

*Holly Hill Road East  
Community Development District*

*Agenda*

*August 19, 2020*

# AGENDA



# *Holly Hill Road East*

## *Community Development District*

---

219 East Livingston Street, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

August 12, 2020

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

Dear Board Members:

The regular meeting of the Board of Supervisors of **Holly Hill Road East Community Development District** will be held **Wednesday, August 19, 2020 at 10:00 AM via Zoom Teleconference.**

Those wishing to attend the meeting can do so using the the information below:

**Zoom Video Link:** <https://zoom.us/j/99053733546>

**Zoom Call-In Information:** 1-646-876-9923  
**Meeting ID:** 990 5373 3546

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the July 22, 2020 Board of Supervisors Meeting
4. Consideration of Resolution 2020-17 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021
5. Consideration of Series 2020 Developer Agreements (Assessment Area 4)
  - A. True-Up Agreement
  - B. Collateral Assignment Agreement

---

<sup>1</sup> Comments will be limited to three (3) minutes

- C. Completion Agreement
- D. Acquisition Agreement
- E. Declaration of Consent
- 6. Consideration of Resolution 2020-21 Supplemental Assessment Resolution (Series 2020, AA4 Project)
- 7. Consideration of Proposals for Pool Maintenance
  - A. Robert's Pool Service
  - B. Resort Pool Services
- 8. Consideration of Proposals for Landscape Maintenance
  - A. Prince & Sons, Inc. (*provided under separate cover*)
  - B. Yellowstone Landscaping
  - C. Omegascapes
- 9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposal from GMS to Install COVID-19 Informational Signs at Pool and Playground
  - D. District Manager's Report
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

# MINUTES

## **MINUTES OF MEETING**

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

***Wednesday, July 22, 2020 at 10:12 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)
Andrew Rhinehart	Assistant Secretary	(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)
Dexter Glasgow	PFM Group Consulting, LLC	(via phone)
Amanda Lane	PFM Group Consulting, LLC	(via phone)
Kevin Plenzler	PFM Financial Advisors, LLC	(via phone)
Jill Burns	GMS	(via phone)

Various residents were present via phone

## **FIRST ORDER OF BUSINESS**

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

The meeting was called to order approximately at 10:12 a.m. Those in attendance are outlined above.

## **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

Ms. Taylor commented on the maintenance of the walkway and entrance to the community as well as garbage receptacles in the walkway and the need for garbage receptacles at the mailbox. She stated the dog park that was requested for Citrus Isle was refused because it did not benefit the entire community but it seems that Citrus Point is receiving all the Amenities and Citrus Isle has none. She asked about the speed limit signs and parking signs. She asked when the pool is going to be ready.

### **THIRD ORDER OF BUSINESS**

#### **Consideration of Minutes of the June 17, 2020 and July 8, 2020 Board of Supervisors' Meetings**

The Board reviewed the minutes of the June 17, 2020 and July 8, 2020 Board of Supervisors' Meetings.

ON MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the Board approved the Minutes of the June 17, 2020 and July 8, 2020 Board of Supervisors' Meetings.

### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2020-17, Designating Dates, Times and Locations for Regular Meetings for FY 2021**

Ms. Gaarlandt suggested switching times with North Boulevard for the first Wednesday of the month. She noted the Board can table this or the Board could discuss it later. Ms. Burns suggested tabling the resolution. Mr. Heath said he needed to leave because he has a meeting in Lakeland and asked if there were enough Board Members for a quorum. Ms. Gaarlandt said yes. Mr. Heath left the meeting.

This item will be tabled until next month.

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro with all in favor, the Board tabled the Consideration of Resolution 2020-17, Designating Dates, Times and Locations for Regular Meetings for FY 2021 until the next meeting.

### **FIFTH ORDER OF BUSINESS**

#### **Public Hearing on the Adoption of the District's Fiscal Year 2020-2021 Budget**

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2020-18, Adopting a Fiscal Year 2020-2021 Budget and Appropriating Funds**

Ms. Gaarlandt noted for the record that the public hearing was properly noticed as required by Florida Statute. She requested a motion to open the public hearing.

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board opened the Public Hearing.

Ms. Maggie asked why the O & M Budget is going up since the residents are not seeing any restitutions being made. Ms. Gaarlandt asked if there were any other questions about the Budget. Hearing none, she requested the motion to close the public hearing

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board closed the Public Hearing.

Ms. Gaarlandt stated there were some adjustments made to the budget based on the proposal from GMS. Ms. Lane stated the changes from GMS included in an increase in the District Management Fee, and the Field Management, Dissemination, and in order to keep the assessments the same the Miscellaneous line item was decreased. There were no other changes from the Proposed Budget that was approved at a previous Board Meeting.

Ms. Gaarlandt asked if the Board wanted to address the question from Ms. Maggie at this time. Mr. Rhinehart stated it sounded like her question was explained. The biggest change is the transition from PFM to GMS. The more residents come on there will be more Field Management required which carries an additional cost. Mr. Shapiro commented that there are two more phases to the CDD that is being developed and when those lots are platted it will help absorb some of the cost of the assessments. A lengthy discussion took place. Ms. Lane stated the budget is for Phases 1 & 2 not yet for Phases 3 & 4. The District will not put in Phases 3 & 4 into the Budget until they are more platted out and have those expenses allocated to them. Ms. Lane discussed the Debt Service which is separate from the O & M Budget. Ms. Gaarlandt noted the Board approved some improvements for the current year as well as for Fiscal Year 2021.

District Counsel reviewed the line items and had no issues with the budget,

ON MOTION by Mr. Shapiro, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-18, Adopting a Fiscal Year 2020-2021 Budget and Appropriating Funds.

## **SIXTH ORDER OF BUSINESS**

### **Public Hearing on the Imposition of Special Assessments to Fund the District's Fiscal Year 2020-2021 Budget**

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2020-19, Adopting an Assessment Roll for Fiscal Year 2020-2021 and Certifying Special Assessments for Collection**

Ms. Gaarlandt noted for the record that the mailed and published notices were sent out in accordance with Florida Statute.

ON MOTION by Mr. Shapiro, seconded by Mr. Rhinehart, with all in favor, the Board opened the Public Hearing.

Ms. Maggie asked why the O & M Budget is going up since the residents are not seeing any restitutions being made. Ms. Gaarlandt asked if there were any public comments about the assessments. Hearing none, she requested the motion to close the public hearing

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board closed the Public Hearing.

Ms. Van Wyk asked Ms. Lane to discuss the previous assessment levels and the current assessment levels and information between product types. He also asked her about the notice cap.

Ms. Land stated the gross amount for Phase 1 & 2 was \$755.72 for last year. The gross amount for Phase 3 & 4 was \$188.93. The current year gross assessment for Phase 1 & 2 is \$834.30 and the gross amount for Phase 3 & 4 is \$208.58. Ms. Gaarlandt stated the notice cap for Phases 1 & 2 is \$834.30 and for Phases 3 & 4 it is \$208.58.

Ms. Gaarlandt requested a motion from the Board to approve Resolution 2020-19, as presented.

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board approved Resolution 2020-19, Adopting an Assessment Roll for Fiscal Year 2020-2021 and Certifying Special Assessments for Collection.

**SEVENTH ORDER OF BUSINESS****Consideration of Resolution 2020-20,  
Ratifying the Sale of the Series 2020  
Bonds, Phase 3 Project**

Mr. Van Wyk presented Resolution 2020-2020 to the Board.

ON MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-20, Ratifying the Sale of the Series 2020 Bonds, Phase 3 Project.

**EIGHTH ORDER OF BUSINESS****Consideration of Wall Easements with  
Lennar Homes, LLC and the District  
a) Lot 272 Citrus Point  
b) Lot 282 Citrus Point**

Mr. Shapiro explained the Wall Easements. Mr. Wood, the District Engineer drafted the easements.

ON MOTION by Mr. Shapiro, seconded by Mr. Rhinehart, with all in favor, the Board approved the Wall Easements with Lennar Homes, LLC and the District, as presented.

**NINTH ORDER OF BUSINESS****Consideration of Navitas Lease  
Agreement for Playground Shade  
Structure**

Ms. Gaarlandt stated at the previous meeting District staff presented some options for adding the financing of the shade structure to the Navitas Agreement that is currently in place and the Board opted to finance it over 48 months. This is the Agreement that was drafted based on those terms.

Mr. Van Wyk explained at the last meeting the Board approved the proposal and the price and this is the Lease Agreement.

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board approved the Navitas Lease Agreement for Playground Shade Structure.



**TENTH ORDER OF BUSINESS****Ratification of Temporary Amendment  
to the Agreement between the District  
and Fuqua Janitorial Services for  
Janitorial Maintenance Services**

Ms. Gaarlandt this agreement is based on the proposal the Board approved at the last meeting to temporarily increase Janitorial Maintenance Services to daily cleaning.

ON MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Board approved the Amendment to the Agreement between the District and Fuqua Janitorial Services for Janitorial Maintenance Services

**ELEVENTH ORDER OF BUSINESS****Ratification of Temporary Amendment  
to the Agreement between the District  
and Fuqua Janitorial Services for  
Janitorial Maintenance Services**

Ms. Gaarlandt presented the Temporary Amendment to the Agreement between the District and Fuqua Janitorial Services for Janitorial Maintenance Services.

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board approved the Amendment to the Agreement between the District and Fuqua Janitorial Services for Janitorial Maintenance Services

**TWELFTH ORDER OF BUSINESS****Review of Fiscal Year 2019 Audited  
Financial Report**

The Board reviewed the Audited Financial Report. It was a clean audit.

ON MOTION by Mr. Rhinehart, seconded by Mr. Shapiro, with all in favor, the Board accepted the Fiscal Year Audited Financial Report

**THIRTEENTH ORDER OF BUSINESS****Ratification of Payment Authorization  
Nos. 124 - 131**

The Board reviewed Payment Authorization Nos. 124 – 131.

ON MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Board ratified Payment Authorization Nos. 124 – 131.

#### **FOURTEENTH ORDER OF BUSINESS**

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

The Board reviewed the monthly financials through June 30, 2020. There was no action required by the Board.

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Staff Reports**

**District Counsel –** Mr. Van Wyk asked if there were any modifications to the traffic control. Ms. Gaarlandt stated there were questions relating to it from residents that she will address under the audience comment section. The Board previously adopted parking policies.

Mr. Van Wyk stated the District is working on trying to get the extension of use of the telecommunications technology and he will keep the Board up to date.

**District Engineer –** Not Present

**District Manager –** Ms. Gaarlandt stated she received the termination notice from the current landscape maintenance company. Ms. Burns will bring back proposals for landscape maintenance companies. The Board wants to continue with the landscape provider through August. The effective date of the termination notice is August 31, 2020.

Ms. Gaarlandt asked Mr. Glasgow to address comments regarding the landscaping, the dog park and signage. He was not on the line at the moment so Ms. Gaarlandt explained the parking policies. District Management has the exhibit to the parking policies and there seem to be some area that does not function well with the layout of the Community and they are trying to adjust it. The policies will not be enforced until the no parking signs have been installed. The District has a towing company that has been engaged that will start working with the District as soon as they have the signs up for parking. No towing will be done at this point in time. Ms. Lane stated that Mr. Glasgow is having some issues with the system.

Ms. Gaarlandt stated there have been some issues with the landscaping and District staff will work with the landscaper to improve and take care of the landscaping issues that were brought up.

Mr. Van Wyk requested a list from Mr. Glasgow on the main issues with the landscaping so District staff can make sure they are addressed when the District goes out to seek proposals.

The speed limit signs are ready to install but District staff is waiting to get confirmation on a date for the vendor to install the signs. This will reduce the speed limit in the community from 30MPH to 20MPH.

There have been some issues with the equipment at the pool. A part was replaced and then the pump started failing. The electrician and the pool company are on site today working on the pump and as soon as they can get the equipment to work the pool will be opened.

Ms. Gaarlandt addressed the request for the Dog Park in Citrus Isle. She asked if the Board wanted to reconsider that request. Ms. Schwenk stated she is open to looking at it once the District gets Phase 3 & 4 paying a portion of the budget so the District does not have to raise assessments in order to provide that Amenity. She requested to look at this again at the first of the year. Mr. Rhinehart stated when the Board last discussed this they realized they did not have the funds in the budget to add that to the Citrus Isle Phase right now but he agreed with Ms. Schwenk.

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

## **SIXTEENTH ORDER OF BUSINESS**

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

Ms. Taylor stated the residents and District discussed this last year and were told it would be put into the budget and they would look into the vendors, cost involved, and each month District staff said they still had not gotten quotes. She said the dog park is currently located in Citrus Point and it is 1.5 miles away from Citrus Isle when they were told they would also have a dog park that would be only 0.5 miles away. She stated Citrus Point has all the Amenities and Citrus Isle has no close Amenities. Ms. Schwenk stated the Amenity location was chosen because it is a central location for all four phases of the District.

Mr. Van Wyk stated the Amenities are shared with North Boulevard through an interlocal agreement which is also why it is centrally located. The Board has no control over what the homeowners were told by the builders and he asked residents to address that with the builder.

Ms. Maggie requested someone to come out to 732 Citrus Isle Dr. because here easement area has not been mowed in two weeks. Mr. Gaarlandt will have Mr. Glasgow take a look at that area when he comes out there. Ms. Schwenk had someone reach out to CAS and they were rained out on the Friday cut but they will be out there today and she will get further information.

Ms. Taylor asked why the walkways and entrance are not being maintained. District staff will reach out to the vendor to determine their schedule to rectify those areas.

Another resident raised concerns with the delay of the installation of the parking signs.

There were no Supervisor requests.

#### **SEVENTEENTH 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. Shapiro, with all in favor, the Board adjourned the July 22, 2020 Board of Supervisor's Meeting for the Holly Hill Road East Community Development District.

---

Secretary / Assistant Secretary

---

Chairman / Vice Chairman

## SECTION IV

**RESOLUTION 2020-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR 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 situated entirely within the City of Davenport, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2020-2021 annual meeting schedule attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2020-2021 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19th day of August 2020.

ATTEST:

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2020-2021 Annual Meeting Schedule

## **Exhibit A**

### **BOARD OF SUPERVISORS MEETING DATES HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020-2021**

The Board of Supervisors of the Holly Hill Road East Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at The Holiday Inn Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida, 33880 at 3:30 p.m. on the 3<sup>rd</sup> Tuesday of each month, unless otherwise indicated as follows:

**October 20, 2020  
November 17, 2020  
December 15, 2020  
January 19, 2021  
February 16, 2021  
March 16, 2021  
April 20, 2021  
May 18, 2021  
June 15, 2021  
July 20, 2021  
August 17, 2021  
September 21, 2021**

*Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: <http://hollyhillroadeastcdd.com/>.*

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 Governmental Management Services-CF, LLC at 219 East Livingston Street, Orlando, Florida 32801, or by calling (407) 841-5524.

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) 841-5524 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



## SECTION V

# SECTION A

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

**AGREEMENT BY AND BETWEEN THE HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT AND TAMKNIGHT, LLC,  
REGARDING TRUE-UP AS TO  
ASSESSMENT AREA 4 SPECIAL ASSESSMENTS**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 25<sup>th</sup> day of August, 2020, 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 City of Davenport, Florida, with a mailing address of c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**TAMKNIGHT, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 2476 North Essex Avenue, Hernando, Florida 34442, and its successors and assigns (the “Developer” and together with the District, the “Parties”).

**RECITALS**

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

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

**WHEREAS**, Developer is the owner of a portion of the lands within the District and a developer of a portion of the same, which lands are described in **Exhibit A** (“Assessment Area 4”); and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, as detailed in the *Third Amended and Restated Engineer’s Report for Capital Improvements*, dated June 10, 2020 (“Engineer’s Report”) for the improvements associated with

the development of Assessment Area 4 (the “Assessment Area 4 Project”, also known as “Phase 4”), attached to this Agreement as **Exhibit B** and the estimated costs of the improvements related to Assessment Area 4 Project is identified therein; and

**WHEREAS**, the District intends to finance a portion of the Assessment Area 4 Project, through the anticipated issuance of its Holly Hill Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 4 Project), in the principal amount of \$3,325,000 (the “Assessment Area 4 Bonds”); and

**WHEREAS**, pursuant to Resolutions 2018-06, 2018-07, 2018-10, 2019-05, 2019-06, 2019-09, and 2020-21 (the “Assessment Resolutions”), the District imposed special assessments on the Assessment Area 4 (the “Assessment Area 4 Special Assessments”) within the District to secure the repayment of a portion of the Assessment Area 4 Bonds, including interest thereon; and

**WHEREAS**, Developer agrees that all developable lands within Assessment Area 4 benefit from the timely design, construction, or acquisition of the Assessment Area 4 Project; and

**WHEREAS**, Developer agrees that the Assessment Area 4 Special Assessments which were imposed on Assessment Area 4 within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 4, which Assessment Area 4 Special Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessment Area 4 Special Assessments on Assessment Area 4 within the District; and

**WHEREAS**, the Third Amended & Restated Master Assessment Methodology Report, dated January 31, 2019 (“ Third Master Methodology” ), which effectively amended and restated that Second Amended & Restated Master Assessment Methodology Report, dated December 19, 2018 (“ Second Master Methodology” ), which effectively amended and restated that Amended & Restated Master Assessment Methodology Report, dated March 21, 2018 (“ Master Methodology” ), which effectively amended and restated that Master Assessment Methodology Report, dated September 20, 2017 (“ Original Master Methodology” ), all of which are supplemented by that Supplemental Assessment Methodology Report, Assessment Area 4, dated July 22, 2020 (“ Supplemental Methodology”, and together with Third Master Methodology, Second Master Methodology, Master Methodology and Original Master Methodology, the “Assessment Report”), provides that as Assessment Area 4 is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 4 within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Assessment Area 4 within the District, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends that Assessment Area 4 will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which Developer shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the

assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

**WHEREAS**, Developer and the District desire to enter into an agreement to confirm Developer's intention and obligation, if required, to make the True-Up Payment related to the Assessment Area 4 Special Assessments, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

**SECTION 2. COVENANTS.**

**A.** The provisions of this Agreement shall constitute a covenant running with Assessment Area 4 lands, which lands are described herein in **Exhibits A**, and shall remain in full force and effect and be binding upon Developer, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**B.** Developer agrees that to the extent Developer fails to timely pay all Assessment Area 4 Special Assessments collected by mailed notice of the District, said unpaid Assessment Area 4 Special Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

**SECTION 3. SPECIAL ASSESSMENT REALLOCATION.**

**A.** *Assumptions as to the Assessment Area 4 Special Assessments.* As of the date of the execution of this Agreement, Developer has informed the District that Developer intends to plat Assessment Area 4 into a total of 142 single-family lots or 142 Equivalent Residential Units ("ERUs").

**B.** *Process for Reallocation of Assessments.* The Assessment Area 4 Special Assessments will be reallocated among Assessment Area 4 as Assessment Area 4 is platted or replatted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Assessment Area 4 of the District, the Assessment Area 4 Special Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that all the Assessment Area 4 Special Assessments will be assigned to the 142 lots platted in Assessment Area 4. In furtherance thereof, at such time as Assessment Area 4 is platted, Developer covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area 4 Special Assessments to the number of lots being platted and the remaining lands in Assessment Area 4 in accordance with the District's

Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of Assessment Area 4 within the District owned by Developer shall be presented to the District for review and allocation of the Assessment Area 4 Special Assessments to the lots being platted and the remaining property within Assessment Area 4 in accordance with the Assessment Report ("Reallocation"). Developer covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of Assessment Area 4 Special Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 142 platted lots within Assessment Area 4 of the District. Thus, at the time of platting of any portion of Assessment Area 4, or any re-platting thereof, there must be at least 142 platted lots in Assessment Area 4 to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Developer or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Assessment Area 4 in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of the Assessment Area 4 is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 142 lots are to be platted within Assessment Area 4, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Assessment Area 4 installment payable for Assessment Area 4. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Developer agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Assessment Area 4 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Assessment Area 4 Bonds, Developer shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Developer that at least 142 ERUs will be assigned to Assessment Area 4, as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to Assessment Area 4. In the event Developer plats less than 142 lots within Assessment Area 4, the Developer may either make a True-Up Payment or leave unassigned Assessment Area 4 Special

Assessments on un-platted lands within Assessment Area 4, provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Assessment Area 4 Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area 4 Project, including all costs of financing and interest. The District, however, may collect Assessment Area 4 Special Assessments in excess of the annual debt service related to the Assessment Area 4 Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area 4 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessment Area 4 Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area 4 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

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

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

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

- |                                |   |
|--------------------------------|---|
| <b>(A)</b> If to the District: | Holly Hill Road East<br>Community Development District<br>219 East Livingston Street<br>Orlando, Florida 32801<br>Attn: District Manager    |
| With a copy to:                | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Post Office Box 6526<br>Tallahassee, Florida 32314<br>Attn: Roy Van Wyk |
| <b>(B)</b> If to Developer:    | TamKnight, LLC<br>2476 North Essex Avenue<br>Hernando, Florida 34442  |

Attn: Jeffrey Knight

With a copy to:

Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Assessment Area 4 by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

#### **SECTION 7. ASSIGNMENT.**

**A.** Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of Assessment Area 4, binding upon Developer and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Assessment Area 4 or portions thereof, and any transferee of any portion of Assessment Area 4, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

**B.** No portion of Assessment Area 4 may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii)** Platted and fully-developed lots to end users.
- (iii)** Portions of Assessment Area 4 exempt from debt special assessments or to be dedicated to the County, the City, the District, or other governmental agencies.



Any transfer of any portion of Assessment Area 4 pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Assessment Area 4 from the scope and effect of this Agreement.

**C.** Developer shall not transfer any portion of Assessment Area 4 to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

- (i) delivering a recorded copy of this Agreement to such third party; and
- (ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Developer from its obligations under this Agreement as to such portion Assessment Area 4 only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Developer’s obligations in accordance herewith and shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of Assessment Area 4 so transferred.

**SECTION 8. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 4 Bonds then outstanding with regard to material amendments.

**SECTION 9. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Developer, both the District and Developer have complied with all the requirements of law, and both the District and Developer have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all of Assessment Area 4 without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 4 Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area 4 Bonds.

**SECTION 11. NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have

drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Developer any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee, for the Assessment Area 4 Bonds, on behalf of the owners of the Assessment Area 4 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**SECTION 13. 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 14. 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 exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 15. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 16. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 17. 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 18. EFFECTIVE DATE.** This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

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

WITNESSES:

**TAMKNIGHT, LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Jeffrey Knight, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Jeffrey Knight, as Manager of TamKnight, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

WITNESSES:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Warren K. “Rennie” Heath, II  
Chairperson, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Warren K. “Rennie” Heath, II, as Chairperson of the Board of Supervisors of the Holly Hill Road East Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:** Legal Description of Assessment Area 4  
**Exhibit B:** *Third Amended and Restated Engineer’s Report for Capital Improvements*, dated June 10, 2020

## **Exhibit A – Legal Description of Assessment Area 4**

### **CITRUS RESERVE CDD LEGAL DESCRIPTION**

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.**

#### **TOGETHER WITH**

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 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.**

**PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.**

**CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS**

## **Exhibit B – Engineer’s Report**

*[Attach]*

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**THIRD 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

**June 10, 2020**



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

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2-3
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4
	Stormwater Management Facilities .....	4-5
	Public Roadways.....	5
	Water and Wastewater Facilities .....	6
	Off-site Improvements .....	7
	Amenities and Parks.....	7
	Miscellaneous .....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9-10
VIII.	REPORT MODIFICATION.....	10
IX.	CONCLUSION.....	11

## **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

**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 Nos. 841 and 864, effective March 5, 2018 and November 5, 2018. This Third Amended and Restated Engineer’s Report amends the previously adopted Engineer’s Report to reflect the change in parcel numbers in Phase 4. The land area remains the same. 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. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to 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 10<sup>th</sup> 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. All amenities and park facilities discussed in this paragraph will be available to the general public.

