, 2017, as previously amended by City of Davenport Ordinance No. 841, which became effective on March 5, 2018. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*.

**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 GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this 14th day of November, 2018, and recorded in the Official Records of Polk County, Florida.

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Warren (Rennie) Heath, II, Chairman

Witness

Print Name

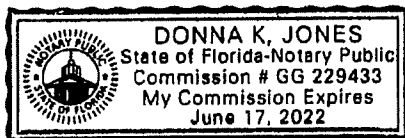
[Signature]
Witness

PATRICIA MCGUIRT
Print Name

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of November, 2018, by Warren (Rennie) Heath, II, Chairman of the Holly Hill Road East Community Development District, who is personally known to me or who has produced as identification, and did [] or did not [] take the oath.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida

Print Name: Donna Jones

Commission No. 66729433 Expires: 6.17.22

EXHIBIT A
LEGAL DESCRIPTION

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

AND

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

AND

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

AND

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

AND

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

AND

TRACT 14 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 12 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13

AND' 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF THE BEGINNING.

AND

TRACT 21 AND 22 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 23 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 24 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE SOUTH 114 FEET THEREOF, AND LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE SOUTH 114 FEET OF TRACT 24 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL, ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 21-24, S-89°38'18"-E, 1298.35 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY OF HOLLY HILL ROAD PER OFFICIAL RECORDS BOOK 781, PAGE 721 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°29'26"-E, 643.54 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE SOUTH LINE OF SAID TRACT 24; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 21-24 N-89°32'35"-W, 1298.46 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE THEREOF N-00°29'00"-W, 641.38 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.

**Holly Hill Road East
Community Development District**

**Second Amended & Restated Engineer's Report
(Phase 4)**

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

**SECOND AMENDED AND RESTATED
ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

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

Prepared by:



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

December 4, 2018

LIST OF EXHIBITS

EXHIBIT 1- Location Map

EXHIBIT 2- Existing District Legal Description

EXHIBIT 3- Expansion Parcels Legal Description

EXHIBIT 4- Overall CDD Legal Description

EXHIBIT 5- Future Land Use & Zoning 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

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

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**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 Second Amended and Restated Engineer's Report amends the previously adopted Engineer's Report to reflect the addition of lands to the District by Ordinance 864, which was approved by the City on November 5, 2018. The additional lands are reflected as part of Phase 4. 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 of the public improvements is 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 single-family homes and associated infrastructure ("Development"). The Development is a planned residential community located on the north and south side of North Boulevard West, and east and west 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 Four (4) phases.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1, 2, 3, and 4. 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 and a small portion in Zone A. Based on this information and the site topography, it does not appear that floodplain compensation is required, but if any is required proper mitigation shall be provided.

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. Lift stations are anticipated for this CIP. Flow from the lift stations shall be connected to either a force main along North Blvd or within the unopened right of way of 10th Street, and along Holly Hill Road East.

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 2018; Phase 3 in 2019; Phase 4 in 2020. 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 (Citrus Isle)

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)	Approved
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 (Citrus Pointe)

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

PHASE 3 (Citrus Landing)

Permits / Approvals	Approval / Expected Date
Zoning Approval (Davenport)	City of Davenport City Ordinance (Approved)
Preliminary Plat (Davenport)	December 2018
SWFWMD ERP	February 2019
Construction Permits (Davenport)	February 2019
FDEP Water	February 2019
FDEP Sewer	February 2019
FDEP NOI	February 2019

PHASE 4 (Citrus Reserve)

Permits / Approvals	Approval / Expected Date
Zoning Approval (Davenport)	City of Davenport City Ordinance (Approved)
Preliminary Plat (Davenport)	March 2019
SWFWMD ERP	April 2019
Construction Permits (Davenport)	April 2019
FDEP Water	April 2019
FDEP Sewer	April 2019
FDEP NOI	April 2019

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, City of Haines City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

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

VIII. REPORT MODIFICATION

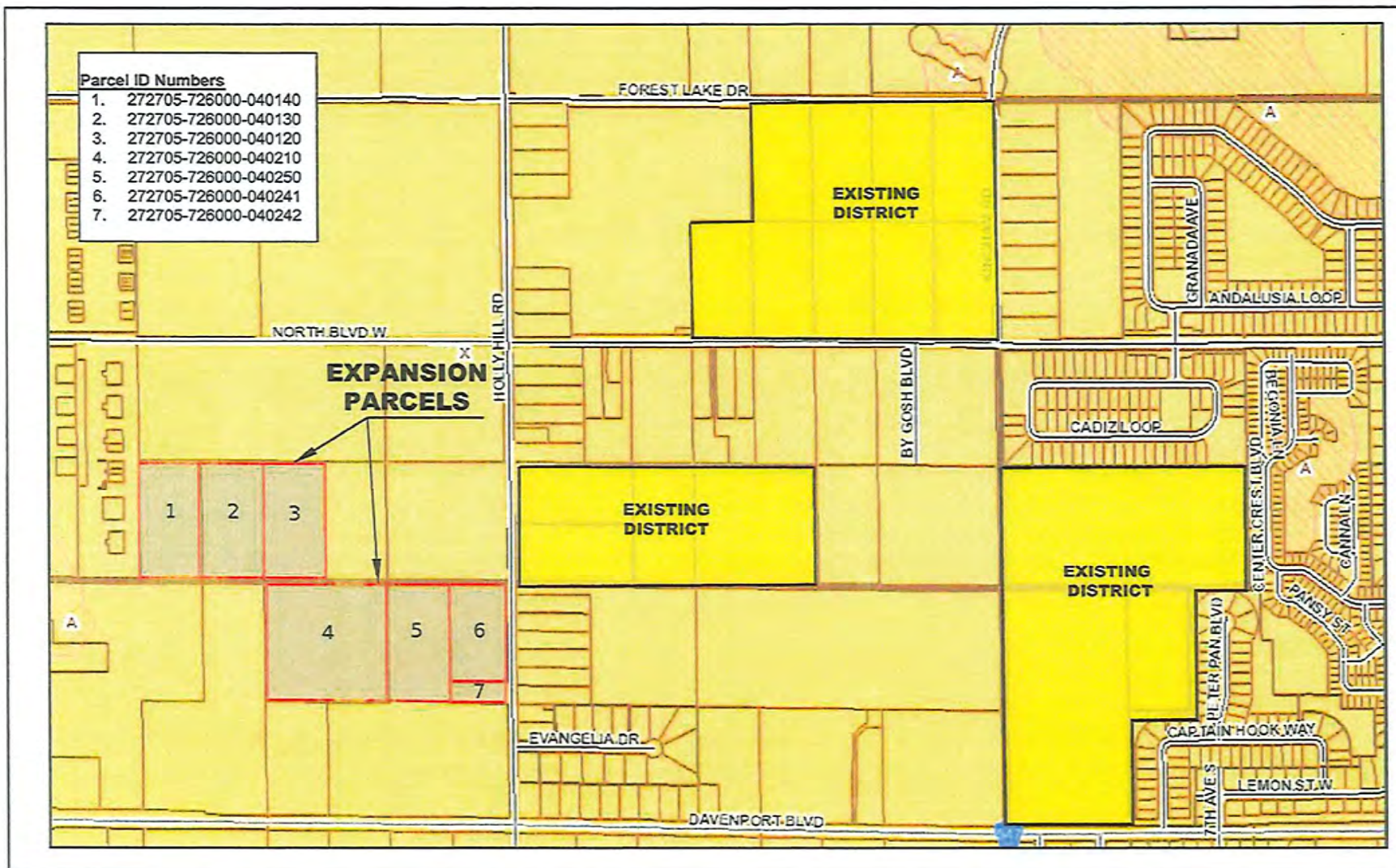
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

IX. CONCLUSION

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

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

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



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

1925 BARTOW ROAD
 LAKELAND, FL 33801

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

EXISTING DISTRICT
 EXPANSION PARCELS

EXHIBIT 1 **LOCATION MAP - CITY OF DAVENPORT** **HOLLY HILL ROAD EAST CDD** **EXPANSION**



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

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

PROPERTY DESCRIBED CONTAINS 28.58 ACRES, MORE OR LESS.

AND

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

PROPERTY DESCRIBED CONTAINS: 24.17 ACRES, MORE OR LESS.

AND

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

PROPERTY DESCRIBED CONTAINS: 44.47 ACRES, MORE OR LESS

AND

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

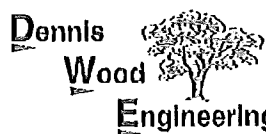
THE ABOVE DESCRIBED LANDS CONTAIN 4.82 ACRES, MORE OR LESS.

AND

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

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

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



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

1925 BARTOW ROAD
LAKE ALAKEL, FL 33001

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

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

LEGAL DESCRIPTION

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

TRACT 14 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 13 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

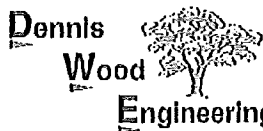
AND

TRACT 12 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13 AND 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINING 14.61 ACRES, MORE OR LESS.



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

1925 BARTOW ROAD
LAKELAND, FL 33801

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

EXHIBIT 3
EXPANSION PARCELS 1-3
LEGAL DESCRIPTION
(NOT A SURVEY)

LEGAL DESCRIPTION

HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT PARCELS 4, 5, 6, AND 7

TRACT 21 AND 22 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 23 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 24 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE SOUTH 114 FEET THEREOF, AND LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

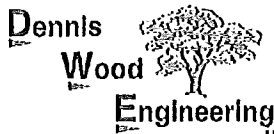
AND

THE SOUTH 114 FEET OF TRACT 24 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL, ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 21-24, S-89°38'18"-E, 1298.35 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY OF HOLLY HILL ROAD PER OFFICIAL RECORDS BOOK 781, PAGE 721 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°29'26"-E, 643.54 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE SOUTH LINE OF SAID TRACT 24; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 21-24 N-89°32'35"-W, 1298.46 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE THEREOF N-00°29'00"-W, 641.38 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.



OFFICE: (863) 940-2010
FAX: (863) 940-2044
CELL: (863) 662-0018

1925 BARTOW ROAD
LAKELAND, FL 33801

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

EXHIBIT 3
EXPANSION PARCELS 4-7
LEGAL DESCRIPTION
(NOT A SURVEY)

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

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-188, 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, 95.00 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°50'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

AND

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

AND

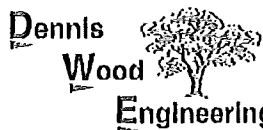
BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A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

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 180, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°55'26"-W, 326.76 FEET TO THE POINT OF BEGINNING.

AND

BEGIN AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24; THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 180, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-84°02'15"-E, 28.73 FEET; THENCE 4) S-69°03'33"-E, 26.63 FEET; THENCE 5) S-59°18'02"-E, 25.17 FEET; THENCE 6) S-40°32'53"-E, 25.66 FEET; THENCE 7) S-22°07'34"-E, 27.32 FEET; THENCE 8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24; THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE POINT OF BEGINNING.



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

1925 BARTOW ROAD
LAKELAND, FL 33801

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

**EXHIBIT 4
OVERALL LEGAL
LEGAL DESCRIPTION
(NOT A SURVEY)**

AND

TRACT 14 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 13 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 12 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13 AND 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF THE BEGINNING.

AND

TRACT 21 AND 22 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 23 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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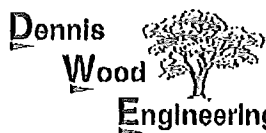
AND

THE SOUTH 114 FEET OF TRACT 24 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.

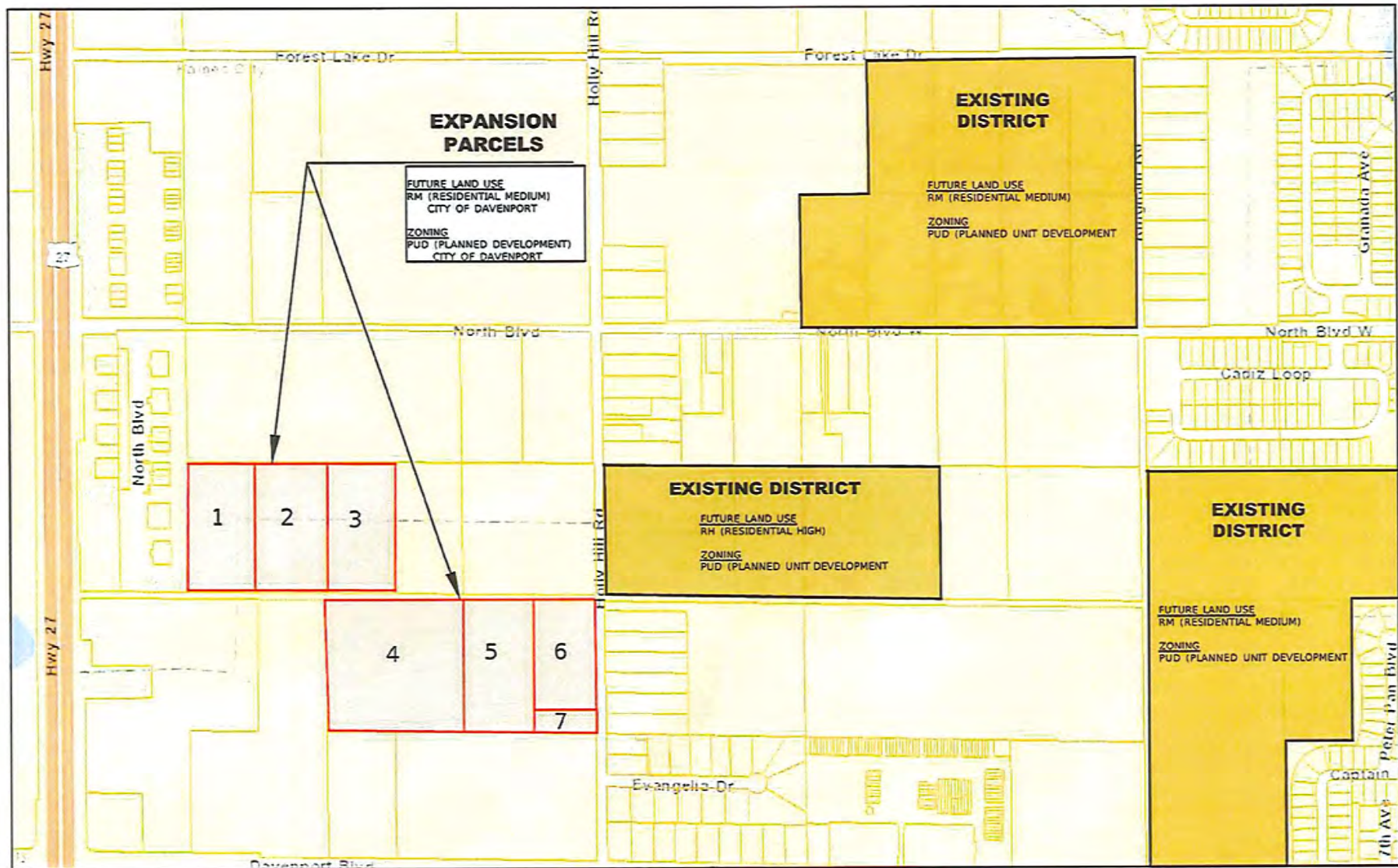


OFFICE: (863) 940-2040
FAX: (863) 940-2044
CELL: (863) 662-0018

1925 BARTOW ROAD
LAKE LAND, FL 33801

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

EXHIBIT 4
OVERALL LEGAL
LEGAL DESCRIPTION
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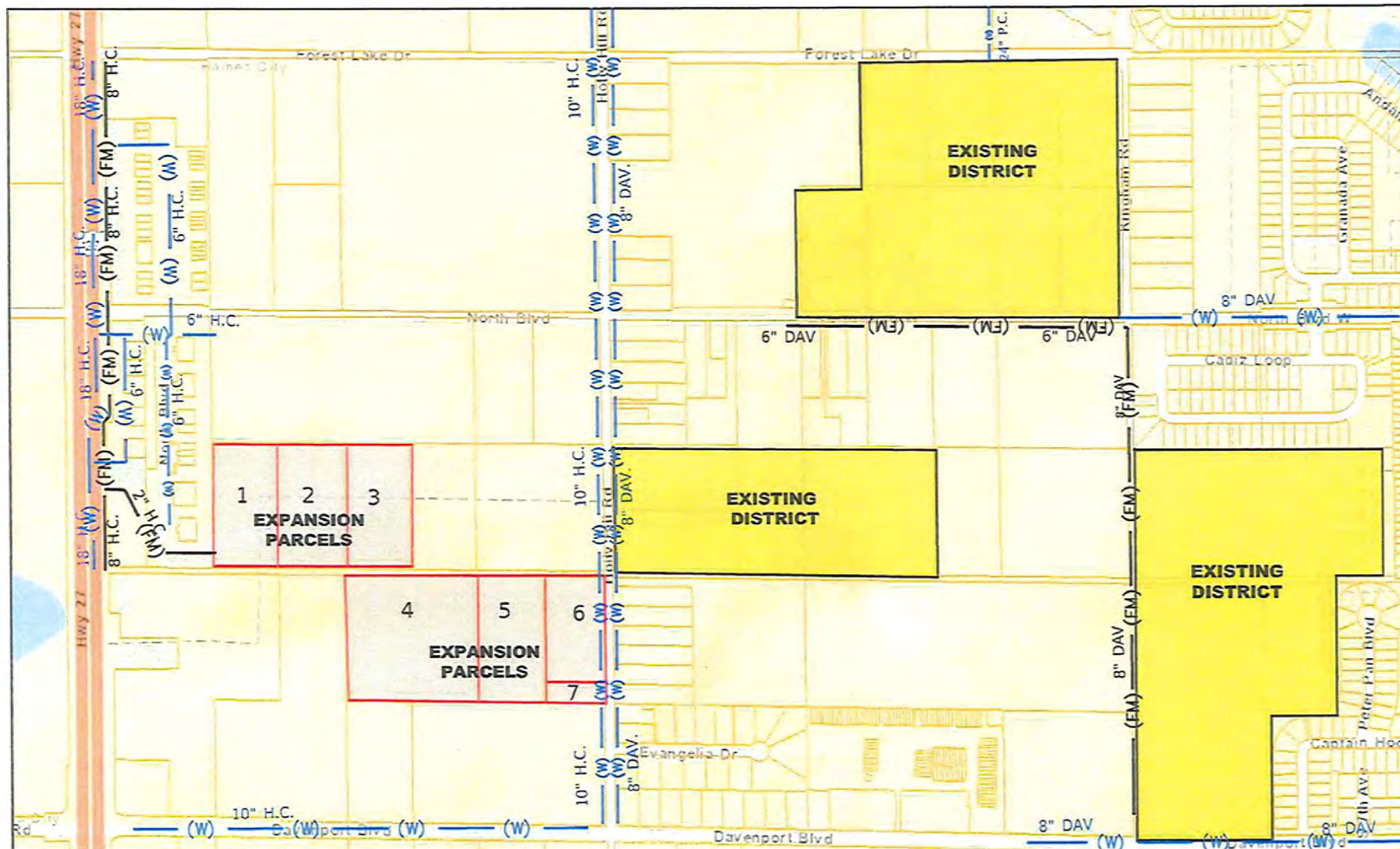
OFFICE: (863) 940-2040
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CELL: (863) 662-0018

