



**HILLCREST
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 20, 2020
2:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.hillcrestcdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING

August 20, 2020

2:00 P.M.

JOIN BY VIDEO ACCESS: <https://us02web.zoom.us/j/81131948389>

Meeting ID: 811 3194 8389

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish a Quorum
- D. Consider Resignation (Rich Kasser).....Page 2
- E. Election of Officers
 - Chairperson
 - Vice Chairperson
 - Secretary/Treasurer
 - Assistant Secretary
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
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 - 1. May 21, 2021 Special Board Meeting.....Page 3
- I. Public Hearing 1 – Adoption of Amended and Restated Rules of Procedure**
 - 1. Proof of Publication.....Page 6
 - 2. Receive Public Comments on Adopting Amended & Restated Rules of Procedure
 - 3. Consider Resolution No. 2020-02 – Adopting Amended & Restated Rules of Procedure...Page 8
- J. Public Hearing 2 – Adoption of Final Budget & Assessments**
 - 1. Proof of Publication.....Page 11
 - 2. Receive Public Comment on the Fiscal Year 2020/2021 Final Budget & Assessments
 - 3. Consider Resolution No. 2020-03 – Appropriations Resolution FY 2020/2021.....Page 12
 - 4. Consider Resolution No. 2020-04 – Assessment Resolution/Tax Roll FY 2020/2021.....Page 21
- K. Old Business
 - 1. Staff Report as Required
- L. New Business
 - 1. Consider Resolution No. 2020-05 – Adopting a Fiscal Year 2020/2021 Meeting Schedule..Page 24
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- M. Administrative & Operational Matters
 - 1. Staff Report as Required
- N. Board Members & Staff Closing Comments
- O. Adjourn

Broward Daily Business Review

July 31, 2020

Miscellaneous Notices

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGET(S); NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Hillcrest Community Development District ("District") will hold a public hearing on August 20, 2020, at 2:00 p.m. at Parkview at Hillcrest Clubhouse - Community Room, 4600 Hillcrest Drive, Hollywood, Florida 33021, for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2020, and ending September 30, 2021 ("Fiscal Year 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by calling (561) 630-4922 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://hillcrestcdd.org/>.

It is anticipated that the public hearing and meeting will take place at Parkview at Hillcrest Clubhouse - Community Room, 4600 Hillcrest Drive, Hollywood, Florida 33021. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-123, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so by going your computer, tablet or smartphone to <https://us02web.zoom.us/j/81131948389>, Meeting ID: 811 3194 8389. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at nnguyen@sdsinc.org or by calling (786) 453-0533 by noon on August 17, 2020 in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

Nancy Nguyen,
District Manager

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

www.hillcrestcdd.org

7/31 8/7 20-42/0000480473B

From: Rich Kasser <Rich.Kasser@Pulte.com>
Sent: Tuesday, June 2, 2020 1:50 PM
To: Jason Pierman <JPierman@sdsinc.org>
Cc: David Kanarek <David.Kanarek@PulteGroup.com>
Subject: Resigning from CDDs

Jason,

Good afternoon. I will be leaving Pulte on June 5th and as such, need to resign from my board memberships on the Hillcrest and Fields CDDs. Please let me know what, if any, forms or paperwork you need from me to complete the resignations.

Thanks in advance.

--Rich

Rich Kasser
Land Project Manager
Pulte Group
4400 PGA Boulevard, Suite 700
Palm Beach Gardens, FL 33410
O: 561-268-5799
M: 561-350-8853
E: Rich.Kasser@Pulte.com

**HILLCREST COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MAY 21, 2020**

Note: The Hillcrest Community Development District (the “District”) Special Board Meeting is being held via technological means as a result of the public health emergency that exists in the State of Florida as a consequence of the COVID-19 coronavirus, in light of the guidelines established by the Centers for Disease Control for the protection of all members of the community, and with the authority granted by Executive Orders issued by Governor Ron DeSantis, including Executive Order 20-69 (Emergency Management—COVID-19—Local Government Public Meetings) authorizing the use of communications technology, as provided in Section 120.54(5)(b)2, Florida Statutes.

A. CALL TO ORDER

District Manager Nancy Nguyen called the May 21, 2020, Special Board Meeting of Hillcrest Community Development District (the “District”) to order at approximately 2:02 p.m. via technological means pursuant to Executive Orders 20-52, 20-69, 20-112, and 20-114 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, and May 8, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Special Board Meeting had been published in the *Broward Daily Business Review* on May 14, 2020, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman Rich Kasser, Vice Chairman David Kanarek and Supervisors Patrick Gonzalez and Andrew Maxey constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Nancy Nguyen of Special District Services, Inc.; and Jonathan Johnson of Hopping Green & Sams, P.A.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. November 5, 2019, Regular Board Meeting

Ms. Nguyen presented the minutes of the November 5, 2019, Regular Board Meeting and asked if there were any corrections and/or revisions. There being none, a **motion** was made by Mr. Kanarek, seconded by Mr. Maxey and passed unanimously approving the November 5, 2019, Regular Board Meeting minutes, as presented.