### **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)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Davenport)	City of Davenport Ordinance (Approved)
Preliminary Plat (City of Davenport)	City of Davenport (Approved)
SWFWMD ERP	Approved
Construction Permits (Davenport)	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)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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 4 (Citrus Reserve)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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

**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

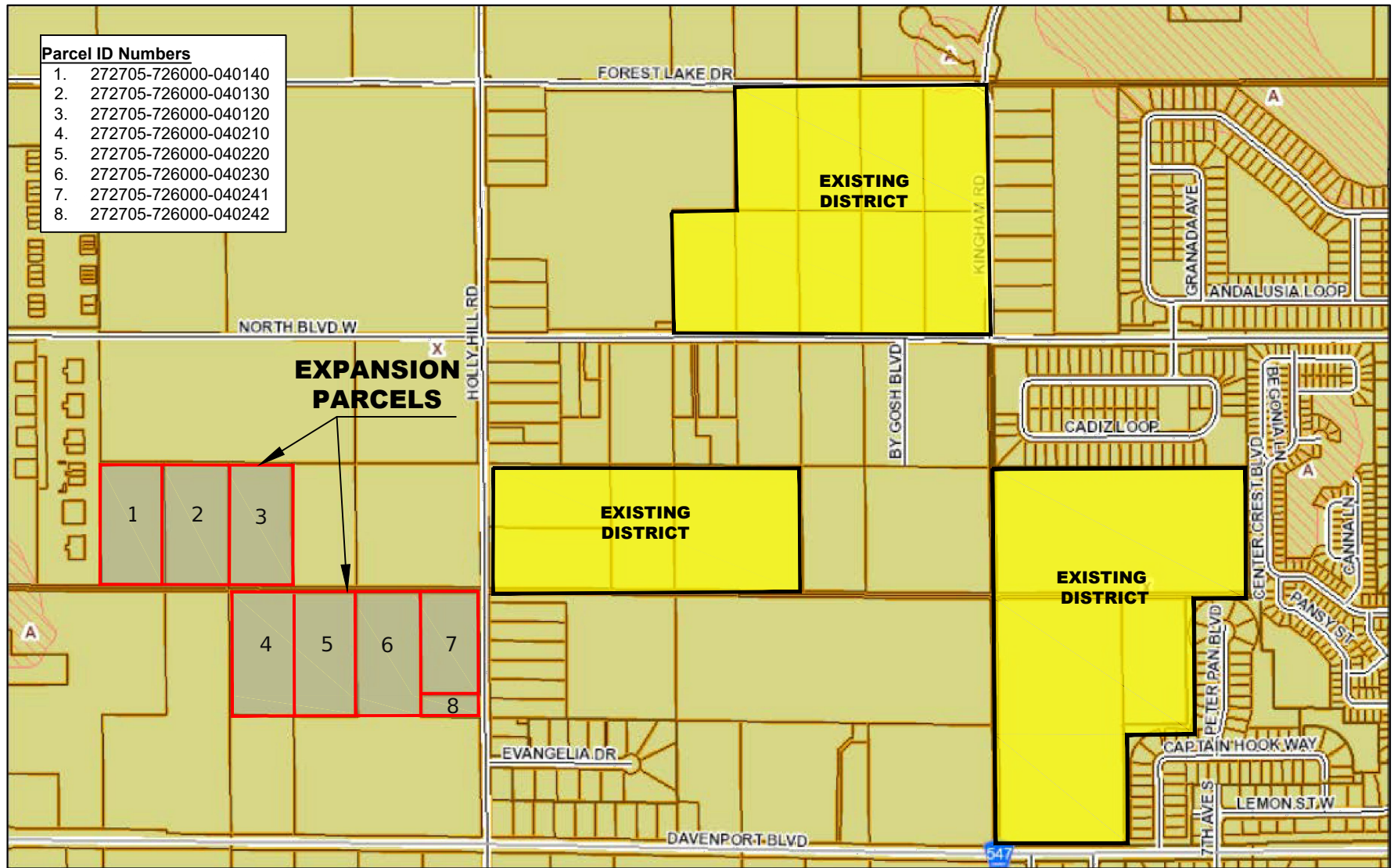
It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at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

**Parcel ID Numbers**

1. 272705-726000-040140
2. 272705-726000-040130
3. 272705-726000-040120
4. 272705-726000-040210
5. 272705-726000-040220
6. 272705-726000-040230
7. 272705-726000-040241
8. 272705-726000-040242



1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.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 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



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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, 7, AND 8

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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 3  
EXPANSION PARCELS 4-8  
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 100-108, 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  $\frac{1}{4}$  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 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.



1925 BARTOW ROAD • LAKELAND, FL 33801

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

EMAIL: INFO@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.

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 OFFICAL 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:

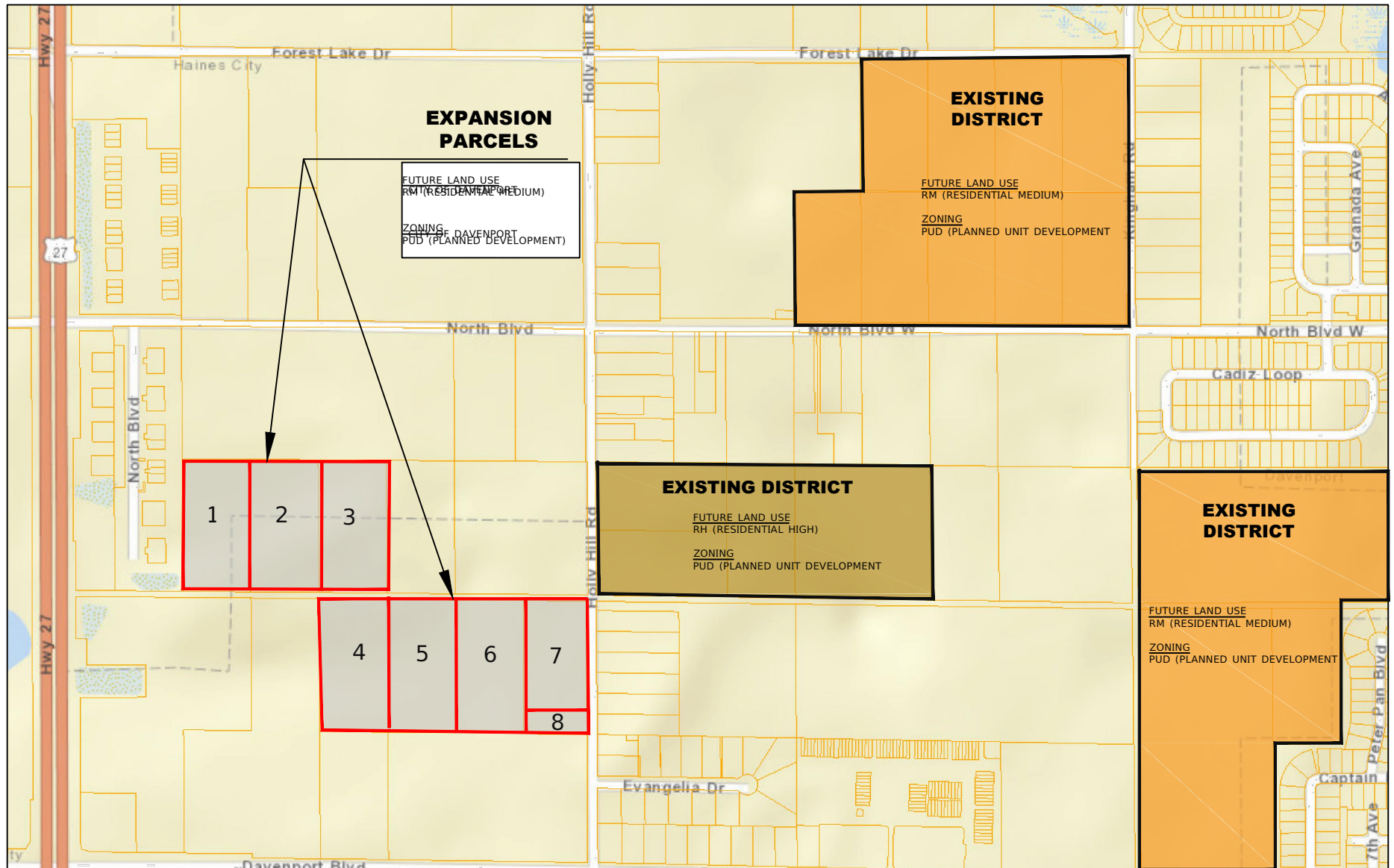
BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 21-24, S-89°38'18"-E, 1298.35 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY OF HOLLY 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 SOUH 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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 4  
OVERALL LEGAL  
LEGAL DESCRIPTION  
(NOT A SURVEY)

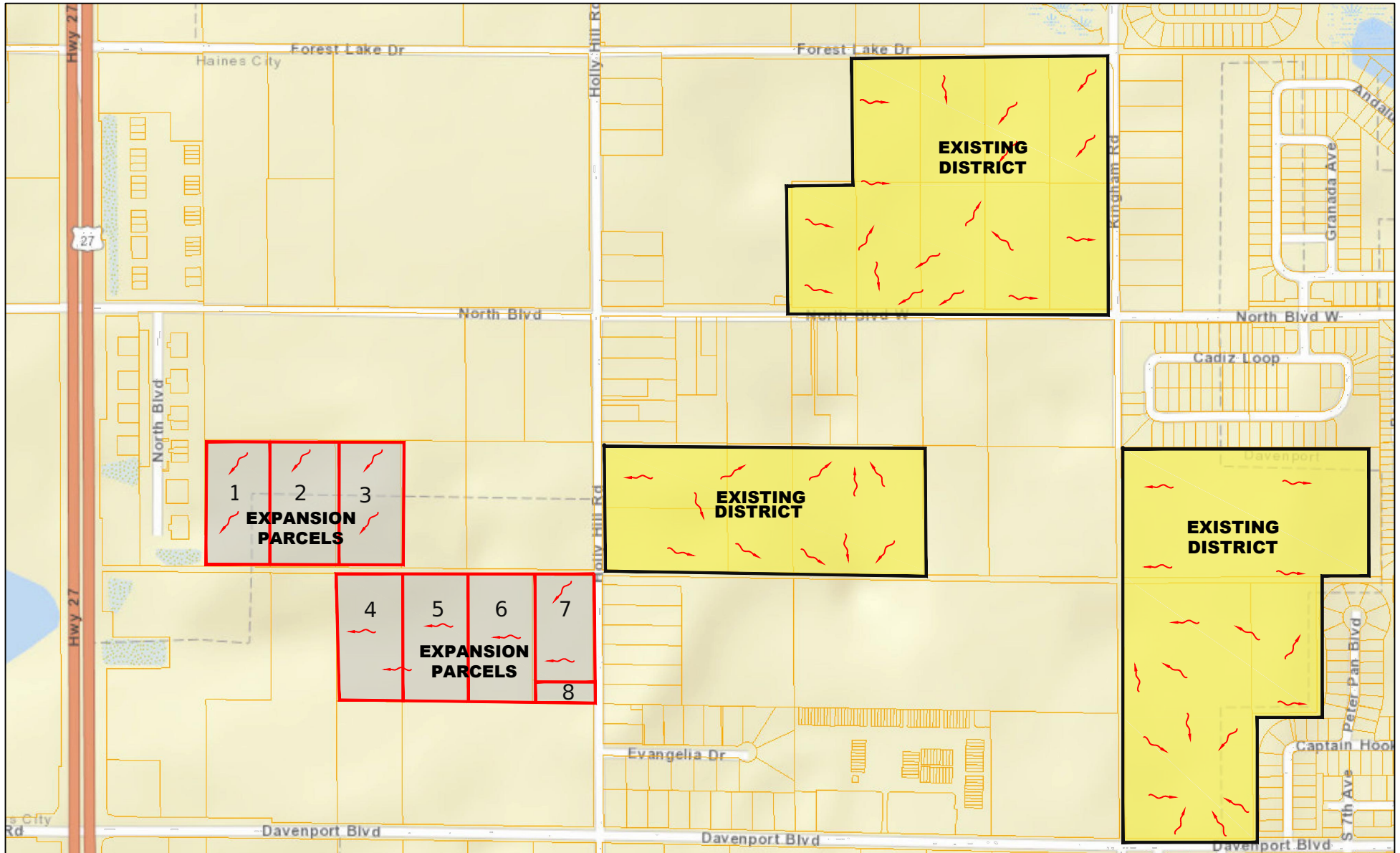


1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

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







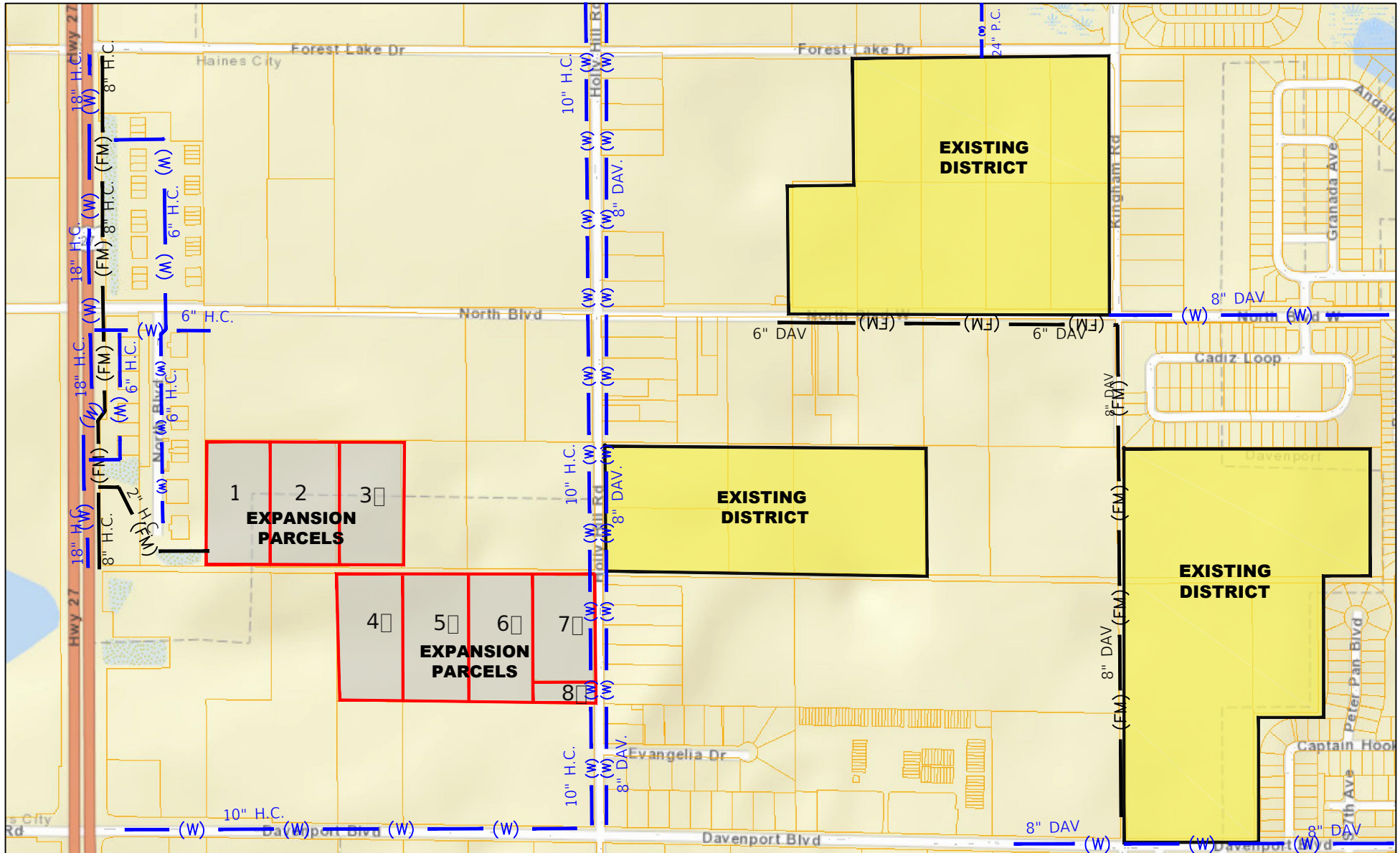
1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

LEGEND

~ ~ ~ FLOW DIRECTION

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





1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

#### 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



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

<b><u>Number of Lots</u></b>	<b><u>204</u></b>	<b><u>100</u></b>	<b><u>182</u></b>	<b><u>142</u></b>	<b><u>628</u></b>
<b><u>Infrastructure</u></b> <sup>(3)(6)(10)</sup>	<b><u>Phase 1</u></b> <b><u>Constructed</u></b>	<b><u>Phase 2</u></b> <b><u>2018</u></b>	<b><u>Phase 3</u></b> <b><u>2019</u></b>	<b><u>Phase 4</u></b> <b><u>2020</u></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(1)(5)(7)</sup>	\$ 120,000	\$ 125,000	\$ 180,000	\$ 125,000	\$ 550,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$ 2,427,600	\$ 1,190,000	\$ 2,165,800	\$ 1,700,000	\$ 7,483,400
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)</sup>	\$ 1,142,400	\$ 560,000	\$ 1,019,200	\$ 800,000	\$ 3,521,600
Roadway <sup>(1)(4)(5)(7)</sup>	\$ 882,300	\$ 432,500	\$ 787,150	\$ 615,000	\$ 2,716,950
Entry Feature & Signage <sup>(1)(7)(8)</sup>	\$ 100,000	\$ 170,000	\$ 365,000	\$ 280,000	\$ 915,000
Parks and Amenities <sup>(1)(7)</sup>	\$ 404,963	\$ 210,000	\$ 382,200	\$ 250,000	\$ 1,247,163
Contingency	\$ 200,000	\$ 105,000	\$ 191,000	\$ 150,000	\$ 646,000
<b>TOTAL</b>	<b>\$ 5,277,263</b>	<b>\$ 2,792,500</b>	<b>\$ 5,090,350</b>	<b>\$ 3,920,000</b>	<b>\$ 17,080,113</b>

**Notes:**

1. Infrastructure consists of roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
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. All financed improvements will be on land owned by the District or another governmental entity or for which such governmental entity has a permanent easement.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only Undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.
10. Estimates based on Master Infrastructure to support development of 628 lots.

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

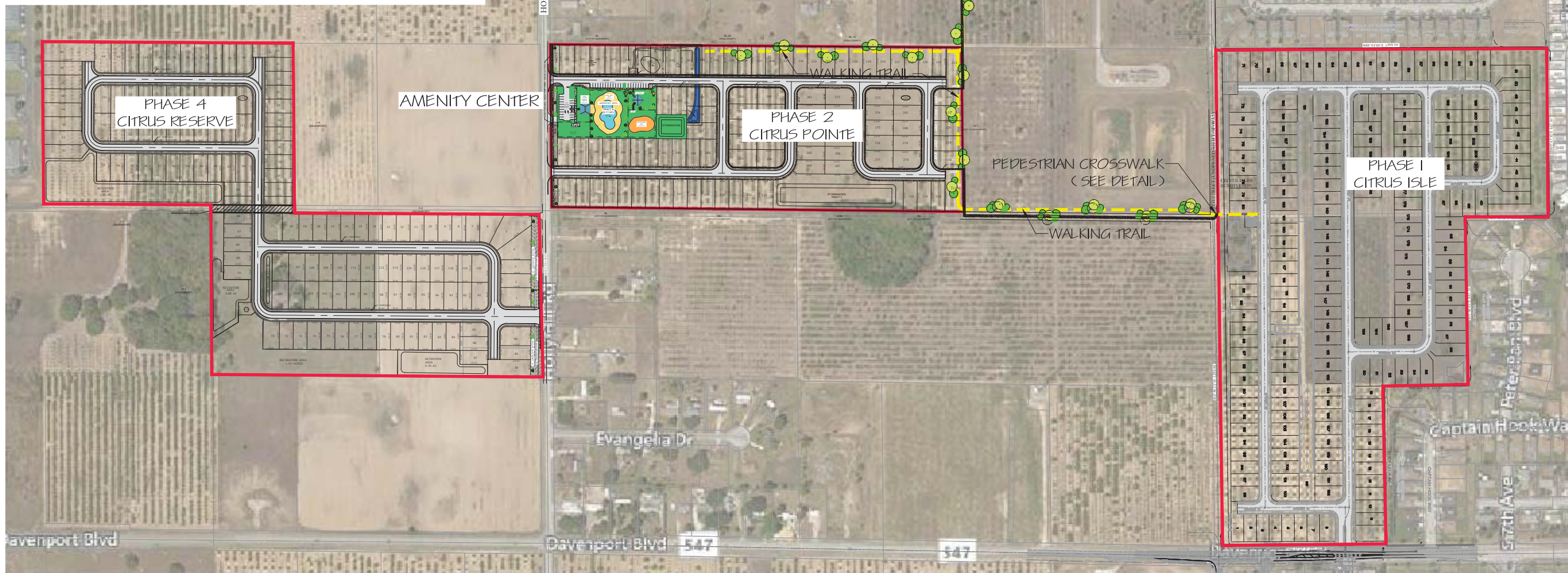
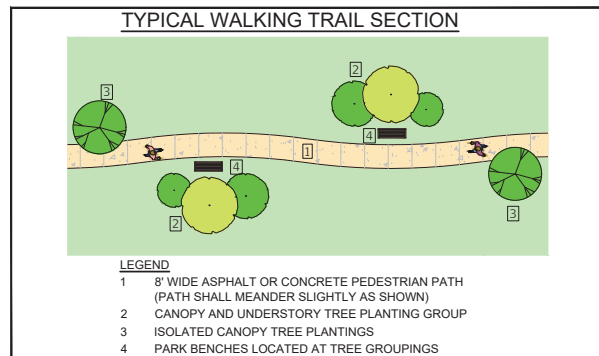
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport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

\*\*Street Lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.



HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
CITY OF DAVENPORT



REVISIONS	NO.	DATE

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

**Dennis Wood Engineering**

1925 BARTOW ROAD  
LAKELAND, FL 33801

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

HOLLY HILL ROAD EAST  
CDD  
CITY OF DAVENPORT  
POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

DENNIS L. WOOD, P.E. #17646  
DATE

OVERALL  
CDD PLAN

EXHIBIT  
9

NOT TO SCALE



## SECTION B

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT RIGHTS RELATING TO THE  
ASSESSMENT AREA 4 PROJECT**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA 4 PROJECT** (“Assignment”) is made this 25<sup>th</sup> day of August, 2020, by and between:

**HOLLY HILLY ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in City of Davenport, Florida, with a mailing address of c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**TAMKNIGHT, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 2476 North Essex Avenue, Hernando, Florida 34442, and its successors and assigns (the “Developer” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, Developer is the owner of the real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Assessment Area 4”); and

**WHEREAS**, the District proposes to issue its \$3,325,000 Holly Hill Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) (“Assessment Area 4 Bonds”), to finance certain improvements which will benefit all of Assessment Area 4; and

**WHEREAS**, among the security for the repayment of the Assessment Area 4 Bonds are the debt special assessments levied against Assessment Area 4 (“Assessment Area 4 Special Assessments”); and

**WHEREAS**, the Parties intend that Assessment Area 4 will be platted and fully developed into a total of 142 single-family residential units (“Lots”), and the Lots will be ultimately owned

by homebuilders or end users, unrelated to the Developer or its affiliated entities (“Development Completion”), as contemplated by the *Third Amended & Restated Master Assessment Methodology Report*, dated January 31, 2019 (“Third Master Methodology”), which effectively amended and restated that *Second Amended & Restated Master Assessment Methodology Report*, dated December 19, 2018 (“Second Master Methodology”), which effectively amended and restated that *Amended & Restated Master Assessment Methodology Report*, dated March 21, 2018 (“Master Methodology”), which effectively amended and restated that *Master Assessment Methodology Report*, dated September 20, 2017 (“Original Master Methodology”), all of which are supplemented by that *Supplemental Assessment Methodology Report, Assessment Area 4*, dated July 22, 2020 (“Supplemental Methodology”, and together with Third Master Methodology, Second Master Methodology, Master Methodology and Original Master Methodology, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the Development, which is being partially financed with the proceeds of the Assessment Area 4 Bonds is described in the *Third Amended and Restated Engineer’s Report for Capital Improvements*, dated June 10, 2020 (“Engineer’s Report”), and is referred to as the “Assessment Area 4 Project” (also known as “Phase 4”); and

**WHEREAS**, in the event of default in the payment of the Assessment Area 4 Special Assessments securing the Assessment Area 4 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Holly Hill Road East Community Development District and TamKnight, LLC Regarding True-Up as to Assessment Area 4 Special Assessments*, dated August 25, 2020), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of November 1, 2017 (the “Master Indenture”), as supplemented by that *Fourth Supplemental Trust Indenture* dated as of August 1, 2020 (the “Fourth Supplemental Indenture”; together with the Master Indenture, the “Indenture”), pursuant to which the Assessment Area 4 Bonds are being issued, and the other Agreements being entered into by Developer concurrent with respect to the Assessment Area 4 Bonds and the Assessment Area 4 Special Assessments (the Indentures and Agreements being referred to collectively as the “Bond Documents” and such remedies being referred to collectively as the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Assessment Area 4 Project.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Assignment.

## **2. COLLATERAL ASSIGNMENT.**

**(a)** Subject to the terms and conditions of this Assignment, Developer hereby collaterally assigns to the District, to the extent assignable, all of Developer's development rights, permits, entitlements and work product relating to development of the Assessment Area 4 Project, and Developer's rights as declarant of any property owner or homeowner association with respect to the Assessment Area 4 Project (collectively, the "Development Rights"), as security for Developer's payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Assessment Area 4 Special Assessments levied against the Assessment Area 4 Project that is owned by Developer, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Assessment Area 4 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Developer or homebuyers effective as of such conveyance, or (y) any portion of the Assessment Area 4 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Polk County (the "County"), the City of Haines City ("Haines"), the City of Davenport ("Davenport", and together with Haines, the "City"), the District, any utility provider, governmental or quasi-governmental entity, any homeowner's or property owner's association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

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

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

**(iii)** Preliminary and final site plans and plats;

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

**(v)** Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Assessment Area 4 Project or the construction of improvements within the Assessment Area 4 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area 4 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area 4 Project or the construction of improvements within the Assessment Area 4 Project;

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

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

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Assessment Area 4 Project, including, without limitation, Developer's contracts with homebuilders, if any, and end users (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Assessment Area 4 Special Assessments levied against the portion of Assessment Area 4 owned by the developer, from time to time, failure of Developer to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Assessment Area 4 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the County, the City, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Assessment Area 4 Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

**3. WARRANTIES BY DEVELOPER.** Developer represents and warrants to the District that:

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

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

(c) Any transfer, conveyance or sale of the Assessment Area 4 Project shall subject any and all affiliates or successors-in-interest of Developer as to the Assessment

Area 4 Project or any portion thereof, to this Assignment to the extent of the portion of the Assessment Area 4 Project so conveyed, except to the extent described in Section 2 above.

**4. COVENANTS.** Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

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

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

(c) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Assessment Area 4 Special Assessments or would materially impair or impede the ability to achieve Development Completion.

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

**6. REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to any portion of the Assessment Area 4 Project owned by Developer to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

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

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

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Assessment Area 4 Project or any portion thereof from the District or at a District foreclosure sale.

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

**8. ATTORNEYS' FEES AND COSTS.** In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**10. NOTICES.** All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, 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 Assignment 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 Developer may deliver Notice on behalf of the District and the Developer, 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.

**11. ARM'S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, 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 Developer.

**12. THIRD PARTY BENEFICIARIES.** The Parties hereto agree that the trustee under the Indenture (“Trustee”), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Developer’s obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 4 Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

**13. AMENDMENT.** This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the Assessment Area 4 Bonds then outstanding with respect to material amendments.

