

Holly Hill Road East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

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, July 22, 2020 at 10:00 a.m. via conference call due to the Executive Order 20-150 extending COVID-19 Executive Order 20-69**. Attached to this Agenda is a copy of the Executive Order 20-150. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900. The attendance of three Board Members is required to constitute a quorum.

To attend the meeting, please use the below conference call information:

Call-in Number: **1-844-621-3956**

Access Code: **790 393 986 #**

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 June 17 and July 8, 2020 Board of Supervisors' Meetings**
- 2. **Consideration of Resolution 2020-17, Designating Dates, Times and Locations for Regular Meetings for FY 2021** *(provided under separate cover)*

Business Matters

3. **Public Hearing on the Adoption of the District's Fiscal Year 2020-2021 Budget**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-18, Adopting a Fiscal Year 2020-2021 Budget and Appropriating Funds** *(provided under separate cover)*
4. **Public Hearing on the Imposition of Special Assessments to Fund the District's Fiscal Year 2020-2021 Budget**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-19, Adopting an Assessment Roll for Fiscal Year 2020-2021 and Certifying Special Assessments for Collection** *(provided under separate cover)*
5. **Consideration of Resolution 2020-20, Ratifying the Sale of the Series 2020 Bonds, Phase 3 Project** *(provided under separate cover)*
6. **Consideration of Amended and Restated Disclosure of Public Financing** *(provided under separate cover)*
7. **Consideration of Wall Easements with Lennar Homes, LLC and the District**
 - **Lot 272 Citrus Point**
 - **Lot 282 Citrus Point**
8. **Consideration of Financing Matters Relative to Phase 4 Project, Series 2020 Bonds**
 - A. **Other Matters** *(provided under separate cover)*



9. **Consideration of Navitas Lease Agreement for Playground Shade Structure**
10. **Ratification of Temporary Amendment to the Agreement between the District and Fuqua Janitorial Services for Janitorial Maintenance Services** *(provided under separate cover)*
11. **Review of Fiscal Year 2019 Audited Financial Report** *(provided under separate cover)*
12. **Ratification of Payment Authorization Nos. 124 - 131**
13. **Review of Monthly Financials** *(provided under separate cover)*

Other Business

Staff Reports

District Counsel
Interim Engineer
District Manager

Supervisor Requests and Audience Comments

Adjournment



STATE OF FLORIDA
OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 20-150
(Emergency Management – COVID-19 – Local Government Public Meetings)

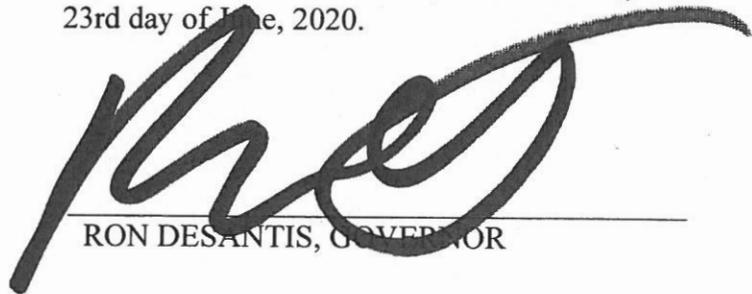
WHEREAS, Executive Order 20-69, as extended by Executive Order 20-112, Executive Order 20-123 and Executive Order 20-139, expires on June 30, 2020, unless extended.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-121, 20-123 and 20-139, until 12:01 a.m. on August 1, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 23rd day of June, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2020 JUN 23 PM 5:54
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Holly Hill Road East Community Development District

Minutes

MINUTES OF MEETING

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

Wednesday, July 8, 2020 at 10:02 a.m.

via conference call due to the Executive Order 20-150 extending COVID-19 Executive Order 20-69.

Board Members present at roll call:

Rennie Heath	Chair	(via phone)
Scott Shapiro	Vice Chair	(via phone)
Lauren Schwenk	Assistant Secretary	(via phone)
Patrick Marone	Assistant Secretary	(via phone)

Also Present:

Roy Van Wyk	Hopping Green & Sams	(via phone)
Jane Gaarlandt	PFM Group Consulting, LLC	(via phone)
Christina Hanna	PFM Group Consulting, LLC	(via phone)
Victoria Martinez	PFM Group Consulting, LLC	(via phone)
Dexter Glasgow	PFM Group Consulting, LLC	(via phone)
Kevin Plenzler	PFM Financial Advisors, LLC	(via phone)
Jill Burns	GMS	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 10:02 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 Agreement between the District and Governmental Management Services – Central Florida, LLC. for District Management Services

Mr. Van Wyk noted the Chair requested District staff bring forth a consideration of a change in District Management Services. In response Mr. Van Wyk contacts GMS who provided a form of a

contract which he has reviewed and has no issues with the contract. Its up to the Board to discuss if they want to change District Managers. The Board needs to decide on the Management Contract as well as the Financial Services Contract. Mr. Plenzler does the financial aspect. Holly Hill has two contracts with PFM.