G. OLD BUSINESS
1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS
1. Consider Resolution No. 2020-01 – Adopting a Fiscal Year 2020/2021 Proposed Budget

Ms. Nguyen presented Resolution No. 2020-01, entitled:

RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title of the resolution into the record and provided a brief overview of the proposed budget. She stated that the overall assessments for the fiscal year 2020/2021 are slightly lower than the fiscal year 2019/2020 assessments, so letters to property owners would not be required. Furthermore, Ms. Nguyen stated as part of Resolution No. 2020-01, the Board must set a date for the public hearing to adopt the fiscal year 2020/2021 final budget and assessment roll. A discussion ensued after which:

A **motion** was made by Mr. Kanarek, seconded by Mr. Maxey and passed unanimously to adopt Resolution No. 2020-01, *as presented*, setting the public hearing to adopt the fiscal year 2020/2021 final budget and assessments for August 20, 2020 at 2:00 p.m. in the Parkview at Hillcrest Clubhouse Community Room located at 4600 Hillcrest Drive, Hollywood, Florida 33021; and further authorizes publication/notice of the budget public hearing, as required by law.

I. ADMINISTRATIVE MATTERS

1. Staff Report as Required

There was no Staff Report at this time.

N. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Kanarek, seconded by Mr. Kasser and passed unanimously to adjourn the meeting at 2:08 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Broward Daily Business Review

July 20, 2020

Miscellaneous Notices

**NOTICE OF RULE
DEVELOPMENT BY THE
HILLCREST COMMUNITY
DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Hillcrest Community Development District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager, c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Phone: (561) 630-4922.

Hillcrest Community
Development District
Nancy Nguyen, District Manager
HILLCREST COMMUNITY
DEVELOPMENT DISTRICT
www.hillcrestcdd.org
7/20 20-35/0000478684B

NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Hillcrest Community Development District ("District") on August 20, 2020 at 2:00 p.m. at the Parkview at Hillcrest Clubhouse - Community Room located at 4600 Hillcrest Drive, Hollywood, Florida 33021.

It is anticipated that the meetings will take place at location identified above. In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the public meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-123, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so by going from your computer, tablet or smartphone to <https://us02web.zoom.us/j/81131948389>, Meeting ID: 811 3194 8389.

Participants are strongly encouraged to submit questions and comments to the District Manager's Office at nnguyen@sdsinc.org or by calling 786-453-0533 by noon on August 17, 2020 in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Broward Daily Business Review on July 20, 2020.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the 7 Restated Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager's Office at c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by calling (561) 630-4922.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the 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 Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Hillcrest Community Development District

Nancy Nguyen, District Manager

HILLCREST COMMUNITY
DEVELOPMENT DISTRICT

www.hillcrestcdd.org

7/21 20-03/0000478667B

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hillcrest Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Broward County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of August, 2020.

ATTEST:

**HILLCREST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

Broward Daily Business Review

July 31, 2020

Miscellaneous Notices

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGET(S); NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Hillcrest Community Development District ("District") will hold a public hearing on August 20, 2020, at 2:00 p.m. at Parkview at Hillcrest Clubhouse - Community Room, 4600 Hillcrest Drive, Hollywood, Florida 33021, for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2020, and ending September 30, 2021 ("Fiscal Year 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by calling (561) 630-4922 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://hillcrestcdd.org/>.

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Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

Nancy Nguyen,
District Manager

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

www.hillcrestcdd.org

7/31 8/7 20-42/0000480473B

RESOLUTION 2020-03

THE ANNUAL APPROPRIATION RESOLUTION OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Hillcrest Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Hillcrest Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$749,264 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>86,601</u>
DEBT SERVICE FUND(S)	\$ <u>662,543</u>
TOTAL ALL FUNDS	\$ <u>749,144</u>

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2020.