**14. MISCELLANEOUS.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

**15. APPLICABLE LAW AND VENUE.** This Assignment 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 exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

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

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

**18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment 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 law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

*[Remainder of this page intentionally left blank]*

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

WITNESSES:

**TAMKNIGHT, LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Jeffrey Knight, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Jeffrey Knight, as Manager of TamKnight, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

WITNESSES:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Warren K. “Rennie” Heath, II  
Chairperson, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Warren K. “Rennie” Heath, II, as Chairperson of the Board of Supervisors of the Holly Hill Road East Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:** Legal Description of Assessment Area 4

## **Exhibit A – Legal Description of Assessment Area 4**

### **CITRUS RESERVE CDD LEGAL DESCRIPTION**

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.**

#### **TOGETHER WITH**

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 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**.

**PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.**

**CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS**

## SECTION C

**AGREEMENT BY AND BETWEEN THE HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT AND TAMKNIGHT, LLC,  
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS  
(ASSESSMENT AREA 4 PROJECT)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 25<sup>th</sup> day of August, 2020, 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 City of Davenport, Florida, with a mailing address of c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**TAMKNIGHT, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 2476 North Essex Avenue, Hernando, Florida 34442, and its successors and assigns (the “Developer” and together with the District, the “Parties”).

**RECITALS**

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

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (“Improvements”); and

**WHEREAS**, Developer is the owner of the lands within the District (“Assessment Area 4”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area 4 Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Third Amended and Restated Engineer’s Report for Capital Improvements*, dated June 10, 2020 (“Engineer’s Report”), attached to this Agreement as **Exhibit B**, and the estimated costs of the portion of the Improvements described as “Phase 4” are identified therein (“Assessment Area 4 Project”); and

**WHEREAS**, the District has imposed debt special assessments on Assessment Area 4 within the District (the “Assessment Area 4 Special Assessments”), to secure financing for a



portion of the construction of the Assessment Area 4 Project described in **Exhibit B**, and has validated \$18,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area 4 Project; and

**WHEREAS**, the District intends to finance all or a portion of the Assessment Area 4 Project through the anticipated issuance of its Holly Hill Road East Community Development District Special Assessment Bonds Series 2020 (Assessment Area 4 Project), in the principal amount of \$3,325,000 (the “Assessment Area 4 Bonds”); and

**WHEREAS**, Developer has requested that the District limit the amount of debt special assessments imposed upon Assessment Area 4 by allowing the Developer to directly fund a portion of the Assessment Area 4 Project; and

**WHEREAS**, Developer has agreed to complete or cause funds to be provided to the District to complete the portion of the Assessment Area 4 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area 4 Bonds; and

**WHEREAS**, in consideration of the District limiting the amount of Assessment Area 4 Special Assessments on Assessment Area 4, Developer has requested that the District enter into this Agreement and to provide the terms and conditions under which the Assessment Area 4 Project shall be completed; and

**WHEREAS**, in order to ensure that the Assessment Area 4 Project is completed and funding is available in a timely manner to provide for its completion, Developer and the District hereby agree that the District will be obligated to issue no more than \$3,325,000 Assessment Area 4 Bonds to fund the Assessment Area 4 Project and Developer will complete or will make provision for additional funds that may be needed in the future for the completion of the Assessment Area 4 Project, over and above the amount of the Assessment Area 4 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

**2. COMPLETION OF IMPROVEMENTS.** Developer and the District agree and acknowledge that the District’s proposed Assessment Area 4 Bonds will provide only a portion of the funds necessary to complete the Assessment Area 4 Project. Therefore, Developer hereby agrees to complete the Assessment Area 4 Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Assessment Area 4 Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining

Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts.

**(a) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, the Developer shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Developer will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Developer, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

### **3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.**

**(a)** The District and Developer agree and acknowledge that the exact location, size, configuration, and composition of the Assessment Area 4 Project may change from that described in the Engineer’s Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area 4 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area 4 Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area 4 Bonds then outstanding.

**(b)** The District and Developer acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon Assessment Area 4 benefitted by the Assessment Area 4 Project.

**(c) (i)** The Developer agrees that all developable lands within Assessment Area 4, including Developer’s property, benefit from the timely design, construction, or acquisition of the Assessment Area 4 Project.

(ii) Developer agrees that the Assessment Area 4 Special Assessments which were imposed on Assessment Area 4 within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 4, which Assessment Area 4 Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$3,325,000 par amount of Assessment Area 4 Bonds and use of the proceeds thereof to fund a portion of the Assessment Area 4 Project, and (b) the scope, configuration, size and/or composition of the Assessment Area 4 Project not materially changing without the consent of Developer. Such consent is not necessary, and Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Assessment Area 4 Project is materially changed in response to a requirement imposed by a regulatory agency.

**4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

**5. ENFORCEMENT OF AGREEMENT.** If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Assessment Area 4 Bonds then outstanding, with respect to material amendments.

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

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

(a) If to the District: Holly Hill Road East  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Roy Van Wyk

(b) If to Developer: TamKnight, LLC  
2476 North Essex Avenue,  
Hernando, Florida 34442  
Attn: Jeffrey Knight

With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

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

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Developer 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, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**10. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason

of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area 4 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Developer hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**11. ASSIGNMENT.** No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area 4 Bonds then outstanding.

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

**13. EFFECTIVE DATE.** This Agreement shall be effective upon execution by all Parties hereto.

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

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

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

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

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

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

ATTEST:

**HOLLY HILLY ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Warren “Rennie” K. Heath II  
Chairperson, Board of Supervisors

WITNESS:

**TAMKNIGHT, LLC**, a Florida limited  
liability company

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

\_\_\_\_\_  
Jeffrey Knight, Manager

**Exhibit A:** Legal Description of Assessment Area 4

**Exhibit B:** *Third Amended and Restated Engineer’s Report for Capital Improvements,*  
dated June 10, 2020

## **Exhibit A – Legal Description of Assessment Area 4**

### **CITRUS RESERVE CDD LEGAL DESCRIPTION**

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 BEGINNING**.

**PROPERTY DESCRIBED CONTAINING 14.61 ACRES, MORE OR LESS.**

#### **TOGETHER WITH**

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**.

**PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.**

**CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS**



## **Exhibit B – Engineer’s Report**

*[Attach]*

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**THIRD 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

**June 10, 2020**

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

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2-3
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4
	Stormwater Management Facilities .....	4-5
	Public Roadways.....	5
	Water and Wastewater Facilities .....	6
	Off-site Improvements .....	7
	Amenities and Parks.....	7
	Miscellaneous .....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9-10
VIII.	REPORT MODIFICATION.....	10
IX.	CONCLUSION.....	11

## **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

**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 Nos. 841 and 864, effective March 5, 2018 and November 5, 2018. This Third Amended and Restated Engineer’s Report amends the previously adopted Engineer’s Report to reflect the change in parcel numbers in Phase 4. The land area remains the same. 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. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to 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 10<sup>th</sup> 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. All amenities and park facilities discussed in this paragraph will be available to the general public.

### **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)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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 4 (Citrus Reserve)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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

**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

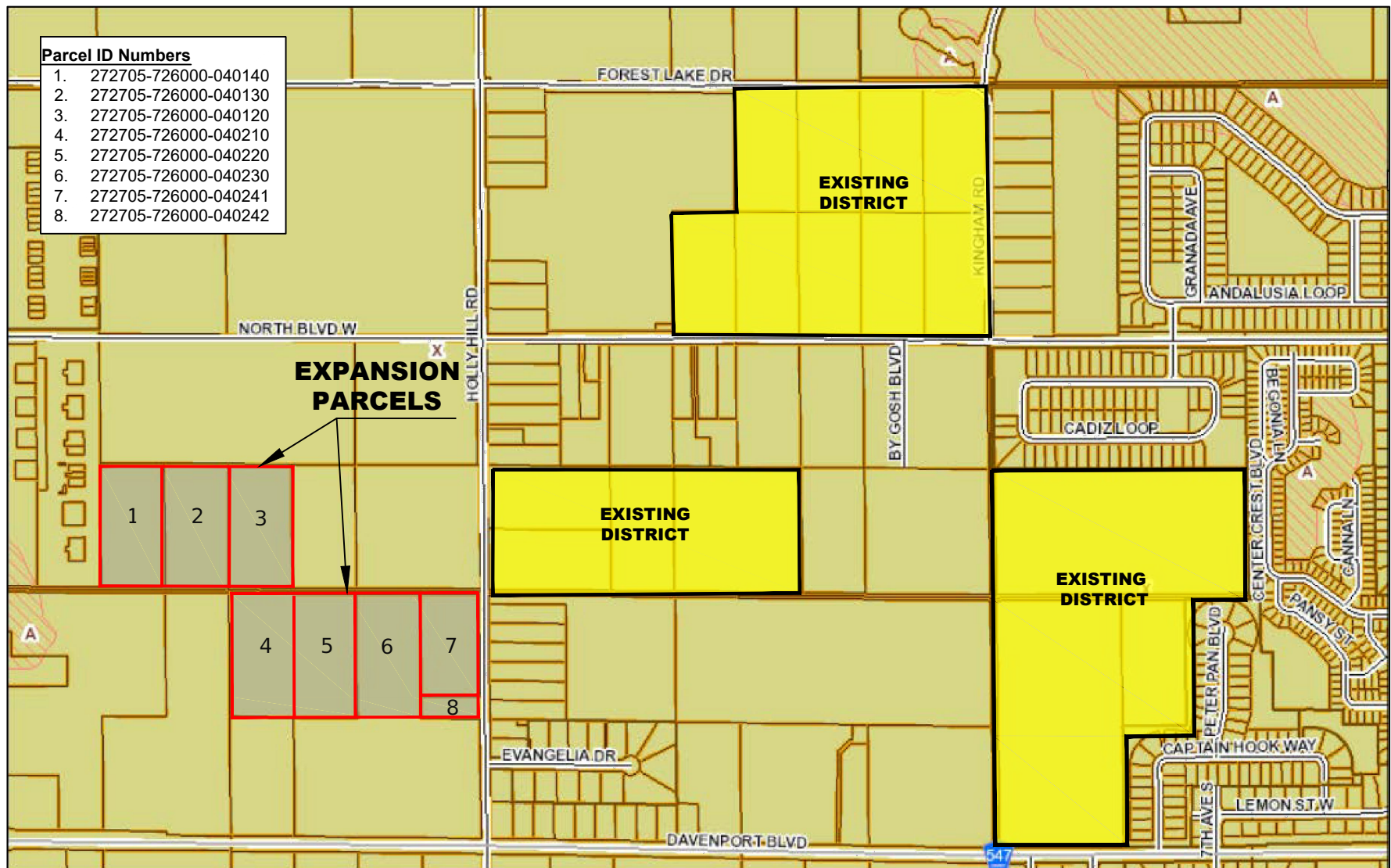
It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at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

**Parcel ID Numbers**

1. 272705-726000-040140
2. 272705-726000-040130
3. 272705-726000-040120
4. 272705-726000-040210
5. 272705-726000-040220
6. 272705-726000-040230
7. 272705-726000-040241
8. 272705-726000-040242



1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.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 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



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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, 7, AND 8

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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 3  
EXPANSION PARCELS 4-8  
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 100-108, 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  $\frac{1}{4}$  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 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.



1925 BARTOW ROAD • LAKELAND, FL 33801

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

EMAIL: INFO@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.

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 OFFICAL 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 SOUH 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

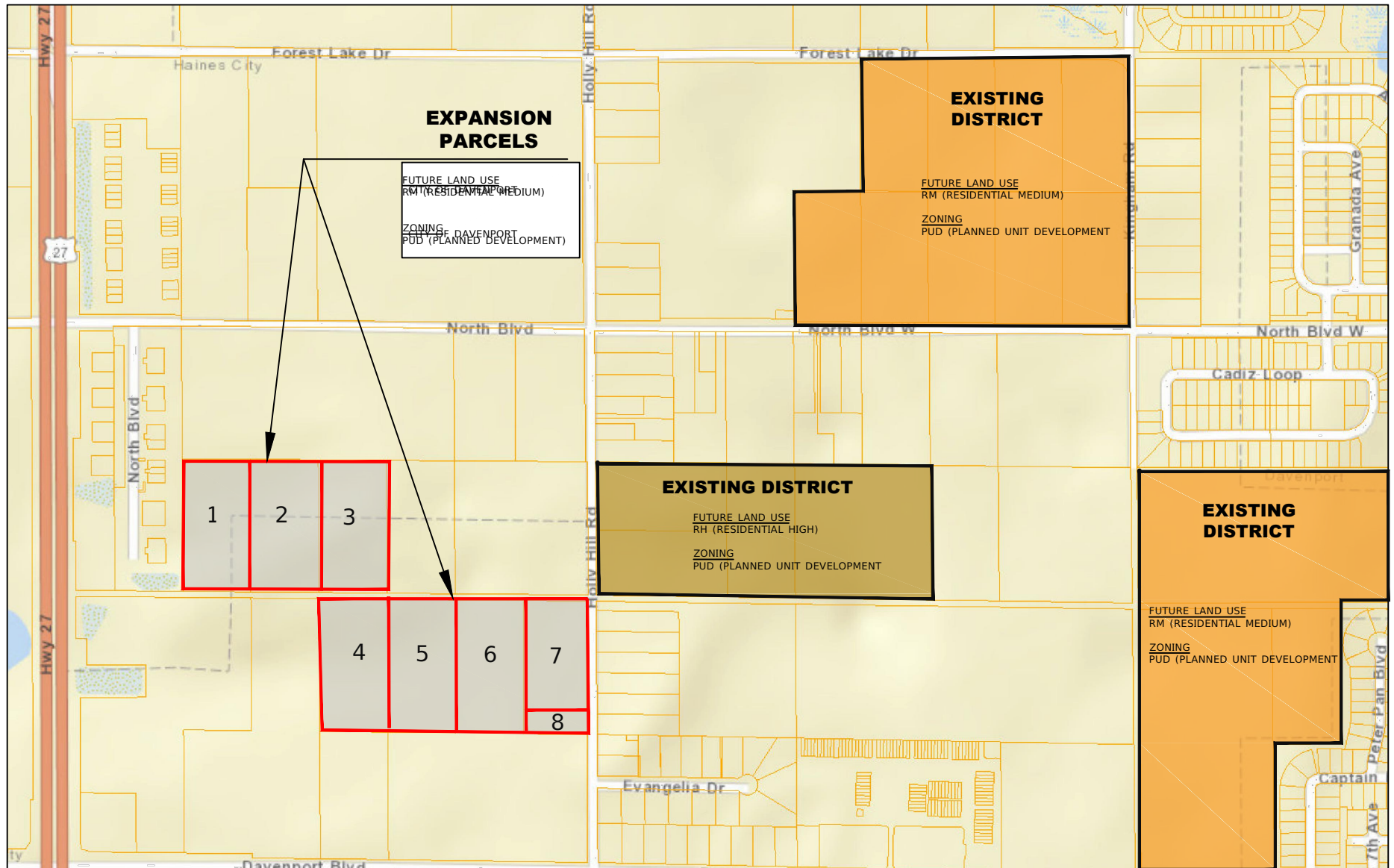
ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 4  
OVERALL LEGAL  
LEGAL DESCRIPTION  
(NOT A SURVEY)





1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

## EXHIBIT 5

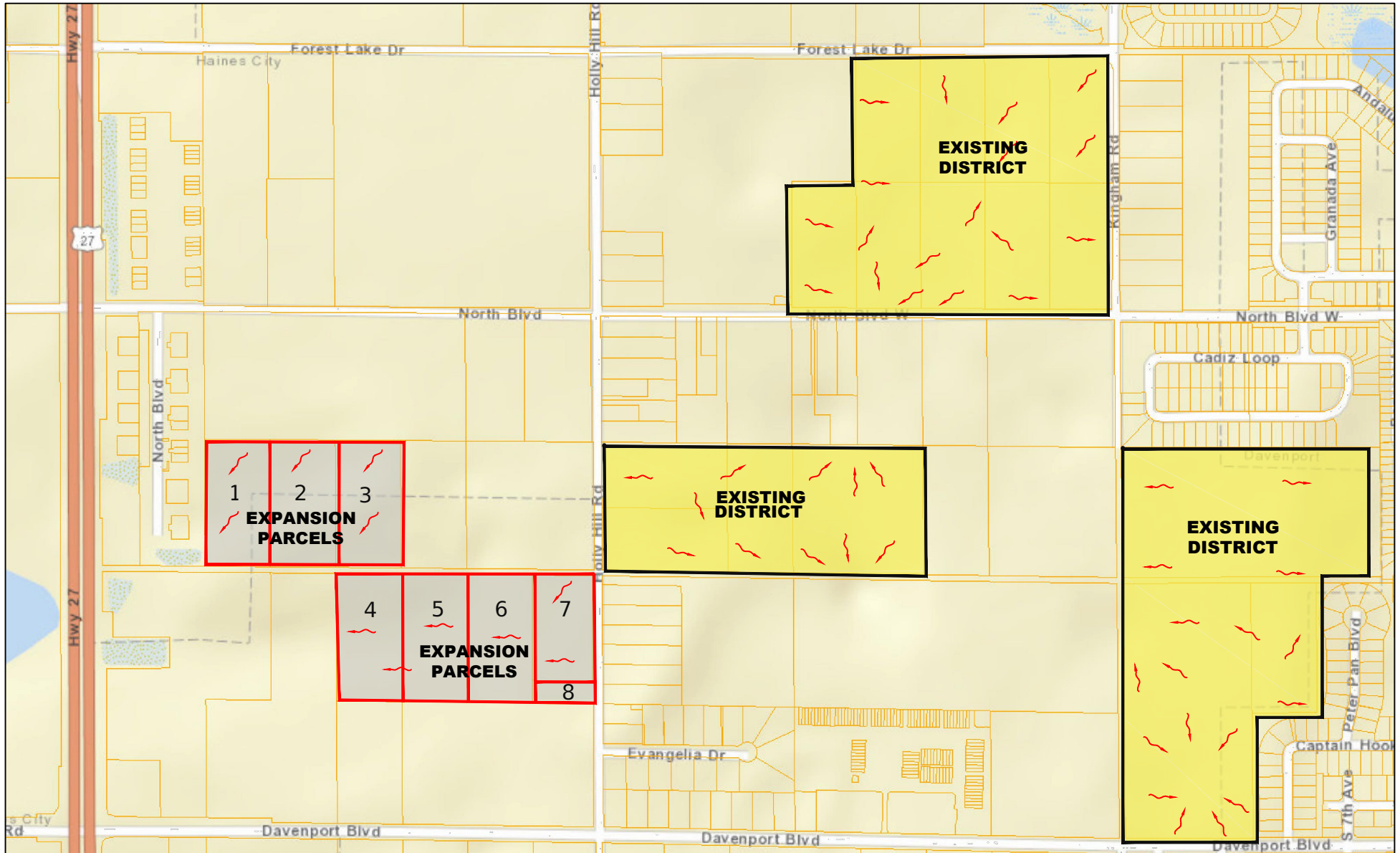
### HOLLY HILL ROAD EAST CDD EXPANSION

### CITY OF DAVENPORT

### FUTURE LAND USE & ZONING MAP



NO SCALE



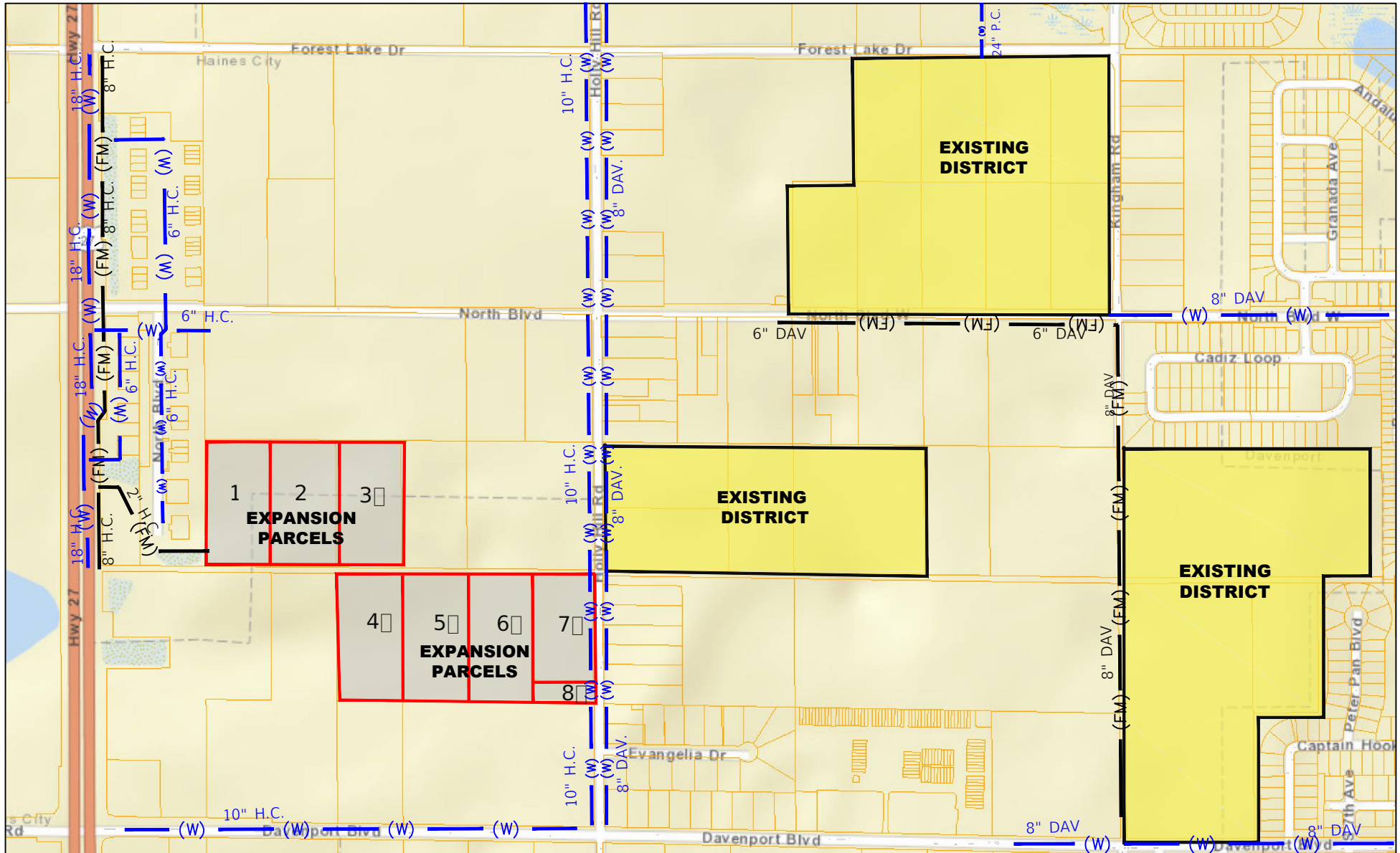
1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

LEGEND

~ ~ ~ FLOW DIRECTION

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





1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

#### 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





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

<b><u>Number of Lots</u></b>	<b><u>204</u></b>	<b><u>100</u></b>	<b><u>182</u></b>	<b><u>142</u></b>	<b><u>628</u></b>
<b><u>Infrastructure</u></b> <sup>(3)(6)(10)</sup>	<b><u>Phase 1</u></b> <b><u>Constructed</u></b>	<b><u>Phase 2</u></b> <b><u>2018</u></b>	<b><u>Phase 3</u></b> <b><u>2019</u></b>	<b><u>Phase 4</u></b> <b><u>2020</u></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(1)(5)(7)</sup>	\$ 120,000	\$ 125,000	\$ 180,000	\$ 125,000	\$ 550,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$ 2,427,600	\$ 1,190,000	\$ 2,165,800	\$ 1,700,000	\$ 7,483,400
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)</sup>	\$ 1,142,400	\$ 560,000	\$ 1,019,200	\$ 800,000	\$ 3,521,600
Roadway <sup>(1)(4)(5)(7)</sup>	\$ 882,300	\$ 432,500	\$ 787,150	\$ 615,000	\$ 2,716,950
Entry Feature & Signage <sup>(1)(7)(8)</sup>	\$ 100,000	\$ 170,000	\$ 365,000	\$ 280,000	\$ 915,000
Parks and Amenities <sup>(1)(7)</sup>	\$ 404,963	\$ 210,000	\$ 382,200	\$ 250,000	\$ 1,247,163
Contingency	\$ 200,000	\$ 105,000	\$ 191,000	\$ 150,000	\$ 646,000
<b>TOTAL</b>	<b>\$ 5,277,263</b>	<b>\$ 2,792,500</b>	<b>\$ 5,090,350</b>	<b>\$ 3,920,000</b>	<b>\$ 17,080,113</b>

**Notes:**

1. Infrastructure consists of roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
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. All financed improvements will be on land owned by the District or another governmental entity or for which such governmental entity has a permanent easement.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only Undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.
10. Estimates based on Master Infrastructure to support development of 628 lots.