1925 BARTOW ROAD
LAKELAND, FL 33801

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

EXHIBIT 5
HOLLY HILL ROAD EAST CDD EXPANSION
CITY OF DAVENPORT
FUTURE LAND USE & ZONING MAP





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

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

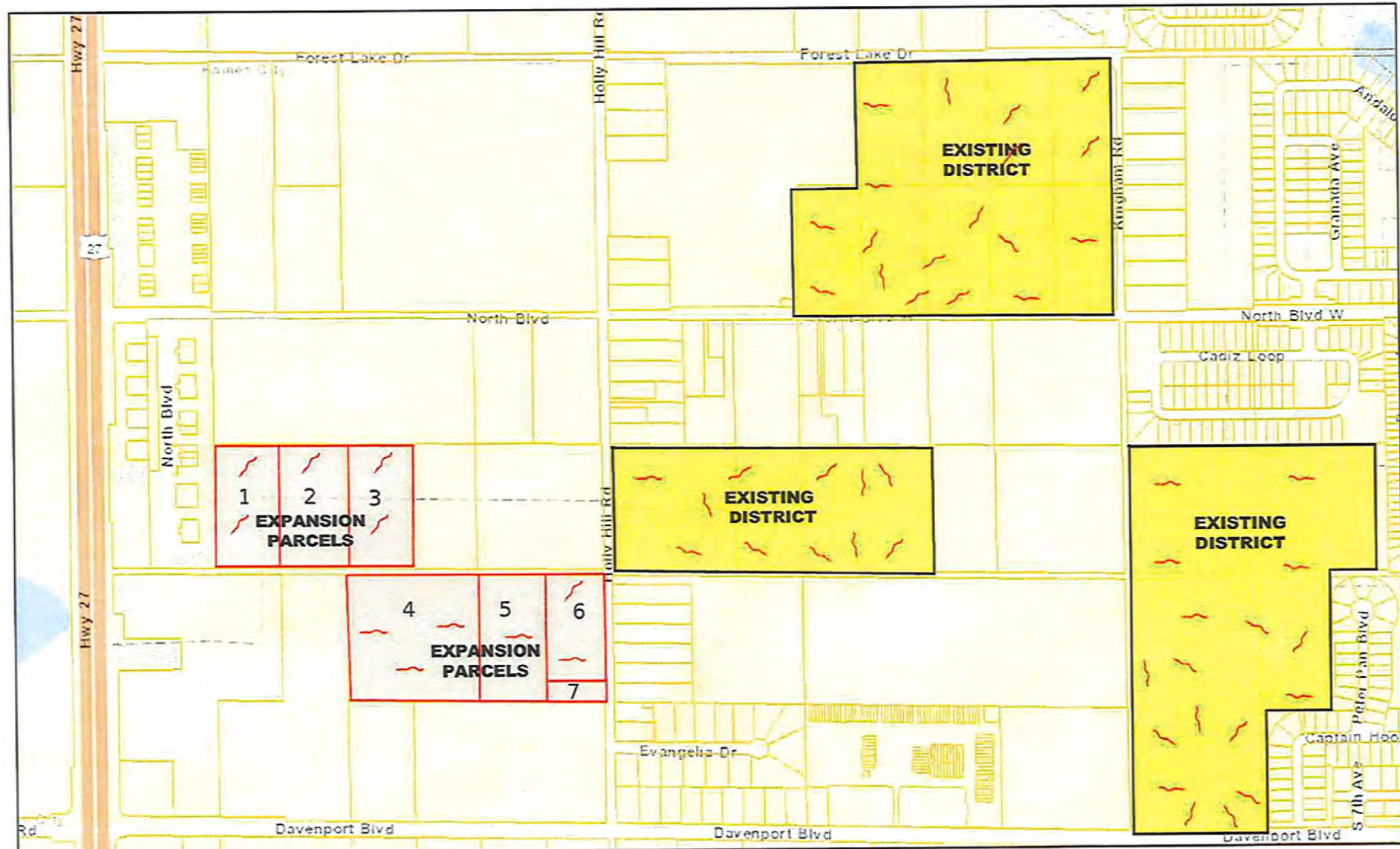
1925 BARTOW ROAD
LAKE LAND, FL 33801

LEGEND

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

EXHIBIT 6 HOLLY HILL ROAD EAST CDD EXPANSION CITY OF DAVENPORT UTILITY LOCATION MAP





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

1925 BARTOW ROAD
LAKELAND, FL 33801

DENNIS WOOD, PROFESSIONAL ENGINEER
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LEGEND

— FLOW DIRECTION

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



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

<u>Number of Lots</u>	<u>204</u>	<u>100</u>	<u>182</u>	<u>142</u>	<u>628</u>
<u>Infrastructure (3)(6)</u>	<u>Phase 1 Constructed</u>	<u>Phase 2 2018</u>	<u>Phase 3 2019</u>	<u>Phase 4 2020</u>	<u>Total</u>
Offsite Improvements (1)(5)(7)	\$ 120,000	\$ 125,000	\$ 180,000	\$ 125,000	\$ 550,000
Stormwater Management (1)(2)(3)(5)(6)(7)	\$ 2,427,600	\$ 1,190,000	\$ 2,165,800	\$ 1,700,000	\$ 7,483,400
Utilities (Water, Sewer, & Street Lighting) (1)(5)(7)(9)	\$ 1,142,400	\$ 560,000	\$ 1,019,200	\$ 800,000	\$ 3,521,600
Roadway (1)(4)(5)(7)	\$ 882,300	\$ 432,500	\$ 787,150	\$ 615,000	\$ 2,716,950
Entry Feature & Signage (1)(7)(8)	\$ 100,000	\$ 170,000	\$ 365,000	\$ 280,000	\$ 915,000
Parks and Amenities (1)(7)	\$ 404,963	\$ 210,000	\$ 382,200	\$ 250,000	\$ 1,247,163
Contingency	\$ 200,000	\$ 105,000	\$ 191,000	\$ 150,000	\$ 646,000
TOTAL	\$ 5,277,263	\$ 2,792,500	\$ 5,090,350	\$ 3,920,000	\$ 17,080,113

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 628 lots.

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

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

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

North 1" = 200'

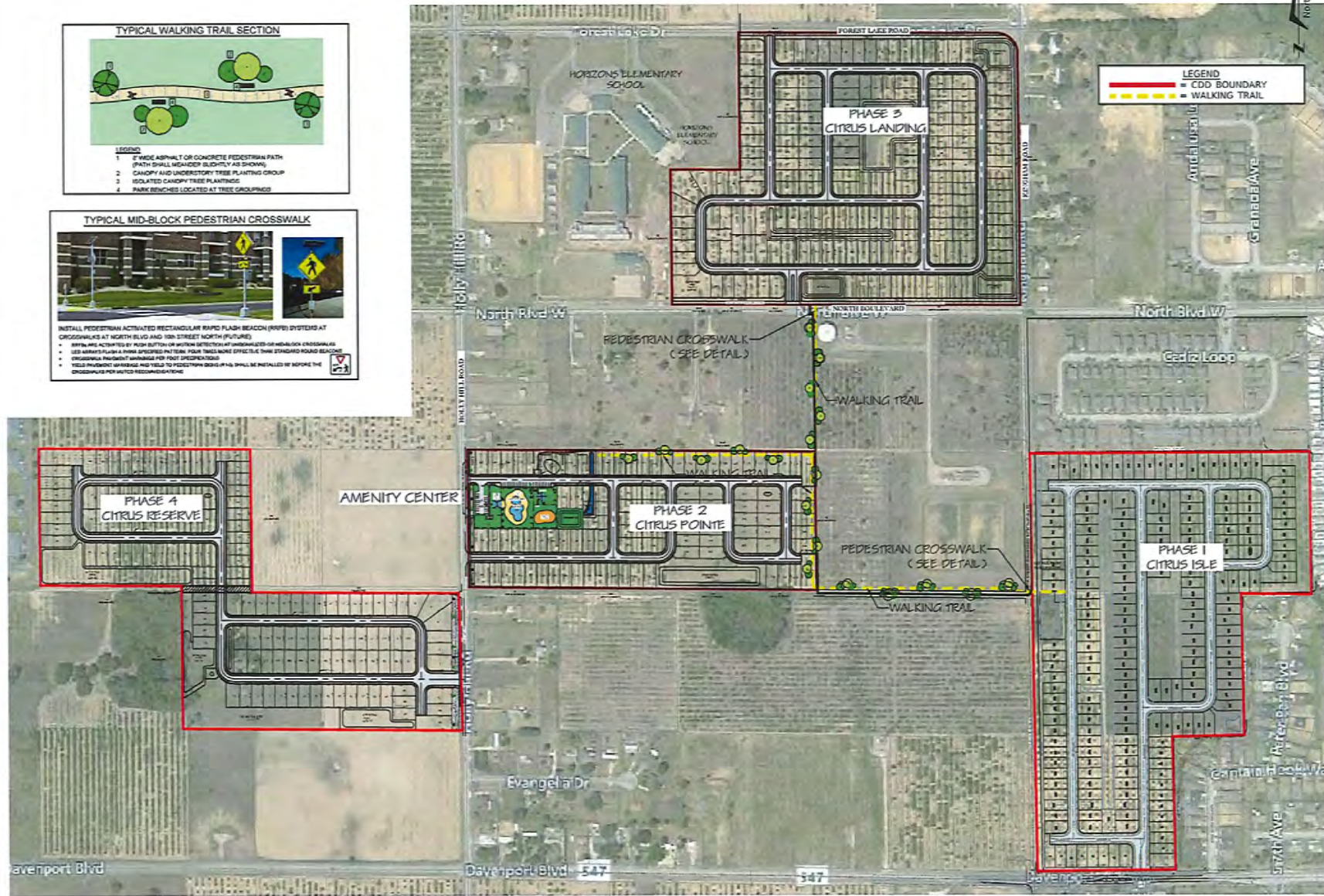


EXHIBIT	OVERALL CDD PLAN	<p>801 N. HARBOR WYTHOUSE ROAD</p> <hr/> <p>FOUR L VIOLET FLE #71048 DATE</p>	<p>HOLLY HILL ROAD EAST</p> <p>CDD</p> <p>CITY OF DAVENPORT</p> <p>POLK COUNTY, FLORIDA</p>	<p>Dennis Wood Engineering</p>  <p>DAVID WOOD, PROJECT MANAGER 1225 BAYVIEW BLVD DAVENPORT, FL 33601 EMAIL: denniswoodengineering@gmail.com</p>	<p>DATE PREP:</p> <p>SHEET NO.</p> <p>TOTAL SHEETS</p>
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Holly Hill Road East Community Development District

**Second Amended & Restated Assessment Methodology
(Phase 4)**



SECOND AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY REPORT

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

December 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**

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

December 19, 2018

1.0 Introduction

1.1 Purpose

This "Second Amended & Restated Master Assessment Methodology" dated December 19, 2018 ("Second Methodology"), effectively amends and restates both the District's "Amended & Restated Master Assessment Methodology" dated March 31, 2018 ("Methodology") and "Master Assessment Methodology Report," dated September 20, 2017 ("Adopted Methodology") in order to reflect an amendment to the District's boundaries to include additional acres and associated infrastructure improvements not included in the Adopted Methodology and Methodology. The Second Methodology provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Holly Hill Road East Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. The Second Methodology applied herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Second 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 145 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 628 single-family lots, landscaping, common and recreation areas, and related infrastructure. The land use plan for the District is found in Table 1 (all tables are found in the attached Appendix).

1.3 Special Benefits and General Benefits

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

1.5 Special Benefits and General Benefits

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

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

Finally, as shown in the Methodology, the estimated cost of the CIP totals \$17,080,113. The District plans to issue bonds to fund these costs, with total District bond principal estimated at a maximum of \$23,165,000. There are 145.28 assessable acres within the District. Therefore, the average cost per assessable acre in the District is \$159,451 on a financed basis. According to data from the Polk County Property Appraiser ("PA"), the fair market value of the land in the District currently averages \$23,920 per acre. Therefore, as illustrated in the table immediately below, the total cost of the land with the proposed improvements implemented is estimated at approximately \$183,371 per acre.

Demonstration of Special Benefit for Properties in the District

<u>Category</u>	<u>Amount</u>
Maximum Bonds Necessary to Fund CIP	\$23,165,000
Assessable Acres within District	145
CIP Financed Cost Per Gross Acre	\$159,451
Value of Unimproved Land/Acre*	<u>\$23,920</u>
Total Cost of Improved Land per Acre	\$183,371
Est. Avg. Value of Finished Home and Lot	\$200,000
Value of Lot @ 25%	\$50,000
Density/Assessable Acre	4.32
Est. Value of Finished Lots/Land per Acre	<u>\$216,134</u>
Net Benefit per Acre from CDD Improvements	\$32,763

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

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

The land use plan anticipates a gross residential density of 4.32 units per assessable acre. Therefore, the average value per acre for properties developed into residential lots is \$216,134. Thus, the estimated net special benefit to District lands averages \$32,763 per acre. In other words, the installation of the CIP will increase the market value of the land within the District in excess of the cost of the assessments.

2.0 CIP Plan of Finance

2.1 Phased Infrastructure Installation

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Holly Hill Road East Community Development District Engineer's Report for Capital Improvements", dated September 2017; as amended by the Amended and Restated Master Engineer's Report, dated March 21, 2018; as amended by the Second Amended and Restated Master Engineer's Report, dated December 4, 2018 (together, the "Engineer's Report"), as prepared by Dennis Wood Engineering, LLC ("District Engineer"). As outlined in the Engineer's Report, the District will install the infrastructure necessary to serve the lands within Phases 1, 2, 3 and 4. Descriptions of the District lands can be found in Exhibit "A". The District infrastructure and improvements for Phase 1 are designed to serve and specially benefit the lands within Phase 1. Similarly, the District infrastructure and improvements for Phases 2, 3 and 4 are designed to serve and specially benefit the lands within Phases 2, 3 and 4, respectively. The estimated costs of the Phase 1, 2, 3 and 4 District infrastructure and improvements (and the estimated costs for the District's entire CIP) are presented in Table 2.

2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. The District's first series of bonds were issued in the 2017 calendar year ("Series 2017 Bonds") and helped fund the costs of the Phase 1 District infrastructure and improvements. The Phase 1 District infrastructure and improvements will be assessed solely to properties located within Phase 1. Similarly, Phase 2, Phase 3 and Phase 4 District infrastructure and improvements will be assessed solely to properties located within Phase 2, Phase 3 and Phase 4, respectively. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include but are not limited to acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs.

An estimate of the initial bond issuances required to fund the Phase 1, 2, 3 and 4 District infrastructure and improvements is found in Table 3. As bonds are issued by the District over time, Fishkind will issue supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond debt service assessments for properties that have been assessed to secure each bond issuance.

3.0 Assessment Methodology

3.1 Assessment Foundation

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

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

3.2 Allocation of Specific Assessments

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

3.3 Assignment of Specific Assessments

Assessments securing bonds issued to fund Phase 1 properties will initially be assigned to Phase 1 properties on an equal per-acre basis. Similarly, assessments securing bonds issued to fund Phases 2, 3 and 4 properties will initially be assigned to Phases 2, 3 and 4 properties on an equal per-acre basis, respectively. The assessments for each phase will then be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a "Development Unit"). The specific bond debt assessment that is assigned to platted Development Units will be detailed in one or more future supplemental assessment reports, in accordance with the principles and allocations set forth in this Second Methodology.

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3.4 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within each phase, the District shall periodically apply a "true-up" test. Initially, District bond debt shall be allocated to each phase as outlined in Table 3. This bonds debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within each phase. As property is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to phase. For example, as outlined in Table 3, \$7,115,000 in bond principal was allocated to Phase 1 at the time of issuance. This \$7,115,000 in bond principal is allocated equally to the 204 lots planned for Phase 1 at the time Phase 1 was platted. However, should it happen at the time of platting that only 203 lots were identified in the plat, the owner of Phase 1 at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within such phase. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phase 1, Phase 2, and Phases 3 and 4 are found in the table below.

Initial True-Up Thresholds

<u>Category</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Ph. 1 Developed Acres	21.8	32.7	39.3	43.7
Ph. 1 Undev. Acres	21.8	10.9	4.4	0.0
Debt per Undev. Ph. 1 Acres	\$162,964	\$162,964	\$162,964	\$162,964
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 Acres	\$176,779	\$176,779	\$176,779	\$176,779
Ph. 3 & 4 Developed Acres	39.9	59.8	71.7	79.7
Ph. 3 & 4 Undev. Acres	39.9	19.9	8.0	0.0
Debt per Undev. Ph. 3 & 4 Acres	\$152,760	\$152,760	\$152,760	\$152,760

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

4.0 Contribution of District Infrastructure and/or Improvements

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

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

5.0 Bond Assessment Roll

The table below outlines the maximum bond principal assessment per developable acre for lands within Phases 1, 2, 3 and 4.

Bond Assessment Roll

<u>Phase</u>	<u>Parcel ID</u>	<u>Acres</u>	<u>Max Bond Principal</u>	<u>Max Bond Annual (1)</u>
1	272704722000040130	19.64	\$3,200,609	\$263,542
1	272704722000040170	19.06	\$3,106,090	\$255,760
1	272704722000040190	<u>4.96</u>	<u>\$808,301</u>	<u>\$66,557</u>
	Subtotal, Phase 1	<u>43.66</u>	<u>\$7,115,000</u>	<u>\$585,859</u>
2	272705726000020153	3.92	\$692,267	\$57,002
2	272705726000020140	4.46	\$788,082	\$64,892
2	272705726000020151	3.70	\$653,376	\$53,800
2	272705726000020120	9.85	\$1,741,275	\$143,379
	Subtotal, Phase 2	21.92	\$3,875,000	\$319,073
3	272705725500010210	5.00	\$767,039	\$63,159
3	272705725500010230	5.00	\$767,039	\$63,159
3	272705725500010290	4.95	\$759,361	\$62,527
3	272705725500010280	4.95	\$759,361	\$62,527
3	272705725500010270	4.97	\$762,432	\$62,780
3	272705725500010260	4.97	\$762,432	\$62,780
3	272705725500010221	5.01	\$768,575	\$63,285
3	272705725500010251	4.84	\$742,469	\$61,136
3	272705725500010240	4.93	\$756,290	\$62,274
	Subtotal, Phase 3	<u>44.58</u>	<u>\$6,845,000</u>	<u>\$563,626</u>
4	272705726000040140	5.06	\$767,069	\$63,161
4	272705726000040130	5.07	\$768,586	\$63,286
4	272705726000040120	5.07	\$768,586	\$63,286
4	272705726000040210	9.95	\$1,509,098	\$124,261
4	272705726000040250	5.05	\$767,041	\$63,159
4	272705726000040241	3.92	\$594,080	\$48,917
4	272705726000040242	1.03	<u>\$155,540</u>	<u>\$12,807</u>
	Subtotal, Phase 4	<u>35.12</u>	<u>\$5,330,000</u>	<u>\$438,879</u>
Grand Totals		145.28	\$23,165,000	\$1,907,437

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

EXHIBIT A – Legal Description

OVERALL LEGAL DESCRIPTION HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-100, 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°50'57"-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, 630.01 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°40'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE POINT OF BEGINNING.

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, 1620.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-09°34'47"-E, 1626.84 FEET TO THE POINT OF BEGINNING.

AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-09°40'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-09°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE POINT OF BEGINNING.

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

AND

BEGIN AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24; THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) N-89°47'20"-E, 365.81 FEET; THENCE 2) S-09°23'34"-E, 56.51 FEET; THENCE 3) S-04°02'15"-E, 28.73 FEET; THENCE 4) S-69°03'33"-E, 26.63 FEET; THENCE 5) S-59°10'02"-E, 25.17 FEET; THENCE 6) S-40°32'53"-E, 25.66 FEET; THENCE 7) S-22°07'34"-E, 27.32 FEET; THENCE 8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24; THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°40'36"-W, 324.57 FEET TO THE POINT OF BEGINNING.

EXHIBIT A – Legal Description (continued)

AND

TRACT 14 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 13 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 12 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13 AND 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF THE BEGINNING.