ATTEST:

**HILLCREST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Hillcrest
Community Development District

**Final Budget For
Fiscal Year 2020/2021
October 1, 2020 - September 30, 2021**

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- III DETAILED FINAL DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

FINAL BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2020/2021 BUDGET
REVENUES	
O&M Assessments	86,601
Developer Contribution	0
Debt Assessments	662,543
Interest Income	120
TOTAL REVENUES	\$ 749,264
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	3,000
Management	35,100
Legal	18,500
Assessment Roll	5,000
Audit Fees	3,600
Arbitrage Rebate Fee	650
Insurance	7,000
Legal Advertisements	1,500
Miscellaneous	1,200
Postage	300
Office Supplies	700
Dues & Subscriptions	175
Trustee Fees	3,800
Continuing Disclosure Fee	1,000
TOTAL EXPENDITURES	\$ 81,525
REVENUES LESS EXPENDITURES	\$ 667,739
Bond Payments	(622,790)
BALANCE	\$ 44,949
County Appraiser & Tax Collector Fee	(14,983)
Discounts For Early Payments	(29,966)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2018/2019 ACTUAL	FISCAL YEAR 2019/2020 BUDGET	FISCAL YEAR 2020/2021 BUDGET	COMMENTS
REVENUES				
O&M Assessments	88,525	87,521	86,601	Expenditures/.94
Developer Contribution	0	0	0	
Debt Assessments	662,543	662,543	662,543	Bond Payments/.94
Interest Income	131	0	120	Interest Projected At \$10 Per Month
TOTAL REVENUES	\$ 751,199	\$ 750,064	\$ 749,264	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	3,140	2,500	3,000	\$500 Increase From 2019/2020 Budget
Management	33,684	34,320	35,100	CPI Adjustment
Legal	8,595	20,000	18,500	\$1,500 Decrease From 2019/2020 Budget
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,400	3,500	3,600	Accepted Amount For 2019/2020
Arbitrage Rebate Fee	650	650	650	No Change From 2019/2020 Budget
Insurance	6,655	7,250	7,000	Insurance Estimate
Legal Advertisements	755	1,750	1,500	\$250 Decrease From 2019/2020 Budget
Miscellaneous	139	1,300	1,200	\$100 Decrease From 2019/2020 Budget
Postage	169	300	300	No Change From 2019/2020 Budget
Office Supplies	233	725	700	\$25 Decrease From 2019/2020 Budget
Dues & Subscriptions	175	175	175	No Change From 2019/2020 Budget
Trustee Fees	3,709	3,800	3,800	No Change From 2019/2020 Budget
Continuing Disclosure Fee	1,000	1,000	1,000	No Change From 2019/2020 Budget
TOTAL EXPENDITURES	\$ 67,304	\$ 82,270	\$ 81,525	
REVENUES LESS EXPENDITURES	\$ 683,895	\$ 667,794	\$ 667,739	
Bond Payments	(624,543)	(622,790)	(622,790)	2021 P & I Payments Less Earned Interest
BALANCE	\$ 59,352	\$ 45,004	\$ 44,949	
County Appraiser & Tax Collector Fee	(3,073)	(15,001)	(14,983)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(29,321)	(30,003)	(29,966)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 26,958	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2018/2019	FISCAL YEAR 2019/2020	FISCAL YEAR 2020/2021	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	1,917	50	50	Projected Interest For 2020/2021
NAV Tax Collection	624,543	622,790	622,790	Maximum Debt Service Collection
Total Revenues	\$ 626,460	\$ 622,840	\$ 622,840	
EXPENDITURES				
Principal Payments	0	175,000	180,000	Principal Payment Due In 2021
Interest Payments	451,763	445,600	439,256	Interest Payments Due In 2021
Bond Redemption	0	2,240	3,584	Estimated Excess Debt Collections
Total Expenditures	\$ 451,763	\$ 622,840	\$ 622,840	
Excess/ (Shortfall)	\$ 174,697	\$ -	\$ -	

Series 2018 Bond Information

Original Par Amount =	\$9,805,000	Annual Principal Payments Due =	November 1st
Interest Rate =	3.625% - 5.000%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2018		
Maturity Date =	November 2048		
Par Amount As Of 1/1/20 =	\$9,635,000		

HILLCREST COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Original Projected Assessment*	Fiscal Year 2017/2018 Assessment*	Fiscal Year 2018/2019 Assessment*	Fiscal Year 2019/2020 Assessment*	Fiscal Year 2020/2021 Projected Assessment*
O & M For Single Familys	\$ -	\$ -	\$ 135.85	\$ 135.70	\$ 134.27
<u>Debt For Single Familys</u>	<u>\$ 1,146.80</u>	<u>\$ -</u>	<u>\$ 1,146.80</u>	<u>\$ 1,146.80</u>	<u>\$ 1,146.80</u>
Total For Single Family	\$ 1,146.80	\$ -	\$ 1,282.65	\$ 1,282.50	\$ 1,281.07
O & M For Townhomes	\$ -	\$ -	\$ 135.85	\$ 135.70	\$ 134.27
<u>Debt For Townhomes</u>	<u>\$ 938.29</u>	<u>\$ -</u>	<u>\$ 938.29</u>	<u>\$ 938.29</u>	<u>\$ 938.29</u>
Total For Townhomes	\$ 938.29	\$ -	\$ 1,074.14	\$ 1,073.99	\$ 1,072.56

* Assessments Include the Following:

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Single Families: 275 Units
Townhomes: 370 Units
 Total: 645 Units

RESOLUTION 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hillcrest Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Broward, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Hillcrest Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 20th day of August, 2020.

ATTEST:

**HILLCREST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll

RESOLUTION NO. 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2020/2021 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Hillcrest Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2020/2021; and

WHEREAS, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2020/2021 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT, BROWARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted the Board.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2020/2021 which is attached hereto as Exhibit "A" is hereby adopted by the Board and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 20th day of August, 2020.

ATTEST:

**HILLCREST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the Hillcrest Community Development District (the “District”) will hold Regular Meetings at 2:00 p.m. at the Parkview at Hillcrest Clubhouse – Community Room located at 4600 Hillcrest Drive, Hollywood, Florida 33021 on the following dates:

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

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District’s website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

www.hillcrestcdd.org

PUBLISH: BROWARD DAILY BUSINESS REVIEW 10/05/20

This Instrument Prepared by:

Miguel (“Mike”) Collazo, III, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

GRANT OF NON-EXCLUSIVE PERPETUAL EASEMENT

This **GRANT OF NON-EXCLUSIVE PERPETUAL EASEMENT** (“**Easement Agreement**”) is made and entered into this _____ day of _____, 2020, by and between:

PULTE HOME COMPANY, LLC, a Michigan limited liability company, whose address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “**Grantor**” or “**Landowner**”); and,

HILLCREST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hollywood, Broward County, Florida, whose address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**Grantee**” or the “**District**”).

WITNESSETH

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements and facilities;

WHEREAS, Landowner is the owner of property located in the Hillcrest Community Development District in Hollywood, Broward County, Florida, being more particularly described in **Exhibit A** attached hereto (the “**Property**”);

WHEREAS, Landowner desires to grant and convey to the District a perpetual, non-exclusive easement over, under and across certain portions of the Property more particularly described on **Exhibit B** attached hereto (the “**Easement Area**”);

WHEREAS, Landowner and the District both acknowledge that use of the Easement Area is necessary for Grantee to carry out its essential purpose;

WHEREAS, Landowner has constructed certain stormwater management infrastructure consisting of a network of lakes, concrete curb and gutter along roadways, and storm inlets and

pipes within the Easement Area (the “**Stormwater Management Facility**”), which Landowner desires to convey to the District so that it may own, access, operate, and maintain said facilities as part of the infrastructure improvements contemplated in the District’s Improvement Plan;

WHEREAS, the District has requested the perpetual, non-exclusive easement over the Easement Area for purposes of the construction, installation, repair, reconstruction, use, including retention, percolation, disposal, or storage or any combination thereof, and maintenance thereof by the District of the Stormwater Management Facility situate within the Easement Area, together with the right to access the same from abutting rights-of-way, and Landowner is agreeable to granting such an easement on the terms and conditions set forth herein;

WHEREAS, at the time of execution of this Easement Agreement, Landowner is the sole owner of the property abutting the Stormwater Management Facility, as well as the Stormwater Management Facility itself;

WHEREAS, Landowner desires to convey, and the District desires to accept, the ownership and maintenance responsibilities for the Stormwater Management Facility;

WHEREAS, in furtherance of the District’s acceptance of the Stormwater Management Facility, Landowner agrees to convey such right, title and interest as it may hold in any and all personal property making up the Stormwater Management Facility;

WHEREAS, Landowner and the District acknowledge that Landowner has designed and constructed the Stormwater Management Facility with excess capacity such that said facility can accept, store, and treat significantly more stormwater than required to serve the District’s residential communities at build-out; and,

WHEREAS, notwithstanding (i) the perpetual, non-exclusive easement granted herein to the District, and (ii) the conveyance of ownership and maintenance responsibilities for the Stormwater Management Facility to the District, Landowner desires to explicitly reserve for itself, and for its successors and assigns, that quantity of stormwater acceptance, storage, and treatment capacity in excess of the minimum required by regulatory agencies to serve all properties within the District’s boundaries at build-out (the “**Excess Drainage Capacity**”);

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, and assigns, in perpetuity, a non-exclusive easement over, upon, under, through, and across the Easement Area for the construction, installation, repair, reconstruction, use, including retention, percolation, disposal, or storage or any combination thereof, and maintenance thereof by Grantee, of the Stormwater Management Facility, together with the right to access the same from abutting rights-

of-way, to have and to hold the same unto Grantee, its successors and assigns forever (the “Easement”).

3. Grant of Stormwater Management Facility. Grantor hereby agrees to convey, and Grantee hereby agrees to accept, all ownership and maintenance responsibility for the Stormwater Management Facility. In furtherance thereof, Grantor hereby grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, any and all right, title or interest it may have in the personal property that makes up the Stormwater Management Facility within the Easement Area including, but not limited to, all master drainage pipes, structures, inlets, manholes, mitered end sections, and control structures.

4. Grantor’s Rights to Excess Drainage Capacity. Notwithstanding Grantor’s grants to Grantee of the Easement and the Stormwater Management Facility reflected herein, Grantor hereby reserves unto itself, and its successors and assigns, the right to utilize or otherwise assign some or all of the Excess Drainage Capacity to one or more third parties, provided Grantor first obtains written consent from Grantee, which shall not be unreasonably withheld, to any proposed assignment. Excess Drainage Capacity shall mean only that quantity of stormwater acceptance, storage, and treatment capacity in excess of the minimum required by regulatory agencies to serve all properties within the District’s boundaries at build-out, as determined by the District Engineer. Grantor explicitly acknowledges and agrees that any assignment or proposed assignment to one or more third parties that would have the effect of reducing Stormwater Management Facility capacity below the minimum required by the District to serve all properties within the District’s boundaries at build-out shall be deemed void and of no force or effect whatsoever.

5. Inconsistent Use. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Area inconsistent with, or which interfere with, the rights herein accorded to the Grantee.

6. Indemnification.

(a) Landowner agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Area by Landowner, its agents, employees or independent contractors.

(b) To the extent allowed by law, the District agrees to indemnify and hold Landowner harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Area by the District, its agents, or employees or independent contractors.

(c) Landowner agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

7. **Default.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

6. **Enforcement of Agreement.** In the event that either Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Grantor: Pulte Home Company, LLC
3350 Peachtree Road Northeast, Suite 150
Atlanta, Georgia 30326
Attn: Steven M. Cook

With a copy to: Pulte Group
4400 PGA Blvd., Suite 700
Palm Beach Gardens, Florida 33458
Attn: David Kanarek

With a copy to: Shutts & Bowen LLP
CityPlace Tower
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401
Attn: Steven R. Parson

To the District: Hillcrest Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan T. Johnson

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor and counsel for Grantee may deliver Notice on behalf of Grantor and Grantee.

8. Third Parties. This Easement Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. Grantee shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair Grantee's right to protect its rights from interference by a third party.

9. Assignment. Neither party may assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. Controlling Law. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that this Easement Agreement was prepared and entered into without the benefit of a title search.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this

Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

17. 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

(Signature)

By: _____

(Print Name)

Name: _____

(Signature)

Title: _____

(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 _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company. He/She [] is personally known to me, or [] has produced _____ as identification.

Notary Public

Signed, sealed and delivered
in the presence of:

**HILLCREST COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter 190,
Florida Statutes

(Signature)

By: _____

(Print Name)

Name: _____

(Signature)

Title: _____

(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
_____, as _____ of the Board of Supervisors of
the Hillcrest Community Development District, a local unit of special-purpose government
established pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He/she [] is
personally known to me, or [] has produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION
HILLCREST COMMUNITY DEVELOPMENT DISTRICT**

DESCRIPTION:

PARCEL 1 (18-HOLE GOLF COURSE): THAT PART OF THE NORTH ONE-HALF (N 1/2) OF SECTIONS 19 AND 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, RUN ALONG THE NORTH LINE OF SECTION 19 ON AN ASSUMED BEARING OF NORTH 89°25'56" WEST, A DISTANCE OF 3874.59 FEET; THENCE, SOUTH 00°20'26" WEST, PARALLEL WITH AND 35 FEET EAST OF THE EAST LINE OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 19, A DISTANCE OF 430 FEET TO A POINT OF BEGINNING; THENCE, SOUTH 89°25'56" EAST, A DISTANCE OF 160 FEET; THENCE, NORTH 00°20'16" EAST, A DISTANCE OF 30 FEET; THENCE, SOUTH 89°25'56" EAST, ALONG THE SOUTH LINE OF BLOCK 1 OF HILLWOOD SECTION ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 60, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 295 FEET; THENCE, SOUTH 07°34'43" EAST, A DISTANCE OF 1040.60 FEET TO A POINT OF CURVATURE; THENCE, EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET AND A CENTRAL ANGLE OF 100°54'41", AN ARC DISTANCE OF 176.12 FEET TO A POINT OF TANGENCY; THENCE, NORTH 71°30'36" EAST, ALONG THE SOUTH LINE OF HILLWOOD SECTION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 64, AT PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 389.52 FEET TO A POINT OF CURVATURE; THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET AND A CENTRAL ANGLE OF 70°56'32", AN ARC DISTANCE OF 123.82 FEET TO A POINT OF TANGENCY; THENCE, NORTH 00°34'04" EAST, A DISTANCE OF 648.75 FEET; THENCE, NORTH 61°30'48" EAST, A DISTANCE OF 205.91 FEET; THENCE, NORTH 83°59'09" EAST, A DISTANCE OF 261.73 FEET TO THE WEST LINE OF BLOCK 5 OF HILLWOOD SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, SOUTH 11°57'40" EAST, ALONG SAID WEST LINE A DISTANCE OF 577.13 FEET TO A POINT OF CURVATURE; THENCE, SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200 FEET AND A CENTRAL ANGLE OF 77°28'16", AN ARC DISTANCE OF 270.43 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 89°25'56" EAST, ALONG THE SOUTH LINE OF PARCEL A OF SAID HILLWOOD SECTION ONE, A DISTANCE OF 12.50 FEET; THENCE, SOUTH 00°34'04" WEST, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 89°25'56" EAST, A DISTANCE OF 247.00 FEET; THENCE, NORTH 00°34'04" EAST, A DISTANCE OF 5.00 FEET TO THE SOUTH LINE OF PARCEL A; THENCE, SOUTH 89°25'56" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 280.07 FEET TO THE SOUTHWEST CORNER OF BLOCK 8 OF SAID HILLWOOD SECTION THREE; THENCE, SOUTH 00°34'04" WEST A DISTANCE OF 98 FEET; THENCE, SOUTH 63°01'47" EAST, A DISTANCE OF 125.04 FEET TO THE SOUTH LINE OF SAID BLOCK 8; THENCE, SOUTH 35°31'47" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 8 A DISTANCE OF 49.57 FEET TO A POINT OF CURVATURE; THENCE, SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.92 FEET AND A CENTRAL ANGLE OF 44°24'09", AN ARC DISTANCE OF 155.71 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 79°55'56" EAST, A DISTANCE OF 396.77 FEET; THENCE, SOUTH 10°04'04" WEST, A DISTANCE OF 10 FEET; THENCE, SOUTH 79°55'56" EAST, A DISTANCE OF 30 FEET; THENCE NORTH 10°04'04" EAST, A DISTANCE OF 10 FEET; THENCE, SOUTH 79°55'56" EAST, A DISTANCE OF 150.08 FEET TO A POINT OF CURVATURE; THENCE, EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1600 FEET AND A CENTRAL ANGLE OF 16°12'22", AN ARC DISTANCE OF 452.56 FEET; THENCE, SOUTH 06°08'18" EAST, A DISTANCE OF 343.51 FEET; THENCE, NORTH 72°48'53" EAST, A DISTANCE OF 620.40 FEET; THENCE, SOUTH 17°11'07" EAST, A DISTANCE OF 22.66 FEET; THENCE, SOUTH 82°52'29" EAST, A DISTANCE OF 489.31 FEET; THENCE, NORTH 00°18'53" EAST, A DISTANCE OF 497.85 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 20; THENCE, SOUTH 89°59'37" EAST, A DISTANCE OF 334.54 FEET; THENCE, SOUTH 00°18'10" WEST, A DISTANCE OF 643.59 FEET; THENCE, SOUTH 27°41'23" WEST, A DISTANCE OF 51.20 FEET; THENCE, SOUTH 40°08'44" WEST, A DISTANCE OF 102 FEET; THENCE,

SOUTH 22°04'17" WEST, A DISTANCE OF 146 FEET; THENCE SOUTH 83°29'16" EAST, A DISTANCE OF 8.26 FEET; THENCE, SOUTH 27°41'23" WEST, A DISTANCE OF 446 FEET; THENCE, SOUTH 89°50'06" WEST, A DISTANCE OF 329.63 FEET; THENCE, NORTH 00°19'37" EAST, A DISTANCE OF 624.55 FEET; THENCE, SOUTH 89°55'15" WEST, A DISTANCE OF 669.37 FEET; THENCE, NORTH 89°24'18" WEST, A DISTANCE OF 656.84 FEET; THENCE, SOUTH 00°30'02" WEST, A DISTANCE OF 615.44 FEET; THENCE, NORTH 89°23'45" WEST, PARALLEL WITH AND 60 FEET NORTH OF THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF SAID SECTION 19, A DISTANCE OF 1674.66 FEET; THENCE, NORTH 00°36'15" EAST, A DISTANCE OF 253 FEET; THENCE, NORTH 89°23'45" WEST, A DISTANCE OF 933.74 FEET; THENCE, NORTH 39°30'49" WEST, A DISTANCE OF 473.34 FEET; THENCE, NORTH 89°24'18" WEST, A DISTANCE OF 255.39 FEET; THENCE NORTH 00°02'57" EAST, A DISTANCE OF 1.69 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 335 FEET AND A CENTRAL ANGLE OF 15°26'55", AN ARC DISTANCE OF 90.33 FEET TO A POINT OF TANGENCY; THENCE, NORTH 15°23'58" WEST, A DISTANCE OF 100 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 265 FEET AND A CENTRAL ANGLE OF 15°44'14", AN ARC DISTANCE OF 72.79 FEET TO A POINT OF TANGENCY ON A LINE 35 FEET EAST OF THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE, NORTH 00°20'16" EAST, PARALLEL WITH AND 35 FEET EAST OF THE EAST LINE OF GOVERNMENT LOTS 1 AND 2 A DISTANCE OF 1336.03 FEET TO THE POINT OF BEGINNING; AND

PARCEL 2 (CLUBHOUSE): PARCEL A OF HILLWOOD SECTION ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 60, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF THE NORTH ONE-HALF (N 1/2) OF SECTION 19, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A; RUN NORTH 89°25'56" WEST ALONG THE SOUTH LINE OF PARCEL A A DISTANCE OF 280.07 FEET TO A POINT OF BEGINNING; THENCE, CONTINUE NORTH 89°25'56" WEST ALONG SAID SOUTH LINE A DISTANCE OF 247 FEET; THENCE, SOUTH 00°34'04" WEST, A DISTANCE OF 5 FEET; THENCE, SOUTH 89°25'56" EAST, A DISTANCE OF 247 FEET; THENCE, NORTH 00°34'04" EAST A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING; AND

PARCEL 3 (TENNIS COURTS): THAT PORTION OF BLOCK 6 OF HILLWOOD SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6, RUN SOUTH 00°38'59" WEST, A DISTANCE OF 460.33 FEET TO A POINT OF BEGINNING; THENCE, CONTINUE SOUTH 00°38'59" WEST, A DISTANCE OF 131.67 FEET; THENCE, NORTH 89°25'23" WEST, A DISTANCE OF 471.66 FEET TO THE EAST LINE OF HILLCREST DRIVE; THENCE, NORTH 20°55'56" WEST, A DISTANCE OF 70.99 FEET TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 780 FEET AND A CENTRAL ANGLE OF 05°05'55", AN ARC DISTANCE OF 69.41 FEET; THENCE, SOUTH 89°25'23" EAST, A DISTANCE OF 520.40 FEET TO THE POINT OF BEGINNING; AND

PARCEL 4 (EXECUTIVE GOLF COURSE): THAT PORTION OF BLOCKS 7 AND 9 OF HILLWOOD SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 7, RUN NORTH 89°49'21" WEST, ALONG THE NORTH LINE OF BLOCK 7 A DISTANCE OF 75 FEET TO A POINT OF BEGINNING; THENCE, SOUTH 00°19'37" WEST, A DISTANCE OF 200 FEET; THENCE, NORTH 89°49'21" WEST, A DISTANCE OF 328.16 FEET; THENCE, NORTH 29°49'21" WEST, A DISTANCE OF 27.89 FEET; THENCE, SOUTH 60°10'39" WEST, A DISTANCE OF 48.30 FEET; THENCE, NORTH 89°49'21" WEST, A DISTANCE OF 91.07 FEET; THENCE, SOUTH 29°49'21" EAST, A DISTANCE OF 220 FEET; THENCE, SOUTH 00°19'37" WEST, A DISTANCE OF 318.76 FEET; THENCE, SOUTH 29°56'00" WEST, A DISTANCE OF 109.90 FEET; THENCE, SOUTH 17°11'07" EAST, A DISTANCE OF 27.29 FEET; THENCE, SOUTH 29°56'00" WEST, A DISTANCE OF 41.90 FEET; THENCE, SOUTH 60°04'00" EAST, A DISTANCE OF 45.12 FEET; THENCE, SOUTH 17°11'07" EAST, A DISTANCE OF 171.13 FEET TO THE SOUTHERLY BOUNDARY OF SAID BLOCK 9; THENCE, SOUTH

72°48'53" WEST, ALONG THE LAST DESCRIBED LINE A DISTANCE OF 207.51 FEET TO A POINT OF CURVATURE; THENCE, WESTERLY ALONG A 1180 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°15'11", AN ARC DISTANCE OF 561.27 FEET TO A POINT OF TANGENCY; THENCE, NORTH 79°55'56" WEST, A DISTANCE OF 347.46 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ALONG A 938.45 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°30'00", AN ARC DISTANCE OF 335.77 FEET TO A POINT OF TANGENCY; THENCE, NORTH 59°25'56" WEST, A DISTANCE OF 100 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ALONG A 468.63 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°29'43", AN ARC DISTANCE OF 175.81 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 9; THENCE, NORTH 00°34'04" EAST, A DISTANCE OF 231.27 FEET; THENCE, SOUTH 89°25'23" EAST, A DISTANCE OF 752.60 FEET; THENCE, NORTH 00°30'02" EAST, A DISTANCE OF 170.44 FEET TO A POINT ON A 50 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 00°30'02" EAST FROM SAID POINT; THENCE, NORTHEASTERLY AND NORTHWESTERLY ALONG THE LAST DESCRIBED CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 143°07'48", AN ARC DISTANCE OF 124.90 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 42ND AVENUE; THENCE, NORTH 00°30'02" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 359.93 FEET TO A POINT OF CURVATURE; THENCE, NORTHEASTERLY ALONG A 25 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°04'02", AN ARC DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE, SOUTH 89°25'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 596.59 FEET; THENCE, SOUTH 89°49'21" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE 593.51 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION OF BLOCK 9 OF HILLWOOD SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 9, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF HILLCREST DRIVE AND ON THE ARC OF A CURVE WHOSE CENTER BEARS SOUTH 09°04'21" WEST FROM SAID CORNER; THENCE, SOUTHEASTERLY ALONG THE SOUTH LINE OF BLOCK 9 AND ALONG SAID ARC TO THE RIGHT, HAVING A RADIUS OF 468.63 FEET AND A CENTRAL ANGLE OF 03°43'06", AN ARC DISTANCE OF 30.41 FEET; THENCE NORTH 00°34'04" EAST, A DISTANCE OF 112 FEET; THENCE NORTH 89°25'56" WEST, A DISTANCE OF 29.91 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 9; THENCE, SOUTH 00°34'04" WEST, ALONG SAID WEST LINE A DISTANCE OF 106.53 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (HILLCREST EAST NO. 24 EASEMENT): EASEMENT IN FAVOR OF THE HOLLYWOOD BEACH HOTEL COMPANY, ITS SUCCESSORS AND ASSIGNS OVER THE FOLLOWING DESCRIBED PROPERTY FOR USE AS PART OF A GOLF COURSE AS SET OUT THAT WARRANTY DEED FILED FEBRUARY 14, 1973 IN OFFICIAL RECORDS BOOK 5165, AT PAGE 690 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SUBJECT TO THE TERMS AND CONDITIONS STATED THEREIN.

FROM THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 8 OF HILLWOOD SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, RUN SOUTH 79°55'56" EAST ALONG THE SOUTH LINE OF BLOCK 8 A DISTANCE OF 57 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1600 FEET AND A CENTRAL ANGLE OF 16°12'22" AN ARC DISTANCE OF 452.56 FEET TO A POINT OF BEGINNING; THENCE, CONTINUE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1600 FEET AND A CENTRAL ANGLE OF 11°02'49" AN ARC DISTANCE OF 308.49 FEET; THENCE, SOUTH 17°11'07" EAST, A DISTANCE OF 15 FEET; THENCE, NORTH 72°48'53" EAST, A DISTANCE OF 248 FEET; THENCE, SOUTH 17°11'07" EAST A DISTANCE OF 292.50 FEET; THENCE SOUTH 72°48'53" WEST, A DISTANCE OF 620.40 FEET; THENCE NORTH 06°08'18" WEST, A DISTANCE OF 343.51 FEET TO THE POINT OF BEGINNING; AND

PARCEL 6 (HILLCREST EAST NO. 25 EASEMENT): EASEMENT IN FAVOR OF THE HOLLYWOOD BEACH HOTEL COMPANY, ITS SUCCESSORS AND ASSIGNS OVER THE FOLLOWING DESCRIBED PROPERTY FOR USE AS PART OF A GOLF COURSE AS SET OUT THAT WARRANTY DEED FILED FEBRUARY 13,

1974 IN OFFICIAL RECORDS BOOK 5639, AT PAGE 794 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SUBJECT TO THE TERMS AND CONDITIONS STATED THEREIN.

THAT PORTION OF THE NORTH ONE-HALF (N 1/2) OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 8 OF HILLWOOD SECTION THREE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 72°48'53" WEST ALONG THE SOUTH BOUNDARY OF LOT 2 A DISTANCE OF 571.53 FEET; THENCE, SOUTH 17°11'07" EAST A DISTANCE OF 15 FEET; THENCE SOUTH 72°48'53" WEST A DISTANCE OF 42 FEET; THENCE, SOUTH 17°11'07" EAST A DISTANCE OF 315.16 FEET; THENCE, SOUTH 82°52'29" EAST, A DISTANCE OF 489.31 FEET; THENCE, NORTH 00°18'53" EAST A DISTANCE OF 557.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.
CONTAINING 7,371,490 SQUARE FEET/169.2261 ACRES MORE OR LESS.

EXHIBIT B

**LEGAL DESCRIPTION AND
SKETCH OF EASEMENT AREA**