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

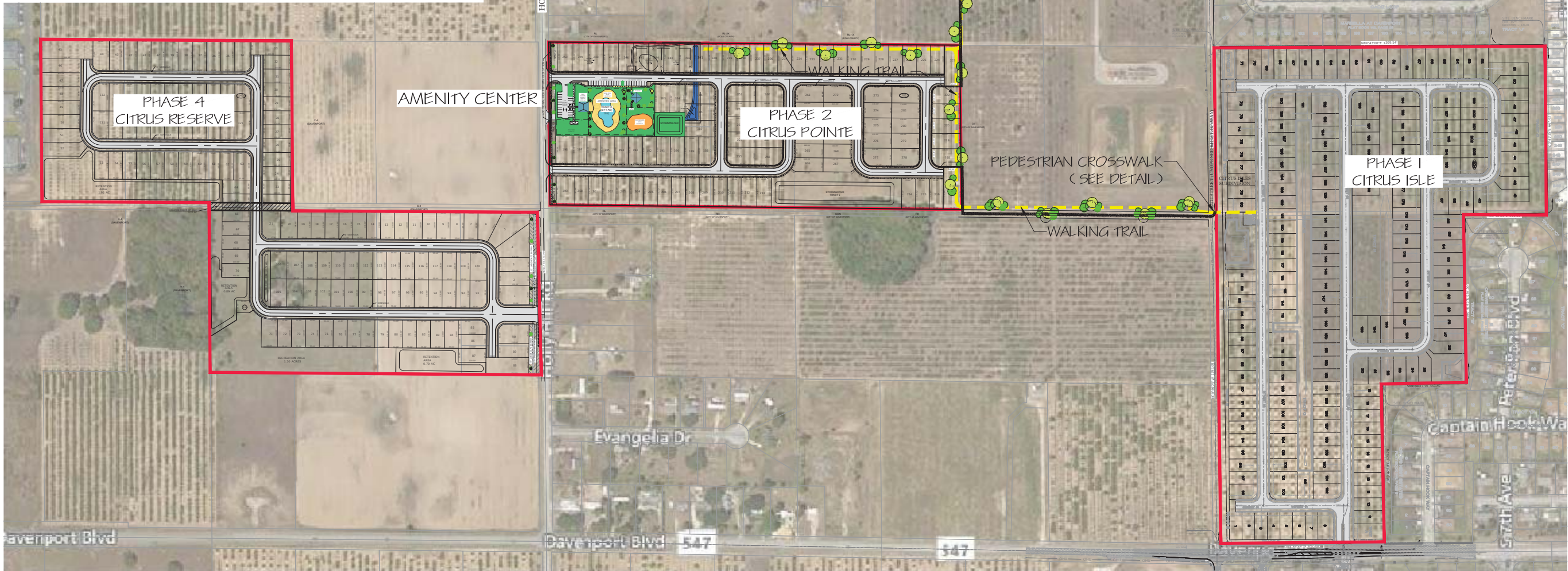
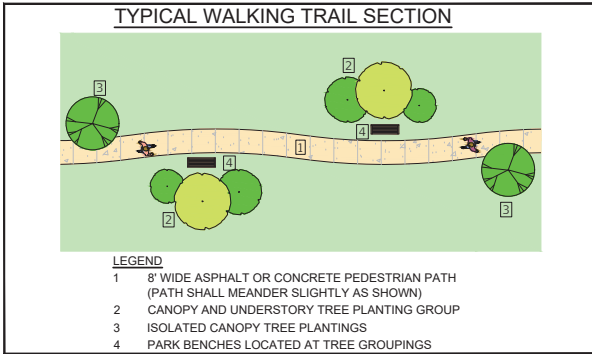
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport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

\*\*Street Lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.



HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
CITY OF DAVENPORT



REVISIONS	NO.	DATE

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

**Dennis Wood Engineering**

1925 BARTOW ROAD  
LAKELAND, FL 33801

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

HOLLY HILL ROAD EAST  
CDD  
CITY OF DAVENPORT  
POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

DENNIS L. WOOD, P.E. #17646

DATE

OVERALL  
CDD PLAN

EXHIBIT  
9



# SECTION D

**AGREEMENT BY AND BETWEEN THE HOLLY HILLY ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT AND TAMKNIGHT, LLC  
REGARDING THE ACQUISITION OF WORK PRODUCT,  
IMPROVEMENTS, AND REAL PROPERTY  
(ASSESSMENT AREA 4 PROJECT)**

THIS AGREEMENT (“Agreement”) is made and entered into this 25<sup>th</sup> day of August, 2020, by and between:

**HOLLY HILLY ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in City of Davenport, Florida, with a mailing address of c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**TAMKNIGHT, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 2476 North Essex Avenue, Hernando, Florida 34442, and its successors and assigns (the “Developer” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Third Amended and Restated Engineer’s Report for Capital Improvements* dated June 10, 2020 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, Developer is the owner and/or developer of certain lands located within the boundaries of the District known as “Phase 4” which lands are described in **Exhibit B** (“Assessment Area 4”), within which a portion of the Improvements will be located; and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Holly Hilly Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) (the “Assessment Area 4 Bonds”); and

**WHEREAS**, because the Assessment Area 4 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which

would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

**WHEREAS**, the District acknowledges the Developer’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing the Assessment Area 4 Project; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Assessment Area 4 Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

**WHEREAS**, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors

(the “Board”) the total actual amount of cost, which, in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the trustee for the Assessment Area 4 Bonds (“Trustee”). In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District’s Board pursuant to and as set forth in this Agreement.

**B.** The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Assessment Area 4 Project or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an “AS-IS” basis, and without any representation or warranty from the Developer to the District in respect thereto.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction

of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

**E.** The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Assessment Area 4 Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

**C.** The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.



**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Assessment Area 4 Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

**A. Conveyance.** In the event that real property interests are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Developer or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any

future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the District may require, at Developer's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

## **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

**2.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10)

calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

**C. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Assessment Area 4 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area 4 Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area 4 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Assessment Area 4 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the Improvements to City Davenport, City of Haines City and Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation

or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the trustee for the Assessment Area 4 Bonds (the "Trustee") acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Assessment Area 4 Bonds then outstanding.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. 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:

<b>(A)</b> If to the District:	Holly Hilly Road East Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
--------------------------------	---

With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Post Office Box 6526 Tallahassee, Florida 32314 Attn: Roy Van Wyk
-----------------	--

(B) If to Developer: TamKnight, LLC  
2476 North Essex Avenue  
Hernando, Florida 34442  
Attn: Jeffrey Knight

With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

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

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All 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, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer 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 entity other than the District and the Developer 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 Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Assessment Area 4 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee, for the Assessment Area 4 Bonds, on behalf of the owners of the Assessment Area 4 Bonds, shall be a direct third-party beneficiary of the bondholders owning more than 50% of an aggregate principal amount of the applicable

Assessment Area 4 Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the bondholders owning a majority of the aggregate principal amount of the Assessment Area 4 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Assessment Area 4 Project then-owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. 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 exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Developer.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Assessment Area 4 Bonds within five (5) years from the date of this Agreement.

**SECTION 21. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. 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 23. 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 24. 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 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page left intentionally blank]*

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

ATTEST:

**HOLLY HILLY ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Warren “Rennie” K. Heath II  
Chairperson, Board of Supervisors

WITNESS:

**TAMKNIGHT, LLC**, a Florida limited liability company

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

\_\_\_\_\_  
Jeffrey Knight, Manager

**Exhibit A:** *Third Amended and Restated Engineer’s Report for Capital Improvements* dated June 10, 2020

**Exhibit B:** Legal Description of Assessment Area 4



## **Exhibit A – Engineer’s Report**

*[Attach]*

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**THIRD 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

**June 10, 2020**

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

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2-3
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4
	Stormwater Management Facilities .....	4-5
	Public Roadways.....	5
	Water and Wastewater Facilities .....	6
	Off-site Improvements .....	7
	Amenities and Parks.....	7
	Miscellaneous .....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9-10
VIII.	REPORT MODIFICATION.....	10
IX.	CONCLUSION.....	11

## **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

**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 Nos. 841 and 864, effective March 5, 2018 and November 5, 2018. This Third Amended and Restated Engineer’s Report amends the previously adopted Engineer’s Report to reflect the change in parcel numbers in Phase 4. The land area remains the same. 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. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to 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 10<sup>th</sup> 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. All amenities and park facilities discussed in this paragraph will be available to the general public.

### **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)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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 4 (Citrus Reserve)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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

**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

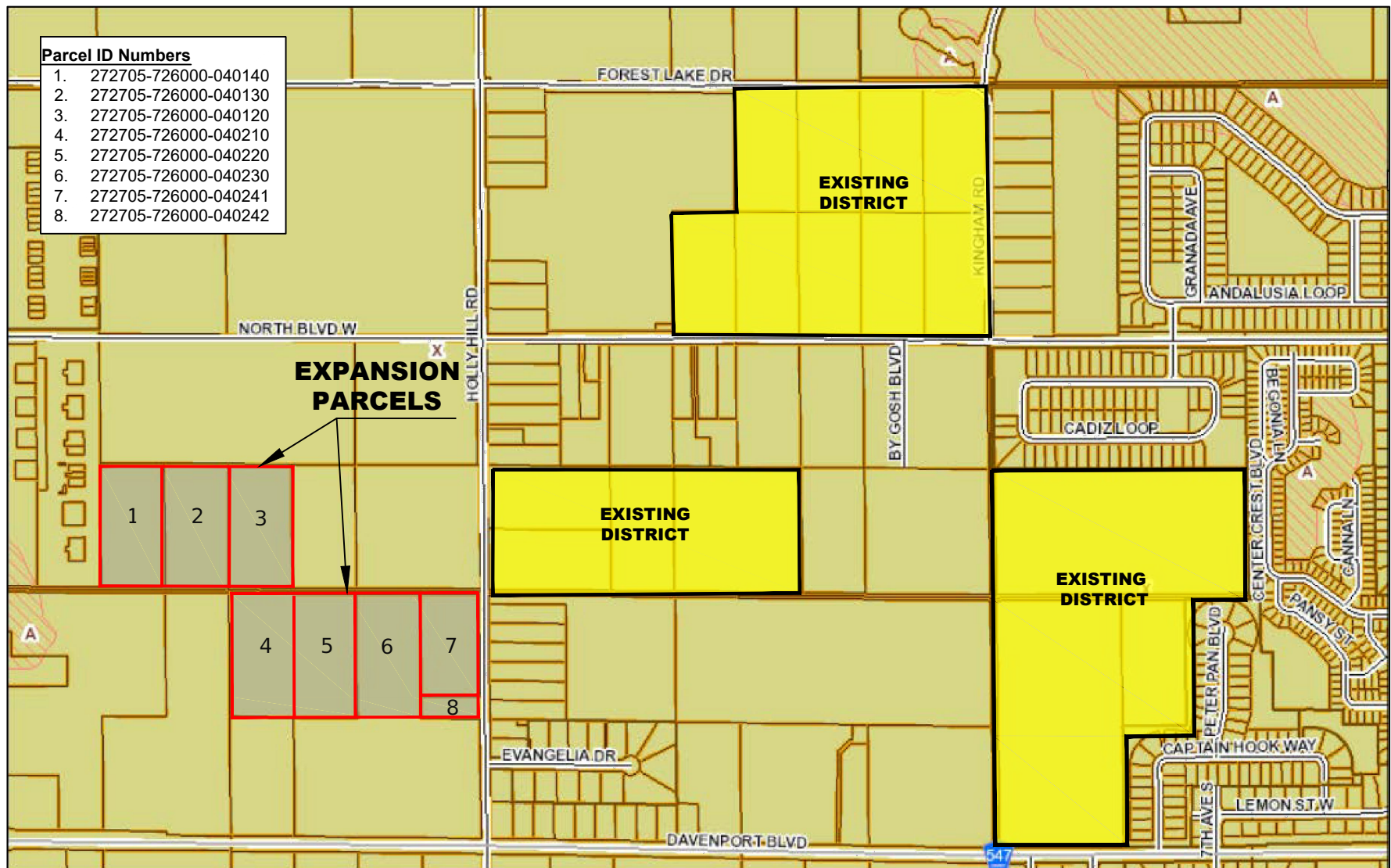
It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at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

**Parcel ID Numbers**

1. 272705-726000-040140
2. 272705-726000-040130
3. 272705-726000-040120
4. 272705-726000-040210
5. 272705-726000-040220
6. 272705-726000-040230
7. 272705-726000-040241
8. 272705-726000-040242



1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.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 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



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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, 7, AND 8

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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 3  
EXPANSION PARCELS 4-8  
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 100-108, 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  $\frac{1}{4}$  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 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.



1925 BARTOW ROAD • LAKELAND, FL 33801

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

EMAIL: INFO@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.

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 OFFICAL 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 SOUH 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

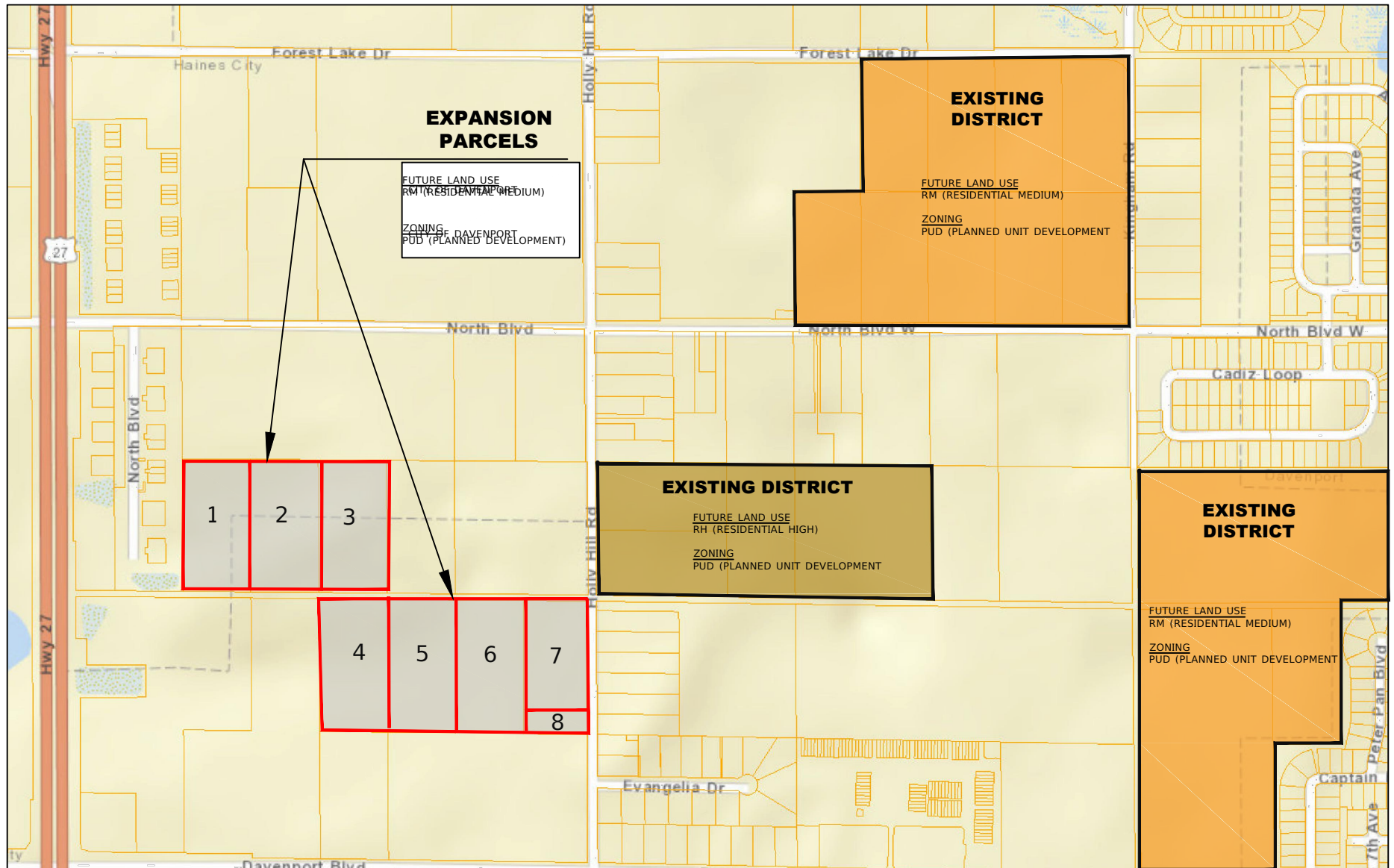
ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 4  
OVERALL LEGAL  
LEGAL DESCRIPTION  
(NOT A SURVEY)





1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

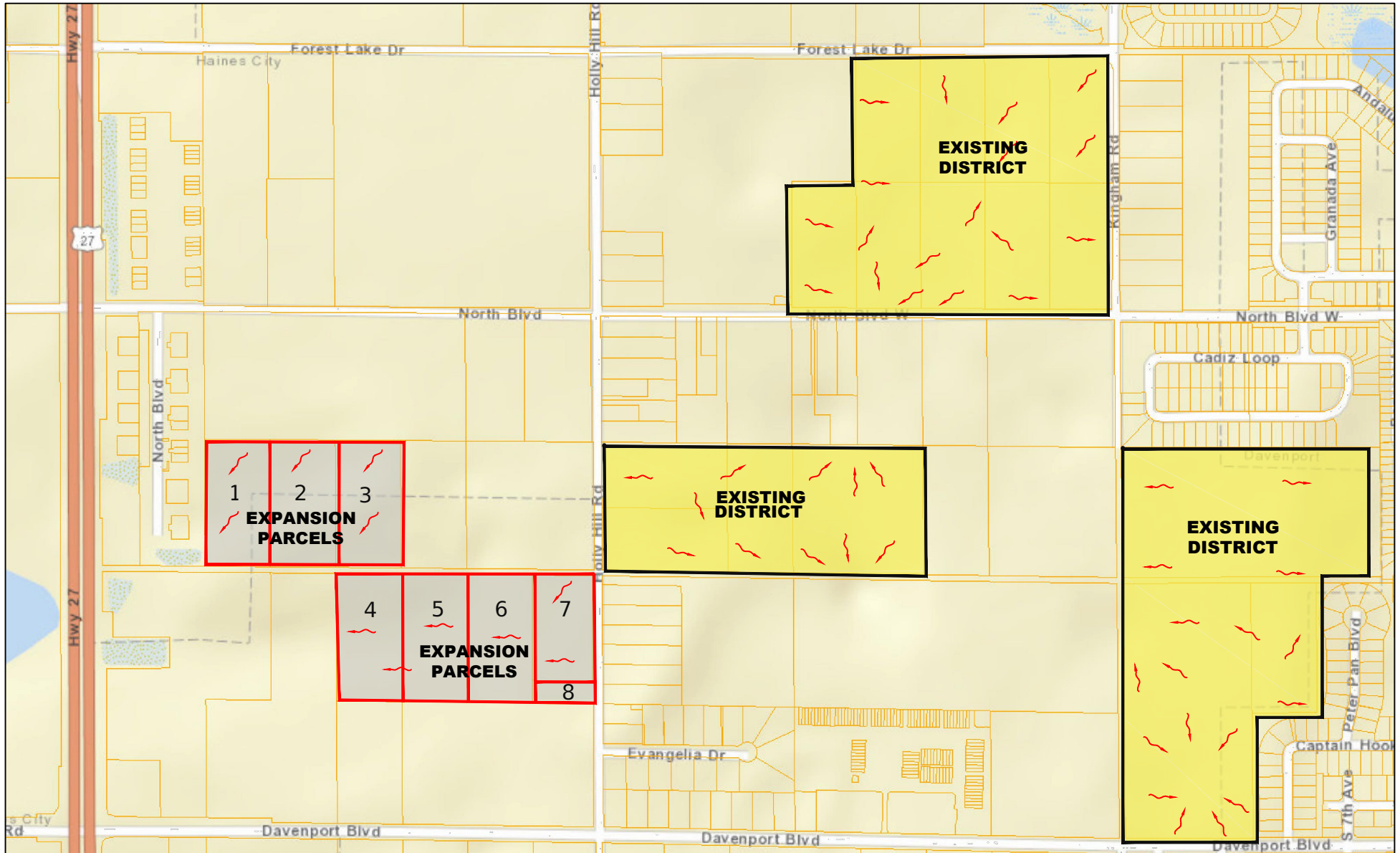
## EXHIBIT 5

### HOLLY HILL ROAD EAST CDD EXPANSION

### CITY OF DAVENPORT

### FUTURE LAND USE & ZONING MAP





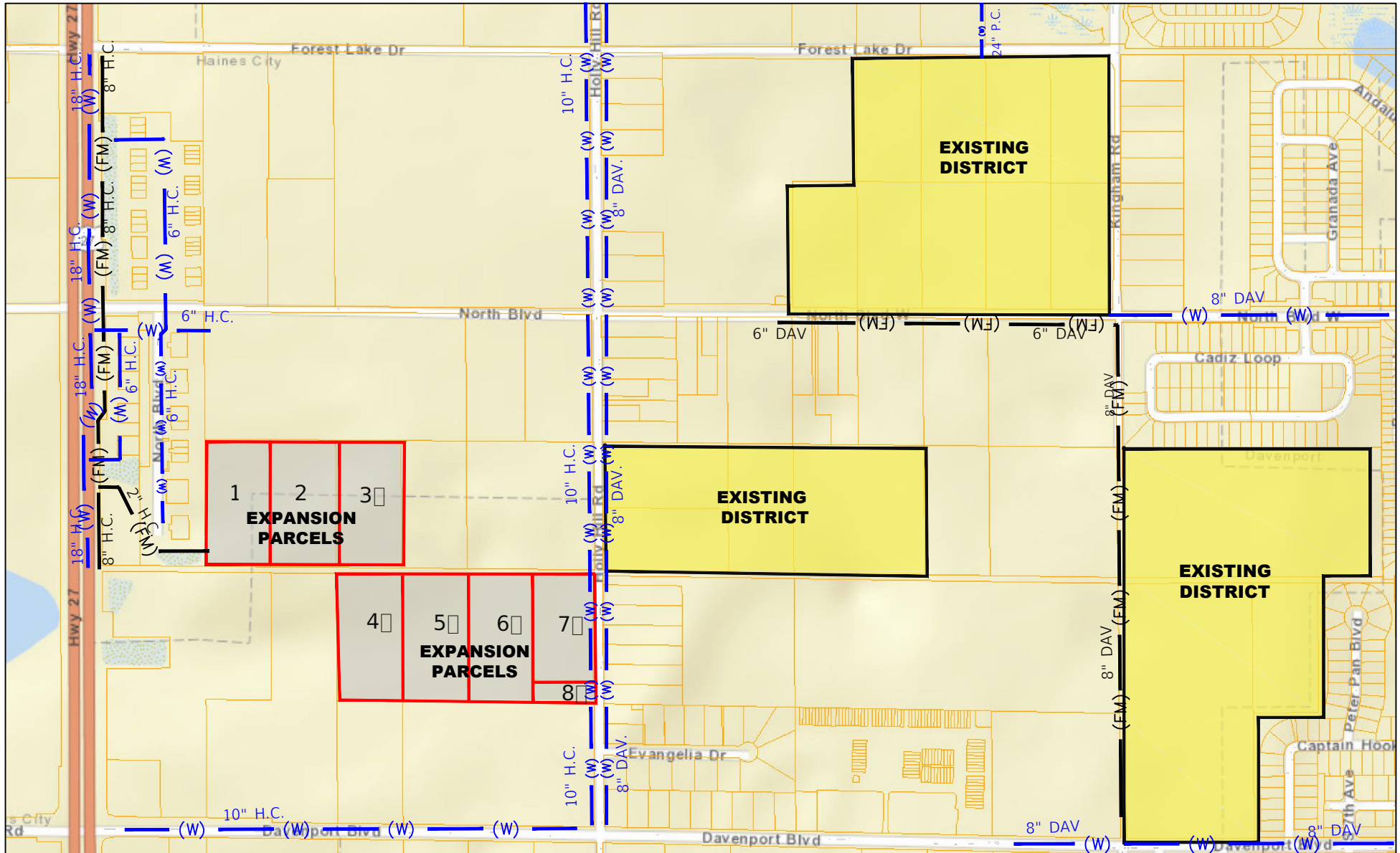
1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

#### LEGEND

~ ~ ~ FLOW DIRECTION

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





1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

#### 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





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

<b><u>Number of Lots</u></b>	<b><u>204</u></b>	<b><u>100</u></b>	<b><u>182</u></b>	<b><u>142</u></b>	<b><u>628</u></b>
<b><u>Infrastructure</u></b> <sup>(3)(6)(10)</sup>	<b><u>Phase 1</u></b> <b><u>Constructed</u></b>	<b><u>Phase 2</u></b> <b><u>2018</u></b>	<b><u>Phase 3</u></b> <b><u>2019</u></b>	<b><u>Phase 4</u></b> <b><u>2020</u></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(1)(5)(7)</sup>	\$ 120,000	\$ 125,000	\$ 180,000	\$ 125,000	\$ 550,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$ 2,427,600	\$ 1,190,000	\$ 2,165,800	\$ 1,700,000	\$ 7,483,400
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)</sup>	\$ 1,142,400	\$ 560,000	\$ 1,019,200	\$ 800,000	\$ 3,521,600
Roadway <sup>(1)(4)(5)(7)</sup>	\$ 882,300	\$ 432,500	\$ 787,150	\$ 615,000	\$ 2,716,950
Entry Feature & Signage <sup>(1)(7)(8)</sup>	\$ 100,000	\$ 170,000	\$ 365,000	\$ 280,000	\$ 915,000
Parks and Amenities <sup>(1)(7)</sup>	\$ 404,963	\$ 210,000	\$ 382,200	\$ 250,000	\$ 1,247,163
Contingency	\$ 200,000	\$ 105,000	\$ 191,000	\$ 150,000	\$ 646,000
<b>TOTAL</b>	<b>\$ 5,277,263</b>	<b>\$ 2,792,500</b>	<b>\$ 5,090,350</b>	<b>\$ 3,920,000</b>	<b>\$ 17,080,113</b>

**Notes:**

1. Infrastructure consists of roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
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. All financed improvements will be on land owned by the District or another governmental entity or for which such governmental entity has a permanent easement.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only Undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.
10. Estimates based on Master Infrastructure to support development of 628 lots.