AND

TRACT 21 AND 22 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 23 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 24 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE SOUTH 114 FEET THEREOF, AND LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE SOUTH 114 FEET OF TRACT 24 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL, ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 21-24, S-89°38'18"-E, 1298.35 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY OF HOLLY HILL ROAD PER OFFICIAL RECORDS BOOK 781, PAGE 721 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°29'26"-E, 643.54 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE SOUTH LINE OF SAID TRACT 24; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 21-24 N-89°32'35"-W, 1298.46 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE THEREOF N-00°29'00"-W, 641.38 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.

APPENDIX TABLES

APPENDIX TABLE 1
HOLLY HILL ROAD EAST CDD
DISTRICT LAND USE PLAN
SECOND AMENDED & RESTATED
MASTER ASSESSMENT METHODOLOGY REPORT

<u>Development Phase</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>	<u>Number of Single- Family Lots</u>
Phase 1	2017	2018	204
Phase 2	2018	2019	100
Phase 3	2019	2020	182
Phase 4	2020	2021	142
Total			628

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

<u>Infrastructure Component</u>	<u>Estimated Costs,</u> <u>Phase 1</u>	<u>Estimated Costs,</u> <u>Phase 2</u>	<u>Estimated Costs,</u> <u>Phase 3</u>	<u>Estimated Costs,</u> <u>Phase 4</u>	<u>Total Estimated Costs</u>
Offsite Improvements	\$120,000	\$125,000	\$180,000	\$125,000	\$550,000
Stormwater Management	\$2,427,600	\$1,190,000	\$2,165,800	\$1,700,000	\$7,483,400
Utilities (Water, Sewer, & Street Lighting)	\$1,142,400	\$560,000	\$1,019,200	\$800,000	\$3,521,600
Roadways	\$882,300	\$432,500	\$787,150	\$615,000	\$2,716,950
Entry Features & Signage	\$100,000	\$170,000	\$365,000	\$280,000	\$915,000
Parks and Amenities	\$404,963	\$210,000	\$382,200	\$250,000	\$1,247,163
Contingency	<u>\$200,000</u>	<u>\$105,000</u>	<u>\$191,000</u>	<u>\$150,000</u>	<u>\$646,000</u>
Total	\$5,277,263	\$2,792,500	\$5,090,350	\$3,920,000	\$17,080,113

APPENDIX TABLE 3
HOLLY HILL ROAD EAST CDD
ESTIMATED BONDS DETAILS
SECOND AMENDED & RESTATED
MASTER ASSESSMENT METHODOLOGY REPORT

<u>Bond Fund</u>	<u>Phase 1 Bonds Value</u> <u>(1)</u>	<u>Phase 2 Bonds Value</u> <u>(1)</u>	<u>Phase 3 Bonds Value</u> <u>(1)</u>	<u>Phase 4 Bonds</u> <u>Value (1)</u>	<u>Total Bonds (all</u> <u>Phases) Value (1)</u>
Construction/Acquisition Fund	\$5,277,263	\$2,792,500	\$5,090,350	\$3,920,000	\$17,080,113
Debt Service Reserve	\$544,849	\$296,738	\$524,173	\$408,158	\$1,773,916
Capitalized Interest	\$924,950	\$503,750	\$889,850	\$692,900	\$3,011,450
Costs of Issuance (Including Underwriter's Fee)	\$367,300	\$277,500	\$336,900	\$306,600	\$1,288,300
Contingency	<u>\$638</u>	<u>\$4,512</u>	<u>\$3,727</u>	<u>\$2,342</u>	<u>\$11,221</u>
Total Bonds Principal	\$7,115,000	\$3,875,000	\$6,845,000	\$5,330,000	\$23,165,000
 <u>Bonds Details</u>					
Average Annual Interest Rate:	6.50%	6.50%	6.50%	6.50%	
Term (Years):	30	30	30	30	
Capitalized Interest (Months):	24	24	24	24	
Net Annual Debt Service:	\$544,849	\$296,738	\$524,173	\$408,158	\$1,773,916
Gross Annual Debt Service (2):	\$585,859	\$319,073	\$563,626	\$438,879	\$1,907,437

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

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

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

<u>Phase</u>	<u>Planned Lots/ERUs</u>	<u>Bonds Max Principal</u> <u>Assmt./ Category</u>	<u>Bonds Max Principal</u> <u>Assmt./ Unit</u>
Phase 1	204	\$7,115,000	\$34,877
Phase 2	100	\$3,875,000	\$38,750
Phase 3	182	\$6,845,000	\$37,610
Phase 4	142	\$5,330,000	\$37,535
Total, all Phases	628	\$23,165,000	

<u>Phase</u>	<u>Planned Lots/ERUs</u>	<u>Bonds Max Net</u> <u>Annual Assmt./</u> <u>Category</u>	<u>Bonds Max Net</u> <u>Annual Assmt./ Unit</u>	<u>Bonds Max Gross</u> <u>Annual Assmt./</u> <u>Category (1)</u>	<u>Bonds Max Gross</u> <u>Annual Assmt./ Unit</u> <u>(1)</u>
Phase 1	204	\$544,849	\$2,671	\$585,859	\$2,872
Phase 2	100	\$296,738	\$2,967	\$319,073	\$3,191
Phase 3	182	\$524,173	\$2,880	\$563,626	\$3,097
Phase 4	142	\$408,158	\$2,874	\$438,879	\$3,091
Total, all Phases	628	\$1,773,916		\$1,907,437	

(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 2019-05

RESOLUTION 2019-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS ON THE EXPANSION AREA; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Holly Hill Road East Community Development District was established by Ordinance No. 814 of the Board of City Commissioners of the City of Davenport, Florida, pursuant to Chapter 190, Florida Statutes, as amended (the "District"); and

WHEREAS, on November 5, 2018, the Board of City Commissioners of the City of Davenport, Florida adopted Ordinance No. 864, amending the boundaries of the District to include approximately 33.76 additional acres to those lands within the boundaries of the District (the "Expansion Area"); and

WHEREAS, the Board of Supervisors (the "Board") of the District previously determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District's *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, and to defray the cost of such improvements through the levy of special assessments; and

WHEREAS, the Board now hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") described as Phase 4 in the District's *Second Amended and Restated Engineer's Report for Capital Improvements*, dated December 4, 2018, attached hereto as **Exhibit A** and incorporated herein by reference, which includes the additional improvements necessary for the Expansion Area; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes, (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, including the property within the Expansion Area, in the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Second Amended and Restated Master Assessment Methodology Report*, dated December 19, 2018, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved, including the property within the Expansion Area.

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

1. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Offices. **Exhibit B** is also on file and available for public inspection at the same locations.
2. The total estimated cost of the Improvements is \$3,920,000 (the "Estimated Cost").
3. The Assessments will defray approximately \$_____, which includes the Estimated Cost, plus financing-related costs, capitalized interest, debt service reserve and contingency.
4. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
5. The Assessments shall be levied on all lots and lands, including those within the Expansion Area, adjoining and contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
6. There is on file, at the District Records Offices, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

7. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

8. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

9. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

10. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

11. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2018.

ATTEST:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Second Amended and Restated Engineer's Report for Capital Improvements, dated December 4, 2018*

Exhibit B: *Second Amended and Restated Master Assessment Methodology Report, dated December 19, 2018*



**Holly Hill Road East
Community Development District**

Resolution 2019-06

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2019, AT _____.M. AT THE OFFICES OF CASSIDY HOMES, 346 EAST CENTRAL AVENUE, WINTER HAVEN, FLORIDA 33880, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON THE EXPANSION AREA WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Holly Hill Road East Community Development District (the "Board") has previously adopted Resolution 2019-05, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS ON THE EXPANSION AREA; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2019-05, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Fishkind & Associates, Inc., at 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District Records Office").

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

1. There is hereby declared a public hearing to be held at _____.M., on _____ 2019, at the offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 12051 Corporate Boulevard, Orlando, Florida 32817; (407) 382-3256.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Offices. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 19TH DAY OF DECEMBER, 2018.

ATTEST:

**HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



**Holly Hill Road East
Community Development District**

Resolution 2019-07

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF NON-AD VALOREM ASSESSMENTS ON THE EXPANSION AREA AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Holly Hill Road East Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, and Ordinance No. 814 of the Board of City Commissioners of the City of Davenport, Florida (the "City"), and being situated entirely within the City; and

WHEREAS, on November 5, 2018, the Board of City Commissioners of the City, adopted Ordinance No. 864, amending the boundaries of the District to include approximately 33.76 additional acres to those lands within the boundaries of the District (the "Expansion Area"); and

WHEREAS, pursuant to the provisions of Chapters 170, 190, and 197, Florida Statutes, among others, the District is authorized to levy, collect and enforce certain non-ad valorem assessments for the purposes of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District; and

WHEREAS, the District desires to use the "Uniform Method" for the collection of non-ad valorem special assessments levied on property within the Expansion Area as authorized by Section 197.3632, Florida Statutes.

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

Section 1. A public hearing to adopt the Uniform Method is hereby declared and set for the following date, time and location:

DATE: _____
TIME: _____
LOCATION: Offices of Cassidy Homes
346 East Central Avenue

Winter Haven, Florida 33880

Section 2. The District Manager is hereby directed to publish notice of the public hearing in accordance with Section 197.3632, Florida Statutes.

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

PASSED AND ADOPTED THIS 19TH DAY OF DECEMBER, 2018.

ATTEST:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors



**Holly Hill Road East
Community Development District**

Navitas Lease Agreement for Playground Equipment



A UNITED COMMUNITY BANK COMPANY



Dec-10-2018

Dear HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT,

Thank you for your business. I have attached the documents required to finalize your transaction with Navitas Credit Corp. Please have the documents executed as described below:

Equipment Lease, Rental or Finance Agreement: Please sign and date the lower left side of the Agreement with the appropriate title.

Personal Guaranty and/or Corporate Guaranty: Please have the following individual(s) sign the Unconditional Guaranty Section: THE CASSIDY ORGANIZATION, INC.

Other Documents: Please execute any other documents included in this package.

There will be a onetime processing fee of 295.00 charged on your first invoice. Please disregard below unless you prefer to make your monthly payments by ACH.

We offer Automated Clearing House (ACH) for the amount listed above. Please fill out the following, sign and include with your lease document package:

I acknowledge that I am an authorized signor of the bank checking account below and authorize Navitas Credit Corp., or its assignee, to take all amounts, including applicable tax, currently due under Contract # 40428476 with us via ACH.

Company: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Routing #: _____

Account #: _____

Bank Name: _____

Bank City/State: _____

Signature: _____

Your Name _____		DATE _____	1234
Street Address _____			
City, State Zip Code _____			
PAY TO THE ORDER OF _____		\$ _____	
Bank/Financial Institution _____		DOLLARS	
Memo _____			
R: 121140713		1234	0005588888
Routing Number		Check	Account Number

Date: _____

This is a onetime ACH for the current amount due under the Agreement.

If you would like to have all future amounts due remitted via ACH to Navitas Credit Corp., or its assignee, please sign below:

Signature: _____ Date: _____

This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.
Please supply a copy of a Voided Company Check for the business listed on this agreement which is financing the equipment

Should any of the information on the enclosed documents be incorrect, please notify me immediately at (866) 956-2848 so I can make the appropriate corrections.

Please note that if you do not wish to pay your future payments via ACH (after the advance rental amount) checks must be sent to:

Navitas Credit Corp.
P. O. Box 935204
Atlanta, GA 31193-5204

Sincerely,

Amy Whipple
Navitas Credit Corp.



info@navitascredit.com



www.navitascredit.com

EQUIPMENT FINANCE AGREEMENT



BORROWER: HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT

DBA:

Federal Tax ID# 36-4873766

(hereinafter referred to as "you" or "your")

Address: 12051 CORPORATE BLVD

City: ORLANDO

State: FL

Zip: 32817

Phone:

LEGACY CONSTRUCTION SERVICES GROUP

SECURED PARTY/ LENDER: NAVITAS CREDIT CORP.

VENDOR: INC

AGREEMENT # 40428476

(hereinafter referred to as "We", "Us", or "Our")

(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this

Equipment Description / Quantity / Serial # / VIN#
SEE SCHEDULE "A"

Term in Months: 63

First Payment: \$0.00

Monthly Payments:

Last Payment: \$0.00

3 @ \$0.00

Security Deposit: \$0.00

60 @ \$1,642.78

Other: \$0.00

Amount Financed: \$79,447.00

INITIAL AMOUNT DUE: \$ 0.00

Equipment Location (if different than above address)

0 HOLLY HILL ROAD DAVENPORT FL 33837

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

1. **AGREEMENT:** You want to acquire the above equipment ("Equipment") from a vendor selected by you ("Vendor") and have requested that we finance the purchase price for you. You unconditionally promise to pay us the sum of all of the monthly payments indicated above or on any schedule ("Payments") and you agree to all of the terms stated in this Agreement. You authorize us to insert any Equipment serial numbers and other identification data and any other omitted facts and to correct obvious errors. We may adjust the monthly payment amount to finance any taxes due at the inception of this Agreement or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the Payment amount was based on. At our discretion we may apply any amounts received from you to any amount you owe under this Agreement.

2. **TERM:** This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). The term of this Agreement shall terminate upon the date that all of your payment and other obligations have been paid and satisfied in full ("Term"). The Initial Amount Due shall be due on the Commencement Date and subsequent monthly payments are due on the day we select, payable to a location to be designated by us. **YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTHER OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER AFTER COMMENCEMENT EXCEPT BY YOUR PAYMENT AND SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER.** We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payments or other amounts due hereunder. You will provide us with any bank account information we request in order to process electronic payments.

3. **EQUIPMENT:** You agree that you are the owner of and have title to the Equipment, excluding any software. By signing the Pay Proceeds Direction at the end of this Agreement, you authorize us to pay your Vendor, either as a prepayment to your Vendor to initiate delivery or upon your acceptance of the Equipment when it is delivered. You hereby grant to us a first priority, purchase money security interest in the Equipment and all replacements, replacement parts, accessions and attachments now or hereafter made a part of the Equipment, and all cash and non-cash proceeds, and all general intangibles, accounts and chattel paper arising therefrom. You agree, at your expense, to protect and defend our interests in the Equipment. Further, you shall at all times keep the Equipment free from all legal process, liens and other encumbrances if asserted or made against you or the Equipment. You agree we have the right to inspect the Equipment upon reasonable notice to you.

4. **NO WARRANTIES; NO AGENCY: WE ARE FINANCING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT.** Neither the Vendor nor any other person is our agent, nor are they authorized to waive or change any term of this Agreement. No representation, guaranty or warranty by the Vendor or other person is binding on us. No breach by the Vendor will relieve or excuse your obligations to us. If you entered into a maintenance or service agreement the cost of which is included in the Payments, you acknowledge we are not a party to such agreements and are not responsible for any service, repairs, or maintenance of the Equipment. If you have a dispute with your Vendor about delivery, installation, service or any other matter, you must continue to perform all your obligations, hereunder.

5. **SALE/ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL.** We may sell, assign or transfer this Agreement or any part of it and/or our interest in the Equipment without notifying you and you agree that if we do, (i) the new Secured Party will have the same rights and benefits that we now have but will not have to perform any of our obligations, (ii) the rights of the new Secured Party will not be subject to any claims, defenses or setoffs that you may have against us or the Vendor, and (iii) you will not assert any claims, defenses or setoffs whatsoever against us or the new Secured Party.

6. **SECURITY DEPOSIT:** As security for the performance of all your obligations hereunder, you have deposited with us the amount set forth in the section shown as "Security Deposit". We have the right, but are not obligated, to apply the security deposit at any time to any amount you owe. Provided you have fully performed all of the provisions of this Agreement, we will return to you any then remaining balance of the security deposit. We will not keep the security deposit separate from our general funds and you shall not be entitled to any interest thereon.

7. **CARE, USE AND LOCATION; LOSS:** You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations and only at your address shown on this Agreement unless we agree to another location. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. In the event the Equipment is lost, stolen or damaged, so long as you are not in default hereunder, you shall have the option within

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

ACCEPTED BY SECURED PARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina

X:
(signature)

Date Signed:

By:
(signature)

Date Accepted:

Print Name & Title:

Print Name & Title:

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. **YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY.** This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X:
(signature)

Date Signed:

X:
(signature)

Date Signed:

Print Name:

Print Name:

TERMS AND CONDITIONS (PAGE 2 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. **UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.**

8. TAXES: You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

10. INSURANCE: You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable: (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

11. DEFAULT: You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

12. REMEDIES: In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

13. BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS: You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

14. FEES AND CHARGES: If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. **AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.**

15. ENTIRE AGREEMENT; CHANGES: This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

16. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

17. CHOICE OF LAW; JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

18. MISCELLANEOUS: No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

X
(Signature)

Print Name & Title:

Date Signed:

I hereby authorize, in my absence,

Telephone #

to verify my direction to disburse funds.

Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC

Vendor:

Vendor:

1/25/2016 02:08:54



A UNITED COMMUNITY BANK COMPANY



EQUIPMENT SCHEDULE "A"

Lessee/Borrower/Rentee: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT Agreement #:40428476

This Equipment Schedule "A" is to be attached to and become part of the Agreement referenced above by and between the undersigned and Navitas Credit Corp., Lessor/Secured Party/Rentor.

Equipment:

Page 1 of 2 Initials

Item	Description	Qty
	HOLLY HILLS COMMUNITY	
CSSD	***SHADE AND SHELTER PRODUCTS*** Custom Shade Design - Quad Sail Shade: 30' Length x 30' Width x 8' Entry Height. (4) Columns on Base Plates + 6" surfacing at Ø6.6" Sch-40. Rafter at Ø5.0" 11-Ga Without Glide Elbows. (4) Triangle sails at about 21' x 21' x 30' with hardware.	2
ENGDRAW	Engineered Drawings for Permitting - Shade Structure Seals	1
Shipping	Combined Shipping and Freight Charges	1
RMC	Ready Mix Concrete 2500 PSI MIN	15
RBAR5	No. 5 Rebar	496
FBLOCK	Footer Blocks	32
PERMIT	Permitting Costs	1
FLIFTWK	Fork Lift Weekly Rental	1
MLIFTDAY	Man Lift Daily Rental	1
MINEXDAY	Mini Excavator Daily Rental	1
LBR	Labor and Installation	2
	Sub Total	
	PLAYGROUND EQUIPMENT	
PKP024	PKP024-Imperial Springs	1
PSW001NS	PSW001NS-1 Bay Single Post Swing - Frame Only with Hangers	1
PSW800-BK7	1 Seat Package Bucket - Black - 7' Top Rail..	1
PSW009-BK8	PSW009-BK8-1 Bay Package Belts - Black - 8' Top Rail	1
Shipping	Combined Shipping and Freight Charges	1
CC80	Concrete for Anchoring	32
FBLOCK	Footer Blocks	43
Dumpster Rental	Dumpster Rental	1
LBR	Labor and Installation	1
	Sub Total	
	SAFETY SURFACING (PLAYGROUNDS)	
APS-Border 8	APS-Border 8 - 8' Border Timber With Spike - Black	58
APS-ADAHalfRa...	APS-ADAHalfRamp - ADA Half Ramp - Black	1
RMSK-UCBLK	LTGUCMN1TS- Natural Black Uncoated Playground Mulch - 2000lb Super Sack	14
GFAB	Weed Barrier	1,890
Shipping	Combined Shipping and Freight Charges	1
LBR	Labor and Installation	1
	Sub Total	
	DOG PARK	
PBARK-490	PET WASTE STATION - SQUARE Pet Waste Station - Square Receptacle, INGROUND (color choice: blue or green) (Choose sign option) ..	2
MSBR4XX	M Style Bike Rack - 4 hump In Ground Mount	1

T8ULHDCP	8Ft. Table, 2 Attached 6Ft. Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable..	2
ASM-EM6B	ASM-EM6B-Economizer 6' Backed Bench	2
TR32L	TR32L-32 Gallon Trash Receptacle, 1 1/2" #9 Expanded Metal	2
LINER32-BLACK	LINER32-BLACK-Rigid Plastic Liner for TR 32	2
DOME32 BLACK	DOME32 BLACK-Dome Top for TR 22 & TR 32	2

This Equipment Schedule "A" is hereby verified as correct by the undersigned Lessee/Borrower/Rentee, who acknowledges receipt of a copy. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Lessee/Borrower/Rentee: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Signature: ☒ _____
 Title: ☒ _____
 Date: ☒ _____



info@navitascredit.com



www.navitascredit.com



A UNITED COMMUNITY BANK COMPANY



Progress Payment Agreement

**Lessee/Borrower/Rentee: HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT**

Agreement #: 40428476

In reference to the Agreement # 40428476, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **LEGACY CONSTRUCTION SERVICES GROUP INC ("Supplier")**, to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.
Lessor/Secured Party/Rentor

HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT
Lessee/Borrower/Rentee

By

By

Title

Title

Date

Date



info@navitascredit.com



www.navitascredit.com



A UNITED COMMUNITY BANK COMPANY



15 Day Payment Addendum

Customer Name: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Contract Number: 40428476

The above referenced Lease/Finance/Rental agreement is owned by Navitas Credit Corp. and the Customer hereby agrees to amend the Contract as follows:

In the event any amount due under the Contract is not received by Navitas within 15 days after becoming due, Navitas may, without notice to Customer, initiate payment by ACH, Check By Phone or similar draft services against Customer's bank account of which has been provided by the customer. Navitas may increase the amount collected by a service charge equal to 2% of the amount due.