Ms. Schwenk thinks it is the right move to change District Managers. Mr. Van Wyk explained Mr. Plenzler does all the Methodologies for the District and gotten the District through Phase 3. Mr. Van Wyk asked if the Bard wanted to continue Financial Services with Mr. Plenzler through Phase 4 or make a complete change but GMS can do all the work as well.

Mr. Plenzler stated there is one element with respect to the Phase 3 & Phase 4 financing. He prepared the band documents associates with the Scott's Financing component and apportion of that is still associate with Phase 4 financing and there are some overarching layers of some existing documents that layer into Phase 4. He asked the Board to keep him on until the Phase 4 financing is complete.

A discussion took place to keep Mr. Plenzler on through the completion of the Phase 4 financing.

ON MOTION by Mr. Heath, seconded by Ms. Schewenk, with all in favor, the Board approved the termination of the contract with PFM Group for District Management Services and retain PFM Financial Advisors for Financial Services and approved the Agreement between the District and Governmental Management Services - Central Florida, LLC for District Management Services.

Ms. Burns thanked the Board for the opportunity and she looks forward to working with them. Mr. Heath asked of GMS was aware of the Interlocal Agreement with Holly Hill Road East CDD and the North Boulevard CDD. Ms. Burns confirmed she was aware.

Mr. Van Wyk stated the District has a budget hearing coming up on July 22, 2020 and Ms. Gaarlandt will be Managing the District through the end of the budgetary period.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-15,
Providing for the Removal and
Appointment of District Officers**

A discussion took place about whether to table this to July 22, 2020 or consider it today. Ms. Burn explained resolution 2020-15 would name herself as the Secretary of the District, Mr. George Flint as Assistant Secretary, Ms. Ariel Lovera as Treasurer, and Katie as Assistant Treasurer. This will allow GMS to open the bank accounts and once those are set up, process payments for the District, and sign District documents.

ON MOTION by Mr. Heath, seconded by Mr. Shapiro, with all in favor, the Board approved Resolution 2020-15, Providing for the Removal and Appointment of District Officers.

FIFTH ORDER OF BUSINESS

Consideration of the Resolution 2020-18, Establishing a Checking Account

Ms. Burns explained this resolution would establish a checking account at SunTrust who GMS uses for banking for their Districts.

ON MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2020-18, Establishing a Checking Account.

SIXTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Nor Report

District Manager – Ms. Gaarlandt noted there is a repair that must be made to the pool. There was a part that caused the pool pump to be shut down. Mr. Glasgow stated the pool pump at Holly Hill took an indirect hit from lightning last week. The pool vendor found the short and contacted an electrician who will be replacing it to get it up and running. The part and labor cost \$1,289.00 and they are trying to expedite the part in State to have the pool up and running by the weekend. It is a serious short which will not allow the pool to run and the pool vendor is using chemicals manually to keep the balance in the pool from going off but no one is currently allowed to swim because there is no circulation at this time. Ms. Gaarlandt requested Board approval of the \$1,289.00 cost to repair the pool.

ON MOTION Mr. Heath, seconded by Mr. Shapiro, with all in favor, the Board approved \$1,289.00 for part an labor cost to repair the pool

Ms. Gaarlandt reminded the Board that there is a regular meeting scheduled for July 22, 2020 and that will be the budget adoption hearing.

SEVENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or public comments.

EIGHTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board adjourned the July 8, 2020 Board of Supervisor's Meeting for the Holly Hill Road East Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Holly Hill Road East
Community Development District**

Resolution 2020-17

(provided under separate cover)

**Holly Hill Road East
Community Development District**

**District's Fiscal Year 2020-2021
Budget**

**Holly Hill Road East
Community Development District**

Resolution 2020-18

(provided under separate cover)

**Holly Hill Road East
Community Development District**

**Special Assessments to Fund the District's
Fiscal Year 2020-2021 Budget**

**Holly Hill Road East
Community Development District**

Resolution 2020-19

(provided under separate)

**Holly Hill Road East
Community Development District**

Resolution 2020-20

(provided under separate cover)

**Holly Hill Road East
Community Development District**

Public Financing

(provided under separate cover)

**Holly Hill Road East
Community Development District**

**Wall Easements with Lennar Homes, LLC
and the District**

This document prepared by and should be returned to:

Russell W. Divine, Esquire
Divine & Estes, P.A.
Post Office Box 3629
Orlando, FL 32802-3629

DECLARATION OF WALL EASEMENT

THIS DECLARATION OF WALL EASEMENT ("Declaration") is made as of the Effective Date (hereinafter defined) by **LENNAR HOMES, LLC**, a Florida limited liability company, whose mailing address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 (the "**Declarant**"), and **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida (the "**District**"), whose mailing address is 12051 Corporate Blvd., Orlando, Florida 32817, in order to declare that the properties hereinafter described in this Declaration are and shall be held, transferred, sold, conveyed and occupied, subject to the easements, charges, duties, rights, obligations and other terms and provisions hereinafter set forth.

RECITALS:

Declarant has recorded the plat of CITRUS POINTE, at Plat Book 171, Pages 34-36, public records of Polk County, Florida (the "**Subdivision**") and is the fee simple owner and developer of a certain lot within the Subdivision as more particularly described as follows (the "**Lot**"):

Lot 272, CITRUS POINTE, per plat thereof recorded at Plat Book 171,
Pages 34-36, public records of Polk County, Florida

In connection with the development of the subdivision and the Lot, Declarant desires to establish a non-exclusive easement over, under and across the Lot for the benefit of the Declarant, the District and their respective successors in title, and their successors and assigns, all as more particularly described herein.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Declaration.

2. **Wall Easement.**

a. **Establishment of Wall Easement.** Declarant does hereby reserve, grant, bargain, convey, establish and confirm for the benefit of the Declarant, the District, their successors and assigns and their respective successors in title, a perpetual, non-exclusive wall easement (the "**Wall Easement**") over and upon those portions of the Lot more particularly described and labeled in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Wall Easement Area**") for the purpose of constructing, installing, operating and maintaining a retaining wall over, across and within the Wall Easement Area, together with the rights, easements, privileges and appurtenances in or to said Wall Easement Area which may be required for the full enjoyment of the rights herein granted. The right to use the Wall Easement may be extended by the Declarant to its Affiliates.

b. Construction of Wall. Declarant, at Declarant's sole cost and expense, shall design, permit and construct a retaining wall within the Wall Easement Area for purpose of addressing the elevation changes on the Lot.

3. Maintenance of Retaining Wall. After Declarant completes the retaining wall, the District shall perform, and shall bear the cost and expense of, the maintenance, repair and replacement of same. In the event the District performs any maintenance, repair, or replacement work with respect to the retaining wall, it shall perform such work in a manner to avoid or minimize both (i) inconvenience to the owner of the Lot, and (ii) damage to any improvements located on the Lot. After completion of any such work, the District shall be obligated to return the Lot to its condition immediately prior to such work. In the event that the District fails for any reason to perform such obligations after reasonable notice of same from the owner of the Lot, such owner may, at its option, perform such obligations and be reimbursed by the District for the cost thereof. The District shall promptly pay for all work done in the Wall Easement Area with respect to the maintenance, repair and/or replacement of the retaining wall and shall not permit any liens or other encumbrances to be filed against the Lot. In the event any such liens are filed against the Lot, the District shall, within ten (10) days' notice from the owner of the Lot, "bond off" such lien(s) by cash deposit or surety bond, as provided in Florida Statutes.

4. Easement for Construction, Maintenance, Repair and Reconstruction. Declarant does hereby reserve, grant, bargain, convey, establish and confirm for the benefit of itself and the District a perpetual, non-exclusive easement over such portions of the Lot as may be reasonably necessary from time to time in order to access all portions of the Wall Easement for the purposes of (1) construction, maintenance, repair and reconstruction of any improvements in such easement (including, without limitation, the retaining wall), and (2) compliance with all laws, regulations and ordinances applicable to the improvements located within the Wall Easement.

5. Cumulative Remedies. In the event of a breach of any of the covenants, obligations, promises, requirements, or conditions set forth herein, the owner of the Lot shall be entitled to pursuant and enforce all remedies or rights specified in this Declaration or that may otherwise be available to them at law or in equity, including, without limitation, specific performance, resulting from said breach. The failure to enforce any of the terms of or provisions of this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. All of the remedies permitted or available to a party under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6. Covenants Running with the Land. The easements granted and imposed by this agreement, as well as all the obligations set forth herein shall become effective on Effective Date. All rights, privileges, benefits and burdens created herein are covenants and agreements shall be perpetual, running with the title to the Lot as an appurtenance thereto and shall be binding upon and inuring to the benefit of the owner of the Lot or any portion thereof, and their respective successors in title. Nothing contained herein shall create any rights with respect to the Lot in the general public or any person or entity other than the Declarant, the District and the owners of the Lot or their respective successors and assigns.

7. Non-Merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principal or theory including, without limitation, the principal generally known as merger, the ownership by the same party at the same time of the "Lot" and the easement rights granted herein shall not result in or cause the termination of this Declaration, and likewise, ownership by the same party at the same time of both the benefitted and burdened lands associated with the easement shall not result in or cause the termination of any of such Easements.

8. Reaffirmation of Easements. Until this Declaration is duly terminated, any entity or person acquiring title or any other interest in the Lot shall be deemed conclusively and automatically to reconvey,

ratify, confirm and reaffirm each and every grant of easement, obligation, term and provision set forth herein affecting the Lot as a prerequisite to acquiring said title or other interest. Said reconveyance, ratification confirmation and reaffirmation shall occur automatically by virtue of acquisition of title or any other interest, in or to any of said premises and need not be set forth expressly or separately in any other instrument.

9. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. The provisions of this Declaration shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever, under the terms and provisions of this Declaration, the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Declaration and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida, with venue for any proceeding in Polk County, Florida. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

10. **Enforcement and Attorneys' Fees.** The rights and obligations granted or created hereby shall be enforceable by any of the parties hereto, or their respective successors or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. If any legal action or other proceeding or action is brought at the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision in this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings) incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorney's fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party. This grant shall not create, nor shall it in any way be construed to create, any reversion or right of reverter whatsoever, and the sole remedy for any violation of any easement, as set forth herein, shall be the remedy set forth in this section.

11. **Permits.** Prior to Declarant, District or any owners of the Lot exercising their rights granted hereunder, said party shall obtain and maintain all necessary or required permits, approvals and licenses for the improvements required hereunder.

12. **Modification.** Any amendment to this Declaration shall not be binding unless such amendment is in writing and executed by the District and all owners of the Lot at the time of execution, as well as the Declarant if the Declarant has not yet constructed the retaining wall. Any modification, supplement or termination instrument shall take effect upon recordation of the same in the Public Records of Polk County, Florida.

13. **Governing Law.** This agreement shall be governed by the laws of Florida.

14. **Effective Date.** The effective date of this Declaration shall be the date upon which the Declarant executes this Declaration ("**Effective Date**").

[signatures on following pages]

LENNAR HOMES, LLC
a Florida limited liability company

Witness Signature: _____

Print Witness Name: _____

Witness Signature: _____

Print Witness Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____ as _____ of **Lennar Homes, LLC**, a Florida limited liability company, who is personally known to me or produced a Florida Driver's License as identification.

NOTARY PUBLIC

Print Name:

My Commission Expires:

My Commission #:

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida

Witness Signature: _____

Print Witness Name: _____

Witness Signature: _____

Print Witness Name: _____

By: _____

Name: _____

Title: Chairperson/Vice Chairperson

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of July, 2020, by _____, as Chairperson/Vice Chairperson of **Holly Hill Road East Community Development District**, a community development district organized under the laws of the State of Florida, who is personally known to me or produced a Florida Driver's License as identification.

NOTARY PUBLIC

Print Name:

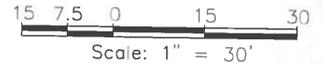
My Commission Expires:

My Commission #:

EXHIBIT "A"
WALL EASEMENT

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	39.27'	25.00'	90° 00' 00"	35.36'	N44° 34' 37"W

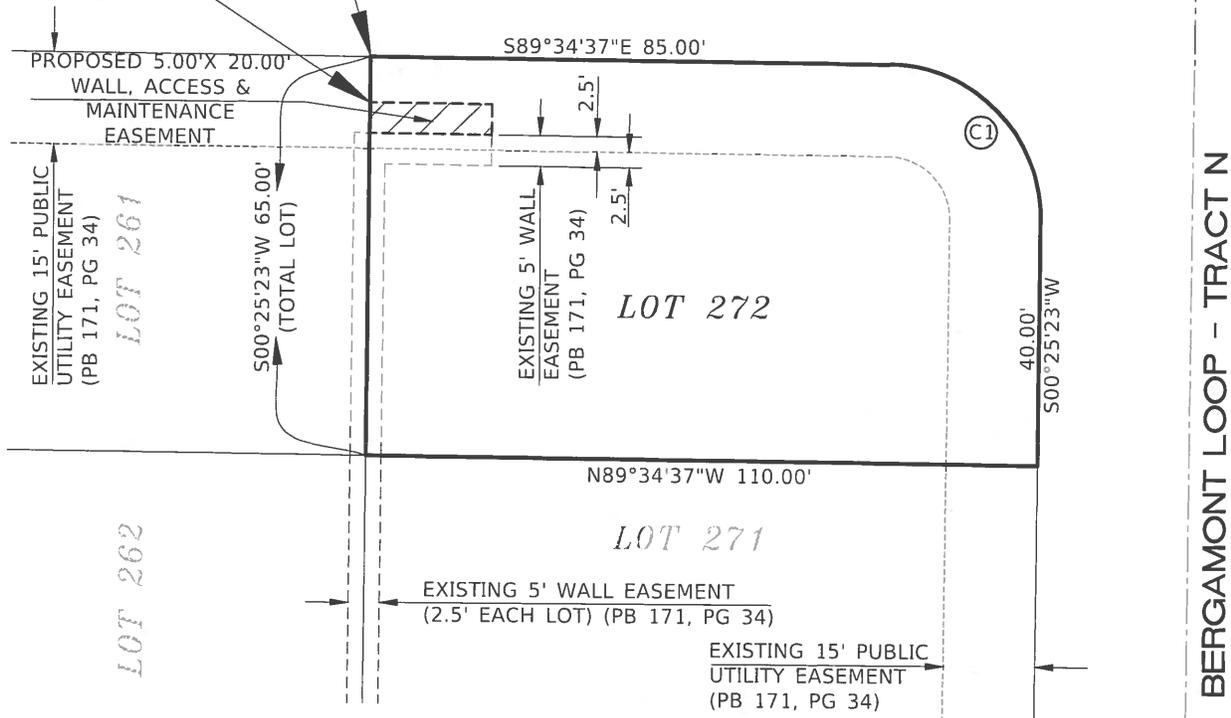


POINT OF COMMENCEMENT

NORTHWEST CORNER LOT 272

BERGAMONT LOOP - TRACT N

POINT OF BEGINNING



LEGAL DESCRIPTION

AN EASEMENT (5' X 20') FOR WALL, ACCESS AND MAINTENANCE PURPOSES, OVER AND ACROSS A PART OF LOT 272 OF "CITRUS POINTE", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGES 34-36 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 272, AND RUN THENCE ALONG THE WEST LINE THEREOF S-00°25'23"-W, 7.50 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WEST LINE, S-89°34'37"-E, 20.00 FEET; THENCE S-00°25'23"-W, 5.00 FEET; THENCE N-89°34'37"-W, 20.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 272; THENCE ALONG SAID WEST LINE, N-00°25'23"-E, 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 100 SQUARE FEET, MORE OR LESS.



1925 BARTOW ROAD LAKELAND, FL 33801
 OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018
 EMAIL: INFO@WOODCIVIL.COM
 CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A
LEGAL DESCRIPTION AND
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 (NOT A SURVEY)

EXHIBIT A CONSISTS OF ONE (1) PAGE,
 AND IS NOT COMPLETE WITHOUT ALL PAGES

This document prepared by and
should be returned to:

Russell W. Divine, Esquire
Divine & Estes, P.A.
Post Office Box 3629
Orlando, FL 32802-3629

DECLARATION OF WALL EASEMENT

THIS DECLARATION OF WALL EASEMENT ("Declaration") is made as of the Effective Date (hereinafter defined) by **LENNAR HOMES, LLC**, a Florida limited liability company, whose mailing address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 (the "**Declarant**"), and **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida (the "**District**"), whose mailing address is 12051 Corporate Blvd., Orlando, Florida 32817, in order to declare that the properties hereinafter described in this Declaration are and shall be held, transferred, sold, conveyed and occupied, subject to the easements, charges, duties, rights, obligations and other terms and provisions hereinafter set forth.

RECITALS:

Declarant has recorded the plat of CITRUS POINTE, at Plat Book 171, Pages 34-36, public records of Polk County, Florida (the "**Subdivision**") and is the fee simple owner and developer of a certain lot within the Subdivision as more particularly described as follows (the "**Lot**"):

Lot 282, CITRUS POINTE, per plat thereof recorded at Plat Book 171,
Pages 34-36, public records of Polk County, Florida

In connection with the development of the subdivision and the Lot, Declarant desires to establish a non-exclusive easement over, under and across the Lot for the benefit of the Declarant, the District and their respective successors in title, and their successors and assigns, all as more particularly described herein.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Declaration.

2. **Wall Easement.**

a. **Establishment of Wall Easement.** Declarant does hereby reserve, grant, bargain, convey, establish and confirm for the benefit of the Declarant, the District, their successors and assigns and their respective successors in title, a perpetual, non-exclusive wall easement (the "**Wall Easement**") over and upon those portions of the Lot more particularly described and labeled in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Wall Easement Area**") for the purpose of constructing, installing, operating and maintaining a retaining wall over, across and within the Wall Easement Area, together with the rights, easements, privileges and appurtenances in or to said Wall Easement Area which may be required for the full enjoyment of the rights herein granted. The right to use the Wall Easement may be extended by the Declarant to its Affiliates.

b. Construction of Wall. Declarant, at Declarant's sole cost and expense, shall design, permit and construct a retaining wall within the Wall Easement Area for purpose of addressing the elevation changes on the Lot.

3. Maintenance of Retaining Wall. After Declarant completes the retaining wall, the District shall perform, and shall bear the cost and expense of, the maintenance, repair and replacement of same. In the event the District performs any maintenance, repair, or replacement work with respect to the retaining wall, it shall perform such work in a manner to avoid or minimize both (i) inconvenience to the owner of the Lot, and (ii) damage to any improvements located on the Lot. After completion of any such work, the District shall be obligated to return the Lot to its condition immediately prior to such work. In the event that the District fails for any reason to perform such obligations after reasonable notice of same from the owner of the Lot, such owner may, at its option, perform such obligations and be reimbursed by the District for the cost thereof. The District shall promptly pay for all work done in the Wall Easement Area with respect to the maintenance, repair and/or replacement of the retaining wall and shall not permit any liens or other encumbrances to be filed against the Lot. In the event any such liens are filed against the Lot, the District shall, within ten (10) days' notice from the owner of the Lot, "bond off" such lien(s) by cash deposit or surety bond, as provided in Florida Statutes.

4. Easement for Construction, Maintenance, Repair and Reconstruction. Declarant does hereby reserve, grant, bargain, convey, establish and confirm for the benefit of itself and the District a perpetual, non-exclusive easement over such portions of the Lot as may be reasonably necessary from time to time in order to access all portions of the Wall Easement for the purposes of (1) construction, maintenance, repair and reconstruction of any improvements in such easement (including, without limitation, the retaining wall), and (2) compliance with all laws, regulations and ordinances applicable to the improvements located within the Wall Easement.

5. Cumulative Remedies. In the event of a breach of any of the covenants, obligations, promises, requirements, or conditions set forth herein, the owner of the Lot shall be entitled to pursue and enforce all remedies or rights specified in this Declaration or that may otherwise be available to them at law or in equity, including, without limitation, specific performance, resulting from said breach. The failure to enforce any of the terms of or provisions of this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. All of the remedies permitted or available to a party under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6. Covenants Running with the Land. The easements granted and imposed by this agreement, as well as all the obligations set forth herein shall become effective on Effective Date. All rights, privileges, benefits and burdens created herein are covenants and agreements shall be perpetual, running with the title to the Lot as an appurtenance thereto and shall be binding upon and inuring to the benefit of the owner of the Lot or any portion thereof, and their respective successors in title. Nothing contained herein shall create any rights with respect to the Lot in the general public or any person or entity other than the Declarant, the District and the owners of the Lot or their respective successors and assigns.

7. Non-Merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principal or theory including, without limitation, the principal generally known as merger, the ownership by the same party at the same time of the "Lot" and the easement rights granted herein shall not result in or cause the termination of this Declaration, and likewise, ownership by the same party at the same time of both the benefitted and burdened lands associated with the easement shall not result in or cause the termination of any of such Easements.

8. Reaffirmation of Easements. Until this Declaration is duly terminated, any entity or person acquiring title or any other interest in the Lot shall be deemed conclusively and automatically to reconvey,

ratify, confirm and reaffirm each and every grant of easement, obligation, term and provision set forth herein affecting the Lot as a prerequisite to acquiring said title or other interest. Said reconveyance, ratification confirmation and reaffirmation shall occur automatically by virtue of acquisition of title or any other interest, in or to any of said premises and need not be set forth expressly or separately in any other instrument.

9. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. The provisions of this Declaration shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever, under the terms and provisions of this Declaration, the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Declaration and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida, with venue for any proceeding in Polk County, Florida. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

10. **Enforcement and Attorneys' Fees.** The rights and obligations granted or created hereby shall be enforceable by any of the parties hereto, or their respective successors or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. If any legal action or other proceeding or action is brought at the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision in this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings) incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorney's fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party. This grant shall not create, nor shall it in any way be construed to create, any reversion or right of reverter whatsoever, and the sole remedy for any violation of any easement, as set forth herein, shall be the remedy set forth in this section.

11. **Permits.** Prior to Declarant, District or any owners of the Lot exercising their rights granted hereunder, said party shall obtain and maintain all necessary or required permits, approvals and licenses for the improvements required hereunder.

12. **Modification.** Any amendment to this Declaration shall not be binding unless such amendment is in writing and executed by the District and all owners of the Lot at the time of execution, as well as the Declarant if the Declarant has not yet constructed the retaining wall. Any modification, supplement or termination instrument shall take effect upon recordation of the same in the Public Records of Polk County, Florida.

13. **Governing Law.** This agreement shall be governed by the laws of Florida.

14. **Effective Date.** The effective date of this Declaration shall be the date upon which the Declarant executes this Declaration ("**Effective Date**").

[signatures on following pages]

LENNAR HOMES, LLC
a Florida limited liability company

Witness Signature: _____

Print Witness Name: _____

Witness Signature: _____

Print Witness Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

*The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____ as _____ of **Lennar Homes, LLC**, a Florida limited liability company, who is personally known to me or produced a Florida Driver's License as identification.*

NOTARY PUBLIC

Print Name:

My Commission Expires:

My Commission #:

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida

Witness Signature: _____

Print Witness Name: _____

Witness Signature: _____

Print Witness Name: _____

By: _____

Name: _____

Title: Chairperson/Vice Chairperson

**STATE OF FLORIDA
COUNTY OF ORANGE**

*The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of July, 2020, by _____, as Chairperson/Vice Chairperson of **Holly Hill Road East Community Development District**, a community development district organized under the laws of the State of Florida, who is personally known to me or produced a Florida Driver's License as identification.*

NOTARY PUBLIC

Print Name:
My Commission Expires:
My Commission #:

EXHIBIT "A"
WALL EASEMENT

**Holly Hill Road East
Community Development District**

**Financing Matters Relative to Phase 4
Project, Series 2020 Bonds**

**Holly Hill Road East
Community Development District**

Other Matters

(provided under separate cover)

**Holly Hill Road East
Community Development District**

**Navitas Lease Agreement for Playground
Shade Structure**

EQUIPMENT FINANCE AGREEMENT



BORROWER: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
(hereinafter referred to as "you" or "your")
Address: 12051 CORPORATE BLVD
City: ORLANDO **State:** FL **Zip:** 32817 **Phone :**
DBA: LEGACY CONSTRUCTION SERVICES GROUP
Federal Tax ID# 36-4873766
SECURED PARTY/ LENDER: NAVITAS CREDIT CORP.
(hereafter referred to as "We", "Us", or "Our")
VENDOR: INC
AGREEMENT # 40717645
(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this Agreement)

Equipment Description / Quantity / Serial # / VIN# <i>(1) SD303010IG-105-30X30 Square Shade</i>	Term in Months: 48	First Payment: \$0.00
	Monthly Payments: 48 @ \$671.63	Last Payment: \$0.00
Equipment Location <i>(if different than above address)</i> 0 HOLLY HILL ROAD DAVENPORT FL 33837	Amount Financed:\$24,584.00	Security Deposit: \$0.00
		Other: \$0.00
		INITIAL AMOUNT DUE: \$ 0.00

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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: _____ **Date Signed:** _____
(signature)
Print Name & Title: _____

By: _____ **Date Accepted:** _____
(signature)
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: _____ **Date Signed:** _____
(signature)
Print Name: _____

X: _____ **Date Signed:** _____
(signature)
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 _____ **Print Name & Title:** _____ **Date Signed:** _____
(signature)
I hereby authorize, in my absence, _____ **Telephone #** _____ to verify my direction to disburse funds.
Vendor: **LEGACY CONSTRUCTION SERVICES GROUP INC** Vendor: _____ Vendor: _____



Progress Payment Agreement

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

Agreement #: 40717645

In reference to the Agreement # 40717645, 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

Signature

Signature

Title

Title

Date

Date





Signature Identification Addendum

(Must be completed for All Signers)

**Please include a copy of your valid driver's license including photo and signature.
(Front and back may be required in certain states)**

ATTACH PHOTO IDENTIFICATION WITH SIGNATURE

The undersigned hereby certifies, represents and warrants that the undersigned individual is the same individual whose name and signature appears on the above driver's license. The undersigned acknowledges that Lessor/Secured Party/Rentor has relied upon this representation, along with other representations, in deciding to extend credit. All accompanying signed documents must match the signature as verified from the copy of the driver's license provided. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X _____

Signature of Driver's License Bearer

Cell Phone Number : _____



**Holly Hill Road East
Community Development District**

**Agreement between the District and
Fuqua Janitorial Services**

(provided under separate cover)

**Holly Hill Road East
Community Development District**

Fiscal Year 2019 Audited Financial Report

(provided under separate cover)

**Holly Hill Road East
Community Development District**

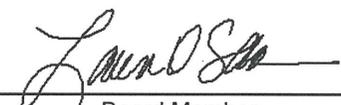
Payment Authorization No. 124-131

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 124

5/22/2020

Item No.	Vendor	Invoice Number	General Fund
1	City of Davenport Pool Meter / 127 Bergamot Loop ; Service 04/05/2020 - 05/04/2020	--	\$ 33.13
2	Complete Pool Care June Pool Service	13630	\$ 1,525.00
3	Duke Energy 127 Bergamot Loop (Amenity Center) ; Service 04/21/2020 - 05/20/2020 290 Citrus Isle Loop Lift ; Service 04/22/2020 - 05/21/2020	-- --	\$ 946.24 \$ 41.32
4	Fuqua Janitorial Services May Clubhouse Cleaning	8112	\$ 765.00
5	PFM Group Consulting Billable Expenses: January 2020 Reimbursables: March 2020 Reimbursables: April 2020	109616 OE-EXP-00783 OE-EXP-00840	\$ 5.87 \$ 58.25 \$ 81.35
6	Supervisor Fees - 05/20/2020 Meeting Rennie Heath Scott Shapiro Lauren Schwenk Patrick Marone Andrew Rhinehart	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
TOTAL			\$ 4,456.16


 Board Member

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RECEIVED MAY 26 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 125

5/29/2020

Item No.	Vendor	Invoice Number	General Fund
1	Duke Energy 00 Holly Hill Rd ; Service 04/28/2020 - 05/28/2020	--	\$ 328.21
2	Hopping Green & Sams General Counsel Through 04/30/2020	114855	\$ 1,068.00
3	Navitas Credit Corp. Playground Lease	--	\$ 1,642.78
4	PFM Group Consulting Reimbursables: February 2020	OE-EXP-00733	\$ 39.03
TOTAL			\$ 3,078.02



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Received via email on June 1, 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 126

6/5/2020

Item No.	Vendor	Invoice Number	General Fund
1	Carr Riggs & Ingram FY 2019 Audit	16919149	\$ 1,500.00
2	Creative Association Services Irrigation Repairs - Citrus Isle	6704 CI	\$ 159.85
	Irrigation Repairs - Citrus Pointe	6706 CP	\$ 13.82
	June Landscaping - Citrus Isle	6764	\$ 1,166.00
	Irrigation Repairs - Citrus Isle	6771 CI	\$ 71.19
	June Landscaping - Citrus Pointe	6781	\$ 1,000.00
	June Landscaping - Amenity Walkway	6782	\$ 500.00
3	Duke Energy 256 Bergamot Loop Lift ; Service 04/30/2020 - 05/29/2020	--	\$ 39.05
	102 Citrus Isle Loop Lite ; Service 05/05/2020 - 06/04/2020	--	\$ 15.28
4	Florida Department of Health Citrus Pointe Pool Permit Fee	53-BID-4706132	\$ 280.00
5	Orkin 127 Bergamot Loop Pest Control	197991174	\$ 48.15
TOTAL			\$ 4,793.34



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RECEIVED

By Amanda Lane at 4:51 pm, Jun 08, 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 127

6/12/2020

Item No.	Vendor	Invoice Number	General Fund
1	A & R Contracting & Cleaning Fence & Gate Repairs	2661	\$ 825.00
2	Business Observer Legal Advertising on 06/05/2020	20-00767K	\$ 131.25
3	Duke Energy 000 Davenport Blvd Lite ; Service 05/08/2020 - 06/09/2020	--	\$ 768.91
4	Navitas Playground Lease	--	\$ 527.41
TOTAL			\$ 2,252.57



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Received via email on June 15, 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 128

6/19/2020

Item No.	Vendor	Invoice Number	General Fund
1	City of Davenport Pool Meter / 127 Bergamot Loop ; Service 05/04/2020 - 06/04/2020	--	\$ 33.39
2	Complete Pool Care July Pool Service	13683	\$ 1,525.00
3	PFM Group Consulting DM Fee: June 2020 Website Fee: June 2020	DM-06-2020-0023 DM-06-2020-0024	\$ 1,666.67 \$ 125.00
4	Spectrum Business 127 Bergamot Loop ; Service 06/11/2020 - 07/10/2020	85433101061220	\$ 131.97
TOTAL			\$ 3,482.03


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RECEIVED
By Amanda Lane at 3:47 pm, Jun 23, 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 129

6/26/2020

Item No.	Vendor	Invoice Number	General Fund
1	Duke Energy		
	290 Citrus Isle Loop Lift ; Service 05/21/2020 - 06/22/2020	--	\$ 50.14
	127 Bergamot Loop (Amenity Center) ; Service 05/20/2020 - 06/19/2020	--	\$ 1,276.69
2	Hopping Green & Sams		
	General Counsel Through 05/31/2020	115362	\$ 7,815.50
3	Navitas		
	Playground Lease	--	\$ 1,642.78
TOTAL			\$ 10,785.11



Board Member

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RECEIVED
By Amanda Lane at 8:37 am, Jun 29, 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 130

7/2/2020

Item No.	Vendor	Invoice Number	General Fund
1	Duke Energy		
	256 Bergamot Loop Lift ; Service 05/29/2020 - 06/30/2020	--	\$ 41.61
	00 Holly Hill Road ; Service 05/28/2020 - 06/26/2020	--	\$ 353.27
2	Fuqua Janitorial Services		
	June Clubhouse Cleaning	8156	\$ 765.00
3	127 Bergamot Loop		
	July Pest Control	199118891	\$ 48.15
4	Prince & Sons		
	Citrus Isle June Mowing	2288	\$ 600.00
5	VGlobalTech		
	Quarterly ADA & WCAG Audit	1729	\$ 300.00
TOTAL			\$ 2,108.03



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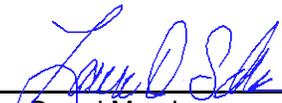
RECEIVED
By Amanda Lane at 2:36 pm, Jul 04, 2020

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 131

7/10/2020

Item No.	Vendor	Invoice Number	General Fund
1	A & R Contracting & Cleaning Fence & Gate Repairs	2668	\$ 1,810.00
2	Carr Riggs & Ingram FY 2019 Audit	16939004	\$ 1,500.00
3	Duke Energy 102 Citrus Isle Loop Lite ; Service 06/04/2020 - 07/06/2020 000 Davenport Blvd Lite ; Service 06/09/2020 - 07/09/2020	-- --	\$ 15.35 \$ 769.17
4	PFM Group Consulting Billable Expenses: May 2020 Reamortization Svcs: Series 2018	109997 M-000140	\$ 43.96 \$ 125.00
5	Polk News Sun Legal Advertising on 07/01/2020	41854	\$ 214.50
TOTAL			\$ 4,477.98



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Received via email on July 12, 2020

**Holly Hill Road East
Community Development District**

Monthly Financials

(provided under separate cover)

Holly Hill Road East Community Development District

Staff Reports