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

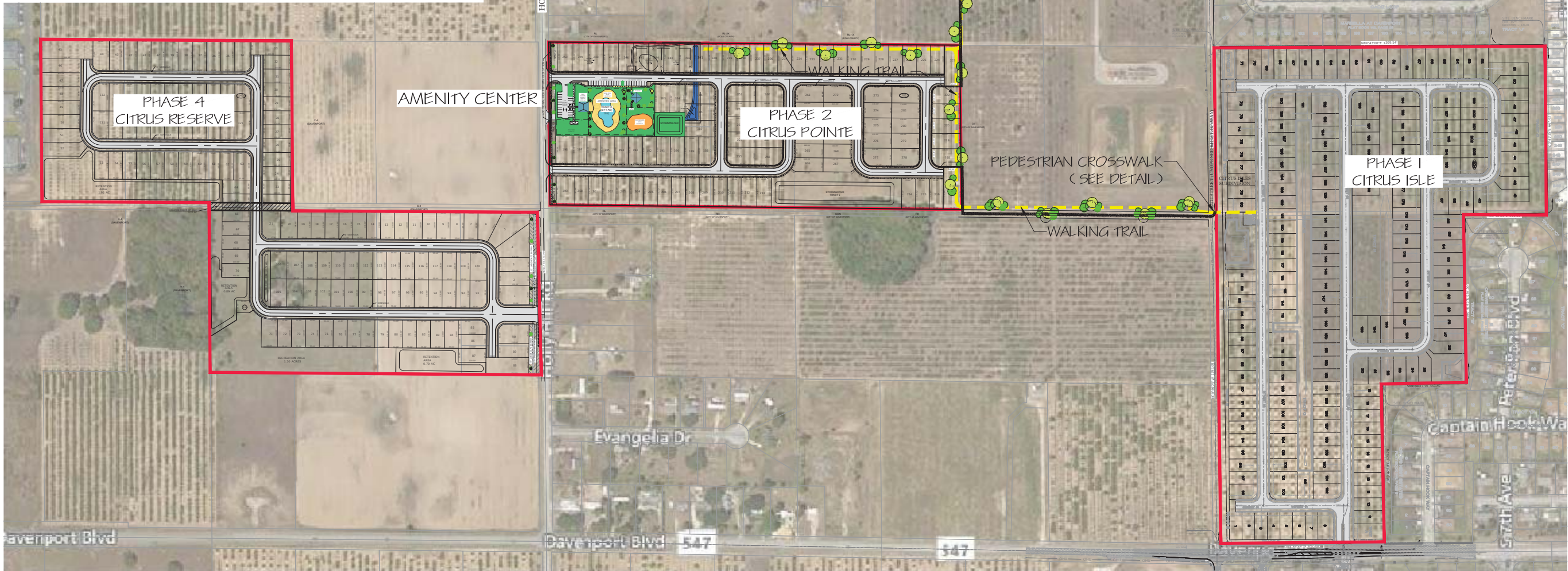
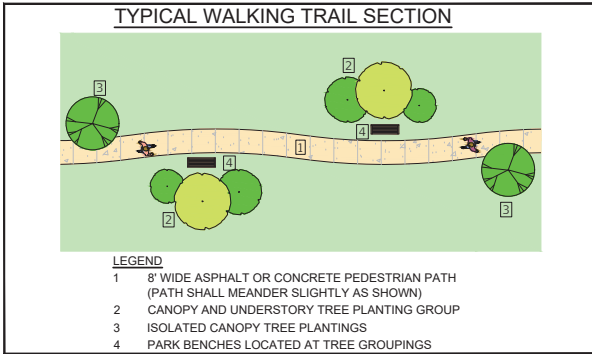
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport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

\*\*Street Lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.



HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
CITY OF DAVENPORT



REVISIONS	NO.	DATE

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

**Dennis Wood Engineering**

1925 BARTOW ROAD  
LAKELAND, FL 33801

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

HOLLY HILL ROAD EAST  
CDD  
CITY OF DAVENPORT  
POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

DENNIS L. WOOD, P.E. #17646

DATE

OVERALL  
CDD PLAN

EXHIBIT  
9



## **Exhibit B – Legal Description of Assessment Area 4**

### **CITRUS RESERVE CDD LEGAL DESCRIPTION**

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.**

#### **TOGETHER WITH**

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 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.**

**PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.**

**CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS**

# SECTION E

This instrument was prepared by and  
upon recording should be returned to:

Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**DECLARATION OF CONSENT TO JURISDICTION OF  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS (ASSESSMENT AREA 4)**

**TAMKNIGHT, LLC**, a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** (“Assessment Area 4”), attached hereto, located within the boundaries of the Holly Hill Road East Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after July 10, 2017, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City of Davenport, Florida (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 814, as amended by Ordinance No. 841, was duly and properly adopted by the City in compliance with all applicable requirements of law; (c) Ordinance No. 814, amended by Ordinance No. 841, was further amended by Ordinance No. 864, and (d) the members of the Board of Supervisors of the District (the “Board”) were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken including this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Assessment Area 4 Special Assessments”) imposed by, but not limited to, Resolutions 2018-06, 2018-07, 2018-10, 2019-05, 2019-06, 2019-09, and 2020-21 (collectively, the “Assessment Resolutions”) duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law (including Executive Order 20-69, dated March 20, 2020, as amended and extended, issued by Governor Ron DeSantis), that the District has taken all action necessary to levy and impose the Assessment Area 4 Special Assessments, and the Assessment Area 4 Special Assessments are legal, valid and binding first liens upon the Landowner Lands co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Assessment Area 4 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Assessment Area 4 Special Assessments in full at any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area 4 Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area 4 Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Holly Hill Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) (the "Assessment Area 4 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area 4 Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area 4 Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area 4 Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agree that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Assessment Area 4 Special Assessments collected by mailed notice of the District, such unpaid Assessment Area 4 Special Assessments and future Assessment Area 4 Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: (a) Executive Order 20-69 dated March 20, 2020, as amended and extended, issued by Governor Ron DeSantis ("Executive Order") and (b) any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Assessment Area 4 Special Assessments or the Assessment Area 4 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Assessment Area 4 Special Assessments is available from the District Manager (Governmental Management Services Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LANDOWNER LANDS, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LANDOWNER LANDS IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH



PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

{Signature Page to Follow}

EFFECTIVE THIS 25<sup>th</sup> day of August, 2020.

WITNESSES:

**TAMKNIGHT, LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Jeffrey Knight, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Jeffrey Knight, as Manager of TamKnight, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT A – ASSESSMENT AREA 4 LANDS**  
**CITRUS RESERVE**  
**CDD LEGAL DESCRIPTION**

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 BEGINNING**.

**PROPERTY DESCRIBED CONTAINING 14.61 ACRES, MORE OR LESS.**

**TOGETHER WITH**

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.**

**PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.**

**CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS**

## SECTION VI

## **RESOLUTION 2020-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA 4 PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE ASSESSMENT AREA 4 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2020 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notices and public hearings, Resolutions 2018-10 and 2019-09, relating to the imposition, levy, collection and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolutions 2018-10 and 2019-09, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

**WHEREAS**, on July 22, 2020, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$3,325,000 of its Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) (the “**Assessment Area 4 Bonds**”); and

**WHEREAS**, pursuant to and consistent with Resolutions 2018-10 and 2019-09, the District desires to set forth the particular terms of the sale of the Assessment Area 4 Bonds and to confirm the liens of the levy of special assessments securing the Assessment Area 4 Bonds.

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolutions 2018-10 and 2019-09.

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

(a) On May 16, 2018, and February 20, 2019, the District, after due notice and public hearing, adopted Resolution 2018-10 and Resolution 2019-09, both of which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Third Amended and Restated Engineer's Report for Capital Improvements*, dated June 10, 2020 (the "**Engineer's Report**"), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for Phase 4 ("**Assessment Area 4 Project**"), to be financed all or in part with the Assessment Area 4 Bonds (the "**Improvements**"), and indicates the estimated costs of the Assessment Area 4 Project as \$3,920,000. The District hereby confirms that the Assessment Area 4 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Assessment Area 4 Bonds.

(c) The *Third Amended & Restated Master Assessment Methodology Report*, dated January 31, 2019 ("**Third Master Methodology**"), as supplemented by the *Supplemental Assessment Methodology Report, Assessment Area 4*, dated July 22, 2020 ("**Third Supplemental Methodology**"), and, together with the Third Master Methodology, the "**Assessment Report**", attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Assessment Area 4 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Assessment Area 4 Bonds.

(d) The Assessment Area 4 Project will specially benefit certain property within the District known as Phase 4 ("**Assessment Area 4**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area 4 Project financed with the Assessment Area 4 Bonds to the specially benefited properties within the District as set forth in Resolutions 2018-10 and 2019-09, and this Resolution.

**SECTION 3. SETTING FORTH THE TERMS OF THE ASSESSMENT AREA 4 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR ASSESSMENT AREA 4 BONDS.** As provided in Resolutions 2018-10 and 2019-09, this Resolution is intended

to set forth the terms of the Assessment Area 4 Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Assessment Area 4 Bonds, in a par amount of \$3,325,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Assessment Area 4 Bonds shall be due on November 1, 2051. The estimated sources and uses of funds of the Assessment Area 4 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Assessment Area 4 Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Assessment Area 4 Bonds on Assessment Area 4 (the “**Series 2020 Assessments**”), shall be the principal amount due on the Assessment Area 4 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Assessment Area 4 Bonds are secured solely by the Assessment Area 4 Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Assessment Area 4.

#### **SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE ASSESSMENT AREA 4 BONDS; ADDRESSING COLLECTION OF THE SAME.**

(a) The special assessments for the Assessment Area 4 Bonds shall be allocated in accordance with Composite Exhibit B, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Third Supplemental Methodology is consistent with the District’s Third Master Methodology. The Third Supplemental Methodology, considered herein, reflects the actual terms of the issuance of the District’s Assessment Area 4 Bonds. The estimated costs of collection of the special assessments for the Assessment Area 4 Bonds are as set forth in the Third Supplemental Methodology.

(b) The lien of the special assessments securing the Assessment Area 4 Bonds includes all property within Assessment Area 4, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2021/2022, begin annual collection of special assessments for the Assessment Area 4 Bonds debt service payments due starting November 1, 2020, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on Exhibit F for Assessment Area 4. The Assessment Area 4 Bonds include an amount for capitalized interest through May 1, 2021.

(d) The Series 2020 Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Series 2020 Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually



issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Series 2020 Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Series 2020 Assessments may prepay the entire remaining balance of the Series 2020 Assessments at any time, or a portion of the remaining balance of the Series 2020 Assessments one time if there is also paid, in addition to the prepaid principal balance of the Series 2020 Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Series 2020 Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Series 2020 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Series 2020 Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2020 Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2020 Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

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

(a) Pursuant to Resolutions 2018-10 and 2019-09, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Assessment Area 4 Bonds shall be allocated as set forth in Resolutions 2018-10 and 2019-09, this Resolution, and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$3,325,000 in Series 2020 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report.

The District shall apply all True-Up payments related to the Assessment Area 4 Bonds only to the credit of the Assessment Area 4 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

**SECTION 6. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolutions 2018-10 and 2019-09, both of which remain in full force and effect. This Resolution and Resolutions 2018-10 and 2019-09 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 8. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a Notice of Series 2020 Special Assessments securing the Assessment Area 4 Bonds, in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 9. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

*[Signature page on following page]*

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of August, 2020.

ATTEST:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** *Third Amended and Restated Engineer's Report for Capital Improvements*, dated June 10, 2020  
**Comp. Exhibit B:** *Third Amended & Restated Master Assessment Methodology Report*, dated January 31, 2019, as supplemented by the *Supplemental Assessment Methodology Report, Assessment Area 4*, dated May 20, 2020  
**Exhibit C:** Legal Description of Assessment Area 4  
**Exhibit D:** Maturities and Coupons of Assessment Area 4 Bonds  
**Exhibit E:** Sources and Uses of Funds for Assessment Area 4 Bonds  
**Exhibit F:** Debt Service for Assessment Area 4 Bonds

**Exhibit A:**

*Third Amended and Restated Engineer's Report for Capital Improvements*  
dated June 10, 2020

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**THIRD 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

**June 10, 2020**

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

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2-3
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4
	Stormwater Management Facilities .....	4-5
	Public Roadways.....	5
	Water and Wastewater Facilities .....	6
	Off-site Improvements .....	7
	Amenities and Parks.....	7
	Miscellaneous .....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9-10
VIII.	REPORT MODIFICATION.....	10
IX.	CONCLUSION.....	11

## **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

**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 Nos. 841 and 864, effective March 5, 2018 and November 5, 2018. This Third Amended and Restated Engineer’s Report amends the previously adopted Engineer’s Report to reflect the change in parcel numbers in Phase 4. The land area remains the same. 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. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to 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 10<sup>th</sup> 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. All amenities and park facilities discussed in this paragraph will be available to the general public.

### **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)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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 4 (Citrus Reserve)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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

**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

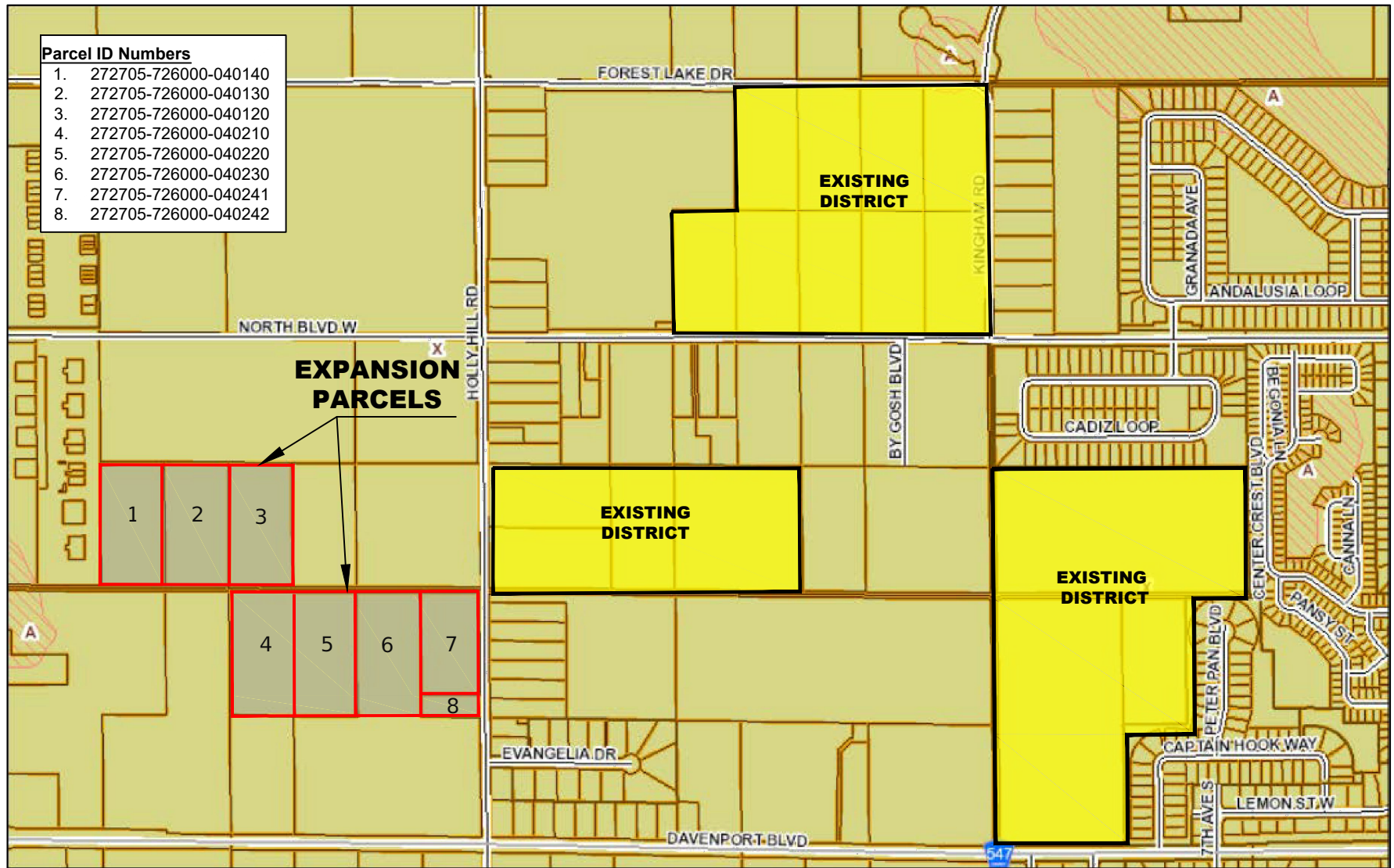
It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at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

**Parcel ID Numbers**

1. 272705-726000-040140
2. 272705-726000-040130
3. 272705-726000-040120
4. 272705-726000-040210
5. 272705-726000-040220
6. 272705-726000-040230
7. 272705-726000-040241
8. 272705-726000-040242



1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.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 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



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@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, 7, AND 8

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.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 3  
EXPANSION PARCELS 4-8  
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 100-108, 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  $\frac{1}{4}$  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 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.



1925 BARTOW ROAD • LAKELAND, FL 33801

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

EMAIL: INFO@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.

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 OFFICAL 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 SOUH 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

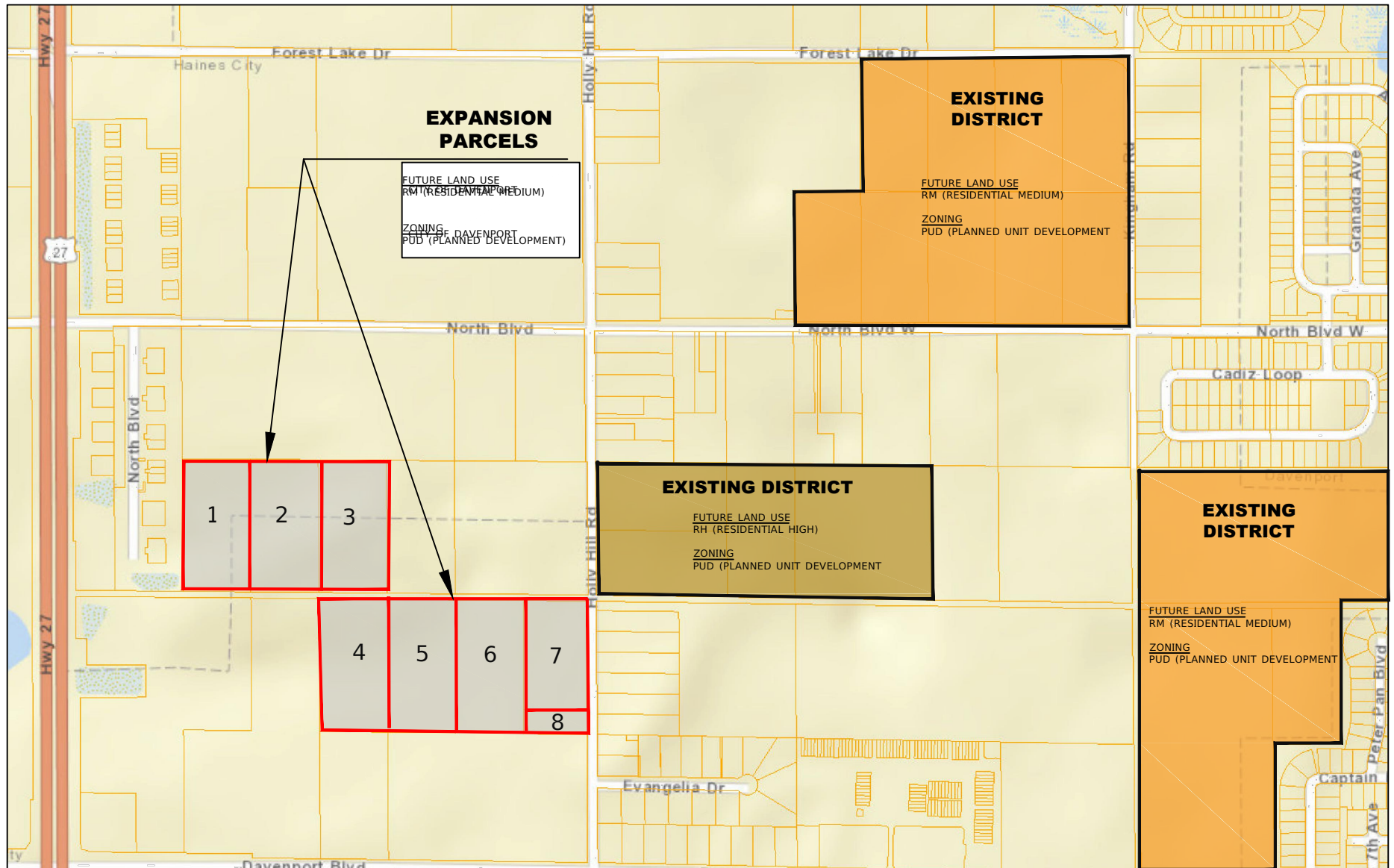
ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 4  
OVERALL LEGAL  
LEGAL DESCRIPTION  
(NOT A SURVEY)



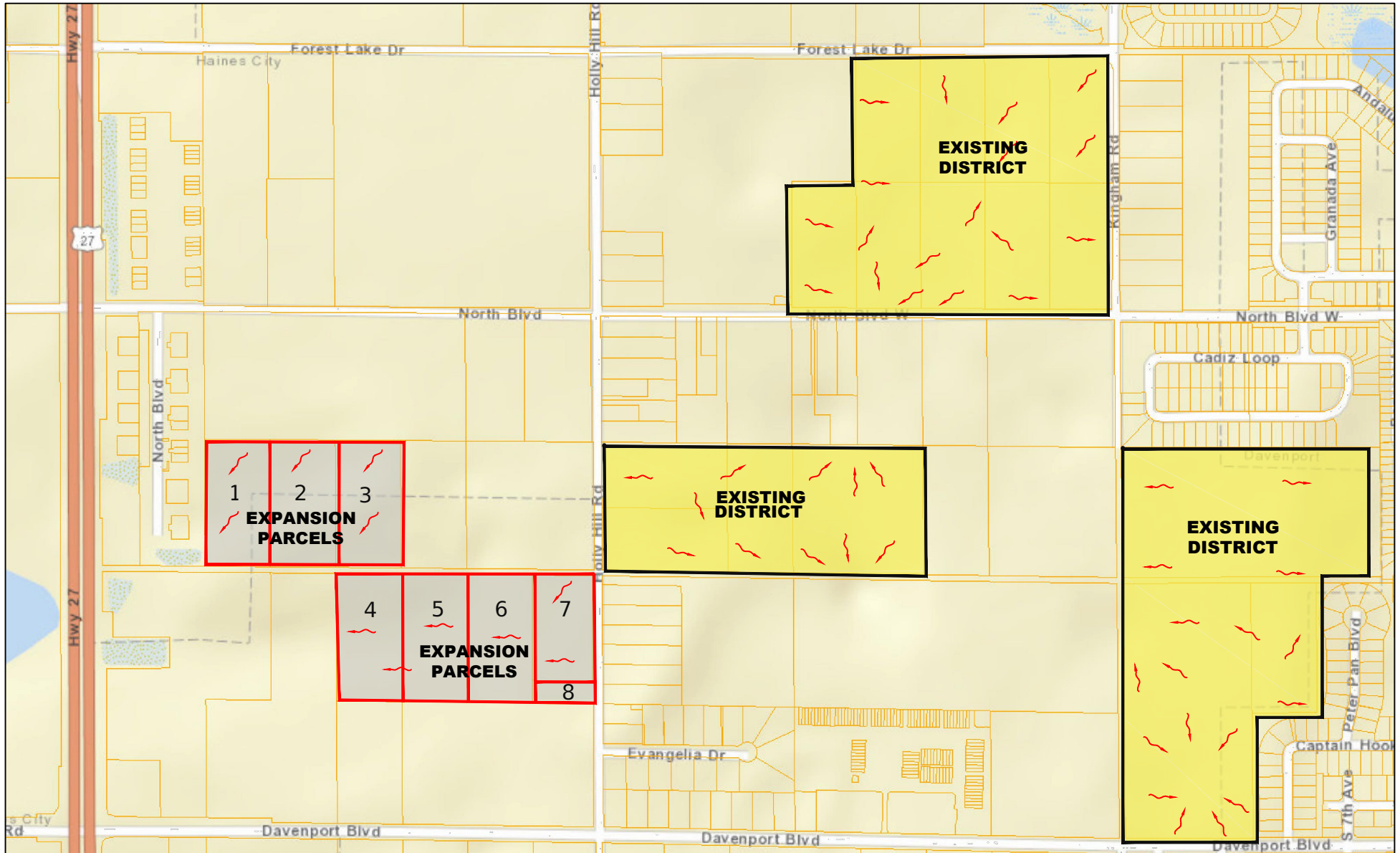


1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

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



NO  
SCALE



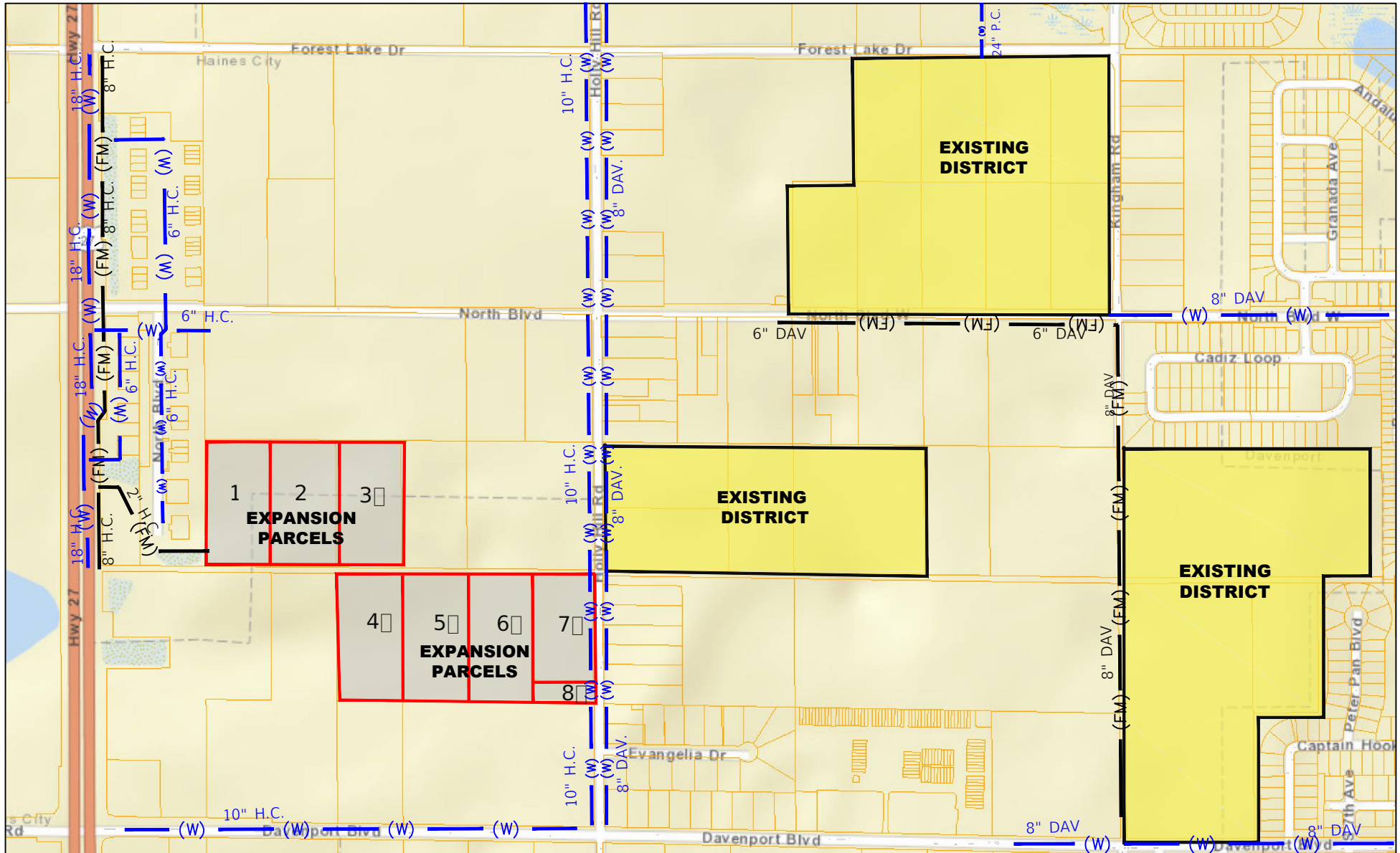
1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