If signature verification is required by the bank or drafting service, Navitas may use the driver's license information Customer provided with the original Contract documents. If Customer closes the bank account without providing Navitas with new bank account information within 5 days, the Contract will be in default.

The undersigned affirms that he/she is an officer, partner, or proprietor of the Customer and is authorized to sign this Addendum on behalf of the Customer. In addition, the undersigned is an authorized signor of the bank account identified above. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Customer: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Authorized signature: _____

Print Name: _____

Date: _____



info@navitascredit.com



www.navitascredit.com



**Holly Hill Road East
Community Development District**

CRI Engagement Letter for FY 2018 Auditing Services



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

November 2, 2018

(850) 837-3141
(850) 654-4619 (fax)
CRlcpa.com

Holly Hill Road East Community Development District
Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Holly Hill Road East Community Development District for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Holly Hill Road East Community Development District as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Holly Hill Road East Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Holly Hill Road East Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Holly Hill Road East Community Development District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Holly Hill Road East Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Holly Hill Road East Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial

reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Holly Hill Road East Community Development District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require

certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Holly Hill Road East Community Development District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Holly Hill Road East Community Development District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, as of September 30, 2018. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contract or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives

discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and

- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817**

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 1, 2018 and to issue our reports no later than June 30, 2019. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates except that we agree that our fee will not exceed \$3,000. This fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments, the audit fee will increase by an amount not to exceed \$3,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered.

during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We appreciate the opportunity to be of service to Holly Hill Road East Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Holly Hill Road East Community Development District.

Management signature: *[Signature]*

Title: *District Manager*

Governance signature: _____

Title: _____



**Holly Hill Road East
Community Development District**

**Agreement between the District and Danielle Fence
Mfg. Co. Proposal for Perimeter Fence**

**AGREEMENT FOR FENCE INSTALLATION BETWEEN
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
AND DANIELLE FENCE MANUFACTURING COMPANY, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this ___ 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, and having a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

DANIELLE FENCE MANUFACTURING COMPANY, INC., a Florida corporation, whose address is 4855 State Road 60 West, Mulberry, Florida 33860 (the "Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the City of Davenport, Florida, 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 desires to install perimeter fencing and two (2) gates along certain boundaries of Phase 2 of the District (the "District Property"); and

WHEREAS, the District desires to retain an independent contractor to provide the construction services for the installation of the perimeter fence as more specifically set forth in Contractor's Proposal, as revised October 23, 2018, attached hereto as **Exhibit A** and hereby incorporated by reference, including, without limitation, all materials and labor (the "**Work**"); and

WHEREAS, Contractor represents that it is capable of providing such Work 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.** Contractor shall provide the retaining wall improvement installation services, as described in Exhibit A. The Work shall include any effort specifically required by this Agreement and Exhibit A reasonably necessary to allow the District to receive the maximum benefit of all of the Work and items described herein and demonstrated in Exhibit A, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.
- B.** Work shall commence upon execution of this Agreement, and be completed within one hundred eighty (180) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with **Section 23** herein.
- 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 Work.
- D.** Contractor shall perform all Work in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Work. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** 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. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** The Contractor shall report directly to the District's Designee, who shall initially be the District Manager or the District Manager's designee. 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 Work. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to

clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION. In exchange for providing the Work, the District shall pay the Contractor an amount equal to One Hundred Three Thousand Nine Hundred Fifty Six Dollars and No Cents (\$103,956.00) in accordance with **Exhibit A**. Such amount includes all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- A. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Invoices will include such supporting information as the District may reasonably require the Contractor to provide.
- B. 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. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Work for a period of three (3) years after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall

relieve Contractor of responsibility for defective or deficient materials or Work. If any of the Work 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 the landowners within the District.

Contractor hereby covenants to the District that it shall perform the Work: (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. INSURANCE.

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

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000
Automobile Liability (if applicable)	
<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 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. 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 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

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

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 13. 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 14. 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 15. 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 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District:** Holly Hill Road East
Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel
- B. If to Contractor:** Danielle Fence Manufacturing Company, Inc.
4855 State Road 60 West
Mulberry, Florida 33860
Attn: Marc Jeffery Glogower

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

SECTION 17. 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 18. 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 19. 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. Any purported assignment without such approval shall be void.

SECTION 20. 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 21. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 22. 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 23. 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 Work 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 24. 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 25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jane Gaarlandt** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, JANEG@FISHKIND.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining

portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 28. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

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

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

Attest:

**HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Witness:

**DANIELLE FENCE
MANUFACTURING COMPANY, INC.**

Signature of Witness

By: _____

Print Name: _____

Title: _____

Exhibit A: Contractor's Proposal as revised October 23, 2018

Exhibit A: Contractor's Proposal as revised October 23, 2018



October 23, 2018

*Revised

Holly Hill Road East CDD
Scott Shapiro
12051 Corporate Boulevard
Orlando, FL 32817

Job Site: Citrus Pointe
Perimeter Fence
Davenport, FL

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Proposal for your review.

Total Estimate:	\$101,856.00
• Install 5072' of 72" tall Almond Lakeland ® BGM Style PVC Fence	
• 1557' Installed inside 12" x 48" tubes	
○ Tubes installed and provided by others	
• 1 Permit	\$1,100.00

Additional cost to install:	
• 2, 72" x 50" Almond Lakeland Walk Gates	\$500.00 each

Price includes tax, materials and installation. Price is based on a clear fence line, prior to finalizing contract a site inspection is required.

<i>1st payment/deposit 35%</i>	\$36,000.00
<i>2nd payment due upon 2500' of fence installation</i>	\$39,000.00
<i>Upon completion of project balance due of</i>	\$28,956.00
<i>Total Contract</i>	\$103,956.00

Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.

1. Introduction

2. Background

3. Methodology

4. Results

5. Discussion

6. Conclusion

7. References

8. Appendix

9. Glossary

10. Index

11. Acknowledgments

12. Author Biographies

13. Abstract

14. Keywords

15. Summary

16. References

17. Appendix

18. Glossary

19. Index

**Holly Hill Road East
Community Development District**

Assignment of Engineering Services Agreement

ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT

THIS ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT (“Assignment”) is entered into as of the 19th day of December, 2018, by and between **DENNIS WOOD ENGINEERING LLC**, a Florida limited liability company (“Assignor”) and **WOOD & ASSOCIATES, LLC**, a Florida limited liability company (“Assignee”), whose mailing address is 1925 Bartow Road, Lakeland, Florida 33801, and is acknowledged and accepted by the **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (the “District”).

WITNESSETH

WHEREAS, Assignor and the District previously entered into an Agreement for Engineering Services dated February 21, 2018, which agreement is attached hereto as **Exhibit A** (“Agreement”), and incorporated herein by this reference, for the purpose of providing Engineering Services to the District; and

WHEREAS, the District procured the services of Assignor and entered into the Agreement pursuant to the provisions of the Consultants Competitive Negotiation Act (CCNA), Section 287.055, *Florida Statutes*; and

WHEREAS, Assignor subsequently changed its business name to Wood & Associates, LLC, to be effective January 1, 2019, and Assignee now desires to accept an assignment of the Agreement and to continue to provide Engineering Services under the Agreement; and

WHEREAS, Assignor desires to assign the Agreement to Assignee; and

WHEREAS, Assignee desires to accept the assignment of the Agreement from Assignor.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows, and the District consents to, acknowledges and accepts the following:

1. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Assignment.
2. Assignor hereby transfers and assigns to Assignee the rights, duties, and responsibilities of the Assignor under the Agreement, and Assignee hereby assumes the rights, duties, and responsibilities of the Assignor under the Agreement.
3. The terms of the Agreement is hereby ratified and shall remain in full force and effect between the District and the Assignee.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

DENNIS WOOD ENGINEERING LLC, a
Florida limited liability company

Witnesses:

Print name

Print name

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Dennis Wood Engineering LLC, on behalf of the Assignor. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature of Notary
Print Name: _____
Notary Public, State of Florida
My Commission Number: _____
My Commission Expires: _____

[Notary Seal]

ASSIGNEE:

WOOD & ASSOCIATES, LLC, a Florida
limited liability company

Witnesses:

Print name

Print name

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Wood & Associates, LLC, on behalf of the Assignee. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature of Notary

Print Name: _____

Notary Public, State of Florida

My Commission Number: _____

My Commission Expires: _____

[Notary Seal]

CONSENTED TO, ACKNOWLEDGED AND ACCEPTED BY:

DISTRICT:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

Witnesses:

Print name

Print name

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Rennie Heath, as Chairperson of the Board of Supervisors of the Holly Hill Road East Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature of Notary

Print Name: _____

Notary Public, State of Florida

My Commission Number: _____

My Commission Expires: _____

[Notary Seal]

COMPOSITE EXHIBIT A: Agreement

Exhibit A

Agreement for Engineering Services

**AGREEMENT BETWEEN HOLLY HILL EAST COMMUNITY DEVELOPMENT
DISTRICT AND DENNIS WOOD ENGINEERING, LLC
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into effective the 21st day of February, 2018, by and between:

HOLLY HILL EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida, with a mailing address at 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"), and

DENNIS WOOD ENGINEERING, LLC, a Florida limited liability company, with a mailing address of 1925 Bartow Road, Lakeland, Florida 33801 ("Engineer").

RECITALS

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 - 2. Processing of contractor's pay estimates.
 - 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 21.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its

authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. 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 Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice of cancellation to the

District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 16. Indemnification. Engineer shall indemnify and hold harmless the District, and its officers, employees and staff, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

Article 17. Compliance with Public Records Laws. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jane Gaarlandt** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, JANEG@FISHKIND.COM, AND 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Polk County, Florida.

Article 20. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 21. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 22. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Holly Hill East Community Development District 12051 Corporate Boulevard Orlando, Florida 32817 Attn: District Manager
With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 (32301) Post Office Box 6526 Tallahassee, Florida 32314 Attn: Roy Van Wyk
If to Engineer:	Dennis Wood Engineering, LLC 1925 Bartow Road Lakeland, Florida 33801 Attn: Dennis Wood

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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

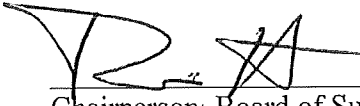
Article 24. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 25. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

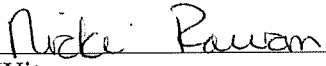
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

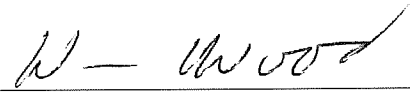
**HOLLY HILL EAST
COMMUNITY DEVELOPMENT DISTRICT**

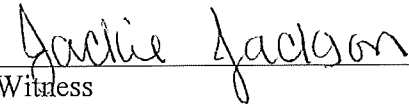

Secretary/Assistant Secretary


Chairperson, Board of Supervisors

**DENNIS WOOD ENGINEERING, LLC, a Florida
limited liability company**

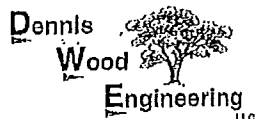

Witness


Dennis Wood, President


Witness

Schedule A – Rate Schedule

Schedule "A"



ATTACHMENT A PROFESSIONAL SERVICES FEE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40

REIMBURSABLE COST SCHEDULE

<u>ITEM</u>	<u>COST</u>
REPRODUCTION COSTS	
<i>B/W Copies</i>	<i>Single Side</i> <i>Double Side</i>
8 1/2" x 11"	\$0.10 \$0.15
8 1/2" x 14"	\$0.10 \$0.15
11" x 17"	\$0.15 \$0.20
<i>Color Copies</i>	
All sizes	\$ 1.00 per page
<i>Plotter Prints – B/W, Color Paper</i>	
11" x 17"	\$ 2.00 per sheet
24" x 36"	\$ 5.00 per sheet
<i>Plotter Prints – Mylar</i>	
11" x 17"	\$ 4.00 per sheet
24" x 36"	\$15.00 per sheet
<i>Plotter Prints – Vellum</i>	
11" x 17"	\$ 3.50 per sheet
24" x 36"	\$12.00 per sheet
<i>Blue-line Prints</i>	
24" x 36"	\$ 2.00 per sheet
<i>Travel</i>	
Local Driving	\$.48 per mile
<i>Postage, Federal Express, UPS</i>	Actual Cost
<i>Computer Disk Copies – CD or DVD</i>	Actual Cost

WORK AUTHORIZATION #01
January 18, 2018

Holly Hill East
Community Development District
12051 Corporate Blvd.
Orlando, Florida 32817

Subject: Work Authorization Number 01
Holly Hill East Community Development District

Dear Chairperson, Board of Supervisors:

Dennis Wood Engineering, LLC ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Holly Hill East Community Development District. We will provide these services pursuant to our current agreement dated August __, 2017 ("Consultant Agreement") as follows:

I. Scope of Work

Holly Hill East Community Development District ("District") hereby engages the services of Engineer to perform the work described in Attachment A, Contractor's Proposal, attached hereto. For the sake of clarity, the Scope of Work authorized hereunder shall not include any work related to individual lots.

II. Fees

The District will compensate Engineer in accordance with the terms of the Consultant Agreement and Attachment A hereto.

This proposal, together with the Consultant Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Dennis Wood Engineering, LLC. We look forward to helping you create a quality project.

Sincerely,

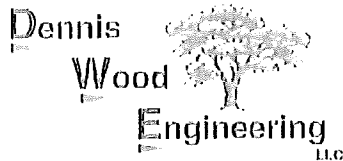
Dennis Wood

APPROVED AND ACCEPTED

By: [Signature]

Authorized Representative of
Holly Hill East Community Development District

Date: _____, 2018



Proposal

Engineering Services For:
Holly Hill Road East CDD

Holly Hill Road East
Amenity Center

Scope of Work

FEE

- | | |
|--|-------------|
| 1. PD APPROVAL
Prepare PD Plan, submit to County, and
attend all meetings for approval | EXTRA |
| 2. BOUNDARY AND TOPOGRAPHY SURVEY (Parent Parcel)
Conduct a boundary and topographic survey in sufficient
detail to permit plans through the SWFWMD and Polk County.
Does not include offsite survey if required. | FURNISHED |
| 3. TRAFFIC STUDY | N/A |
| 4. PLANS PREPARATION
Utilizing the site plan provided by the architect,
prepare plans in sufficient detail to permit through
the SWFWMD, City, and Polk County. <ul style="list-style-type: none">◦ Cover Sheet◦ Site Plan◦ Soils & Pre-Drainage◦ Roadway Plan & Profile◦ Drainage Plan & Details◦ Water, Sewer Details & Specifications
(Offsite water and sewer line extensions are not included.) | \$20,000.00 |
| 5. PERMITS & CALCULATIONS <ul style="list-style-type: none">◦ County Health Department (Water)◦ S.W.F.W.M.D. Permit (Drainage)◦ FDEP Sewer Permit◦ NPDES Permit◦ Fire Flow Calculations◦ Storm Calculations for piping◦ Level 2 County (Driveway)◦ Level 2 (City) | \$ 6,000.00 |

6. SOIL TESTING	Extra
• Percolation test as required for drainage approval and hand augers in roadway to determine seasonal highs	
7. SETTING PRM'S AND PCP'S AFTER PLAN APPROVAL	SEPARATE CONTRACT
8. PLAT	SEPARATE CONTRACT
• Preparation of Plat	
• Submit for Approvals	
• Stake Out	
• Coordinate & Respond to Comments for Plat Approval	
9. AS-BUILT CERTIFICATION BY ENGINEER (Asbuilt furnished)	\$ 1,500.00
• Water	
• Sewer	
• Drainage	
10. INSPECTIONS & SUBMITTAL DATA REVIEW	\$ 1,500.00
• Periodic inspections to assure project is constructed per plans (Assumes 8 site visits)	
11. PROJECT MANAGEMENT	
• Meeting with client and updates	\$ 300.00
12. OUT OF POCKET (Travel, postage, printing)	\$ 400.00
TOTAL:	\$29,700.00

The above estimate is based on the following criteria:

1. **Holly Hill Road East CDD** will provide the following information to Dennis Wood Engineering, LLC (DWE).
 - A copy of the warranty deed of the property.
 - A Letter of Authorization to act on behalf of the owner.
2. The fee does not include construction layout, soil testing, attorney fees, and title opinion for plat.
3. All fees will be paid by **Holly Hill Road East CDD** (Impact, Review, Permit, etc.).
4. All surveying activities shall be complete in accordance with the guidelines established by the minimum technical standards for land surveying, Chapter 21 HH-6, Florida Administrative Code.
5. Environmental soils test is extra.
6. 100 YR flood study is extra if required.
7. Offsite utilities are not included.

Professional Fees

Our fee for the previously described work is a lump sum fee of \$29,700.00. Design modification after we begin work, requested by Holly Hill Road East CDD under circumstances beyond our control, will be accomplished upon your authorization as extra work at our normal hourly rates as shown on attachment "A".

Method of Payment

Billed monthly on percentage of work completed to date.

Payment is due when rendered and work will be halted if payment is not received within a reasonable period of time (approximately two weeks), unless prior arrangements are made. Payments overdue by more than 30 days are subject to assessment of 1.5% per month (18% annual) interest.

Ownership of Drawings

Dennis Wood Engineering, LLC will retain ownership of field notes and all original tracings. Copies, certified drawings and reproducible will be provided as necessary.

Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the termination party. In the event of any termination, Dennis Wood Engineering, LLC will be paid for all services rendered to the date of termination.

This agreement shall be binding in the form if a photocopy or fax as in the original. The persons signing warrant that they are authorized to obligate the purchasing company or business (purchaser), and do further hereby jointly and severally guarantee payment of all amounts due to Dennis Wood Engineering, LLC. The guaranty is absolute and continuing, notwithstanding extension of time for payment or failure to file any notice, which may be required by law. The persons signing agree that in the event of legal action, the forum will be Polk County, Florida, and any objections to venue are hereby waived. Interest shall run on all unpaid amounts at the highest rate allowed by law, and the said interest shall carry over and become the final judgment interest rate for all monies awarded in the event of legal action. On the event of non-payment, purchaser agrees to pay all cost of collection, including pre-suit collections, including attorney's fees and costs of litigation.

Accepted By: _____ Date: _____

Name: Joe MaClaren
Holly Hill Road East CDD

Accepted By: Dennis Wood Date: 2-21-18

Name: Dennis L. Wood, P.E.
Dennis Wood Engineering LLC

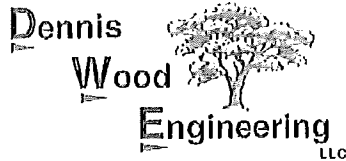


ATTACHMENT A PROFESSIONAL SERVICES FEE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40

REIMBURSABLE COST SCHEDULE

<u>ITEM</u>	<u>COST</u>
REPRODUCTION COSTS	
<i>B/W Copies</i>	<i>Single Slide</i> <i>Double Slide</i>
8 1/2" x 11"	\$0.10 \$0.15
8 1/2" x 14"	\$0.10 \$0.15
11" x 17"	\$0.15 \$0.20
<i>Color Copies</i>	
All sizes	\$ 1.00 per page
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24" x 36"	\$ 5.00 per sheet
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<i>Plotter Prints – Vellum</i>	
11" x 17"	\$ 3.50 per sheet
24" x 36"	\$12.00 per sheet
<i>Blue-line Prints</i>	
24" x 36"	\$ 2.00 per sheet
<i>Travel</i>	
Local Driving	\$.48 per mile
<i>Postage, Federal Express, UPS</i>	Actual Cost
<i>Computer Disk Copies – CD or DVD</i>	Actual Cost



Proposal

Engineering Services For:
Holly Hill Road East CDD

Holly Hill Road East
South Parcel (96 Lots)

Scope of Work

FEE
EXTRA

1. PD APPROVAL
Prepare PD Plan, submit to County, and
attend all meetings for approval
2. BOUNDARY AND TOPOGRAPHY SURVEY (Parent Parcel) \$ 3,100.00
Conduct a boundary and topographic survey in sufficient
detail to permit plans through the SWFWMD and City of Davenport.
Does not include offsite survey if required.
3. TRAFFIC STUDY \$ 2,200.00
4. PLANS PREPARATION \$33,000.00
 - Cover Sheet
 - Soils & Pre-Drainage Map
 - General Layout
 - Roadway Plan & Profile
 - Drainage Plan & Details
 - Grading Plan
 - Water, Sewer Details & Specifications
(Offsite water and sewer line extensions are not included.)
5. PERMITS & CALCULATIONS \$10,900.00
 - County Health Department (Water)
 - S.W.F.W.M.D. Permit (Drainage)
 - FDEP Sewer Permit
 - NPDES Permit
 - Fire Flow Calculations
 - Storm Calculations for piping
 - Level 2 County (Driveway)
 - Level 2 (City)

6. SOIL TESTING	Extra
<ul style="list-style-type: none"> • Percolation test as required for drainage approval and hand augers in roadway to determine seasonal highs 	
7. SETTING PRM'S AND PCP'S AFTER PLAN APPROVAL	SEPARATE CONTRACT
8. PLAT	SEPARATE CONTRACT
<ul style="list-style-type: none"> • Preparation of Plat • Submit for Approvals • Stake Out • Coordinate & Respond to Comments for Plat Approval 	
9. AS-BUILT CERTIFICATION BY ENGINEER (Asbuilt furnished)	\$ 1,900.00
<ul style="list-style-type: none"> • Water • Sewer • Drainage 	
10. INSPECTIONS & SUBMITTAL DATA REVIEW	\$ 1,900.00
<ul style="list-style-type: none"> • Periodic inspections to assure project is constructed per plans (Assumes 8 site visits) 	
11. PROJECT MANAGEMENT	
<ul style="list-style-type: none"> • Meeting with client and updates 	\$ 360.00
12. OUT OF POCKET (Travel, postage, printing)	\$ 580.00
TOTAL:	<u>\$53,940.00</u>

The above estimate is based on the following criteria:

1. **Holly Hill Road East CDD (HHRE)** will provide the following information to Dennis Wood Engineering, LLC (DWE).
 - A copy of the warranty deed of the property.
 - A Letter of Authorization to act on behalf of the owner.
2. The fee does not include construction layout, soil testing, attorney fees, and title opinion for plat.
3. All fees will be paid by HHRE (Impact, Review, Permit, etc.).
4. All surveying activities shall be complete in accordance with the guidelines established by the minimum technical standards for land surveying, Chapter 21 HH-6, Florida Administrative Code.
5. Environmental soils test is extra.
6. 100 YR flood study is extra if required.
7. Offsite utilities are not included.

Professional Fees

Our fee for the previously described work is a lump sum fee of \$53,940.00. Design modification after we begin work, requested by HHRE under circumstances beyond our control, will be accomplished upon your authorization as extra work at our normal hourly rates as shown on attachment "A".

Method of Payment

Billed monthly on percentage of work completed to date.

Payment is due when rendered and work will be halted if payment is not received within a reasonable period of time (approximately two weeks), unless prior arrangements are made. Payments overdue by more than 30 days are subject to assessment of 1.5% per month (18% annual) interest.

Ownership of Drawings

Dennis Wood Engineering, LLC will retain ownership of field notes and all original tracings. Copies, certified drawings and reproducible will be provided as necessary.

Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the termination party. In the event of any termination, Dennis Wood Engineering, LLC will be paid for all services rendered to the date of termination.

This agreement shall be binding in the form if a photocopy or fax as in the original. The persons signing warrant that they are authorized to obligate the purchasing company or business (purchaser), and do further hereby jointly and severally guarantee payment of all amounts due to Dennis Wood Engineering, LLC. The guaranty is absolute and continuing, notwithstanding extension of time for payment or failure to file any notice, which may be required by law. The persons signing agree that in the event of legal action, the forum will be Polk County, Florida, and any objections to venue are hereby waived. Interest shall run on all unpaid amounts at the highest rate allowed by law, and the said interest shall carry over and become the final judgment interest rate for all monies awarded in the event of legal action. On the event of non-payment, purchaser agrees to pay all cost of collection, including pre-suit collections, including attorney's fees and costs of litigation.

Accepted By: _____ Date: _____
Name: Joe MacLaren
Holly Hill Road East CDD

Accepted By: D. Wood Date: 2-21-18
Name: Dennis L. Wood, P.E.
Dennis Wood Engineering LLC

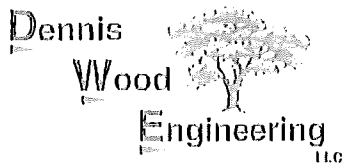


ATTACHMENT A PROFESSIONAL SERVICES FEE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40

REIMBURSABLE COST SCHEDULE

<u>ITEM</u>	<u>COST</u>
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<i>Blue-line Prints</i>	
24" x 36"	\$ 2.00 per sheet
<i>Travel</i>	
Local Driving	\$.48 per mile
<i>Postage, Federal Express, UPS</i>	Actual Cost
<i>Computer Disk Copies – CD or DVD</i>	Actual Cost



Proposal

Engineering Services For:
Holly Hill Road East CDD

Holly Hill Road East
North Parcel (169 Lots)

Scope of Work

FEE

EXTRA

1. PD APPROVAL
Prepare PD Plan, submit to County, and
attend all meetings for approval
2. BOUNDARY AND TOPOGRAPHY SURVEY (Parent Parcel) \$ 5,400.00
Conduct a boundary and topographic survey in sufficient
detail to permit plans through the SWFWMD and Polk County.
Does not include offsite survey if required.
3. TRAFFIC STUDY \$ 3,800.00
4. PLANS PREPARATION \$58,500.00
 - Cover Sheet
 - Soils & Pre-Drainage Map
 - General Layout
 - Roadway Plan & Profile
 - Grading Plan
 - Drainage Plan & Details
 - Water, Sewer Details & Specifications
(Offsite water and sewer line extensions are not included.)
5. PERMITS & CALCULATIONS \$19,100.00
 - County Health Department (Water)
 - S.W.F.W.M.D. Permit (Drainage)
 - FDEP Sewer Permit
 - NPDES Permit
 - Fire Flow Calculations
 - Storm Calculations for piping
 - Level 2 County (Driveway)
 - Level 2 (City)

6. SOIL TESTING	Extra
• Percolation test as required for drainage approval and hand augers in roadway to determine seasonal highs	
7. SETTING PRM'S AND PCP'S AFTER PLAN APPROVAL	SEPARATE CONTRACT
8. PLAT	SEPARATE CONTRACT
• Preparation of Plat	
• Submit for Approvals	
• Stake Out	
• Coordinate & Respond to Comments for Plat Approval	
9. AS-BUILT CERTIFICATION BY ENGINEER (Asbuilt furnished)	\$ 3,100.00
• Water	
• Sewer	
• Drainage	
10. INSPECTIONS & SUBMITTAL DATA REVIEW	\$ 3,100.00
• Periodic inspections to assure project is constructed per plans (Assumes 8 site visits)	
11. PROJECT MANAGEMENT	
• Meeting with client and updates	\$ 640.00
12. OUT OF POCKET (Travel, postage, printing)	<u>\$ 1020.00</u>
TOTAL:	\$94,660.00

The above estimate is based on the following criteria:

1. **Holly Hill Road East CDD (HHRE)** will provide the following information to Dennis Wood Engineering, LLC (DWE).
 - A copy of the warranty deed of the property.
 - A Letter of Authorization to act on behalf of the owner.
2. The fee does not include construction layout, soil testing, attorney fees, and title opinion for plat.
3. All fees will be paid by **HHRE** (Impact, Review, Permit, etc.).
4. All surveying activities shall be complete in accordance with the guidelines established by the minimum technical standards for land surveying, Chapter 21 HH-6, Florida Administrative Code.
5. Environmental soils test is extra.
6. 100 YR flood study is extra if required.
7. Offsite utilities are not included.

Professional Fees

Our fee for the previously described work is a lump sum fee of \$94,660.00. Design modification after we begin work, requested by HHRE under circumstances beyond our control, will be accomplished upon your authorization as extra work at our normal hourly rates as shown on attachment "A".

Method of Payment

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This agreement shall be binding in the form if a photocopy or fax as in the original. The persons signing warrant that they are authorized to obligate the purchasing company or business (purchaser), and do further hereby jointly and severally guarantee payment of all amounts due to Dennis Wood Engineering, LLC. The guaranty is absolute and continuing, notwithstanding extension of time for payment or failure to file any notice, which may be required by law. The persons signing agree that in the event of legal action, the forum will be Polk County, Florida, and any objections to venue are hereby waived. Interest shall run on all unpaid amounts at the highest rate allowed by law, and the said interest shall carry over and become the final judgment interest rate for all monies awarded in the event of legal action. On the event of non-payment, purchaser agrees to pay all cost of collection, including pre-suit collections, including attorney's fees and costs of litigation.

Accepted By: _____ Date: _____

Name: Joe MacLaren
Holly Hill Road East CDD

Accepted By:  _____ Date: 2-21-18

Name: Dennis L. Wood, P.E.
Dennis Wood Engineering LLC



ATTACHMENT A PROFESSIONAL SERVICES FEE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40

REIMBURSABLE COST SCHEDULE

<u>ITEM</u>	<u>COST</u>
REPRODUCTION COSTS	
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8 1/2" x 14" <i>Double Slide</i>	\$0.15
11" x 17"	\$0.10
	\$0.15
11" x 17"	\$0.20
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24" x 36"	\$ 2.00 per sheet
<i>Travel</i>	
Local Driving	\$.48 per mile
<i>Postage, Federal Express, UPS</i>	Actual Cost
<i>Computer Disk Copies -- CD or DVD</i>	Actual Cost



**Holly Hill Road East
Community Development District**

**Henkelman Construction, Inc. –
Change Order No. 1 –
Addition of Bond to Amenity Center Contract**

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

PROJECT: (name, address)	Citrus Isle Amenity Center 500 Holly Hill Road Davenport, FL	CHANGE ORDER NUMBER:	1
TO CONTRACTOR: (name, address)	Henkelman Construction, Inc. 1830 N. Crystal Lake Dr. Lakeland, FL 33801	DATE:	11/09/2018
		ARCHITECT'S PROJECT NO:	
		CONTRACT DATE:	10/12/2018
		CONTRACT FOR:	NEW AMENITY CENTER

The Contract is changed as follows:

Add Bond \$ 2,876.00

TOTAL FOR THIS CHANGE ORDER \$ 2,876.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	802,876.00
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	802,876.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	2,876.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	805,752.00

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by () days.
The date of Substantial Completion as of the date of this Change Order therefore is

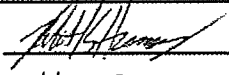
Furr & Wegman Architects, PA

ARCHITECT
625 East Orange Street
Address
Lakeland, FL 33801

BY _____
DATE _____

Henkelman Construction, Inc.

CONTRACTOR
1830 N. Crystal Lake Drive
Address
Lakeland, FL 33801

BY 
DATE 11-09-18

Holly Hill Road East CDD

OWNER
12051 Corporate Blvd
Address
Orlando, FL 32817

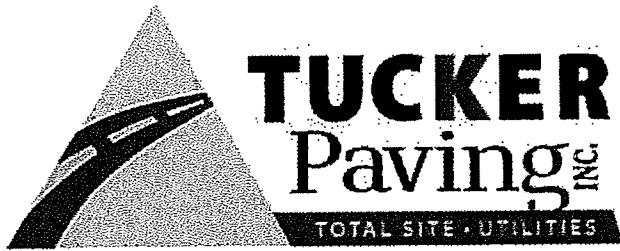
BY 
DATE 11/13/18



CAUTION: You should sign an original AIA document which has this caution printed in red.
An original assures that changes will not be obscured as may occur when documents are reproduced.

**Holly Hill Road East
Community Development District**

**Tucker Paving Inc. –
Change Order No. 18-978 –
Lift Station**



3545 Lake Alfred Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To:	HHR East CDD	Contact:	Rennie Heath
Address:	12051 Corporate Blvd Orlando, FL 32817 USA	Phone:	(407) 382-3256
		Fax:	
Project Name:	Citrus Pointe Subdivision - CO#007	Bid Number:	18 - 978
Project Location:	Holly Hill Road, Davenport, FL	Bid Date:	10/30/2018

This Pricing represents the cost associated with Converting the Lift Station Package From Private To Public

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
------------------	--------------------	------	------------	-------------

ADDS TO CONTRACT PROPOSAL

Convert Lift Station Package From Private To Public	1.00	LS	\$104,954.45	\$104,954.45
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Total Price for above ADDS TO CONTRACT PROPOSAL Items: \$104,954.45

Total Bid Price: \$104,954.45

Notes:

- *** ALL BASE BID CLARIFICATIONS AND EXCLUSIONS APPLY

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>HHR East CDD</u> Signature: <u>[Signature]</u> Date of Acceptance: <u>11/13/18</u>	CONFIRMED: Tucker Paving, Inc. Authorized Signature: _____ Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com
--	--

**Holly Hill Road East
Community Development District**

Payment Authorization No. 45 – 54

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 045

10/5/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Reeves Land Services October Slope Mowing	1752	\$ 600.00	FY 2019

TOTAL \$ 600.00


Board Member

FY 2018	-
FY 2019	600.00

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED OCT 09 2018

Reeves Land Services

17335 lake Iola Rd
Dade City, Fl. 33523
Phone 352-206-4643
E-mail Reeveslandservices@gmail.com
Web Site www.reeveslandservices.com
Face Book www.facebook.com/ReevesLandServices

INVOICE

INVOICE #1752
DATE:10/1/18

TO: HOLLY HILL ROAD EAST CDD
12051 Corporate Boulevard
Orlando, Fl. 32817
dexterq@fishkind.com 407-274-5193

FOR: SLOPE MOW APOX 1.49 ACRES @410 CITRUS ISLE LOOP
DAVENPORT, FL. 33837

RECEIVED OCT 01 2018

DESCRIPTION	HOURS	RATE	AMOUNT
Slope Mowing			\$600.00
TOTAL			\$600.00

X _____

By signature hereon, the undersigned agrees that all deposits are non-refundable unless Reeves Land Services, LLC cancels the job. I additionally agree that Reeves Land Services, LLC is not responsible for concrete culverts, concrete sidewalks, utilities, permits, fences, signs, seed not taking/growing, and any and all structures. I specifically agree that I am responsible for applying for and securing any and all permits required by the governing municipality, county and water management district.

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 046

10/12/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	City of Davenport			
	Acct: 8485 ; Service 9/05/2018 - 10/04/2018	--	\$ 10.73	FY 2018
	Acct: 8487 ; Service 9/05/2018 - 10/04/2018	--	\$ 10.73	FY 2018
2	Dennis Wood Engineering			
	Engineering Services Through 09/16/2018	2346	\$ 742.50	FY 2018
3	Duke Energy			
	Acct: 57840 25499 ; Service 09/04/2018 - 10/04/2018	--	\$ 94.44	FY 2018
	Acct: 95745 35139 ; Service 09/05/2018 - 10/08/2018	--	\$ 836.09	FY 2018
4	Egis Insurance & Risk Advisors			
	Construction Materials Insurance	8182	\$ 2,529.00	FY 2019
5	The Ledger			
	Legal Advertising 10/04/2018	L060G0IMSQ	\$ 253.17	FY 2019
	Legal Advertising 10/05/2018	L060G0IMTL	\$ 337.17	FY 2019
6	Supervisor Fees - 10/11/2018 Meeting			
	Rennie Heath	--	\$ 200.00	FY 2019
	Scott Shapiro	--	\$ 200.00	FY 2019
	Lauren Schwenk	--	\$ 200.00	FY 2019
	John Mazuchowski	--	\$ 200.00	FY 2019
	Andrew Rhinehart	--	\$ 200.00	FY 2019

TOTAL \$ 5,813.83


 Board Member

FY 2018	1,694.49
FY 2019	4,119.34

Please Return To:
 Holly Hill Road East CDD
 c/o Fishkind & Associates
 12051 Corporate Boulevard
 Orlando, FL 32817

RECEIVED OCT 16 2018



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

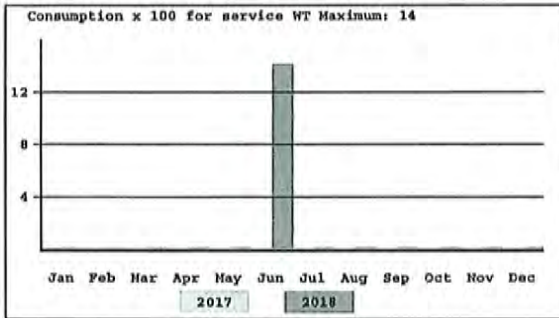
HOLLY HILL ROAD EAST CDD

CYCLE A

6JPA

41255

Account #	Service Address	Billing Period		Bill Date	Due Date	TOTAL DUE		
8485	950 Davenport Blvd Lift Station	09/05/18 to 10/04/18		10/10/2018	11/01/2018	\$ 10.73		
Service Code & Description	Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
				LAST PAYMENT		10/09/2018		10.73
WT UTILITY BILL	09/04	14	10/04	14	100.000	0	0	9.75 *
							* TAXES	0.98
RECEIVED OCT 10 2018								
CURRENT CHARGES								10.73
TOTAL AMOUNT DUE								10.73



NO MORE ALLEY WAY TRASH PICK UP-GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS-NOTICES FOR VIOLATIONS WILL BE SENT OUT.

PUBLIC GOVERNMENT DAY OCT 25th 5PM-7PM IN THE COMMISSION CHAMBERS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

DAVENPORT MARKETPLACE-EVERY THURSDAY 9AM-3PM ON MARKET STREET

NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAID DETACH AND RETURN STUB WITH REMITTANCE DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	10/10/2018	\$ 10.73
Type	Due Date	
CYCLE A	11/01/2018	
PayID	Bill No	
6JPA	3016	

|||||
HOLLY HILL ROAD EAST CDD
12051 CORPORATE BLVD
ORLANDO FL 32817

AMOUNT PAID _____

00000084855 0000010736

00000084871 0000010736

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
9/18/2018	2346

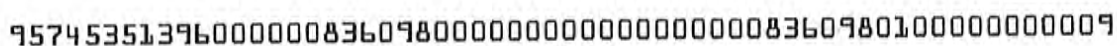
Bill To

Rennie Heath
Cassidy Holdings, LLC
346 East Central Avenue
Winter Haven, FL 33880

RECEIVED OCT 12 2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Principal Engineer 8-7-18	125.00	62.50
0.5	Principal Engineer 8-22-18	125.00	62.50
1	Administrative Assistant 8-23-18	55.00	55.00
0.5	Principal Engineer 9-3-18	125.00	62.50
0.5	Principal Engineer 9-13-18	125.00	62.50
0.5	Principal Engineer 7-10-18	125.00	62.50
1	Principal Engineer 7-13-18	125.00	125.00
0.5	Principal Engineer 7-16-18	125.00	62.50
1	Principal Engineer 7-17-18	125.00	125.00
0.5	Principal Engineer 7-18-18	125.00	62.50
<i>RA</i> <i>1702</i>			
Holly Hill Road East CDD Billing 7-2-18 thru 9-26-18 16		Total	\$742.50





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

INVOICE

Customer	Holly Hill Road East Community Development District
Acct #	751
Date	10/11/2018
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	\$ 2,529.00
Payment Amount	
Payment for:	Invoice#8182
100118314	

Thank You

Please detach and return with payment



Customer: Holly Hill Road East Community Development District

Invoice	Effective	Transaction	Description	Amount
8182	10/11/2018	Policy change	Policy #100118314 10/01/2018-10/01/2019 Florida Insurance Alliance Package - Add IM-\$400K Const Materials Due Date: 11/10/2018	2,529.00

RECEIVED OCT 11 2018

				Total
				\$ 2,529.00
<p>FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453</p>				

Thank You

Remit Payment To: Egis Insurance Advisors, LLC
Lockbox 234021 PO Box 84021
Chicago, IL 60689-4002

(321)320-7665

cbltner@egisadvisors.com

Date

10/11/2018



FloridaTM
Insurance
Alliance

Coverage Agreement Endorsement

Endorsement No.: 1
Member: Holly Hill Road East Community Development
District

Effective Date: 10/11/2018
Agreement No.: 100118314

Coverage Period: October 1, 2018 to October 1, 2019

In consideration of an additional premium of \$2,529.00, the coverage agreement is amended as follows:

Inland Marine

Added:

Unit # 1

Description: Construction Materials (Max \$15,000 per item)

Classification: Other Inland Marine

Deductible: \$1,000

Value: \$400,000

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: October 11, 2018

Authorized by: 

THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER

L060G0IMSQ

BILLED ACCOUNT NUMBER

755093

Amount Due: \$253.17

BILLED ACCOUNT NAME AND ADDRESS

JANE GAARLANDT
HOLLY HILL ROAD EAST CDD
12051 CORPORATE BLVD
ORLANDO, FL 32817

Remittance Address

THE LEDGER
PO BOX 913004
ORLANDO, FL 32891

PLEASE RETURN THIS INVOICE ALONG WTH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
10/4/2018	L060G0IMSQ	SPECIAL MEETING NOTICE	1 X 52		\$ 253.17
BILLED ACCOUNT NUMBER: 755093				AMOUNT DUE	\$253.17

PATTI ROUSE 863-802-7370

NEWS CHIEF & THE LEDGER, LEGAL ADVERTISING, PO BOX 408, LAKE LAND, FL 33801

AFFIDAVIT OF PUBLICATION THE LEDGER

Lakeland, Polk County, Florida

STATE OF FLORIDA)
COUNTY OF POLK)

Before the undersigned authority personally appeared David Idleburgh who on oath says that he is an Account Executive for Advertising at The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE

in the matter of SPECIAL MEETING

Concerning HOLLY HILL EAST CDD

was published in said newspaper in the issues of

10-04; 2018

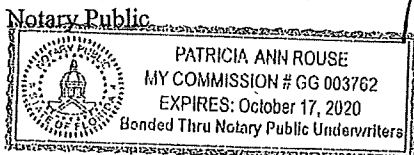
Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed.....

David Idleburgh
Advertising Account Executive
Who is personally known to me.

Sworn to and subscribed before me this 4th day of October, A.D. 2018

Patricia Ann Rouse



Holly Hill Road East Community Development District Notice of Special Meeting

A special meeting of the Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will be held on Wednesday, October 11, 2018 at 9:15 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33890. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

L4201 10-4; 2018

THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER

L060G0IMTL

BILLED ACCOUNT NUMBER

755093

Amount Due: \$337.17

BILLED ACCOUNT NAME AND ADDRESS

JANE GAARLANDT
HOLLY HILL ROAD EAST CDD
12051 CORPORATE BLVD
ORLANDO, FL 32817

Remittance Address

THE LEDGER
PO BOX 913004
ORLANDO, FL 32891

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
10/5/2018	L060G0IMTL	SCHEDULE OF MEETINGS	1 X 70		\$ 337.17
BILLED ACCOUNT NUMBER: 755093				AMOUNT DUE	\$337.17

RECEIVED OCT 11 2018

PATTI ROUSE 863-802-7370

NEWS CHIEF & THE LEDGER, LEGAL ADVERTISING, PO BOX 408, LAKELAND, FL 33801

The Ledger

theledger.com

300 West Lime St., Lakeland FL 33815

Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0IMTL	Pubs:	1,11	Rate:	LA
Phone:	(407)382-3256	Class:	0001	Charges:	\$ 0.00
Account:	755093	Start Date:	10/05/2018	List Price:	\$ 337.17
Name:	JANE GAARLANDT,	Stop Date:	10/05/2018	Payments:	\$ 0.00
Caller:	SONLIA	Insertions:	2	Balance:	\$ 337.17
Taken By:	L060	Columns:	1	Lines:	70
Schedule:	10/5 1x, 10/5 1x, , ,			Taken On:	10/02/2018

**NOTICE OF BOARD OF
SUPERVISORS MEETING DATES
HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT
FISCAL YEAR 2018-2019**

The Board of Supervisors of the Holly Hill Road East Community Development District will hold their regular meetings for Fiscal Year 2018-2019 at the Offices of Cessidy Homes, 346 East Central Ave., Winter Haven, Florida 33880 at 10:00 a.m. unless otherwise indicated as follows:

October 17, 2018
November 21, 2018
December 19, 2018
January 16, 2019
February 20, 2019
March 20, 2019
April 17, 2019
May 15, 2019
June 19, 2019
July 17, 2019
August 21, 2019
September 18, 2019

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 12051 Corporate Blvd., Orlando, Florida 32817 or by calling (407) 382-3256.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

L4209 10-5; 2018

Attention: _____ Fax: _____

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

Holly Hill Road East Community Development District

Date of Meeting: October 11, 2018

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. John Mazuchowski	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:


Manager

10/12/18
Date

RECEIVED OCT 12 2018

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 047

10/19/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Fishkind & Associates			
	Reimbursables: September 2018	23538	\$ 64.78	FY 2018
	DM Fee & Reimbursables: October 2018	23538	\$ 1,791.67	FY 2019
2	Highland Meadows II CDD			
	Amenity Facilities Interlocal Agreement Fee	HMII-001	\$ 921.71	FY 2019
3	Supervisor Fees - 10/17/2018 Meeting			
	Rennie Heath	--	\$ 200.00	FY 2019
	Scott Shapiro	--	\$ 200.00	FY 2019
	Lauren Schwenk	--	\$ 200.00	FY 2019
	John Mazuchowski	--	\$ 200.00	FY 2019
	Andrew Rhinehart	--	\$ 200.00	FY 2019

TOTAL \$ 3,778.16


Board Member

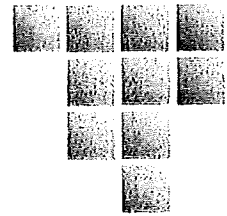
FY 2018	64.78
FY 2019	3,713.38

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED OCT 19 2018

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

FISHKIND
& ASSOCIATES



RECEIVED OCT 16 2018

Holly Hill Road East CDD
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd
Orlando, FL 32817

Invoice

Invoice #: 23538

10/12/2018

File: HollyHillRoadEastCDD

Holly Hill Road East

	Services:	Amount
FY 19	District Management Fee: Oct 2018	1,666.67
1	Website Fee	125.00
18	Copies	60.90
1	Postage	3.88
	<p>FY 18 = \$ 64,78</p> <p>FY 19 = \$ 1,791.67</p>	

Please include the invoice
number on your remittance
and submit to:

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817
Ph: 407-382-3256
Fax: 407-382-3254
www.fishkind.com

Balance Due

\$1,856.45

Copy Count

Account: Holly Hill
Amount of Copies: 406
Total \$: 60.90

Month: September

Account Summary Report

Date Range: Sept 1, 2018 to Sept 30, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
Holly Hill Road East CDD		6	\$3.880
	Grand Total		\$3.880

Highland Meadows II Community Development District

135 W Central Blvd, Suite 320
Orlando, FL 32801
(407) 841-5524

Invoice Date: 10/17/18

Invoice Number: HMII- 001

Bill to: Holly Hill Road East Community Development District
12051 Corporate Blvd
Orlando, FL 32817

Fees for Interlocal Agreement between Highland Meadows II CDD and Holly
Hill Road East CDD regarding usage of Amenity Facilities 10/1/18-9/30-19:

Eurma Moore	527 Citrus Isle Blvd	\$ 132.19
Nereida Gonzalez	523 Citrus Isle Blvd	\$ 132.19
Brett Alexander Ross	535 Citrus Isle Blvd	\$ 132.19
Sabrina Jacobs	104 Citrus Isle St	\$ 132.19
Jackeilyn Wool	116 Citrus Isle St	\$ 132.19
Alida Taylor	204 Citrus Isle Loop	\$ 132.19
Elvis Espinal Gell	208 Citrus Isle Loop (closed on 10/10/18)	\$ 128.57

Total Due: \$ 921.71

Please make check payable to: Highland Meadows II CDD

RECEIVED OCT 18 2018


Holly Hill Road East Community Development District

Date of Meeting: October 17, 2018

Board Members:

	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x (p)</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. John Mazuchowski	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:


Manager

10/19/18
Date

RECEIVED OCT 19 2018

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 048

10/26/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Business Observer Legal Advertising on 10/26/2018	18-01947K	\$ 48.13	FY 2019
2	Duke Energy Acct: 66949 31127 ; Service 09/20/2018 - 09/30/2018	--	\$ 8.91	FY 2018
	Acct: 66949 31127 ; Service 10/01/2018 - 10/19/2018	--	\$ 15.40	FY 2019
3	Florida Department of Economic Opportunity FY 2018/2019 Special District Fee	72951	\$ 175.00	FY 2019

TOTAL \$ 247.44


Board Member

FY 2018	8.91
FY 2019	238.53

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED NOV 08 2018

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 18-01947K

Date 10/26/2018

RECEIVED OCT 26 2018

Attn:
Fishkind & Associates, Inc.
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 18-01947K
Notice of Special Meeting
RE: Holly Hill Road East Community Development District
Published: 10/26/2018

\$48.13

Important Message

Paid

()

Total

\$48.13

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
941-906-9386 x322

INVOICE

Legal Advertising

Holly Hill Road East Community Development District

Notice of Special Meeting

A special meeting of the Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will be held on Wednesday, November 7, 2018 at 11:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

October 26, 2018

18-01947K

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



STATEMENT OF ELECTRIC SERVICE

OCTOBER 2018



ACCOUNT NUMBER

66949 31127

FOR CUSTOMER SERVICE OR
PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817

SERVICE ADDRESS
290 CITRUS ISLE LOOP LIFT
DAVENPORT FL 33837

DUE DATE TOTAL AMOUNT DUE
NOV 13 2018 24.31

NEXT READ DEPOSIT AMOUNT
DATE ON OR ON ACCOUNT
ABOUT
NOV 20 2018 240.00

PIN: 568174431

METER READINGS

METER NO. 000161865
PRESENT (ACTUAL) 000372
PREVIOUS (ACTUAL) 000308
DIFFERENCE 000064
PRESENT ONPEAK 000051
PREVIOUS ONPEAK 000042
DIFFERENCE ONPEAK 000009
TOTAL KWH 64
ON PEAK KWH 9
PRESENT KW (ACTUAL) 0001.80
PRESENT PEAK KW 0001.80
BASE KW 2
ON-PEAK KW 2
LOAD FACTOR 4.6%

PAYMENTS RECEIVED AS OF OCT 17 2018

23.32 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC

BILLING PERIOD..09-20-18 TO 10-19-18 29 DAYS

CUSTOMER CHARGE		11.67
ENERGY CHARGE	64 KWH @ 7.20400¢	4.61
FUEL CHARGE	64 KWH @ 4.13200¢	2.64
ASSET SECURITIZATION CHARGE	64 KWH @ 0.20600¢	0.13

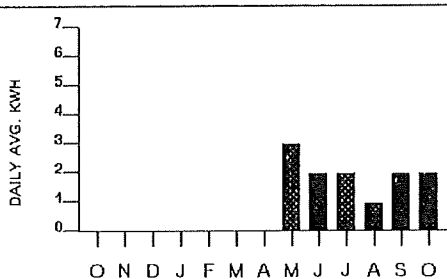
*TOTAL ELECTRIC COST	19.05
GROSS RECEIPTS TAX	.49
MUNICIPAL FRANCHISE FEE	1.25
MUNICIPAL UTILITY TAX	1.86
STATE AND OTHER TAXES ON ELECTRIC	1.66

TOTAL CURRENT BILL

24.31

TOTAL DUE THIS STATEMENT

\$24.31



ENERGY USE

DAILY AVG. USE - 2 KWH/DAY
USE ONE YEAR AGO - 0 KWH/DAY
*DAILY AVG. ELECTRIC COST - \$.66

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Learn how to lower your bill with a free on-site Business Energy Check. This no-cost analysis provides you with specific tips on how to save energy and qualify for valuable rebates for energy-savings measures. You may also qualify for a FREE Commercial Energy Savings Kit. Visit us at duke-energy.com/FLbusiness, or call 1-877-372-8477

RECEIVED OCT 23 2018

BF_BL_DEF_20181019_211708_1.CSV-46439-000003252

DETACH AND RETURN THIS SECTION

ZP03 0001802

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 66949 31127

046439 000003252



HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

DUE DATE

NOV 13 2018

TOTAL DUE

24.31

PLEASE ENTER
AMOUNT PAID

6694931127200000002431500000000000000000000243150100000000009

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2018/2019 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 72951			Date Invoiced: 10/01/2018
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

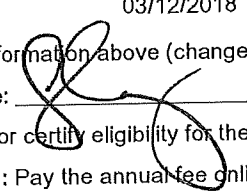
1. Special District's Name, Registered Agent's Name, and Registered Office Address:

Holly Hill Road East Community Development District
Mr. Roy Van Wyk
Hopping Green and Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301



2. Telephone: (850) 222-7500
3. Fax: (850) 224-8551
4. Email: RoyV@hgsllaw.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: hollyhillroadeastcdd.com
8. County(ies): Polk
9. Function(s): Community Development
10. Boundary Map on File: 03/09/2018
11. Creation Document on File: 07/31/2017
12. Date Established: 07/10/2017
13. Creation Method: Local Ordinance
14. Local Governing Authority: City of Davenport
15. Creation Document(s): City Ordinances 814 and 841
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments
19. Most Recent Update: 03/12/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature:  Date: 10/17/18

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. ____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. ____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. ____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2016/2017 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ____ Denied: ____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

RECEIVED OCT 24 2018

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 049

11/2/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Hopping Green & Sams General Counsel Through 09/30/2018	103400	\$ 1,062.33	FY 2018
2	Lerner Reporting Services FY 2019 Annual Disclosure Fee	160	\$ 5,000.00	FY 2019

TOTAL \$ 6,062.33


Board Member

FY 2018	1,062.33
FY 2019	5,000.00

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED NOV 08 2018

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED OCT 29 2018

STATEMENT

October 26, 2018

Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Blvd.
Orlando, FL 32817

Bill Number 103400
Billed through 09/30/2018

General Counsel/Monthly Meeting HHECDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

09/07/18	SRS	Review draft agenda and meeting minutes; confer with Gaarlandt regarding same.	0.30 hrs
09/17/18	SRS	Prepare for board meeting; prepare joint meeting waiver; confer with Gaarlandt regarding same.	0.60 hrs
09/18/18	SRS	Confer with Shapiro regarding board meeting; travel to board meeting.	1.50 hrs
09/19/18	SRS	Coordinate cancellation of board meeting; return travel.	1.50 hrs
Total fees for this matter			\$955.50

DISBURSEMENTS

Travel	72.03
Travel - Meals	12.02
Conference Calls	22.78
Total disbursements for this matter	\$106.83

MATTER SUMMARY

Sandy, Sarah R.	3.90 hrs	245 /hr	\$955.50
-----------------	----------	---------	----------

TOTAL FEES	\$955.50
TOTAL DISBURSEMENTS	\$106.83

TOTAL CHARGES FOR THIS MATTER	<u>\$1,062.33</u>
-------------------------------	-------------------

BILLING SUMMARY

Sandy, Sarah R.	3.90 hrs	245 /hr	\$955.50
-----------------	----------	---------	----------

TOTAL FEES	\$955.50
TOTAL DISBURSEMENTS	\$106.83

=====

TOTAL CHARGES FOR THIS BILL

\$1,062.33

Please include the bill number on your check.

Lerner Reporting Services, Inc.
3014 W Palmira Ave, Suite 301
Tampa, FL 33629

Invoice

Date	Invoice #
10/30/2018	160

Bill To
Holly Hill Road East CDD c/o Jane Gaarlandt Fishkind & Associates 12051 Corporate Blvd Orlando, FL 32817

RECEIVED NOV 02 2018

P.O. No.	Terms	Project

Quantity	Description	Amount
	Holly Hill Road East CDD FY18/19 Annual Disclosure Fee	5,000.00

Please wire to:
USAmeriBank
4790 140th Avenue North
Clearwater, FL 33762
Routing #: 063116177
Lerner Reporting Services, Inc.
3014 W Palmira Ave., Suite 301
Tampa, FL 33629
Account #: 5000074414

Or mail to:
Lerner Real Estate Advisors
3014 W Palmira Ave.
Suite 301
Tampa, FL 33629
813-915-3449

Total \$5,000.00

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 050

11/9/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Business Observer Legal Advertising on 11/09/2018	18-02081K	\$ 48.13	FY 2019
2	Duke Energy Acct: 57840 25499 ; Service 10/04/2018 - 11/02/2018	--	\$ 59.73	FY 2019
3	Reeves Land Services November Slope Mowing	1787	\$ 600.00	FY 2019

TOTAL \$ 707.86


Board Member

FY 2018	-
FY 2019	707.86

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED NOV 09 2018

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 18-02081K

RECEIVED NOV 09 2018

Date 11/09/2018

Attn:
Fishkind & Associates, Inc.
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 18-02081K

\$48.13

Notice of Board of Supervisors' Meeting

RE: Holly Hill Road East Community Development District

Published: 11/9/2018

Important Message

Paid

()

Total

\$48.13

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386 x322

INVOICE

Legal Advertising

Holly Hill Road East Community Development District Notice of Board of Supervisors' Meeting

The Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will hold a meeting on Wednesday, November 21, 2018 at 10:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

November 9, 2018

18-02081K

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



ACCOUNT NUMBER

57840 25499

NOVEMBER 2018

**FOR CUSTOMER SERVICE OR
PAYMENT LOCATIONS CALL:
1-877-372-8477**

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817

SERVICE ADDRESS
569 CITRUS ISLE LOOP, WELL
DAVENPORT FL 33837

DUE DATE
NOV 26 2018

TOTAL AMOUNT DUE
59.73

**NEXT READ
DATE ON OR
ABOUT**

DEPOSIT AMOUNT
ON ACCOUNT

DEC 04 2018

240.00

PIN: 568174431

METER READINGS

METER NO.	00100030
PRESENT (ACTUAL)	006543
PREVIOUS (ACTUAL)	006235
DIFFERENCE	000308
TOTAL KWH	308

PAYMENTS RECEIVED AS OF OCT 29 2018

94.44 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC

BILLING PERIOD..10-04-18 TO 11-02-18 29 DAYS

CUSTOMER CHARGE				11.67
ENERGY CHARGE	308 KWH @	7.20400¢		22.19
FUEL CHARGE	308 KWH @	4.13200¢		12.73
ASSET SECURITIZATION CHARGE	308 KWH @	0.20600¢		0.63

*TOTAL ELECTRIC COST	47.22
GROSS RECEIPTS TAX	1.21
MUNICIPAL FRANCHISE FEE	3.10
MUNICIPAL UTILITY TAX	4.10
STATE AND OTHER TAXES ON ELECTRIC	4.10

TOTAL CURRENT BILL

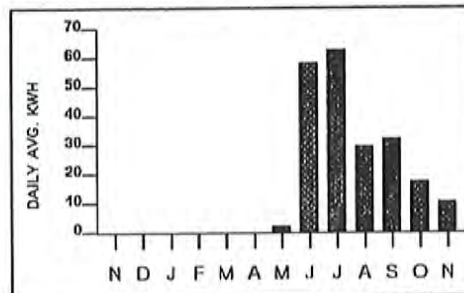
59.73

TOTAL DUE THIS STATEMENT

\$59.73

RECEIVED NOV 08 2018

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 18%, Purchased Power 16%, Gas 66%, Oil 0%, Nuclear 0% (for prior 12 months ending September 30, 2018). Duke Energy will be closed on November 22 and 23, 2018. You may visit duke-energy.com for self-service options. To report an outage, please call our outage line at 800.228.8485.



ENERGY USE

DAILY AVG. USE -	11 KWH/DAY
USE ONE YEAR AGO -	0 KWH/DAY
*DAILY AVG. ELECTRIC COST -	\$1.63

BF BL DEF 20181102 220105_3 CSV-3711-000000786

DETACH AND RETURN THIS SECTION

MM 0001245

BILL # 1 OF 2 GRP 928

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 57840 25499

003711 000000786



HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

DUE DATE

NOV 26 2018

TOTAL DUE

59.73

PLEASE ENTER
AMOUNT PAID

5784025499600000005973300000000000000000000597330100000000009

Reeves Land Services

17335 lake Iola Rd
Dade City, Fl. 33523
Phone 352-206-4643
E-mail Reeveslandservices@gmail.com
Web Site www.reeveslandservices.com
Face Book www.facebook.com/ReevesLandServices

TO: HOLLY HILL ROAD EAST CDD

Dexter Glasgow
12051 Corporate Boulevard
Orlando, Fl. 32817
dexterg@fishkind.com 407-274-5193 Amandal@fishkind.com

INVOICE

INVOICE #1787
DATE:11/8/18

**FOR: SLOPE MOW APOX 1.49 ACRES @410 CITRUS ISLE LOOP
DAVENPORT, FL. 33837**

RECEIVED NOV 08 2018

DESCRIPTION	HOURS	RATE	AMOUNT
Slope Mowing			\$600.00
TOTAL			\$600.00

X_____

MAKE CHECKS PAYABLE TO TONY REEVES

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 051

11/16/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	City of Davenport			
	Acct: 8485 ; Service 10/05/2018 - 11/04/2018	--	\$ 10.73	FY 2019
	Acct: 8487 ; Service 10/05/2018 - 11/04/2018	--	\$ 10.73	FY 2019
2	Duke Energy			
	Acct: 95745 35139 ; Service 10/08/2018 - 11/06/2018	--	\$ 836.09	FY 2019
3	Joe G. Tedder, Tax Collector			
	2018 Tax Bill Postage	--	\$ 65.40	FY 2019
3	Supervisor Fees - 11/07/2018 Meeting			
	Rennie Heath	--	\$ 200.00	FY 2019
	Scott Shapiro	--	\$ 200.00	FY 2019
	Lauren Schwenk	--	\$ 200.00	FY 2019
	John Mazuchowski	--	\$ 200.00	FY 2019
	Andrew Rhinehart	--	\$ 200.00	FY 2019

TOTAL \$ 1,922.95


 Board Member

FY 2018	-
FY 2019	1,922.95

Please Return To:
 Holly Hill Road East CDD
 c/o Fishkind & Associates
 12051 Corporate Boulevard
 Orlando, FL 32817

RECEIVED DEC 03 2018



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

HOLLY HILL ROAD EAST CDD

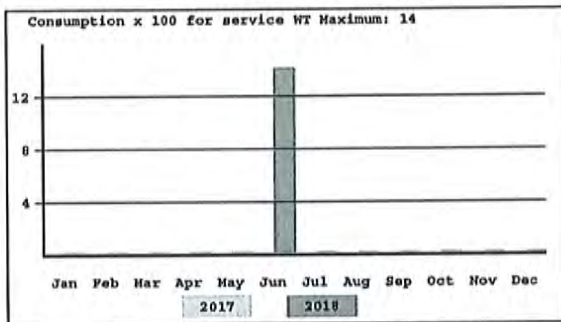
CYCLE A

6JPA

41255

Account #		Service Address		Billing Period		Bill Date	Due Date	TOTAL DUE	
8485		950 Davenport Blvd Lift Station		10/05/18 to 11/04/18		11/09/2018	12/01/2018	\$ 10.73	
Service Code & Description		Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
							LAST PAYMENT	10/22/2018	10.73
WT UTILITY BILL		10/04	14	11/05	14	100.000	0	0	9.75
								* TAXES	0.98

RECEIVED NOV 09 2018



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

CHRISTMAS PARADE DEC 8TH 6PM AND WINTERFEST: 5-9PM AT WILSON PARK

DAVENPORT MARKETPLACE-NEW DATES: NOV 17th, 30th -DEC 7th, 14th, 22nd, 28th

DETACH AND RETURN STUB WITH REMITTANCE

NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JPA	2983	

12051 CORPORATE BLVD
ORLANDO FL 32817

AMOUNT PAID _____

00000084855 0000010736



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

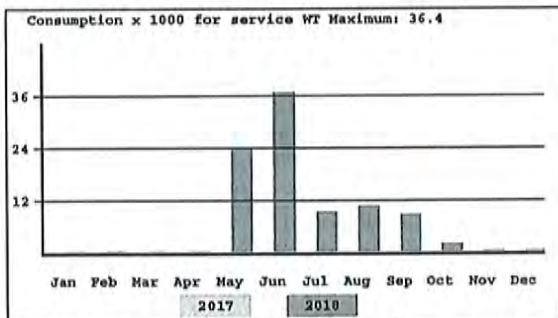
HOLLY HILL ROAD EAST CDD

CYCLE A

6JRA

41010

Account #	Service Address	Billing Period	Bill Date	Due Date	TOTAL DUE			
8487	950 Davenport Blvd	10/05/18 to 11/04/18	11/09/2018	12/01/2018	\$ 10.73			
Service Code & Description	Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
					LAST PAYMENT		10/22/2018	10.73
WT UTILITY ACCOUNT	10/04	894	11/05	894	100.000	0	0	9.75
							* TAXES	0.98



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

CHRISTMAS PARADE DEC 8TH 6PM AND WINTERFEST: 5-9PM AT WILSON PARK
DAVENPORT MARKETPLACE-NEW DATES: NOV 17th, 30th -DEC 7th, 14th, 22nd, 28th

NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8487	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JRA	2985	

|||||
HOLLY HILL ROAD EAST CDD
HOLLY HILL ROAD EAST CDD
12051 CORPORATE BLVD
ORLANDO FL 32817

AMOUNT PAID _____

00000084871 0000010736



STATEMENT OF SERVICE

NOVEMBER 2018



ACCOUNT NUMBER

95745 35139

FOR CUSTOMER SERVICE OR
PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817

SERVICE ADDRESS
000 DAVENPORT BLVD LITE,
CITRUS ISLE

DUE DATE
NOV 28 2018

TOTAL AMOUNT DUE
836.09

NEXT READ
DATE ON OR
ABOUT

DEPOSIT AMOUNT
ON ACCOUNT
NONE

PIN: 568174431

METER READINGS

PAYMENTS RECEIVED AS OF OCT 29 2018

836.09 THANK YOU

LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED
BILLING PERIOD..10-08-18 TO 11-06-18 29 DAYS

CUSTOMER CHARGE		1.20
ENERGY CHARGE	2016 KWH @ 2.71500¢	54.73
FUEL CHARGE	2016 KWH @ 3.94500¢	79.53
ASSET SECURITIZATION CHARGE	2016 KWH @ 0.04100¢	0.83

*TOTAL ELECTRIC COST	136.29
EQUIPMENT RENTAL FOR:	
48 ST CON30/35	
48 HPS UG RDWAY 9500L	

FIXTURE TOTAL	540.96
MAINTENANCE TOTAL	82.56
GROSS RECEIPTS TAX	3.49
MUNICIPAL FRANCHISE FEE	8.96
MUNICIPAL UTILITY TAX	8.33
STATE AND OTHER TAXES ON ELECTRIC	11.84
SALES TAX ON EQUIPMENT RENTAL	43.66

TOTAL CURRENT BILL 836.09

TOTAL DUE THIS STATEMENT \$836.09

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.
Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 18%, Purchased Power 16%, Gas 66%, Oil 0%, Nuclear 0% (for prior 12 months ending September 30, 2018).
Duke Energy will be closed on November 22 and 23, 2018. You may visit duke-energy.com for self-service options. To report an outage, please call our outage line at 800.228.8485.

ENERGY USE

DAILY AVG. USE - 70 KWH/DAY
USE ONE YEAR AGO - 0 KWH/DAY
*DAILY AVG. ELECTRIC COST - \$26.20

RECEIVED NOV 13 2018

BF_BL_DEF_20181106_215141_1.CSV-47195-000002617

DETACH AND RETURN THIS SECTION

ZP03 0001932

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 95745 35139

047195 000002617

HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

DUE DATE

NOV 28 2018

TOTAL DUE

836.09

PLEASE ENTER
AMOUNT PAID

9574535139600000083609800000000000000000000083609801000000000009



Office of JOE G. TEDDER, CFC
Tax Collector for Imperial Polk County & The State of Florida

POSTAGE INVOICE

Make Payable to:

Joe G. Tedder, Tax Collector
P.O. Box 1189
Bartow, FL 33831

Date: November 13, 2018
Taxing Authority: _____
Fund: _____

Item				Amount Due
Mailing of 2018 Tax Bills as per Section 197.322, F.S. - "The postage shall be paid out of the general fund of each governing board, upon statement thereof by the Tax Collector."				
Percent of total is applied to total postage for 2018 Tax Bill mailings.				
2018 Total Tax Roll 692,899,708.08				
<u>Taxing Authority</u>	<u>Total Taxes</u>	<u>% of Total</u>	<u>Total Postage</u>	
Holly Hill Road East CDD	395,492.76	0.05710%	114,531.89	\$65.40
Total				\$65.40

RECEIVED NOV 13 2018

Online Access:
Email: mail@PolkTaxes.com
Website: www.PolkTaxes.com
Facebook: @PolkTaxes

Main Service Center Location:
430 E. Main Street
P.O. Box 1189
Bartow, Florida 33831-1189

Phone Contact:
Local: (863) 534-4700
Facsimile: (863) 534-4717
Toll Free: (855) 765-5829

Holly Hill Road East Community Development District

Date of Meeting: November 7, 2018

Board Members:

	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. John Mazuchowski	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:


Manager

11/15/18
Date

RECEIVED NOV 15 2018

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 052

11/30/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Duke Energy Acct: 66949 31127 ; Service 10/19/2018 - 11/19/2018	--	\$ 33.33	FY 2019
2	Fiskind & Associates DM Fee & Reimbursables: November 2018	23713	\$ 2,049.95	FY 2019
3	Greenberg Traurig Bond Counsel Services for Series 2018 Note	4928618	\$ 1,250.00	FY 2019
4	Joe G. Tedder, Tax Collector 2018 Real Estate Taxes	--	\$ 64.08	FY 2019

TOTAL \$ 3,397.36


Board Member

FY 2018	-
FY 2019	3,397.36

Please Return To:
Holly Hill Road East CDD
c/o Fiskind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED DEC 03 2018



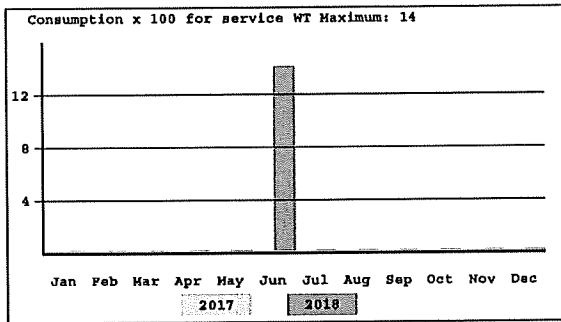
CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

HOLLY HILL ROAD EAST CDD		CYCLE A			6JPA		41255	
Account #	Service Address	Billing Period	Bill Date	Due Date	TOTAL DUE			
8485	950 Davenport Blvd Lift Station	10/05/18 to 11/04/18	11/09/2018	12/01/2018	\$ 10.73			
Service Code & Description	Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
LAST PAYMENT 10/22/2018 10.73								
WT UTILITY BILL	10/04	14	11/05	14	100.000	0	0	9.75 *
							* TAXES	0.98
							CURRENT CHARGES	10.73
							TOTAL AMOUNT DUE	10.73

RECEIVED NOV 09 2018



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

CHRISTMAS PARADE DEC 8TH 6PM AND WINTERFEST: 5-9PM AT WILSON PARK
DAVENPORT MARKETPLACE-NEW DATES: NOV 17th, 30th -DEC 7th, 14th, 22nd, 28th

DETACH AND RETURN STUB WITH REMITTANCE
NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JPA	2983	

|||||
HOLLY HILL ROAD EAST CDD
12051 CORPORATE BLVD
ORLANDO FL 32817

AMOUNT PAID _____

00000084855 0000010736



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

HOLLY HILL ROAD EAST CDD

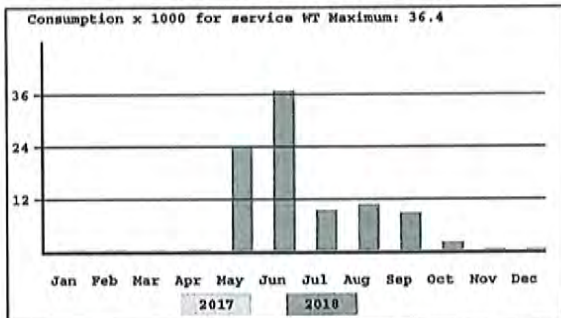
CYCLE A

6JRA

41010

Account #	Service Address		Billing Period		Bill Date	Due Date	TOTAL DUE		
8487	950 Davenport Blvd		10/05/18 to 11/04/18		11/09/2018	12/01/2018	\$ 10.73		
Service Code & Description		Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
							LAST PAYMENT	10/22/2018	10.73
WT UTILITY ACCOUNT		10/04	894	11/05	894	100.000	0	0	9.75
								* TAXES	0.98

RECEIVED NOV 19 2018



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

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CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8487	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JRA	2985	

AMOUNT PAID _____

HOLLY HILL ROAD EAST CDD
HOLLY HILL ROAD EAST CDD
12051 CORPORATE BLVD
ORLANDO FL 32817

00000084871 0000010736



Office of JOE G. TEDDER, CFC
Tax Collector for Imperial Polk County & The State of Florida

POSTAGE INVOICE

Make Payable to:

Joe G. Tedder, Tax Collector
P.O. Box 1189
Bartow, FL 33831

Date: November 13, 2018
Taxing Authority: _____
Fund: _____

Item				Amount Due
Mailing of 2018 Tax Bills as per Section 197.322, F.S. - "The postage shall be paid out of the general fund of each governing board, upon statement thereof by the Tax Collector."				
Percent of total is applied to total postage for 2018 Tax Bill mailings.				
2018 Total Tax Roll 692,899,708.08				
<u>Taxing Authority</u>	<u>Total Taxes</u>	<u>% of Total</u>	<u>Total Postage</u>	
Holly Hill Road East CDD	395,492.76	0.05710%	114,531.89	\$65.40
Total				\$65.40

RECEIVED NOV 13 2018

Online Access:
Email: mail@PolkTaxes.com
Website: www.PolkTaxes.com
Facebook: @PolkTaxes

Main Service Center Location:
430 E. Main Street
P.O. Box 1189
Bartow, Florida 33831-1189

Phone Contact:
Local: (863) 534-4700
Facsimile: (863) 534-4717
Toll Free: (855) 765-5829

Holly Hill Road East Community Development District

Date of Meeting: November 7, 2018

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. John Mazuchowski	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:


Manager

11/15/18
Date

RECEIVED NOV 15 2018

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 053

12/7/2018

Item No.	Vendor	Invoice Number	General Fund
1	Business Observer Legal Advertising on 12/07/2018	18-02204K	\$ 48.13
2	Duke Energy Acct: 57840 25499 ; Service 11/02/2018 - 12/04/2018 Acct: 95745 35139 ; Service 11/06/2018 - 12/06/2018	-- --	\$ 60.99 \$ 840.07
3	Hopping Green & Sams General Counsel Through 10/31/2018	103972	\$ 1,367.02

TOTAL \$ 2,316.21



Board Member

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED DEC 14 2018

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 18-02204K

Date 12/07/2018

RECEIVED DEC 07 2018

Attn:
Fishkind & Associates, Inc.
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 18-02204K

\$48.13

Notice of Board of Supervisors' Meeting

RE: Holly Hill Road East Community Development District

Published: 12/7/2018

Important Message

Paid

()

Total

\$48.13

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386 x322

INVOICE

Legal Advertising

**Holly Hill Road East Community
Development District
Notice of Board of Supervisors'
Meeting**

The Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will hold a meeting on Wednesday, December 19, 2018 at 10:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

December 7, 2018

18-02204K

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

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STATEMENT OF SERVICE

DECEMBER 2018

ACCOUNT NUMBER

95745 35139

FOR CUSTOMER SERVICE OR
PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817

SERVICE ADDRESS
000 DAVENPORT BLVD LITE,
CITRUS ISLE

DUE DATE TOTAL AMOUNT DUE
DEC 28 2018 840.07

NEXT READ DEPOSIT AMOUNT
DATE ON OR ON ACCOUNT
ABOUT NONE

PIN: 568174431

METER READINGS

PAYMENTS RECEIVED AS OF NOV 26 2018

836.09 THANK YOU

LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED

BILLING PERIOD..11-06-18 TO 12-06-18 30 DAYS

CUSTOMER CHARGE		1.20
ENERGY CHARGE	2016 KWH @ 2.86900¢	57.84
FUEL CHARGE	2016 KWH @ 3.94500¢	79.53
ASSET SECURITIZATION CHARGE	2016 KWH @ 0.04100¢	0.83

*TOTAL ELECTRIC COST

139.40

EQUIPMENT RENTAL FOR:

48 ST CON30/35

48 HPS UG RDWAY 9500L

FIXTURE TOTAL

540.96

MAINTENANCE TOTAL

82.56

GROSS RECEIPTS TAX

3.57

MUNICIPAL FRANCHISE FEE

9.16

MUNICIPAL UTILITY TAX

8.67

STATE AND OTHER TAXES ON ELECTRIC

12.09

SALES TAX ON EQUIPMENT RENTAL

43.66

TOTAL CURRENT BILL

840.07

TOTAL DUE THIS STATEMENT

\$840.07

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Duke Energy will be closed on December 24 and 25, 2018 and January 1, 2019. You may visit duke-energy.com for self-service options. To report an outage, please call our outage line at 1-800-228-8485.