LEGEND

~ ~ ~ FLOW DIRECTION

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





1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

#### 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





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

<b><u>Number of Lots</u></b>	<b><u>204</u></b>	<b><u>100</u></b>	<b><u>182</u></b>	<b><u>142</u></b>	<b><u>628</u></b>
<b><u>Infrastructure</u></b> <sup>(3)(6)(10)</sup>	<b><u>Phase 1</u></b> <b><u>Constructed</u></b>	<b><u>Phase 2</u></b> <b><u>2018</u></b>	<b><u>Phase 3</u></b> <b><u>2019</u></b>	<b><u>Phase 4</u></b> <b><u>2020</u></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(1)(5)(7)</sup>	\$ 120,000	\$ 125,000	\$ 180,000	\$ 125,000	\$ 550,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$ 2,427,600	\$ 1,190,000	\$ 2,165,800	\$ 1,700,000	\$ 7,483,400
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)</sup>	\$ 1,142,400	\$ 560,000	\$ 1,019,200	\$ 800,000	\$ 3,521,600
Roadway <sup>(1)(4)(5)(7)</sup>	\$ 882,300	\$ 432,500	\$ 787,150	\$ 615,000	\$ 2,716,950
Entry Feature & Signage <sup>(1)(7)(8)</sup>	\$ 100,000	\$ 170,000	\$ 365,000	\$ 280,000	\$ 915,000
Parks and Amenities <sup>(1)(7)</sup>	\$ 404,963	\$ 210,000	\$ 382,200	\$ 250,000	\$ 1,247,163
Contingency	\$ 200,000	\$ 105,000	\$ 191,000	\$ 150,000	\$ 646,000
<b>TOTAL</b>	<b>\$ 5,277,263</b>	<b>\$ 2,792,500</b>	<b>\$ 5,090,350</b>	<b>\$ 3,920,000</b>	<b>\$ 17,080,113</b>

**Notes:**

1. Infrastructure consists of roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
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. All financed improvements will be on land owned by the District or another governmental entity or for which such governmental entity has a permanent easement.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only Undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.
10. Estimates based on Master Infrastructure to support development of 628 lots.

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

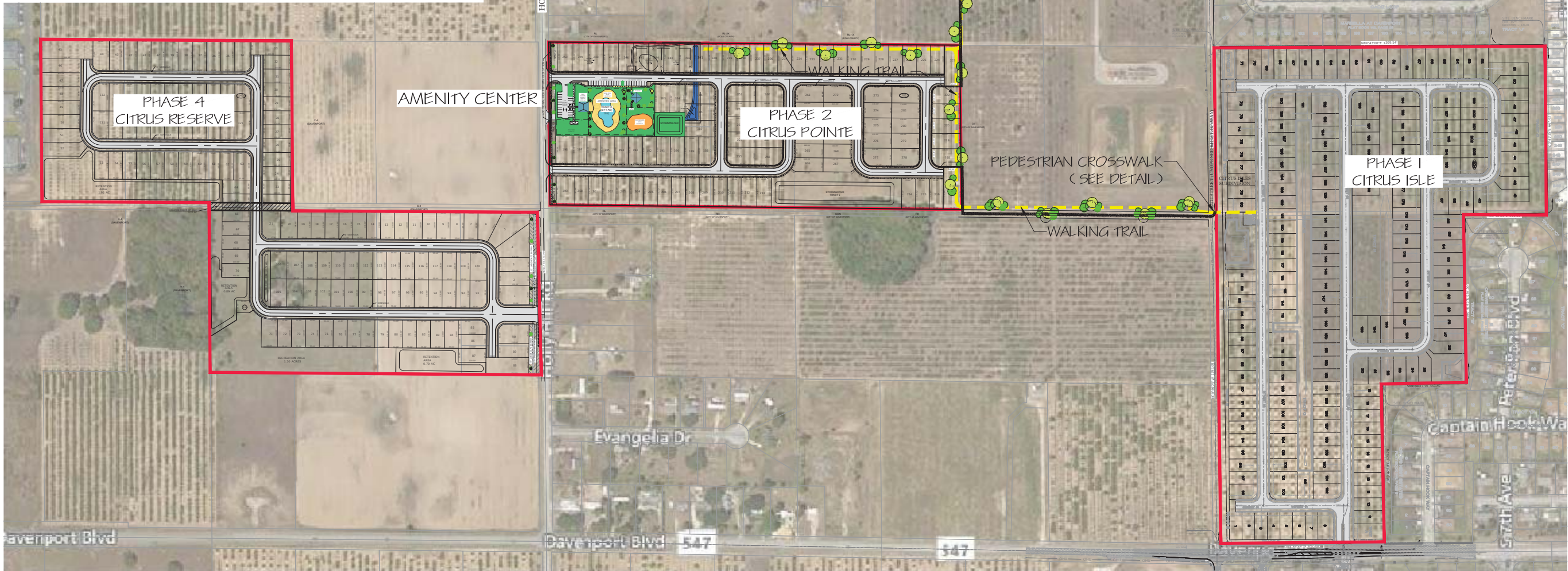
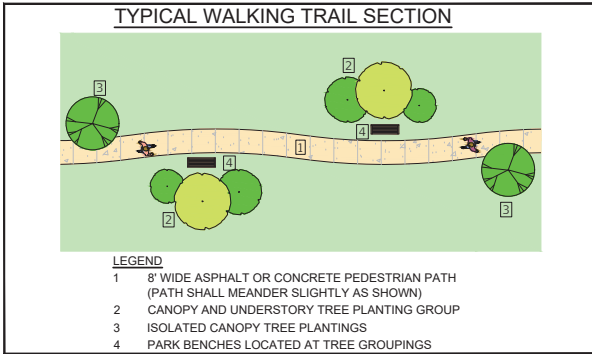
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport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

\*\*Street Lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.



HOLLY HILL ROAD EAST - COMMUNITY DEVELOPMENT DISTRICT  
CITY OF DAVENPORT



REVISIONS	NO.	DATE

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

**Dennis Wood Engineering**  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
EMAIL: denniswoodengineering@gmail.com

HOLLY HILL ROAD EAST  
CDD  
CITY OF DAVENPORT  
POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

DENNIS L. WOOD, P.E. #17646

DATE

OVERALL  
CDD PLAN

EXHIBIT  
9

NOT TO SCALE



**Comp. Exhibit B:**

*Third Amended & Restated Master Assessment Methodology Report*, dated January 31, 2019,  
as supplemented by the *Supplemental Assessment Methodology Report, Assessment Area 4*,  
dated May 20, 2020



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

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

January 31, 2019

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



---

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

January 31, 2019

---

**1.0 Introduction**

**1.1 Purpose**

This "Third Amended & Restated Master Assessment Methodology" dated January 31, 2019 ("Third Methodology"), effectively amends and restates the District's "Second Amended & Restated Master Assessment Methodology" dated December 19, 2018 ("Second Methodology"); the "Amended & Restated Master Assessment Methodology" dated March 31, 2018 ("Methodology") and the "Master Assessment Methodology Report," dated September 20, 2017 ("Adopted Methodology") in order to reflect changes to parcel identification numbers associated with the amendment to the District's boundaries to include additional acres and associated infrastructure improvements not included in the Second Methodology, Adopted Methodology and Methodology. The Third 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 Third 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 Third 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>
<b>Total Cost of Improved Land per Acre</b>	<b>\$183,371</b>
Est. Avg. Value of Finished Home and Lot	\$200,000
Value of Lot @ 25%	\$50,000
Density/Assessable Acre	4.32
<b>Est. Value of Finished Lots/Land per Acre</b>	<b><u>\$216,134</u></b>
<b>Net Benefit per Acre from CDD Improvements</b>	<b>\$32,763</b>

\*Average of the 2018 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; as amended by the Third Amended and Restated Master Engineer's Report, dated January 23, 2019 (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 Third Methodology.

[ balance of page intentionally left blank]

### 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 Third Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Third 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>
	<b>Subtotal, Phase 1</b>	<b><u>43.66</u></b>	<b><u>\$7,115,000</u></b>	<b><u>\$585,859</u></b>
2	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
	<b>Subtotal, Phase 2</b>	<b><u>21.92</u></b>	<b><u>\$3,875,000</u></b>	<b><u>\$319,073</u></b>
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
	<b>Subtotal, Phase 3</b>	<b><u>44.58</u></b>	<b><u>\$6,845,000</u></b>	<b><u>\$563,626</u></b>
4	272705726000040140	5.06	\$767,067	\$63,161
4	272705726000040130	5.07	\$768,584	\$63,286
4	272705726000040120	5.07	\$768,584	\$63,286
4	272705726000040210	4.99	\$757,704	\$62,390
4	272705726000040220	5.00	\$759,222	\$62,515
4	272705726000040230	5.00	\$759,222	\$62,515
4	272705726000040241	3.92	\$594,079	\$48,917
4	272705726000040242	1.03	\$155,539	\$12,807
	<b>Subtotal, Phase 4</b>	<b><u>35.12</u></b>	<b><u>\$5,330,000</u></b>	<b><u>\$438,879</u></b>
	<b>Grand Totals</b>	<b><u>145.28</u></b>	<b><u>\$23,165,000</u></b>	<b><u>\$1,907,437</u></b>

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

## EXHIBIT A – Legal Description

### 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 100-108, 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 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.

## 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 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  
 THIRD 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
<b>Total</b>			<b>628</b>

APPENDIX TABLE 2  
HOLLY HILL ROAD EAST CDD  
CIP COST ESTIMATES  
THIRD 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>
<b>Total</b>	<b>\$5,277,263</b>	<b>\$2,792,500</b>	<b>\$5,090,350</b>	<b>\$3,920,000</b>	<b>\$17,080,113</b>

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

<u>Bond Fund</u>	<u>Phase 1 Bonds Value</u> (1)	<u>Phase 2 Bonds Value</u> (1)	<u>Phase 3 Bonds Value</u> (1)	<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>
<b>Total Bonds Principal</b>	<b>\$7,115,000</b>	<b>\$3,875,000</b>	<b>\$6,845,000</b>	<b>\$5,330,000</b>	<b>\$23,165,000</b>
 <b><u>Bonds Details</u></b>					
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  
THIRD 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	<u>142</u>	<u>\$5,330,000</u>	\$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	<u>142</u>	\$408,158	\$2,874	<u>\$438,879</u>	\$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.



# SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT, ASSESSMENT AREA 4

## HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

July 2020

Prepared for:

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

Prepared on July 22, 2020

PFM Financial Advisors LLC  
12051 Corporate Boulevard  
Orlando, FL 32817



---

**SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT,  
SERIES 2020 BONDS (ASSESSMENT AREA 4)  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

July 22, 2020

---

**1.0 Introduction**

**1.1 Purpose**

This Supplemental Assessment Methodology Report, Assessment Area 4, dated July 22, 2020 ("Supplemental Methodology") provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Holly Hill Road East Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Supplemental Methodology operates pursuant to the District's "Third Amended & Restated Master Assessment Methodology Report" dated January 31, 2019 ("Third Master Methodology"), which effectively amended and restated the District's "Second Amended & Restated Master Assessment Methodology Report" dated December 19, 2018 ("Second Master Methodology"), which effectively amended and restated the District's "Amended & Restated Master Assessment Methodology Report" dated March 21, 2018 ("Master Methodology"), which effectively amended and restated the District's "Master Assessment Methodology Report," dated September 20, 2017 ("Original Master Methodology") in order to reflect an amendment to the District's boundaries to include additional acres and associated infrastructure improvements not included in the Original Methodology. The Supplemental Methodology applied herein has two goals: (1) identifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) reasonably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District has implemented 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 (the "Board"). These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Supplemental 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. Phase 4 ("Assessment Area 4") is comprised of approximately 33.76 acres as described in Exhibit "A", attached herein.

The District previously issued its Series 2017 Special Assessment Bonds to fund infrastructure specially benefitting Phase 1 within the District. The District also previously issued its Series 2018 Special Assessment Bonds to fund infrastructure specially benefitting Phase 2 with the District. The District also previously issued its Series 2020 Special Assessment Bonds to fund infrastructure specially benefitting Phase 3 ("Assessment Area 3") within the District. The District now desires to issue the Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) (the "Assessment Area 4 Bonds" and/or "Series 2020 Bonds") to fund the infrastructure specially benefitting the properties within Assessment Area 4 (described in Exhibit "A"). The land use plan for Assessment Area 4 within the District is found in Table 1.

**Table 1. Summary of Assessment Area 4 Land Plan**

<u>Development Area</u>	<u>Number of Single-Family Lots</u>
Assessment Area 4 ("AA 4")	142

Source Wood & Associates Engineering, LLC

## 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, in our opinion, 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 not be permitted.



The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. The CIP described in the District Engineer's Report (as defined herein) enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District. Table 2 details that the benefit received by the landowners is in excess of the assessments for the lands within Assessment Area 4.

**Table 2. Assessment Area 4 Benefit Calculation**

<u>Category</u>	<u>Amount</u>
Bonds Necessary to Fund AA4 CIP	\$3,325,000
Assessable Acres within AA4	33.76
CIP Financed Cost Per Acre	\$98,490
Value of Unimproved Land/Acre*	<u>\$142,519</u>
Total Cost of Improved Land per Acre	\$241,008
Est. Avg. Value of Finished Home and Lot	\$275,000
Value of Lot @ 25%	\$68,750
Density/Gross Assessable Acre	4.21
Est. Value of Finished Lots/Land per Acre	<u>\$289,175</u>
Net Benefit per Acre from CDD Improvements	\$48,167

\*Average of the 2020 values of all assessable AA4 land provided by the Polk County Property Appraiser.

Source: PFM Financial Advisors LLC

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

In PFM Financial Advisors LLC ("PFM FA" and/or "Assessment Consultant") experience, there are two primary requirements for special assessments to be valid under Florida law. 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, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Our research suggests that only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned. Based on the information provided for this Supplemental Methodology, the special benefits received by the properties subject to the assessment at least equals or exceeds the amount of the assessments.



## 2.0 CIP Plan of Finance

### 2.1 Infrastructure Installation

The District is installing its public infrastructure and improvements on a phased basis, as outlined in more detail in the “Holly Hill Road East Community Development District Third Amended and Restated Engineer’s Report for Capital Improvements”, dated January 23, 2019 (“Engineer’s Report”), as prepared by Wood & Associates Engineering, LLC (“District Engineer”). As outlined in the Engineer’s Report, the District plans to acquire or construct the public infrastructure necessary to serve the lands within Assessment Area 4. The District infrastructure and improvements for Assessment Area 4 are designed to serve and specially benefit the lands within Assessment Area 4. The estimated costs for Assessment Area 4 are presented in Table 3.

**Table 3. Summary of Assessment Area 4 CIP**

<u>Infrastructure Component</u>	<u>Est. Costs, AA 4</u>
Offsite Improvements	\$125,000
Stormwater Management	\$1,700,000
Utilities (Water, Sewer, & Street Lighting)	\$800,000
Roadways	\$615,000
Entry Features & Signage	\$280,000
Parks and Amenities	\$250,000
Contingency	<u>\$150,000</u>
<b>Totals</b>	<b><u>\$3,920,000</u></b>

Source Wood & Associates Engineering, LLC

### 2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District’s Assessment Area 4 Bonds will fully or partially fund the costs of Assessment Area 4. The Assessment Area 4 Bonds will be supported by assessments imposed solely to properties located within Assessment Area 4.

The details of the Series 2020 Bonds issuance required to fund Assessment Area 4 is found in Table 4. As shown in Table 4, the Series 2020 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2020 Bonds. In addition to those typical components there is an additional item associated with an existing Series 2018 Bond Anticipation Note associated with the financing of the amenity center and its allocation to the proposed lots within Assessment Area 4.



Table 4. District Bond Financing Details, Assessment Area 4 (1)

<b><u>Sources</u></b>	
Par Amount	\$3,325,000
Original Issue Discount	(\$29,353)
<b>TOTAL</b>	<b>\$3,295,647</b>
<b><u>Uses</u></b>	
Project Fund Deposits:	
Payoff of Amenity Center Note	\$241,740
Other Fund Deposits:	
Debt Service Reserve	\$191,400
Capitalized Interest	\$87,535
Delivery Date Expenses	
Costs of Issuance	\$174,400
Underwriter's Discount	\$66,500
Other Uses of Funds:	
Construction Fund	\$2,534,072
<b>TOTAL</b>	<b>\$3,295,647</b>
<b>Net Annual Debt Service:</b>	<b>\$191,400</b>
<b>Gross Annual Debt Service (2):</b>	<b>\$205,806</b>

(1) Source: District Underwriter

(2) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

### 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 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. PFM FA 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, the Assessment Consultant has chosen to assign an ERU value of 1.0 to each single-family lot.

### 3.2 Allocation of Specific Assessments

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The details of the Series 2020 Bonds issuance required to fund the District's CIP is shown in Table 4. The principal and related assessments to secure the Assessment Area 4 Bonds will be allocated among the 142 lots planned for Assessment Area 4 within the District. The resulting bonds principal and related annual debt service assessments assigned to each lot within Assessment Area 4 is shown in the corresponding Table 5. Table 5 becomes important as the land within Assessment Area 4 is platted, as specific bond debt service assessments will be assigned to the individual Development Units (as that term is defined below) at this time.

**Table 5. Summary of Allocation of Bond Principal and Annual Debt Service**

<u>Unit Type</u>	<u>Unit Count</u>	<u>ERUs/Unit</u>	<u>Total ERUs</u>	<u>Bond Principal Allocation/Category</u>	<u>Bond Principal Allocation/Unit</u>
AA 4	142	1.00	142.00	\$3,325,000	\$23,415
<u>Unit Type</u>	<u>Bond Net Annual Assessment/ Category</u>	<u>Bond Net Annual Assessment/ Unit</u>	<u>Bond Gross Annual Assessment/ Category (1)</u>	<u>Bond Gross Annual Assessment/Unit (1)</u>	
AA 4	\$191,400	\$1,347.89	\$205,806	\$1,449.34	

Source: PFM Financial Advisors LLC

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount





### 3.3 Assignment of Specific Assessments

The Assessment Area 4 Bonds assessments for Assessment Area 4 will initially be assigned to the lands within Assessment Area 4 on an equal per acre basis. The assessments for Assessment Area 4 will 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 within an Assessment Area will be detailed in a future assessment lien roll, in accordance with the principles and allocations set forth in this Supplemental Methodology.

### 3.4 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within each Assessment Area, the District shall periodically apply a "true-up" test. Initially, the assessments securing the Assessment Area 4 Bonds shall be allocated across Assessment Area 4. This bond debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within Assessment Area 4. As property within Assessment Area 4 is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to Assessment Area 4.

For example, as outlined in Table 4, the \$3,325,000 in bonds principal will be allocated to Assessment Area 4 at the time of issuance. This \$3,325,000 in bonds principal is expected to be allocated equally to the 142 lots planned for Assessment Area 4 at the time the lots are platted. However, should it happen at the time of platting that only 141 lots have been identified in the plat, the owner of the Assessment Area 4 lands 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 gross acreage within Assessment Area 4 of the District. 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 threshold for the lands within Assessment Area 4 of the District is found in Table 6.

**Table 6. Series 2020 Bonds, Assessment Area 4 True-Up Thresholds**

<u>Category</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
AA 4 Developed Acres	16.9	25.3	30.4	33.8
AA 4 Undev. Acres	16.9	8.4	3.4	0.0
Debt per Undev. AA 4 Acre	\$98,490	\$98,490	\$98,490	\$98,490

Source: PFM Financial Advisors LLC



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

Table 7 outlines the bond principal assessment per acre for the Assessment Area 4 lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A." The assessments shall be paid in not more than thirty (30) annual installments.



Table 7. Assessment Roll Summary (AA 4)

<u>Assess Area</u>	<u>Parcel ID</u>	<u>Acres</u>	<u>Series 2020 Bonds Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Series 2020 Bonds Net Annual Assessment</u>	<u>Series 2020 Bonds Net Annual Assessment per Acre</u>	<u>Series 2020 Bonds Gross Annual Assessment (1)</u>	<u>Series 2020 Bonds Gross Annual Assessment per Acre (1)</u>
4	272705726000040140	4.86	\$478,661	\$98,490	\$27,554	\$5,669	\$29,628	\$6,096
4	272705726000040130	4.87	\$479,646	\$98,490	\$27,610	\$5,669	\$29,688	\$6,096
4	272705726000040120	4.87	\$479,646	\$98,490	\$27,610	\$5,669	\$29,688	\$6,096
4	272705726000040210	4.87	\$479,646	\$98,490	\$27,610	\$5,669	\$29,688	\$6,096
4	272705726000040220	4.86	\$478,643	\$98,490	\$27,553	\$5,669	\$29,626	\$6,096
4	272705726000040230	4.88	\$480,631	\$98,490	\$27,667	\$5,669	\$29,749	\$6,096
4	272705726000040241	3.72	\$366,382	\$98,490	\$21,090	\$5,669	\$22,678	\$6,096
4	272705726000040242	0.83	\$81,747	\$98,490	\$4,706	\$5,669	\$5,060	\$6,096
Total, AA 4		33.76	\$3,325,000		\$191,400		\$205,806	

(1) Values include the 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

Source: PFM Financial Advisors LLC



EXHIBIT "A"  
DESCRIPTION OF DISTRICT LANDS, ASSESSMENT AREA 4

ASSESSMENT AREA 4

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.



EXHIBIT "A"  
DESCRIPTION OF DISTRICT LANDS, ASSESSMENT AREA 4

ASSESSMENT AREA 4 (continued)

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.

**Exhibit C**  
**Legal Description of Assessment Area 4**

**CITRUS RESERVE  
CDD LEGAL DESCRIPTION**

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.**

**TOGETHER WITH**

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 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**.

**PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.**

**CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS**

## **Exhibit D:** Maturities and Coupons of Assessment Area 4 Bonds

### BOND SUMMARY STATISTICS

Holly Hill Road East Community Development District  
Special Assessment Bonds, Series 2020 (Assessment Area 4 Project)

Dated Date	08/25/2020
Delivery Date	08/25/2020
Last Maturity	05/01/2051
Arbitrage Yield	4.013727%
True Interest Cost (TIC)	4.176362%
Net Interest Cost (NIC)	4.107967%
All-In TIC	4.627655%
Average Coupon	3.956510%
Average Life (years)	19.034
Weighted Average Maturity (years)	18.971
Duration of Issue (years)	12.733
Par Amount	3,325,000.00
Bond Proceeds	3,295,647.30
Total Interest	2,503,960.00
Net Interest	2,599,812.70
Total Debt Service	5,828,960.00
Maximum Annual Debt Service	191,400.00
Average Annual Debt Service	189,971.54
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	97.117212

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	260,000.00	100.000	3.000%	3.241
Term 2	460,000.00	100.000	3.500%	8.303
Term 3	920,000.00	100.000	4.000%	15.955
Term 4	1,685,000.00	98.258	4.000%	26.081
	3,325,000.00			19.034

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,325,000.00	3,325,000.00	3,325,000.00
+ Accrued Interest			
+ Premium (Discount)	-29,352.70	-29,352.70	-29,352.70
- Underwriter's Discount	-66,500.00	-66,500.00	
- Cost of Issuance Expense		-174,400.00	
- Other Amounts			
Target Value	3,229,147.30	3,054,747.30	3,295,647.30
Target Date	08/25/2020	08/25/2020	08/25/2020
Yield	4.176362%	4.627655%	4.013727%



**Exhibit E:**  
**Sources and Uses of Funds for Assessment Are 3 Bonds**

SOURCES AND USES OF FUNDS

Holly Hill Road East Community Development District  
Special Assessment Bonds, Series 2020 (Assessment Area 4 Project)

Sources:

---

Bond Proceeds:	
Par Amount	3,325,000.00
Original Issue Discount	-29,352.70
	<hr/>
	3,295,647.30
	<hr/> <hr/>

Uses:

---

Project Fund Deposits:	
Payoff of Amenity Center Note	245,928.58
Other Fund Deposits:	
DSRF (MADS w/ release)	191,400.00
Capitalized Interest Fund (thru 5/1/2021)	<hr/>
	87,535.00
	278,935.00
Delivery Date Expenses:	
Cost of Issuance	174,400.00
Underwriter's Discount	<hr/>
	66,500.00
	240,900.00
Other Uses of Funds:	
Construction Fund	2,529,883.72
	<hr/>
	3,295,647.30
	<hr/> <hr/>

**Exhibit F:**  
**Annual Debt Service Payment Due on Assessment Area 4 Bonds**

BOND DEBT SERVICE

Holly Hill Road East Community Development District  
Special Assessment Bonds, Series 2020 (Assessment Area 4 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2020			23,485.00	23,485.00	23,485.00
05/01/2021			64,050.00	64,050.00	
11/01/2021			64,050.00	64,050.00	128,100.00
05/01/2022	60,000	3.000%	64,050.00	124,050.00	
11/01/2022			63,150.00	63,150.00	187,200.00
05/01/2023	65,000	3.000%	63,150.00	128,150.00	
11/01/2023			62,175.00	62,175.00	190,325.00
05/01/2024	65,000	3.000%	62,175.00	127,175.00	
11/01/2024			61,200.00	61,200.00	188,375.00
05/01/2025	70,000	3.000%	61,200.00	131,200.00	
11/01/2025			60,150.00	60,150.00	191,350.00
05/01/2026	70,000	3.500%	60,150.00	130,150.00	
11/01/2026			58,925.00	58,925.00	189,075.00
05/01/2027	70,000	3.500%	58,925.00	128,925.00	
11/01/2027			57,700.00	57,700.00	186,625.00
05/01/2028	75,000	3.500%	57,700.00	132,700.00	
11/01/2028			56,387.50	56,387.50	189,087.50
05/01/2029	80,000	3.500%	56,387.50	136,387.50	
11/01/2029			54,987.50	54,987.50	191,375.00
05/01/2030	80,000	3.500%	54,987.50	134,987.50	
11/01/2030			53,587.50	53,587.50	188,575.00
05/01/2031	85,000	3.500%	53,587.50	138,587.50	
11/01/2031			52,100.00	52,100.00	190,687.50
05/01/2032	85,000	4.000%	52,100.00	137,100.00	
11/01/2032			50,400.00	50,400.00	187,500.00
05/01/2033	90,000	4.000%	50,400.00	140,400.00	
11/01/2033			48,600.00	48,600.00	189,000.00
05/01/2034	95,000	4.000%	48,600.00	143,600.00	
11/01/2034			46,700.00	46,700.00	190,300.00
05/01/2035	100,000	4.000%	46,700.00	146,700.00	
11/01/2035			44,700.00	44,700.00	191,400.00
05/01/2036	100,000	4.000%	44,700.00	144,700.00	
11/01/2036			42,700.00	42,700.00	187,400.00
05/01/2037	105,000	4.000%	42,700.00	147,700.00	
11/01/2037			40,600.00	40,600.00	188,300.00
05/01/2038	110,000	4.000%	40,600.00	150,600.00	
11/01/2038			38,400.00	38,400.00	189,000.00
05/01/2039	115,000	4.000%	38,400.00	153,400.00	
11/01/2039			36,100.00	36,100.00	189,500.00
05/01/2040	120,000	4.000%	36,100.00	156,100.00	
11/01/2040			33,700.00	33,700.00	189,800.00
05/01/2041	125,000	4.000%	33,700.00	158,700.00	
11/01/2041			31,200.00	31,200.00	189,900.00
05/01/2042	130,000	4.000%	31,200.00	161,200.00	
11/01/2042			28,600.00	28,600.00	189,800.00
05/01/2043	135,000	4.000%	28,600.00	163,600.00	
11/01/2043			25,900.00	25,900.00	189,500.00
05/01/2044	140,000	4.000%	25,900.00	165,900.00	
11/01/2044			23,100.00	23,100.00	189,000.00
05/01/2045	145,000	4.000%	23,100.00	168,100.00	
11/01/2045			20,200.00	20,200.00	188,300.00
05/01/2046	150,000	4.000%	20,200.00	170,200.00	
11/01/2046			17,200.00	17,200.00	187,400.00
05/01/2047	160,000	4.000%	17,200.00	177,200.00	
11/01/2047			14,000.00	14,000.00	191,200.00

# BOND DEBT SERVICE

Holly Hill Road East Community Development District  
Special Assessment Bonds, Series 2020 (Assessment Area 4 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2048	165,000	4.000%	14,000.00	179,000.00	
11/01/2048			10,700.00	10,700.00	189,700.00
05/01/2049	170,000	4.000%	10,700.00	180,700.00	
11/01/2049			7,300.00	7,300.00	188,000.00
05/01/2050	180,000	4.000%	7,300.00	187,300.00	
11/01/2050			3,700.00	3,700.00	191,000.00
05/01/2051	185,000	4.000%	3,700.00	188,700.00	
11/01/2051					188,700.00
	3,325,000		2,503,960.00	5,828,960.00	5,828,960.00

## SECTION VII

# SECTION A

# PROPOSAL AND ACCEPTANCE

## ROBERTS POOL SERVICE and REPAIR, Inc.

19315 Old Lake Pickett Road, Orlando, FL 32820  
Robertspool@aol.com CPC - 041419  
Office: 407 568-1074 FAX: 407 568-7483  
Cells : Pat 407 948-6063 JP 407 948-5810

238759

Date : August 11, 2020

Proposal submitted to: Clayton Smith Work to be performed at: same

Name Holly Hill East CDD

Street Holly Hill Rd

City Davenport Fl 33837

Phone 407 201-1514

EMAIL :

[csmith@gmscfl.com](mailto:csmith@gmscfl.com)

**We hereby submit specifications and estimates for:**

### COMMERCIAL POOL MAINTENANCE AND CHEMICALS

1. Balance water chemicals
  2. Cleaning filters
  3. Brush pool as needed
  4. Vacuum pool as needed
  5. Cleaning tile
  6. Adjusting water level
  7. Clean and maintain pump room
  8. Maintain log sheets for inspections
- This proposal includes : 1 Pool

### We propose to furnish labor

Complete in accordance with above specifications for the sum of:

\$1550.00 per month for 5 day a week maintenance.

### With payment to be made as follows:

All billings to be submitted on the 1st of each month of service and are due at Net 30 days.

Authorized Signature Patricia C. Buchanan

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_ days.

This contract is ongoing and requires a 30 day cancellation notice by either party to terminate.  
No visits will be made on public holidays in effort to allow our employees to enjoy these family days. If your pool is missed on one of these days, extraordinary effort will be taken on the previous visit to assure that the pool will remain in good condition during the extended period.

### Acceptance of Proposal

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

Authorized Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

***Serving Central Florida since 1977***

## SECTION B

# RESORT POOL SERVICES

14525 JOHNS LAKE ROAD

CLERMONT

FL 34711

321 689 6210

08/05/2020

## POOL SERVICE QUOTE FOR CITRUS POINTE

Thank you for the opportunity to bid for pool service at Citrus Pointe

Pool service and fountain at pool 3 x per week and 4 times a week between memorial day and labor day (Sunday being the 4<sup>th</sup> day) \$1350 Per Month

**Please take into consideration when reviewing other quotes:** Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level they have set the pumps at. The computer removes the guess work from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

Chlorine will be delivered to the site and the computers will add the chemicals as needed 24 hours a day. Please take this into consideration when looking at other bids you may obtain.

Resort Pool Service only service Commercial Hotel pools and HOA Pools, we are experienced in dealing with these types of pools and provide excellent service. We also offer a full repair service for any aspect of the pool, spa and heaters including resurface work.

Resort Pool Services is fully insured, and all staff are CPO qualified and covered by workers compensation. All CPO licenses can be provided and would also be on site should we be your successful candidate.



**POOL CLEANING DUTIES.**

Test pool water on each visit and adjust Chlorine and PH levels if required.

Vacuum or net pool on each visit. Brush walls and floor as required.

Backwash sand filters to maintain flow required by Health Dept.

Report any faults in pool equipment to the Engineering and once approved carry out repairs.

Clean tile as required.

Maintain computers

Blow off deck

Straighten pool furniture

Pick up trash within pool area

We would be pleased to supply names of any of the Managers from the 100 pools we service if you require a reference for our company.

Current staff of 11 Pool Technicians all licensed, insured and covered by Workers Compensation.

All CPO licensed. We provide top quality service for top quality properties.

We look forward to working with you to provide a safe swimming experience for your residents.

Yours sincerely

Simon McDonnell  
Resort Pool Services

## SECTION VIII

# SECTION A

*Item will be  
provided under  
separate cover.*

## SECTION B



Landscape Maintenance Services Proposal

prepared for

# Holly Hill Road East CDD

Aug 10, 2020



**YELLOWSTONE**  
LANDSCAPE



Aug 10, 2020

Clayton Smith  
Field Manager  
Government Management Services  
135 W. Central Blvd  
Orlando, Florida 32801

Re: Landscape Maintenance Services Proposal for Holly Hill Road East CDD

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for Holly Hill Road East CDD. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60 and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **About Us:** Information about our company's qualifications, capabilities and values.
- **References:** A selected listing of clients with landscape service needs similar in scope to yours. Please reach out to them with any questions you have about working with us.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,  
Pete Wittman, *Business Development Manager*  
Yellowstone Landscape  
407-319-8298  
pwittman@yellowstonelandscape.com

# STARTUP PLAN



This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

## First 30 Days

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

## Days 30-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our “Approach to Services” and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Continue bed separation in all planting beds



- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve “curb appeal” in high profile areas

## **Days 60-90**

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging

# HOLLY HILL ROAD EAST CDD LANDSCAPE SCOPE OF WORK

## ***THE RIGHT PLANT, THE RIGHT PLACE. THE RIGHT FERTILIZER, THE RIGHT WATER.***

*The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.*

### **GENERAL SERVICES**

#### **A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### **1. Mowing**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1<sup>st</sup> through September 30<sup>th</sup> and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD. Ponds will be mowed at least 19 times per year.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height between 3.5" to 5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower discharging clippings away from the water.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.

##### **2. Edging**

Beds, sidewalks, curbs, concrete slabs, tree saucers and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

### 3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

### 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

### 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.
- c. Pruning of trees up to a height of 8 feet is included in the scope of the work. If pruning is required above the height of 8 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.

- Improve visibility in parking lots and around entries.
  - d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
  - e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
  - f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
  - g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year.
  - h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
  - i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.
2. Weed Control
- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
  - b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## C. General

### 1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site. ~~Contractor will also empty the 12 dog Stations throughout property weekly. Contractor will ensure waste is removed and bag dispenser is full each week.~~

## 2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a monthly written report in a form approved by the CDD representative which details all aspects of the previous week's maintenance activities.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5<sup>th</sup> of each month electronically, via U.S. mail or in person.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

## 3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel ~~a minimum 3 days per week~~ between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

## SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE

### A. Application Schedule

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

### B. Application Requirements

#### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### 3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.



#### 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

### **SCHEDULE "B" – TURF CARE PROGRAM - BAHIA**

#### **A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

#### **B. Application Requirements**

##### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

##### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

##### 3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

#### 4. Warranty

Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

### SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

#### A. Application Schedule

<u>Month</u>	<u>Application</u>
March/April:	Insect/disease control/fertilization.
May/June:	Insect/disease control as needed.
July/August:	Minor nutrient blend with insect/disease control.
October:	disease control as needed
December:	Insect/disease control/fertilization as needed

#### B. Application Requirements

##### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

##### 2. Insect/Disease Control



- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
  - b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
  - c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
  - d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
  - e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.
3. Specialty Palms
- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
  - b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.
4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

#### **SCHEDULE "D" – ADDITIONAL SERVICES – Not Part of Landscape Maintenance contract**

**Note: Additional services work is not to be considered as part of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management will request proposals, and work is to be completed according to this scope, or as CDD Management agrees. Contractor should and is expected recommend when they believe these services should be carried out.**

##### **A. Bedding Plants**

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

##### **1. Schedule**

- a. Annual changes, if any, will be completed as an additional service at the request of management. A standard yearly rotation includes but is not limited to: All flower beds on the

property including twelve (12) urns will be changed out four (4) times per year during the months of January, April, July and October.

- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from the CDD representative before installation.

## 2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

## 3. Maintenance

- a. Flower beds unique to The CDD will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in annual beds.
- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

## 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

## **B. Bed Dressing**

### **1. Schedule**

- a. Bed dressing will be carried out when CDD management dictates. Proposals will be requested based on need and/or budget. Mulch will be priced "per yard".
- b. Application will be completed within a three week time period.

### **2. Installation**

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

## **C. Palm Trimming**

### **1. Schedule**

- a. Palm trimming of palms exceeding 12' will be an extra service. Contractor will provide a proposal on request by CDD management. Contractor can also provide an annual palm trimming price outside of the contracted amount. Palm trimming can be done according to the following guidelines or as decided by CDD Management.
  2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' CT will be trimmed up to two times per year in June and December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.
  3. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
  4. Washingtonia palms in excess of 12' CT will be trimmed up to two times per year in the months of February and August as needed.
  5. All palms other than Washingtonia, in excess 12' CT will be trimmed up to once per year in the month of August.
  6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
  7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of the CDD representative.
  8. When trimming, cut the frond close to the trunk without leaving "stubs"

## SCHEDULE “E” – IRRIGATION MAINTENANCE

### A. Frequency of Service

- a. Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

### B. Specifications

- a. Activate each zone of the system.
- b. Visually check for any damaged heads or heads needing repair.
- c. Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- d. Clean filters located at each zone valve monthly if applicable.
- e. Clean, straighten or adjust any heads not functioning properly.
- f. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- g. Report any valve or valve box that may be damaged in any way.
- h. Leave areas in which repairs or adjustments are made free of debris.
- i. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- j. Contractor will provide a written report of the findings by zone.

### C. Qualifying Statements

#### 1. Repairs

- a. Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- b. Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

#### 2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.
- b. When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

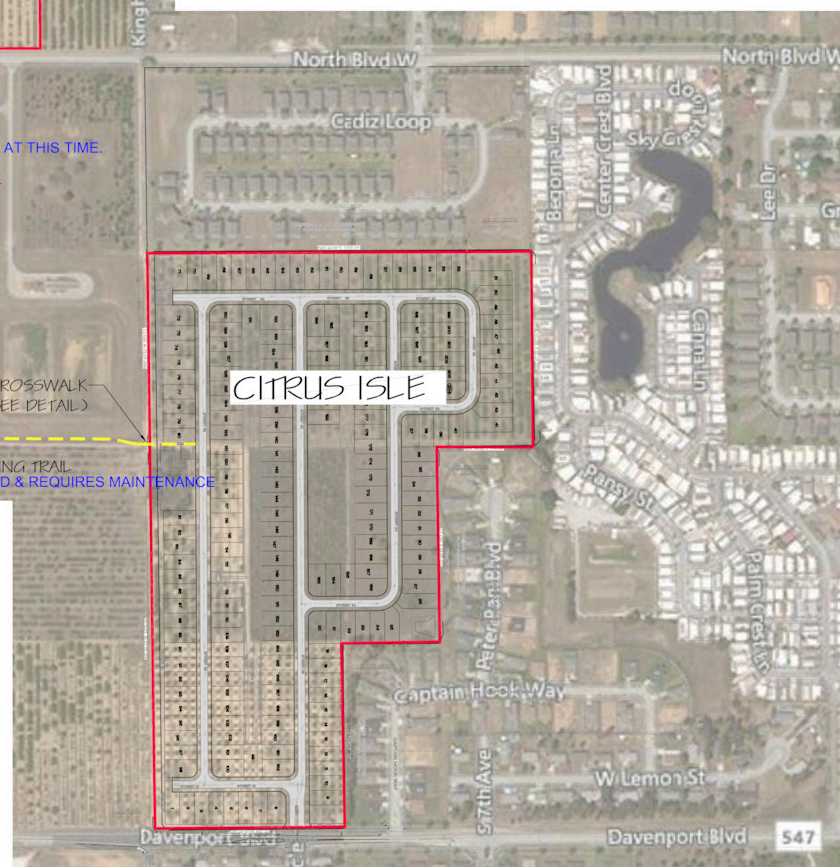
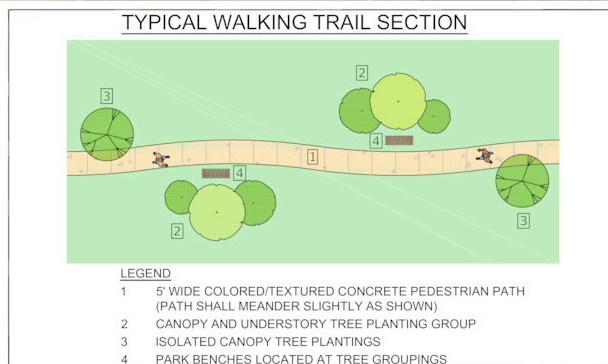
#### 3. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

#### 4. Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
9. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

**North 1" = 200'**



SHT 1	OVERALL CDD PLAN	NOT VALID WITHOUT SEAL		OFFICE (883) 342-2340 (883) 342-2346 CELL (883) 662-2010	DATE	NO.	REVISIONS
		DENNIS L. WOOD, P.E. #17648 DATE					





12) = CURVE - SEE CURVE DATA  
 & = AND  
 CEN = CENTERLINE  
 (RAD) = RADIAL  
 (NR) = NON-RADIAL  
 NO./# = NUMBER  
 I.D. = IDENTIFICATION  
 O.R. = OFFICIAL RECORDS  
 PB = PLAT BOOK  
 PG = PAGE  
 PGS = PAGES  
 PK = PARKER KALON NAIL  
 TEM = TEMPORARY EMERGENCY MANAGEMENT  
 (F) = INFORMATION AS MEASURED BETWEEN  
 (L) = INFORMATION PER LEGAL DESCRIPTION  
 (CALC) = INFORMATION CALCULATED FROM  
 R/W = RIGHT-OF-WAY  
 CONC = CONCRETE  
 D/A = DIRECTIONAL ANGLE (DELTA)  
 R = RADIUS  
 L = ARC LENGTH  
 T = TANGENT LENGTH  
 CH = CHORD DISTANCE  
 CB = CHORD BEARING  
 ± = MORE OR LESS / PLUS OR MINUS  
 NED = NAIL AND DISK

***CITRUS POINTE***

**A REPLAT OF A PORTION OF TRACTS 12-16, FLORIDA DEVELOPMENT COMPANY  
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60  
THRU 63 IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE  
27 EAST, CITY OF DAVENPORT, POLK COUNTY, STATE OF FLORIDA**

**SURVEYOR'S NOTES:**

- BEARINGS BASED ON THE EAST-ROOST-BAY LINE OF HOLLY HILL ROAD HAVING A BEARING OF NORTH 07°29'37" WEST REFINED FIELD MONUMENTATION.
2. ALL ACCESS ROADS TO THE PROPERTY ARE LOCATED AT THE CORNER POINTS OF THE PROPERTY AND CHANGES OF DIRECTION OF THE LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PAVEMENT OR IMPROVEMENT SHALL BE CONSIDERED AS PART OF THE MONUMENTATION.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
- P.C.P.'S SET IN AN PREVIOUS SURVEY ARE A PIN-NAIL AND LONG "R-8138" - UNLESS OTHERWISE NOTED.
- LARGES ARE EVIDENCE OF THE REMAINING REMAINS OF THE PROPERTY AND SHALL BE SUBJECT TO FUTURE STANDING OR NON-STANDING OF THE PROPERTY AND SHALL BE SUBJECT TO FUTURE STANDING OR NON-STANDING OF THE PROPERTY.
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION (MOWING) IN THE RETENTION AREAS AND ADJACENT AREAS TO THE PROPERTY.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE ACQUISITION FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY FACILITIES IN ACCORDANCE WITH FLORIDA STATUTE 71.091 (28).
- THE PLATTED LARGES ARE LOCATED WITHIN THE AREA ACCORDING TO THE FLOOD INSURANCE MAP FOR POLK COUNTY, FLORIDA, COMBINATION FORM NO. 1, EFFECTIVE DATE 1960 AND ARE REFERENCED TO POLK COUNTY CONTROL POINT NOS 1594 AND 1595.
- THE COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE 19N, DATUM OF 1983, AND ARE BASED ON THE COORDINATES OF 1980 AND ARE REFERENCED TO POLK COUNTY CONTROL POINT NOS 1594 AND 1595.
- ELEVATIONS SHOWN HEREON ARE BASED ON POLK COUNTY BENCHMARK FORTRESS-01, BEING A RAISED SPIKE IN A WOODEN POST, LOCATED AT THE INTERSECTION OF THE HIGHWAY AND THE RAILROAD TRACKS IN A NEARBY GEODETIC HEADQUARTERS OF 1960 (1960).
- THESE COORDINATES AND ELEVATIONS ARE BASED ON THE DATA PROVIDED BY CERTAIN TEMPORARY ACCESS EASEMENT AGREEMENTS IN FORCE OF HOLLAND HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY AS RECEIVED IN OFFICIAL RECORDS OF THE CLERK OF THE DISTRICT COURT OF THE FIRST JUDICIAL CIRCUIT IN FLORIDA.

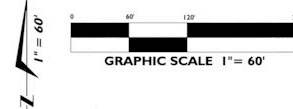
CURVE LENGTH					
CURVE #	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	089°1'59"	25.00'	36.92'	35.11'	S44°58'38"E
C2	074°02'39"	25.00'	32.31'	30.11'	S71°59'58"E
C3	015°00'19"	25.00'	6.61'	6.59'	S87°35'56"E
C4	090°00'00"	25.00'	39.27'	35.36'	N44°34'31"W
C5	090°00'00"	25.00'	39.27'	35.36'	S44°52'23"W
C6	090°00'00"	25.00'	39.27'	35.36'	N44°34'31"W
C7	090°00'00"	25.00'	39.27'	35.36'	S44°52'23"W
C8	090°00'00"	25.00'	39.27'	35.36'	N44°34'31"W
C9	090°00'00"	25.00'	39.27'	35.36'	S44°52'23"W
C10	090°00'00"	25.00'	54.98'	49.50'	N44°34'31"W
C11	090°00'00"	25.00'	39.27'	35.36'	S44°52'23"W
C12	090°00'00"	25.00'	39.27'	35.36'	S44°34'31"W

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING
C13	09°00'00"	35.00'	54.98'	N45°25'3"E
C14	09°00'00"	35.00'	54.98'	S44°34'3"E
C15	09°00'00"	60.00'	94.25'	S44°34'3"E
C16	09°00'00"	85.00'	135.12'	120.21'
C17	05°46'37"	85.00'	81.27'	78.21'
C18	01°50'43"	85.00'	47.24'	46.64'
C19	03°22'20"	85.00'	50.00'	50°15'47"E
C20	09°00'00"	35.00'	54.98'	N45°25'3"E
C21	09°00'00"	60.00'	94.25'	S44°34'3"E
C22	09°00'00"	85.00'	135.12'	N45°25'3"E
C23	03°22'20"	85.00'	50.00'	N02°06'35"E
C24	01°50'43"	85.00'	47.24'	46.64'

Curve #	CURVE TABLE			
	DELTA	RADIUS	LENGTH	CHORD
C25	054°46'37"	85.00'	81.27'	78.21'
C26	090°00'00"	25.00'	39.27'	35.36'
C27	000°00'00"	25.00'	39.27'	35.36'
C28	088°11'59"	25.00'	38.92'	35.11'
C29	022°46'15"	25.00'	9.94'	9.87'
C30	066°25'19"	25.00'	26.88'	27.39'
C31	090°48'01"	25.00'	39.62'	35.60'
C32	024°22'43"	25.00'	10.64'	10.56'
C33	066°25'19"	25.00'	26.88'	27.39'
C34	090°48'01"	25.00'	39.62'	35.60'
C35	024°22'43"	25.00'	10.64'	10.56'
C36	066°25'19"	25.00'	26.88'	27.39'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S89°34'37"E	16.67'	L9	S00°25'23"W	25.00'
L2	S89°34'37"E	19.72'	L10	S00°25'23"W	25.00'
L3	N00°22'38"W	49.66'	L11	S89°34'37"E	3.50'
L4	N00°22'38"W	50.35'	L12	N00°22'38"W	49.66'
L5	S00°25'23"W	25.00'	L13	N00°22'38"W	50.35'
L6	S00°25'23"W	25.00'	L14	N89°20'46"W	15.35'
L7	N89°34'37"W	21.66'	L15	N89°20'46"W	15.35'
L8	N89°34'37"W	24.66'			

**PLAT BOOK 171 PAGE 36**  
**SHEET 3 OF 3**



**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**PSM PLATINUM**  
SURVEYING & MAPPING  
1925 Bortow Road, Suite 101, Lakeland, Florida 33801  
(863) 904-4699 - [kthompson@platinumsurveying.com](mailto:kthompson@platinumsurveying.com)  
STATE OF FLORIDA AUTHORIZATION FOR:  
SURVEYING AND MAPPING BUSINESS - LB 81355  
**KENNETH W. THOMPSON**  
REGISTRATION NO. 4080



# CDD Landscape Maintenance Experience



We are proud of our partnerships with many of Central Florida’s most respected Community Development Districts. Below is a selected listing of the districts currently being served by Yellowstone Landscape’s Orlando-South branch location.