ENERGY USE

DAILY AVG. USE - 67 KWH/DAY
USE ONE YEAR AGO - 0 KWH/DAY
*DAILY AVG. ELECTRIC COST - \$25.43

RECEIVED DEC 06 2018

DETACH AND RETURN THIS SECTION

EB72 0031020

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 95745 35139

HOLLY HILL ROAD EAST CDD
ATTN: JOE MCCLAREN
12051 CORPORATE BLVD
ORLANDO FL 32817 - 1450

DUE DATE

DEC 28 2018

TOTAL DUE

840.07

PLEASE ENTER
AMOUNT PAID

957453513960000008400740000000000000000008400740100000000009

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED DEC 03 2018

STATEMENT

November 29, 2018

Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Blvd.
Orlando, FL 32817

Bill Number 103972
Billed through 10/31/2018

General Counsel/Monthly Meeting

HHECDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

10/02/18	SRS	Confer with Gaarlandt and Shapiro regarding special meeting; conduct follow-up regarding same.	0.40 hrs
10/03/18	SRS	Confer with Shapiro and Gaarlandt regarding special meeting.	0.30 hrs
10/09/18	SRS	Prepare for special and regular board meetings.	1.50 hrs
10/12/18	SRS	Attend board meeting.	0.70 hrs
10/17/18	SRS	Prepare for and attend board meetings; conduct follow-up regarding same.	0.80 hrs
10/17/18	AHJ	Review board meeting notes; review and finalize Florida Department of Economic Opportunity fiscal year 2018-2019 special district fee invoice and update form.	0.30 hrs
10/22/18	SRS	Confer with Gaarlandt and Patil regarding district records.	0.20 hrs
10/25/18	SRS	Attend development status conference call.	0.20 hrs
10/30/18	SRS	Review agenda and meeting minutes; prepare documents for board meeting; confer with Gaarlandt regarding same.	1.30 hrs

Total fees for this matter \$1,360.50

DISBURSEMENTS

Travel	3.42
Conference Calls	3.10
Total disbursements for this matter	\$6.52

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.30 hrs	125 /hr	\$37.50
Sandy, Sarah R.	5.40 hrs	245 /hr	\$1,323.00

TOTAL FEES \$1,360.50

=====

\$6.52

TOTAL CHARGES FOR THIS MATTER**\$1,367.02****BILLING SUMMARY**Jaskolski, Amy H. - Paralegal
Sandy, Sarah R.

0.30 hrs

125 /hr

\$37.50

5.40 hrs

245 /hr

\$1,323.00

TOTAL FEES

\$1,360.50

TOTAL DISBURSEMENTS

\$6.52

TOTAL CHARGES FOR THIS BILL**\$1,367.02****Please include the bill number on your check.**

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 054

12/14/2018

Item No.	Vendor	Invoice Number	General Fund
1	City of Davenport Acct: 8485 ; Services 11/05/2018 - 12/04/2018 Acct: 8487 ; Services 11/05/2018 - 12/04/2018	-- --	\$ 10.73 \$ 10.73
2	Creative Association Services December Landscaping Services	5970	\$ 1,166.00
3	Dennis Wood Engineering Engineering Services Through 10/28/2018	2421	\$ 687.50
4	Reeves Land Services Slope Mowing	1803	\$ 600.00

TOTAL \$ 2,474.96



Board Member

Please Return To:
Holly Hill Road East CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED DEC 14 2018



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

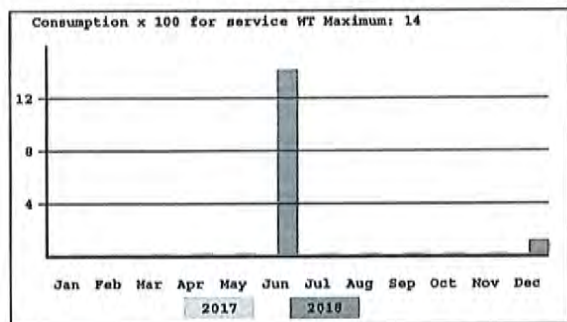
HOLLY HILL ROAD EAST CDD

CYCLE A

6JPA

41255

Account #		Service Address		Billing Period		Bill Date	Due Date	TOTAL DUE	
8485		950 Davenport Blvd Lift Station		11/05/18 to 12/04/18		12/10/2018	01/01/2019	\$ 10.73	
Service Code & Description		Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
							LAST PAYMENT	12/06/2018	10.73
WT UTILITY BILL		11/05	14	12/04	15	100.000	100	0	9.75 *
							* TAXES		0.98
RECEIVED DEC 11 2018									
CURRENT CHARGES									10.73
TOTAL AMOUNT DUE									10.73



HOLIDAY TRASH COLLECTION SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK
TRASH WILL BE PICK UP THURS. DEC 27th AND THURS. JAN 3rd

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT
CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

DAVENPORT MARKETPLACE-NEW DATES: Dec.14th, 22nd, 28th

NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST
DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES
DETACH AND RETURN STUB WITH REMITTANCE



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	12/10/2018	\$ 10.73
Type	Due Date	
CYCLE A	01/01/2019	
PayID	Bill No	
6JPA	2963	

12051 CORPORATE BLVD
ORLANDO FL 32817

AMOUNT PAID _____

00000084850 0000010730



CITY OF DAVENPORT

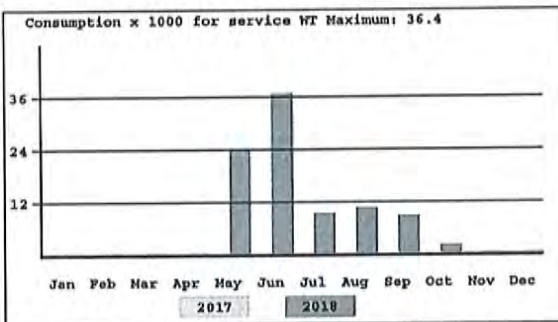
1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

HOLLY HILL ROAD EAST CDD		CYCLE A		6JRA		41010	
Account #	Service Address	Billing Period	Bill Date	Due Date	TOTAL DUE		
8487	950 Davenport Blvd	11/05/18 to 12/04/18	12/10/2018	01/01/2019	\$ 10.73		
Service Code & Description	Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago
LAST PAYMENT 12/06/2018							
WT UTILITY ACCOUNT	11/05	894	12/04	894	100.000	0	0
							10.73
							9.75 *
* TAXES							0.98

RECEIVED DEC 11 2018

CURRENT CHARGES 10.73
TOTAL AMOUNT DUE 10.73



HOLIDAY TRASH COLLECTION SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH WILL BE PICK UP THURS. DEC 27th AND THURS. JAN 3rd

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

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DETACH AND RETURN STUB WITH REMITTANCE



CITY OF DAVENPORT

1 S ALLAPAHA AVE
PO BOX 125
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8487	12/10/2018	\$ 10.73
Type	Due Date	
CYCLE A	01/01/2019	
PayID	Bill No	
6JRA	2965	

HOLLY HILL ROAD EAST CDD

HOLLY HILL ROAD EAST CDD

12051 CORPORATE BLVD

ORLANDO FL 32817

AMOUNT PAID _____

00000084870 0000010730

Creative Association Services, Inc.

346 East Central Avenue
Winter Haven, FL 33880

Invoice

Date	Invoice #
12/1/2018	5970

Bill To

Holly Hill Road East CDD
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

RECEIVED DEC 10 2018

Service Month	Terms	Due Date
Dec 2018	Due on receipt	12/1/2018

Quantity	Description	Rate	Class	Amount
1	Monthly Landscaping Service-Citrus Isle	1,166.00	Landscaping	1,166.00

Thank you for your prompt payment!

Invoice Total \$1,166.00

Applied Payments/Credits \$0.00

Balance Due this Invoice \$1,166.00

Phone # (863) 293-7400 Fax # (863) 508-1067

E-mail info@creativeassociations.com

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, Fl 33801

Invoice

Date	Invoice #
11/3/2018	2421

Bill To
Rennie Heath Holly Hill Road East CDD 346 East Central Avenue Winter Haven, FL 33880

RECEIVED DEC 12 2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
3	Principal Engineer 9-17-18	125.00	375.00
0.5	Principal Engineer 9-28-18	125.00	62.50
1	Principal Engineer 10-1-18	125.00	125.00
1	Principal Engineer 10-17-18	125.00	125.00
<div>RA 1702</div>			
Holly Hill Road East CDD Billing 9-17-18 thru 10-28-18		Total	\$687.50

Reeves Land Services

17335 lake Iola Rd
Dade City, Fl. 33523
Phone 352-206-4643
E-mail Reeveslandservices@gmail.com
Web Site www.reeveslandservices.com
Face Book www.facebook.com/ReevesLandServices

INVOICE

INVOICE #1803
DATE:12/10/18

TO: HOLLY HILL ROAD EAST CDD

Dexter Glasgow
12051 Corporate Boulevard
Orlando, Fl. 32817
dexterg@fishkind.com 407-274-5193 Amandal@fishkind.com

**FOR: SLOPE MOW APOX 1.49 ACRES @410 CITRUS ISLE LOOP
DAVENPORT, FL. 33837**

DESCRIPTION	HOURS	RATE	AMOUNT
Slope Mowing			\$600.00
TOTAL			\$600.00

X _____

MAKE CHECKS PAYABLE TO TONY REEVES

RECEIVED DEC 09 2018

Holly Hill Road East Community Development District

Monthly Financials

Holly Hill Road East CDD
Statement of Financial Position
As of 11/30/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<u>Assets</u>						
<u>Current Assets</u>						
General Checking Account	\$1,067.66					\$1,067.66
Accounts Receivable - Due from Developer	1,698.52					1,698.52
Deposits	720.00					720.00
Debt Service Reserve A1 Bond		\$114,878.12				114,878.12
Debt Service Reserve A2 Bond		141,759.38				141,759.38
Revenue A1 Bond		10,959.99				10,959.99
Interest A2 Bond		65,621.88				65,621.88
Prepayment A1 Bond		3,309.11				3,309.11
Redemption Account A1 Bond		177.67				177.67
Acquisition/Construction A1 Bond			\$42,723.07			42,723.07
Acquisition/Construction A2 Bond			2,123,963.27			2,123,963.27
Cost of Issuance A2 Bond			100.00			100.00
Acquisition/Construction A1 Bond				\$6.44		6.44
Total Current Assets	<u>\$3,486.18</u>	<u>\$336,706.15</u>	<u>\$2,166,786.34</u>	<u>\$6.44</u>	<u>\$0.00</u>	<u>\$2,506,985.11</u>
<u>Investments</u>						
Amount Available in Debt Service Funds					\$227,501.62	\$227,501.62
Amount To Be Provided					3,347,498.38	3,347,498.38
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,575,000.00</u>	<u>\$3,575,000.00</u>
Total Assets	<u><u>\$3,486.18</u></u>	<u><u>\$336,706.15</u></u>	<u><u>\$2,166,786.34</u></u>	<u><u>\$6.44</u></u>	<u><u>\$3,575,000.00</u></u>	<u><u>\$6,081,985.11</u></u>

Holly Hill Road East CDD
Statement of Financial Position
As of 11/30/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<u>Liabilities and Net Assets</u>						
<u>Current Liabilities</u>						
Accounts Payable	\$4,333.28					\$4,333.28
Accounts Payable			\$489,052.29			489,052.29
Retainage Payable			96,649.27			96,649.27
Deferred Revenue			1,698.52			1,698.52
Total Current Liabilities	<u>\$4,333.28</u>	<u>\$0.00</u>	<u>\$587,400.08</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$591,733.36</u>
<u>Long Term Liabilities</u>						
Revenue Bonds Payable - Long-Term					\$3,575,000.00	\$3,575,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,575,000.00</u>	<u>\$3,575,000.00</u>
Total Liabilities	<u>\$4,333.28</u>	<u>\$0.00</u>	<u>\$587,400.08</u>	<u>\$0.00</u>	<u>\$3,575,000.00</u>	<u>\$4,166,733.36</u>
<u>Net Assets</u>						
Net Assets, Unrestricted	\$56,061.43					\$56,061.43
Current Year Net Assets, Unrestricted	(56,908.53)					(56,908.53)
Net Assets, Unrestricted		\$227,501.62				227,501.62
Current Year Net Assets, Unrestricted		109,204.53				109,204.53
Net Assets, Unrestricted			(\$37,377.16)			(37,377.16)
Current Year Net Assets, Unrestricted			1,616,763.42			1,616,763.42
Net Assets, Unrestricted				\$5.99		5.99
Current Year Net Assets, Unrestricted				0.45		0.45
Total Net Assets	<u>(\$847.10)</u>	<u>\$336,706.15</u>	<u>\$1,579,386.26</u>	<u>\$6.44</u>	<u>\$0.00</u>	<u>\$1,915,251.75</u>
Total Liabilities and Net Assets	<u>\$3,486.18</u>	<u>\$336,706.15</u>	<u>\$2,166,786.34</u>	<u>\$6.44</u>	<u>\$3,575,000.00</u>	<u>\$6,081,985.11</u>

Holly Hill Road East CDD
Statement of Activities
As of 11/30/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<u>Revenues</u>						
Inter-Fund Transfers In	(\$27,209.11)					(\$27,209.11)
Debt Proceeds		\$207,381.26				207,381.26
Developer Contributions			\$6,000.00			6,000.00
Inter-Fund Transfers In			27,209.11			27,209.11
Debt Proceeds			2,522,618.74			2,522,618.74
Total Revenues	(\$27,209.11)	\$207,381.26	\$2,555,827.85	\$0.00	\$0.00	\$2,736,000.00
<u>Expenses</u>						
Supervisor Fees	\$3,000.00					\$3,000.00
D&O Insurance	2,250.00					2,250.00
Management	3,333.34					3,333.34
Dissemination Agent	5,000.00					5,000.00
Bond Counsel	1,250.00					1,250.00
Assessment Administration	5,000.00					5,000.00
Telephone	22.22					22.22
Postage & Shipping	89.96					89.96
Copies	211.50					211.50
Legal Advertising	686.60					686.60
Property Taxes	64.08					64.08
Web Site Maintenance	250.00					250.00
Dues, Licenses, and Fees	175.00					175.00
Electric	966.01					966.01
Pool Electric	921.71					921.71
General Insurance	2,750.00					2,750.00
Other Insurance	2,529.00					2,529.00
Landscaping Maintenance & Material	1,200.00					1,200.00
Principal Payments		\$15,000.00				15,000.00
Interest Payments		83,519.38				83,519.38
Trustee Services			\$4,750.00			4,750.00
Management			25,000.00			25,000.00
District Counsel			52,000.00			52,000.00
Trustee Counsel			5,000.00			5,000.00
Bond Counsel			26,000.00			26,000.00
Developer Advance Repayment			168,834.26			168,834.26
Contingency			657,553.45			657,553.45
Total Expenses	\$29,699.42	\$98,519.38	\$939,137.71	\$0.00	\$0.00	\$1,067,356.51

Holly Hill Road East CDD
Statement of Activities
As of 11/30/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>						
Interest Income		\$342.65				\$342.65
Interest Income			\$73.28			73.28
Interest Income				\$0.45		0.45
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$342.65	\$73.28	\$0.45	\$0.00	\$416.38
Change In Net Assets	(\$56,908.53)	\$109,204.53	\$1,616,763.42	\$0.45	\$0.00	\$1,669,059.87
Net Assets At Beginning Of Year	\$56,061.43	\$227,501.62	(\$37,377.16)	\$5.99	\$0.00	\$246,191.88
Net Assets At End Of Year	<u>(\$847.10)</u>	<u>\$336,706.15</u>	<u>\$1,579,386.26</u>	<u>\$6.44</u>	<u>\$0.00</u>	<u>\$1,915,251.75</u>

Holly Hill Road East CDD
Budget to Actual
For the Month Ending 11/30/2018

	Year To Date			FY 2019
	Actual	Budget	Variance	Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ -	\$ 23,052.00	\$ (23,052.00)	\$ 138,312.00
Off-Roll Assessments	-	7,948.00	(7,948.00)	47,688.00
Inter-Governmental Revenue (North Blvd CDD)	-	4,166.67	(4,166.67)	25,000.00
Net Revenues	\$ -	\$ 35,166.67	\$ (35,166.67)	\$ 211,000.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 6,000.00
D&O Insurance	2,250.00	466.67	1,783.33	2,800.00
Trustee Services	-	1,000.00	(1,000.00)	6,000.00
Management	3,333.34	3,333.33	0.01	20,000.00
Engineering	-	2,500.00	(2,500.00)	15,000.00
Dissemination Agent	5,000.00	833.33	4,166.67	5,000.00
District Counsel	-	4,166.67	(4,166.67)	25,000.00
Bond Counsel	1,250.00	-	1,250.00	-
Assessment Administration	5,000.00	-	5,000.00	-
Audit	-	1,000.00	(1,000.00)	6,000.00
Travel and Per Diem	-	83.33	(83.33)	500.00
Telephone	22.22	33.33	(11.11)	200.00
Postage & Shipping	89.96	50.00	39.96	300.00
Copies	211.50	83.33	128.17	500.00
Legal Advertising	686.60	1,333.33	(646.73)	8,000.00
Bank Fees	-	41.67	(41.67)	250.00
Miscellaneous	-	850.01	(850.01)	5,100.00
Property Taxes	64.08	-	64.08	-
Web Site Maintenance	250.00	483.33	(233.33)	2,900.00
Dues, Licenses, and Fees	175.00	41.67	133.33	250.00
Total General & Administrative Expenses	\$ 21,332.70	\$ 17,300.00	\$ 4,032.70	\$ 103,800.00
<u>Field Expenses</u>				
General Insurance	\$ 2,750.00	\$ 516.67	\$ 2,233.33	\$ 3,100.00
Irrigation	-	166.67	(166.67)	1,000.00
Landscaping Maintenance & Material	1,200.00	3,333.33	(2,133.33)	20,000.00
Flower & Plant Replacement	-	916.67	(916.67)	5,500.00
Fertilizer / Pesticides	-	416.67	(416.67)	2,500.00
Contingency	-	2,027.50	(2,027.50)	12,165.00
Streetlights	-	1,632.00	(1,632.00)	9,792.00
Total Field Expenses	\$ 3,950.00	\$ 9,009.51	\$ (5,059.51)	\$ 54,057.00

Holly Hill Road East CDD
Budget to Actual
For the Month Ending 11/30/2018

	Year To Date			FY 2019
	Actual	Budget	Variance	Adopted Budget
<u>Cabana & Pool Expenses</u>				
Security	\$ -	\$ 1,166.67	\$ (1,166.67)	\$ 7,000.00
Maintenance Staff	-	1,458.33	(1,458.33)	8,750.00
Electric	966.01	1,847.17	(881.16)	11,083.00
Clubhouse Electric	-	194.50	(194.50)	1,167.00
Pool Electric	921.71	2,231.33	(1,309.62)	13,388.00
Cable Television	-	87.50	(87.50)	525.00
Property & Casualty	-	583.33	(583.33)	3,500.00
Other Insurance	2,529.00	-	2,529.00	-
Equipment Repair & Maintenance	-	340.33	(340.33)	2,042.00
Pest Control	-	97.17	(97.17)	583.00
Signage & Amenities Repair	-	73.00	(73.00)	438.00
Swimming Pools	-	777.83	(777.83)	4,667.00
Total Cabana & Pool Expenses	\$ 4,416.72	\$ 8,857.16	\$ (4,440.44)	\$ 53,143.00
 Total Expenses	 \$ 29,699.42	 \$ 35,166.67	 \$ (5,467.25)	 \$ 211,000.00
 Net Income (Loss)	 \$ (29,699.42)	 \$ -	 \$ (29,699.42)	 \$ -