Project Name	Contact Information	Annual Contract Amount
Reunion East and West	George Flint, GMS 407.555.5555	>\$1,000,000
Anthem Park CDD	Patricia Comings, DPGF 407.221.9153	>\$150,000
Bonnet Creek CDD	Richard Hartman, Land Development 407.832.3980	>\$200,000
Crescent Lake CDD	Ron Hood, Crescent Lake CDD 407.427.2373	>\$160,000
Lake Ashton CDD	Alan Scheerer, GMS 407.841.5524	>\$300,000
Randal Park CDD	William Viasalyers, GMS 407.841.5524	>\$200,000
Avalon Groves CDD	Patricia Comings, DPGF 407.221.9153	>\$100,000

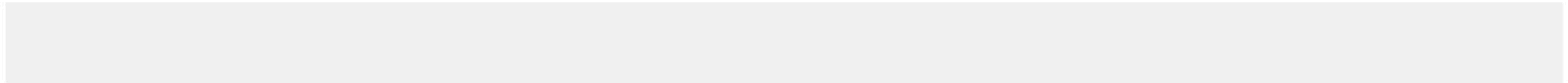


EXHIBIT "A"  
LANDSCAPE MANAGEMENT SERVICES  
PRICING SHEET

HOLLY HILL ROAD EAST CDD

Core Maintenance Services	
Mowing and Detailing	\$41,800
Includes Mowing, Edging, String Trimming, & Cleanup; Shrub Pruning, Tree Pruning up to 12' in height, and weeding	
IPM	\$3,500
Includes Fertilization & Pest Control Applications	
Irrigation	\$3,000
Monthly Inspections. Minor adjustments, inspection, and reporting only. Repairs to be proposed separately.	
Total	\$48,300

Additional Services - Not included. To be proposed separately when requested	
Mulch (price per cubic yard installed)	\$45
Annuals (price per 4" annual installed)	\$1.60

Grand Total Annual:	\$48,300.00
Grand Total Monthly:	\$4,025.00

Pricing listed above is for all areas that are currently installed and ready for maintenance as of 8/10/20. Any future areas installed would need to be added via an addendum to contract.

# EXHIBIT "B"

## PERFORMANCE STANDARDS

### HOLLY HILL ROAD EAST CDD

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Mowing	42 on higher profile areas, 34 on Bahia buffers and retention areas
Detailing	17
IPM - Fertilization and Landscape Pest Control	6
Irrigation Inspections	12
Annuals	Not included. We will propose separately when requested by CDD
Mulch	Not included. We will propose separately when requested by CDD.

# SECTION C



OMEGASCAPES

# LANDSCAPE MANAGEMENT PROPOSAL

Prepared For:

Holly Hill Road East  
Community Development District  
Davenport, FL

**Holly Hill Rd East**  
**Community Development District**  
c/o Government Management Services  
219 East Livingston St  
Orlando, FL 32801

Attn: Clayton Smith  
Field Manager

**Subject: Landscape Management Proposal**

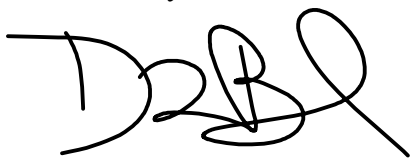
**OmegaScapes, Inc** sincerely appreciates the opportunity to present this proposal for landscape maintenance services at **Holly Hill Road East CDD**.

OmegaScapes is a premier full-service provider of commercial grounds maintenance services in the Central Florida area. As a respected local industry professional, we have the good fortune of providing our services for some very prestigious customers in a variety of markets. It would be our pleasure to serve you as well.

We truly hope this information affords OmegaScapes your favorable consideration. Please feel free to review the enclosed proposal package and contact me should you have any questions, require additional information, or would like to schedule a meeting to review our submittal in more detail.

Our team of professionals are ready to begin our partnership with you and to exceed your expectations. The entire OmegaScapes team is looking forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Bond', with a stylized, flowing script.

**Dan Bond**  
Business Development Manager

*Holly Hill Road East CDD*

**Who are we?**

OmegasCAPES, Inc. is a full service, commercial landscape management company headquartered in Orlando, FL. We currently service all of Central Florida and are working our way into the Daytona, Ocala, and Tampa markets. Our services include landscape maintenance, irrigation services, fertilization and pest control, arbor care, and landscape improvements. Our focus is on properties with extensive landscapes that require a high level of detail and attention. Our promise is proactive landscape management with the highest level of customer service in the industry at the best value.

**Where did we come from?**

Our entire management team and ownership have all worked for the largest companies in our industry, and we feel that OmegasCAPES has blended the best qualities of a large operation with the benefits of a smaller, family owned business. It is becoming more and more evident that “bigger” isn’t necessarily better in a landscape maintenance company. What really matters is “are you big enough”. Our sister company, Lake Conway Landscaping, specializes in large scale commercial landscape development which is a nice compliment to OmegasCAPES’ ability to manage those same types of landscapes. With both companies available to you, we have plenty of resources and “muscle” for whatever your needs may be.

**What makes OmegasCAPES different?**

The biggest difference is simple: ***We do what we promise... and we manage ourselves.***

Seems too simple, right? Well, what we have discovered by listening to prospective clients for the last five years is that this concept is sorely lacking in the industry. To be successful at this puts a lot of responsibility on us, though. It is much easier to over promise to make a sale... and then under deliver while having lots of excuses. I’m sure many of you have experienced this with other contractors. If we deal with the reality of the challenges and create and execute a plan of success based on achievable goals, we now become your partner and not just another contractor. Why? Because we have helped you and your property achieve the curb appeal that everyone said they could provide but did not.

**Why should you choose us?**

The short answer is... because you are tired of the empty promises and failed executions. OmegasCAPES is fully committed to raising the bar in our industry one client at a time, one property at a time. We refuse to under bid a property like many of our competitors do just to close a sale. To properly manage a landscape on any given property takes the man-hours it takes *every single visit*. No company can magically do this consistently for less hours with a smaller crew at a cheaper price. We will dedicate the staff, equipment, and resources to your property to meet the expectations that were agreed upon. We will offer you proactive solutions, and a plan to get it done, and you will not have to chase us down and beg us to do it. If we discover that budgets are not ideal, we will offer the best plan possible that focuses on the priority areas first so your team, guests, and residents can see the improvements. OmegasCAPES will bring the right vision, the right plan, the right resources, and the right management to be successful.

***We are different. We do what we promise. We make landscaping simplified.***

Omegascares, Inc. has reviewed the RFP documents, understands the scope of work outlined, and has visited the site to do a full inspection of current conditions. Our approach to the services as described in the scope of services provided is to have a 4man crew service the property once a week each of the 42 requested cycles. We will perform the regular mowing events on all areas during this time, and then detail the shrub beds. Our team will be policing the entire property each week as well to inspect all areas.

In addition, we will have an irrigation technician on-site for one day each month to inspect the system as specified. Incidental repairs will be made during this time, while larger repairs will be estimated, approved, and scheduled to be completed within the district's timeframe. Fertilization and Pest Control services will be handled with monthly visits and applications to fulfil the specifications of the RFP. Reports for both services will be provided to the district as required.

Palm services will be performed once per year, and mulch once per year per request/approval. Regular site inspections and walkthrough meetings with client will also occur.

The overall approach taken by Omegascares is focused on a level of quality that will ensure the district's landscape is consistently healthy and aesthetic.

### **Site Inspection**

Current landscape seems to need a lot of reviving. We observed malnutrition in shrubs and 6 dead palms as well as weed infestation in a lot of areas. Some turf areas have common "hot spots" that are wilting due to seasonal temperatures. Mulch looks a bit thin, and we assume it is approaching time for an additional application.

### **Exclusions**

Omegascares is excluding "maintenance of hardscape – flatwork, columns, fences, and monuments" except for regular inspections, removal of debris created from our landscape services, and management of crack weeds. All other routine, structural, and chemical maintenance of these to be done by others. Omegascares is also excluding all hardwood tree trimming above 10'

### **Approach to Pruning**

Omegascares uses best management practices for all pruning. For shrubs, we will round edges as specified in scope. For palms, we will trim at 10 and 2 o'clock as specified. Tree trimming will be performed as specified as well. Ornamental grasses will be cut back each year in early spring.

### **Approach to Pest, Weed, and Disease**

Control Turf and shrub applications will be on a rotating bi-monthly basis. This means we will be on-site each month inspecting the entire landscape and applying scheduled services. If we identify other issues, they will be addressed while on-site. This is a high level of attention we feel the property is currently lacking. Herbicide in turf and shrub beds will be applied on regular intervals to promote minimal weed presence.



**Approach to Maintenance of Hardscape**

As mentioned above, Omegascares is excluding all “maintenance of hardscape – flatwork, columns, fences, and monuments” beyond regular inspections, removal of debris created from our landscape services, and management of crack weeds. Structural and chemical maintenance of these to be done by others.

**Irrigation System**

Omegascares will work closely with the District Irrigation Manager, carefully following the scope specified in the RFP. We have included one day each month for inspections of the district’s irrigation system. Upon our initial property audit, and continuing each inspection, we will submit a written report clearly communicating the status and any concerns we have with the system, as well as a plan to correct if needed.

**Staff Levels**

An average of a 4-man crew for 42 visits per year for mowing and detail services, one day per month irrigation tech, monthly pest control and fert applicator cycles. Dedicated Account Manager available as needed in addition to regular managing of crew and support staff. Office management and administrative staff available as needed. Owner of company available as needed. Furthermore, our sister company Lake Conway Landscaping and all its staff, equipment, and resources are available as needed as well.

## Key OmegaScapes Personnel



**Kevin Carmean** is the owner of OmegaScapes and Lake Conway Landscaping. He obtained his bachelor's degree in Business Management from Rochester College, is a Licensed Irrigation Contractor and is FNGLA certified as a Horticultural Professional, Landscape Contractor and Technician. In his 25+ years in the industry, Kevin has been responsible for well over \$250 million in landscape installations. Prior to starting OmegaScapes and LCL, he worked for one of the world's largest landscape companies, successfully managing over 150 employees with an annual revenue exceeding \$30 million. The combination of Kevin's experience, management style and personality have allowed him to put together and maintain the best team of landscape professionals in the industry.  
[Kevin@Omegasclapes.com](mailto:Kevin@Omegasclapes.com) 407-930-6010

**Fallon Dillon** is our Vice President of Human Resources. She has over 17+ years of industry experience and has had the pleasure of working with one of the world's largest landscape companies. She is extremely passionate about our businesses. Fallon has mastered many roles from project engineer, project management to even corporate accounting responsibilities with an annual revenue of \$11 million. She also manages all the accounting and administrative duties within our businesses, as well as assisting with long term planning and directing our safety program. Fallon holds an OSHA 10 certification is FCLT certified and a HR Generalist.

[Fallon@OmegaScapes.com](mailto:Fallon@OmegaScapes.com)

407-730-3026



**Jared Berryman** is our Project Manager with 20+ years of industry experience. He has worked on several large projects in the Orlando area. Prior to joining LCL Jared also worked for one of the world's largest landscape companies with annual revenues of \$500 million. He had the opportunity to successfully manage the landscape installations on Reunion Resort & Club of Orlando, totaling over \$12 million, while also working on Bella Collina in Montverde, totaling over \$9.5 million. Jared has a Bachelor of Science degree from the University of Florida in Environmental Horticulture, State of Florida Irrigation Specialty Contractor and Agriculture Best Management Practices certified. He also holds an OSHA 30 certification. Jared prides himself in attention to detail and this effort shows not only in the standards of our crews, but also our responsiveness and the high quality of our projects. He also helps oversee OmegaScapes Maintenance transitions from development

[Jared@LakeConwayLandscaping.com](mailto:Jared@LakeConwayLandscaping.com)

407-516-3547



**Jon Cook** is our Irrigation Supervisor for LCL with 10+ years of industry experience. Jon is an expert in large, complex irrigation systems and specializes in 2-wire central control systems. He is a Certified Maxicom operator/technician and an active member of Florida Irrigation Society & Irrigation Association. Jon has a history of effectively managing multiple irrigation crews at once while producing quality irrigation systems. He also oversees OmegaScapes Irrigation Technicians.

[Jon@LakeConwayLandscaping.com](mailto:Jon@LakeConwayLandscaping.com)

407-383-7904

**Chris Arnold** Chris Arnold is our Operations Manager with 20+ years in the industry. Prior to joining OmegaScapes, Chris worked for one of the largest landscape companies and was responsible for overseeing \$5 million in revenue on multiple sites. Chris managed very large projects, including Reunion Resort, Marriott, and Marriott timeshares resorts. Chris holds certifications with FNGLA, and a certification in BMP. Chris prides himself in leading his crews to provide the best customer satisfaction, attention to detail, and going above and beyond clients expectations for the properties.

[Chris@OmegaScapes.com](mailto:Chris@OmegaScapes.com)

407-883-5191



**Paul Riggins** is an Account Manager with over 23 years landscape maintenance, irrigation, and installation experience. He is Hydropoint certified and BMP certified and focuses on offering the best solutions possible to his clients. Paul is very hands on with his crews and you will see him often with them on his properties.

[Paul@Omegasclapes.com](mailto:Paul@Omegasclapes.com)

407-202-3982

**Dan Bond** is a Business Development Manager at OmegaScapes. He handles estimating and proposal development for our company. Dan possesses all the necessary skills and abilities at building relationships to help our growth effort in the Central Florida market and beyond through exceptional prospecting and business development.

[Dan@Omegasclapes.com](mailto:Dan@Omegasclapes.com)

407-448-7341



### Communication Simplified

One way that Omegasclapes, Inc offers you Landscaping Simplified is by funneling all communications through one point of contact. We empower our account manager with the authority to make decisions and offer solutions to your general manager and board of directors. Even if residents in your community would like a direct line of communication with our staff, we can accommodate:

[YourCommunity@Omegasclapes.com](mailto:YourCommunity@Omegasclapes.com)



## Equipment To Be Used During Services



Ford Crew Cab Work Truck



Two-Cycle Machines



Backpack Sprayers



60" Mower



104" ZTR Mower



## Omegascales Team Members and Labor Approach



- Highly visible safety vest with logo and PPE
- Professional appearance
- Minimum one crew member fluent in English
- Property will be serviced with an average of a 4 man crew each cycle, mowing entire property and detailing sections.
- 42 mowing cycles, 12 detail cycles
- High profile areas such as parks and entryways inspected more frequently



# Sample Monthly Irrigation Report



JOB NAME: \_\_\_\_\_  
 JOB NUMBER: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CONTROLLER: \_\_\_\_\_  
 PAGE: \_\_\_\_\_ OF \_\_\_\_\_

Program A (current): M T W T F S S  
 Program A (adjust): M T W T F S S  
 Program A Start time: \_\_\_\_\_

Program B (current): M T W T F S S  
 Program B (adjust): M T W T F S S  
 Program B Start time: \_\_\_\_\_

Program C (current): M T W T F S S  
 Program C (adjust): M T W T F S S  
 Program C Start time: \_\_\_\_\_

Zone Number												
Sprays/Rotors												
Run Times												
Straighten Heads												
ARC/Radius Adj												
Partial Clog												
Broken Head												
Rotor Not Rotating												
Leaking Head												
Broken Pipe												
Broken riser												
Severe Clog												
Broken Nozzle												
Incorrect Nozzle												
4" to 6" Spray/Rotor												
6" to 12" Spray/Rotor												
Add 12" to Riser												
Raise Heads in Shrubs												
Raise Heads in Turf												
Relocate Heads												
Add Heads												
Valve Not Operating												
Maint. Damage												
Other												

**SAMPLE**

Comments:

\_\_\_\_\_

Technician: \_\_\_\_\_

Date: \_\_\_\_\_

# Sample Monthly Pest Control and Fertilization Report



Date: \_\_\_\_\_ Job Number: \_\_\_\_\_

Material to be Treated: \_\_\_\_\_

Time Arrival: \_\_\_\_\_ am/pm Time Departure: \_\_\_\_\_ am/pm Total Time: \_\_\_\_\_

Weeds or pest to be Treated: \_\_\_\_\_

## Treatment Information

Chemicals	EPA Reg. #	Rate/100 gal	Rate/1000 sq. ft.	Units	Total Used

**SAMPLE**

Method of Control: ☐ JD9 ☐ Lawn Gun ☐ Wand ☐ Backpack ☐ TurfCo ☐ Vortex Spreader ☐ Other \_\_\_\_\_

Area Treated (sq. ft.) \_\_\_\_\_ Weather/Temperature \_\_\_\_\_

Technician notes and Service Details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Spray Operator: \_\_\_\_\_ Identification #: \_\_\_\_\_

Customer : \_\_\_\_\_



# Sample Property Evaluation Report



## Property Evaluation

Job Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager: \_\_\_\_\_

Overall Appearance	A	B	C	D	F
<b>A. Turf Condition</b>					
1) Grass cut at proper height	_____	_____	_____	_____	_____
2) Sprayed/trimmed around signs, poles, etc.	_____	_____	_____	_____	_____
3) Weed Control	_____	_____	_____	_____	_____
4) Edged	_____	_____	_____	_____	_____
5) Bare areas	_____	_____	_____	_____	_____
6) Disease or insect present	_____	_____	_____	_____	_____
<b>B. Plant Material</b>					
1) Pruned Properly	_____	_____	_____	_____	_____
2) Beds weeded or sprayed	_____	_____	_____	_____	_____
3) Beds edged	_____	_____	_____	_____	_____
4) Disease or insect presents	_____	_____	_____	_____	_____
5) Debris	_____	_____	_____	_____	_____
6) Dead or missing plant material	_____	_____	_____	_____	_____
<b>C. Sidewalks, Driveways or Parking lots</b>					
1) Blown	_____	_____	_____	_____	_____
2) Dead or missing plant material	_____	_____	_____	_____	_____
3) Weed control	_____	_____	_____	_____	_____
<b>D. Annual beds</b>					
1) General Appearance	_____	_____	_____	_____	_____
2) dead or missing plant material	_____	_____	_____	_____	_____
3) Weed control	_____	_____	_____	_____	_____

**SAMPLE**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completed by: \_\_\_\_\_ Manager: \_\_\_\_\_

## Exhibit "A"

*Pricing Summary for**Holly Hill Road East CDD, Davenport FL***Core Services:**

---

Grounds Maintenance:	\$ 52,824 per year	\$ 4,402 per month
Irrigation Maintenance:	\$ 6,048 per year	\$ 504 per month
Fertilization & Pest:	\$ 8,304 per year	\$ 692 per month

<b>Total</b>	<b>\$ 67,176 per year</b>	<b>\$ 5,598 per month</b>
--------------	---------------------------	---------------------------

**Additional Services:**

---

Mulch (56cy):	\$ 2,520 per year	\$ 210 per month
Palms (49):	\$ 2,916 per year	\$ 243 per month
Annuals (600):	\$ 4,188 per year	\$ 349 per month

<b>Grand Total</b>	<b>\$ 76,800 per year</b>	<b>\$ 6,400 per month</b>
--------------------	---------------------------	---------------------------

**\*\*All new areas turned over will be added as addendums to the contract\*\***

## Exhibit “F”

*Frequency Breakdown for**Holly Hill Road East CDD, Davenport FL*

<i>FUNCTION</i>	<i>J</i>	<i>F</i>	<i>M</i>	<i>A</i>	<i>M</i>	<i>J</i>	<i>J</i>	<i>A</i>	<i>S</i>	<i>O</i>	<i>N</i>	<i>D</i>	<i>TOTAL</i>
<b>MOWING (High Profile areas)</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>MOWING (Bermuda)</b>	5	4	4	4	5	4	5	4	4	5	4	4	0
<b>MOWING (ROW)</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>MOWING (Ponds/Fields)</b>	1	1	1	2	2	2	2	2	2	2	1	1	19
<b>HARD EDGING</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>BED EDGING</b>	1	1	2	2	2	3	2	3	2	2	1	1	21
<b>AIR BLOWING</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>WEED EAT/LINE TRIM</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>SHRUB TRIM</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>SPRAY/PULL WEEDS</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>CRAPE MYRTLE PRUNING</b>	0	1	0	0	0	0	0	0	0	0	0	0	1
<b>SELECTIVE PRUNING up to 10'</b>	0	0	0	0	0	0	0	0	0	0	0	1	1
<b>PALM / ARBOR CARE</b>	0	0	0	1	0	0	0	0	0	0	0	0	1
<b>ST AUGUSTINE CHEM/FERT</b>	1	0	1	0	1	0	1	0	1	0	1	0	6
<b>SHRUB CHEM/FERT</b>	0	1	0	1	0	1	0	1	0	1	0	1	6
<b>ANNUALS</b>	0	0	1	0	0	1	0	0	1	0	0	1	4
<b>IRRIGATION CHECK</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>MULCH</b>	1	0	0	0	0	0	0	0	0	0	0	0	1

## **CORPORATE INFORMATION**

### **OmegaScapes, Inc.**

Physical Location:

4954 N. Apopka Vineland Road  
Orlando, FL 32805

Office: (407)930-6010 -

[www.OmegaScapes.com](http://www.OmegaScapes.com)

**Incorporation:** Florida - May 2015

**FEIN:** 47-4138224

### **License / Certification**

- FNGLA Certified Landscape Contractor
- Irrigation Certification
- Lawn and Ornamental Pest Control
- Applicable city and county occupational licenses.

### **Insurance**

- General Liability \$2,000,000 each occurrence
- Umbrella \$4,000,000
- Auto \$1,000,000
- Workers Compensation \$1,000,000  
(Certificate of Insurance available upon request)



September 19<sup>th</sup>, 2019

May Afroze  
Lennar Homes  
2300 Maitland Center Parkway,  
Suite 320  
Maitland, FL 32751

To Whom It May Concern:

It is with much pleasure that I am writing this letter to recommend the services offered by Omegascapes.

Since July of 2019, we have utilized Omegascapes to provide lawn care / maintenance for over 15 of our communities throughout the Orlando area and have been extremely happy with all services provided. All associates exude professionalism & care with every interaction and have been able to handle any task / urgent need that arises. The Omegascapes Team has always been quick with communication and response. I am consistently thankful to the team for their civilities & dependable efforts.

I am happy to recommend the services of Omegascapes. If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "May Afroze", written in a cursive style.

May Afroze



To whom it may concern:

March 20, 2019

Please accept this as my letter of reference for Omegascapes, Inc. We partner with them at our USTA National Tennis Center campus in Lake Nona. With 100 tennis courts spread across 64 magnificent acres, the USTA National Campus offers unparalleled playing, training and educational experiences for recreational players, competitive players, coaches and spectators from around the world. Omegascapes is our full-service landscape provider handling all mowing, trimming, pest control, fertilization, irrigation, arbor care, and mulching services. They have a 52-week full-time staff of 2-4 employees on site depending on the season and scheduled events. James Brown is the Manager of our account, handling all communications, scheduling, and project executions. USTA National Tennis Center and Omegascapes work very well together and I give my personal recommendation that they be considered by your organization for any landscape needs you may have.

A handwritten signature in dark ink, appearing to read "Richard C. Coiro".

Richard C. Coiro  
Senior Director, Finance  
[Coiro@USTA.com](mailto:Coiro@USTA.com)  
914-233-4864

USTA National Campus, Community Tennis, Player Development  
10000 USTA Blvd.  
Orlando, FL 32827





Current Project Reference



USTA National Campus  
10000 USTA Blvd.  
Orlando, FL 32827

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Bermuda Turf Care, Palm Pruning, Mulch, Landscape Enhancements

Our team of 3 report directly to the USTA National campus and handle all primary landscape maintenance services on the 64 acre site with support from our specialized teams as needed. This property contains just over 3 acres of Bermuda turf requiring twice per week mowings, six acres of Zoysia turf, ten acres of Bahia, and 105k square feet of shrub beds. USTA National Campus requires a diligent plan and strategic approach to meet the very high expectations. Frequent events and large crowds are also a unique challenge when scheduling services for this property. Thankfully, their staff and our team work well together and meet frequently to plan weeks in advance to ensure success.



Holly Hill Road East CDD







Current Project Reference



Harbor Chase of Dr Phillips  
7233 Della Dr  
Orlando, FL 32819

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, 95,000 sf St Augustine turf, 90,000 sf shrub beds, resort level service.

HarborChase of Dr. Phillips combines the luxurious amenities of a vacation resort with the close-knit camaraderie of a small neighborhood. Conveniently located in the heart of the Dr. Phillips neighborhood in southwest Orange County, HarborChase offers a host of stimulating activities, generous amenities, superior concierge services and customized programs that will enhance your health and happiness. Now that Lake Conway Landscaping has completed the installation of the landscape and irrigation, our team at Omegascares is on the job to keep it looking beautiful. With a 52-week resort level landscape management plan in place, we have the right approach to consistently meet the demands of such a luxurious property.



*Holly Hill Road East CDD*





## SECTION IX

# SECTION C

# Holly Hill Road East CDD

## Field Management Report



August 19, 2020

GMS

# Upcoming Projects



- Obtain and install covid-19 signage for pool and playground.
- 1 sign for pool entrance listing capacity and one sign for playground entrance
- Signage for cork board.

- Pool area needs extensive attention regarding the landscaping.
- Work with new landscaper to address issues.
- Dead palm trees need removed. Crack weeds cleaned up. All bed spaces cleaned up.





# Upcoming Projects



- ✚ Several maintenance items to address at the amenity areas.
- ✚ Life rings need Rope
- ✚ Regrade playground mulch to cover fabric
- ✚ Additional items identified.

- ✚ Coordinating additional transition items.
- ✚ Obtaining all access cards and keys.
- ✚ Getting access to key card programming system.
- ✚ Reviewing contracts



# Upcoming Projects

- ✚ Some areas needing some landscape improvements.
- ✚ Work with new contractor to address these areas.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1





Governmental  
Management Services, LLC  
Central Florida

Maintenance Services

Phone: 407-201-1514

Email: Csmith@gmscfl.com

TO: Holly Hill Road East CDD Hanes City, FL 33837	Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<b><u>Holly Hilly Road East CDD</u></b> – Covid-19 informational Sign Installation ➤ Obtain and deliver signs to site. Install signs as needed.	

Qty	Description	Unit Price	Line Total
2	Labor, Delivery, Mobilization and Materials	\$80.00	\$160.00
1	Pool Sign Cost – Recommended version	\$199.00	\$199.00
	24x32 – Dibond – UV Laminated – Post – 1 recommended		
1	Playground Sign Cost – Recommended Version	\$189.00	\$189.00
	24x24 – Dibond – UV Laminated – Post – 2 recommended		
Total Due:			\$548.00

All proposals are valid for 30 days from date of completion.

Thank You!

Client: \_\_\_\_\_

Sign Example:

