

*VillaMar*  
*Community Development District*

*Meeting Agenda*

*July 14, 2021*

# AGENDA



# ***VillaMar***

## ***Community Development District***

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219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

July 7, 2021

**Board of Supervisors  
VillaMar  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **VillaMar Community Development District** will be held **Wednesday, July 14, 2021**, at **3:15 PM** at **346 E. Central Ave., Winter Haven, FL 33880**.

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 895 4149 7661

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 May 12, 2021, Board of Supervisors Meeting
4. Public Hearings
  - A. Public Hearing on the Adoption of the Fiscal Year 2022 Budget
    - i. Consideration of Resolution 2021-15 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds
  - B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
    - i. Consideration of Resolution 2021-16 Imposing Special Assessments and Certifying an Assessment Roll
  - C. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels
    - i. Presentation of Amended and Restated Master Engineer's Report
    - ii. Presentation of Amended and Restated Master Assessment Methodology

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

- iii. Consideration of Resolution 2021-17 Levying Special Assessments on Boundary Amendment Parcels
    - iv. Consideration of Amended and Restated Notice of Special Assessments
  - D. Public Hearing on the District's Use of the Uniform Method of Levying, Collection & Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Parcels
    - i. Consideration of Resolution 2021-18 Expressing the District's Intent to Utilize the Uniform Method of Collection on Boundary Amendment Parcels
- 5. Consideration of Resolution 2021-19 Designating a Date, Time, and Location for a Landowners' Meeting and Election
- 6. Consideration of Resolution 2021-20 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022 Meetings
- 7. Consideration of Proposal from AMTEC for Fiscal Year 2020 Arbitrage Rebate Services
- 8. Consideration of Proposal Letter for Services from Hopping, Green & Sams for 2021 Bond Issuance
- 9. Consideration of Construction Funding Agreement for Phase 4 with Clayton Properties Group, Inc.
- 10. Consideration of Temporary Construction and Access Easement Agreement for Phase 4 with Clayton Properties Group, Inc.
- 11. Consideration of Arbitrage Rebate Report from AMTEC for Series 2019 Bonds
- 12. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposals for Pond Maintenance
      - a) Solitude Lake Management
      - b) Aquagenix
      - c) Aquatic Weed Management, Inc.
    - ii. Consideration of Proposals for Pest Control
      - a) Orkin
      - b) Massey Services, Inc.
    - iii. Consideration of Proposal for Permanent Garbage Cans at Amenity  
(to be provided under separate cover)
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement

- iii. Ratification of Series 2019 Requisition #145
- iv. Ratification of Summary of Series 2020 Requisitions #42 and #43; #47 to #69
- v. Ratification of Kearney Change Order #1 for Phase 4

13. Other Business

14. Supervisors Requests and Audience Comments

15. Adjournment

# MINUTES

**MINUTES OF MEETING  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the VillaMar Community Development District was held on Wednesday, **May 12, 2021** at 3:17 p.m. at 346 E. Central Ave., Winter Haven, FL.

Present and constituting a quorum:

Lauren Schwenk  
Brian Walsh  
Patrick Marone

Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also, present were:

Jill Burns  
Michelle Rigoni  
Clayton Smith  
Dennis Wood *via Zoom*

District Manager, GMS  
Hopping Green & Sams  
GMS  
District Engineer

*The following is a summary of the discussions and actions taken at the May 12, 2021 VillaMar Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and noted that a quorum was established with three Supervisors present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated there were 2 members of the public present.

**THIRD ORDER OF BUSINESS    Approval of Minutes of the April 14, 2021 Board of Supervisors Meeting and the April 28, 2021 Continued Board of Supervisors Meeting**

Ms. Burns presented the April 14, 2021 Board of Supervisors meeting minutes and the April 28<sup>th</sup> continued Board meeting. She asked for any comments, changes, or corrections. The Board had no changes.

On MOTION by Ms. Schwenk, seconded by Mr. Walsh, with all in favor, the Minutes of the April 14, 2021 Board of Supervisors Meeting and the April 28<sup>th</sup> Continued Board Meeting, were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Assessment Items for Boundary Amendment**

##### **A. Presentation of Amended and Restated Master Engineer's Report**

Mr. Wood presented a brief overview of the Restated Master Engineer's Report. He noted the boundary limits would be expanded approximately 435 acres. He noted they were adding Phase 3, which is 140 lots, Phase 4, 200 lots, Phase 5, 277 lots and Phase 6, 242 lots to an expanded total of 1,468 single family lots. He added all legal issues had been revised appropriately and the exhibit was adjusted. The total number was Phase 3, 240 lots at \$3,775,000, Phase 4 was 200 lots at \$5,849,000, Phase 5 was 271 lots at \$6,589,000, and Phase 6 was 242 lots at \$5,930,000. The total is 1,468 lots total with a cost of \$39,080,000.

Ms. Rigoni verified the report was consistent with the improvement plan, the cost estimates were reasonable for the project design and scope, and that there was no reason the District could not carry out the project.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, The Amended and Restated Master Engineer's Report, was approved.

##### **B. Presentation of Amended and Restated Master Assessment Methodology**

Ms. Burns noted that the previous Master Assessment Methodology Report was dated December 5, 2018. She outlined the report and included the expansions in the Engineer's report have been added. She reviewed all the tables which outline the single family 40' lots with an ERU of .8, single family 50' lots with an ERU of 1.0, and single family 70' lots with an ERU of 1.4. Cost estimates in Engineer's report at 39,080,500. The estimated bond sizing is \$50,000,000. The par debt per unit was reviewed. Ms. Rigoni verified the legal questions regarding consistency with the original Assessment Methodology of December 15, 2018. Ms. Burns clarified this is for the levying on the expansion area, so the debt assessments will remain the same.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, the Amended and Restated Master Assessment Methodology, was approved.

**C. Consideration of Resolution 2021-12 Declaring Special Assessments on Boundary Amendment Parcels**

Ms. Burns noted this resolution kicks off the assessment process.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, Resolution 2021-12 Declaring Special Assessment on the Boundary Amendment Parcels, was approved.

**D. Consideration of Resolution 2021-13 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels**

Ms. Burns suggested the Public Hearing for the regular July meeting on July 14, 2021 at 3:15 p.m. at the same location.

On MOTION by Ms. Schwenk, seconded by Mr. Walsh, with all in favor, Resolution 2021-13 Setting the Public Hearing on Special Assessment on Boundary Amendment Parcels for July 14, 2021, at 3:15 at the same location, was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-14  
Setting the Public Hearing Expressing the  
District's Intent to Utilize the Uniform  
Method of Levying, Collecting, and  
Enforcing Non-Ad Valorem Assessments  
on Boundary Amendment Parcels**

Ms. Burns suggested the Public Hearing for July 14, 2021 at 3:15 p.m. at the same location.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, Resolution 2021-14 Setting the Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessment on Boundary Amendment Parcels, was approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Rigoni had nothing further to report to the Board.

**B. Engineer**

Mr. Woods confirmed the total number needed for the Assessment Methodology report was 21 40' lots and 119 50' lots. The total is 140.

**C. Field Manager's Report**

Mr. Smith presented the field manager's report for the Board. Completed and in progress items for the amenity include:

- Fence sections were repaired and may need to replace posts.
- The irrigation repairs of removal of trash on main Boulevard
- Amenity opens today.
- Using temporary key codes until internet is installed

**D. District Manager's Report**

**i. Approval of the Check Register**

Ms. Burns reported the check register totaled \$74,817.08. She asked if there were any questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, the Check Register totaling \$74,817.08, was approved.



**ii. Balance Sheet and Income Statement**

Ms. Burns stated that the financials were included in the package for review. These are for informational purposes and there was no action required.

**iii. Presentation of Number of Voters – 53**

Ms. Burns stated that the number of voters in the VillaMar District as of April 14, 2021 was 53.

**iv. Ratification of Summary of Series 2020 Requisitions #34 to #36; #38 to #41; #44 to #46**

Ms. Burns stated that these had been approved and she was looking for a motion to ratify the Series 2020 Requisitions #34-#36, #38-#41 and #44-#46.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, the Series 2020 Requisitions #34-#36, #38-#41, and #44-#46, were ratified.
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**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

One question was asked by a resident, and Ms. Burns agreed to help the resident after the meeting.

**NINTH ORDER OF BUSINESS**

**Continuation of Meeting**

The meeting was adjourned

On MOTION by Ms. Schwenk, seconded by Mr. Walsh, with all in favor, the meeting was continued.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

# SECTION A

# SECTION 1

## RESOLUTION 2021-15

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the VillaMar Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) 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 1<sup>st</sup> 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 VILLAMAR 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 VillaMar Community Development District for the Fiscal Year Ending September 30, 2022.”
- 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 2021/2022, the sum of \$ \_\_\_\_\_ 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	\$ _____
SERIES 2019 DEBT SERVICE FUND	\$ _____
SERIES 2020 DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of

the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. 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 14<sup>TH</sup> DAY OF JULY, 2021.**

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

By:\_\_\_\_\_  
Its:\_\_\_\_\_

***VillaMar***  
***Community Development District***

***Proposed Budget***  
***FY2022***





# Table of Contents

<b>1-2</b>	<b>General Fund</b>
<b>3-7</b>	<b>General Fund Narrative</b>
<b>8</b>	<b>Series 2019 Debt Service Fund</b>
<b>9-10</b>	<b>Series 2019 Amortization Schedule</b>
<b>11</b>	<b>Series 2020 Amortization Schedule</b>
<b>12-13</b>	<b>Series 2020 Amortization Schedule</b>

**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2021	Actuals Thru 5/31/21	Projected Next 4 Months	Total Thru 9/30/21	Proposed Budget FY2022
<b>Revenues</b>					
Assessments - Tax Roll	\$ 217,984	\$ 218,716	\$ -	\$ 218,716	\$ 182,270
Assessments - Direct Bill (Platted)	\$ -	\$ -	\$ -	\$ -	\$ 153,347
Assessments - Direct Bill (Unplatted)	\$ 82,527	\$ 61,895	\$ 20,632	\$ 82,527	\$ 112,828
Developer Contributions	\$ -	\$ 19,224	\$ -	\$ 19,224	\$ -
Boundary Amendment Contributions	\$ -	\$ 26,576	\$ 7,882	\$ 34,458	\$ -
<b>Total Revenues</b>	<b>\$ 300,511</b>	<b>\$ 326,411</b>	<b>\$ 28,514</b>	<b>\$ 354,926</b>	<b>\$ 448,445</b>

**Expenditures**

Administrative

Supervisor Fees	\$ 12,000	\$ 5,800	\$ 4,000	\$ 9,800	\$ 12,000
Engineering	\$ 20,000	\$ -	\$ 6,667	\$ 6,667	\$ 10,000
Attorney	\$ 25,000	\$ 19,297	\$ 10,000	\$ 29,297	\$ 30,000
Annual Audit	\$ 4,000	\$ -	\$ 3,475	\$ 3,475	\$ 5,000
Assessment Administration	\$ 6,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Arbitrage	\$ 1,300	\$ 450	\$ 450	\$ 900	\$ 1,350
Dissemination	\$ 6,000	\$ 4,708	\$ 2,167	\$ 6,875	\$ 7,000
Trustee Fees	\$ 7,000	\$ 2,788	\$ 4,212	\$ 7,000	\$ 10,500
Management Fees	\$ 35,000	\$ 23,333	\$ 11,667	\$ 35,000	\$ 36,050
Information Technology	\$ 1,410	\$ 600	\$ 600	\$ 1,200	\$ 1,800
Website Maintenance	\$ 940	\$ -	\$ 400	\$ 400	\$ 1,200
Telephone	\$ 250	\$ 7	\$ 83	\$ 90	\$ 250
Postage & Delivery	\$ 850	\$ 353	\$ 283	\$ 636	\$ 850
Insurance	\$ 5,700	\$ 5,947	\$ -	\$ 5,947	\$ 6,000
Printing & Binding	\$ 1,000	\$ 50	\$ 333	\$ 384	\$ 1,000
Legal Advertising	\$ 10,000	\$ 7,526	\$ 2,474	\$ 10,000	\$ 10,000
Other Current Charges	\$ 998	\$ 903	\$ 480	\$ 1,383	\$ 1,500
Boundary Amendment Expenses	\$ -	\$ 17,259	\$ 17,199	\$ 34,458	\$ -
Office Supplies	\$ 500	\$ 19	\$ 167	\$ 186	\$ 500
Travel Per Diem	\$ 550	\$ -	\$ 183	\$ 183	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Subtotal Administrative</b>	<b>\$ 138,673</b>	<b>\$ 94,217</b>	<b>\$ 64,841</b>	<b>\$ 159,057</b>	<b>\$ 140,725</b>

**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2021	Actuals Thru 5/31/21	Projected Next 4 Months	Total Thru 9/30/21	Proposed Budget FY2022
<i>Operations &amp; Maintenance</i>					
<b>Field Expenses</b>					
Property Insurance	\$ 5,000	\$ 2,800	\$ -	\$ 2,800	\$ 7,900
Field Management	\$ 12,500	\$ 5,000	\$ 5,000	\$ 10,000	\$ 15,000
Landscape Maintenance	\$ 37,960	\$ 19,940	\$ 1,478	\$ 21,418	\$ 60,000
Landscape Replacement	\$ 7,500	\$ -	\$ 2,500	\$ 2,500	\$ 7,500
Pond Maintenance	\$ -	\$ -	\$ 1,104	\$ 1,104	\$ 4,000
Streetlights	\$ 11,340	\$ 11,333	\$ 20,000	\$ 31,333	\$ 60,000
Electric	\$ 1,620	\$ 1,924	\$ 200	\$ 2,124	\$ 2,500
Water & Sewer	\$ 648	\$ 37,424	\$ 15,000	\$ 52,424	\$ 45,000
Sidewalk & Asphalt Maintenance	\$ 500	\$ -	\$ 833	\$ 833	\$ 2,500
Irrigation Repairs	\$ 5,000	\$ -	\$ 1,333	\$ 1,333	\$ 4,000
General Repairs & Maintenance	\$ 15,000	\$ 1,499	\$ 3,667	\$ 5,165	\$ 11,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 2,500
<b>Subtotal Field Expenses</b>	<b>\$ 102,068</b>	<b>\$ 79,919</b>	<b>\$ 51,949</b>	<b>\$ 131,868</b>	<b>\$ 221,900</b>
<b>Amenity Expenses</b>					
Amenity - Electric	\$ 10,800	\$ 1,471	\$ 6,000	\$ 7,471	\$ 18,000
Amenity - Water	\$ 2,880	\$ -	\$ 1,667	\$ 1,667	\$ 5,000
Playground & Furniture Lease	\$ 7,875	\$ 3,237	\$ 4,315	\$ 7,552	\$ 14,000
Internet	\$ 675	\$ -	\$ 1,000	\$ 1,000	\$ 3,000
Pest Control	\$ 540	\$ -	\$ 240	\$ 240	\$ 720
Janitorial Services	\$ 7,500	\$ 450	\$ 1,800	\$ 2,250	\$ 5,400
Security Services	\$ 7,500	\$ 600	\$ 3,333	\$ 3,933	\$ 10,000
Pool Maintenance	\$ 14,625	\$ 2,700	\$ 5,400	\$ 8,100	\$ 16,200
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Amenity Repairs & Maintenance	\$ 750	\$ -	\$ 1,000	\$ 1,000	\$ 5,000
Contingency	\$ 5,625	\$ -	\$ 2,500	\$ 2,500	\$ 2,500
<b>Subtotal Amenity Expenses</b>	<b>\$ 58,770</b>	<b>\$ 8,458</b>	<b>\$ 27,255</b>	<b>\$ 35,713</b>	<b>\$ 84,820</b>
<b><i>Total Operations &amp; Maintenance</i></b>	<b>\$ 160,838</b>	<b>\$ 88,377</b>	<b>\$ 79,205</b>	<b>\$ 167,582</b>	<b>\$ 306,720</b>
<i>Other Expenses</i>					
Capital Reserves	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
<b><i>Total Other Expenses</i></b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>
<b>Total Expenditures</b>	<b>\$ 300,511</b>	<b>\$ 182,594</b>	<b>\$ 145,045</b>	<b>\$ 327,639</b>	<b>\$ 448,445</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 143,818</b>	<b>\$ (116,531)</b>	<b>\$ 27,287</b>	<b>\$ -</b>

Net Assessments	\$448,445
Add: Discounts & Collections 7%	\$33,754
Gross Assessments	<u>\$482,199</u>

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted - Tax Roll	334.00	334.00	1.00	\$182,270.31	\$545.72	\$586.80
Platted - Direct	281.00	281.00	1.00	\$153,347.18	\$545.72	\$586.80
Unplatted - Direct	206.75	827.00	0.25	\$112,827.51	\$136.43	\$146.70
<b>Total ERU's</b>	<b>821.75</b>	<b>1442.00</b>		<b>\$448,445.00</b>		

# VillaMar

## Community Development District

### General Fund Budget

#### **Revenues:**

##### **Assessments**

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

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#### **Expenditures:**

##### **General & Administrative:**

###### **Supervisor Fees**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

###### **Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

###### **Attorney**

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

###### **Annual Audit**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

###### **Assessment Administration**

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

###### **Arbitrage**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2019 and Series 2020 bonds as well as one other anticipated bond issuance.

###### **Dissemination**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2019 and Series 2020 bonds as well as one other anticipated bond issuance.

# **VillaMar**

## **Community Development District**

### **General Fund Budget**

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Telephone

Telephone and fax machine.

#### Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

# VillaMar

## Community Development District

### General Fund Budget

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

#### Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### **Operations & Maintenance:**

##### **Field Expenses**

#### Property Insurance

The District's property insurance coverages.

#### Field Management

Represents the costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. These services are provided by Governmental Management Services-Central Florida, LLC. Services provided include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

#### Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

#### Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

#### Pond Maintenance

Represents the estimated costs to maintain the ponds within the District's boundaries.

#### Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

#### Electric

Represents current and estimated electric charges of common areas throughout the District.

# **VillaMar**

## **Community Development District**

### **General Fund Budget**

#### Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

#### Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

#### Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

#### General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

#### Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

### **Amenity Expenses**

#### Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

#### Amenity – Water

Represents estimated water charges for the District's amenity facilities.

#### Playground Lease

The District has entered into a leasing agreement for playgrounds and pool furniture installed in the community with WHFS, LLC

#### Internet

Internet service will be added for use at the Amenity Center.

#### Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

#### Janitorial Services

Represents the costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities. The District is contracted with CSS Clean Star Services of Central Florida, Inc. for these services.

**VillaMar**  
**Community Development District**  
**General Fund Budget**

*Security Services*

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

*Pool Maintenance*

Represents the costs of regular cleaning and treatments of the District's pool. The District is contracted with Complete Pool Care, Inc. for these services.

*Amenity Access Management*

Represents the cost of managing and monitoring access to the District's amenity facilities.

*Amenity Repairs & Maintenance*

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

*Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

***Other Expenses:***

*Capital Reserves*

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.



**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**Series 2019 Debt Service Fund**

Description	Adopted Budget FY2021	Actual Thru 5/31/21	Projected Next 4 Months	Projected Thru 9/30/21	Proposed Budget FY2022
<b>Revenues</b>					
Assessments	\$ 450,869	\$ 406,336	\$ 44,533	\$ 450,869	\$ 404,974
Assessments - Lot Closings	\$ -	\$ 3,908	\$ -	\$ 3,908	\$ -
Prepayments	\$ -	\$ 114,910	\$ -	\$ 114,910	\$ -
Interest Income	\$ -	\$ 25	\$ -	\$ 25	\$ -
Carry Forward Surplus	\$ 293,473	\$ 460,355	\$ -	\$ 460,355	\$ 187,971
<b>Total Revenues</b>	<b>\$ 744,342</b>	<b>\$ 985,534</b>	<b>\$ 44,533</b>	<b>\$ 1,030,067</b>	<b>\$ 592,945</b>
<b>Expenses</b>					
Interest - 11/1	\$ 159,547	\$ 159,547	\$ -	\$ 159,547	\$ 147,763
Special Call - 11/1	\$ 100,000	\$ 280,000	\$ -	\$ 280,000	\$ -
Interest - 2/1	\$ -	\$ 517	\$ -	\$ 517	\$ -
Special Call - 2/1	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ -
Principal - 5/1	\$ 115,000	\$ 110,000	\$ -	\$ 110,000	\$ 110,000
Interest - 5/1	\$ 159,547	\$ 152,031	\$ -	\$ 152,031	\$ 147,763
Special Call - 5/1	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -
Special Call - 8/1	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ -
<b>Total Expenditures</b>	<b>\$ 534,094</b>	<b>\$ 777,095</b>	<b>\$ 65,000</b>	<b>\$ 842,095</b>	<b>\$ 405,525</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 210,248</b>	<b>\$ 208,438</b>	<b>\$ (20,467)</b>	<b>\$ 187,971</b>	<b>\$ 187,420</b>

\* Carryforward surplus less reserve requirement of \$407,087.51

Interest Expense 11/1/22

**\$ 145,700**

**Total**

**\$ 145,700**

**Villamar**  
**Community Development District**  
**Series 2019 Special Assessment Bonds**  
**Amortization Schedule**

Date		Balance	Principal		Interest		Total
11/01/21	\$	6,360,000.00	\$	-	\$	147,762.50	\$ 147,762.50
05/01/22	\$	6,360,000.00	\$	110,000.00	\$	147,762.50	\$ -
11/01/22	\$	6,250,000.00	\$	-	\$	145,700.00	\$ 403,462.50
05/01/23	\$	6,250,000.00	\$	115,000.00	\$	145,700.00	\$ -
11/01/23	\$	6,135,000.00	\$	-	\$	143,543.75	\$ 404,243.75
05/01/24	\$	6,135,000.00	\$	120,000.00	\$	143,543.75	\$ -
11/01/24	\$	6,015,000.00	\$	-	\$	141,293.75	\$ 404,837.50
05/01/25	\$	6,015,000.00	\$	125,000.00	\$	141,293.75	\$ -
11/01/25	\$	5,890,000.00	\$	-	\$	138,793.75	\$ 405,087.50
05/01/26	\$	5,890,000.00	\$	130,000.00	\$	138,793.75	\$ -
11/01/26	\$	5,760,000.00	\$	-	\$	136,193.75	\$ 404,987.50
05/01/27	\$	5,760,000.00	\$	135,000.00	\$	136,193.75	\$ -
11/01/27	\$	5,625,000.00	\$	-	\$	133,493.75	\$ 404,687.50
05/01/28	\$	5,625,000.00	\$	140,000.00	\$	133,493.75	\$ -
11/01/28	\$	5,485,000.00	\$	-	\$	130,693.75	\$ 404,187.50
05/01/29	\$	5,485,000.00	\$	145,000.00	\$	130,693.75	\$ -
11/01/29	\$	5,340,000.00	\$	-	\$	127,793.75	\$ 403,487.50
05/01/30	\$	5,340,000.00	\$	155,000.00	\$	127,793.75	\$ -
11/01/30	\$	5,185,000.00	\$	-	\$	124,209.38	\$ 407,003.13
05/01/31	\$	5,185,000.00	\$	160,000.00	\$	124,209.38	\$ -
11/01/31	\$	5,025,000.00	\$	-	\$	120,509.38	\$ 404,718.75
05/01/32	\$	5,025,000.00	\$	170,000.00	\$	120,509.38	\$ -
11/01/32	\$	4,855,000.00	\$	-	\$	116,578.13	\$ 407,087.50
05/01/33	\$	4,855,000.00	\$	175,000.00	\$	116,578.13	\$ -
11/01/33	\$	4,680,000.00	\$	-	\$	112,531.25	\$ 404,109.38
05/01/34	\$	4,680,000.00	\$	185,000.00	\$	112,531.25	\$ -
11/01/34	\$	4,495,000.00	\$	-	\$	108,253.13	\$ 405,784.38
05/01/35	\$	4,495,000.00	\$	190,000.00	\$	108,253.13	\$ -
11/01/35	\$	4,305,000.00	\$	-	\$	103,859.38	\$ 402,112.50
05/01/36	\$	4,305,000.00	\$	200,000.00	\$	103,859.38	\$ -
11/01/36	\$	4,105,000.00	\$	-	\$	99,234.38	\$ 403,093.75
05/01/37	\$	4,105,000.00	\$	210,000.00	\$	99,234.38	\$ -
11/01/37	\$	3,895,000.00	\$	-	\$	94,378.13	\$ 403,612.50
05/01/38	\$	3,895,000.00	\$	220,000.00	\$	94,378.13	\$ -
11/01/38	\$	3,675,000.00	\$	-	\$	89,290.63	\$ 403,668.75
05/01/39	\$	3,675,000.00	\$	230,000.00	\$	89,290.63	\$ -
11/01/39	\$	3,445,000.00	\$	-	\$	83,971.88	\$ 403,262.50
05/01/40	\$	3,445,000.00	\$	245,000.00	\$	83,971.88	\$ -
11/01/40	\$	3,200,000.00	\$	-	\$	78,000.00	\$ 406,971.88
05/01/41	\$	3,200,000.00	\$	255,000.00	\$	78,000.00	\$ -
11/01/41	\$	2,945,000.00	\$	-	\$	71,784.38	\$ 404,784.38
05/01/42	\$	2,945,000.00	\$	265,000.00	\$	71,784.38	\$ -
11/01/42	\$	2,680,000.00	\$	-	\$	65,325.00	\$ 402,109.38
05/01/43	\$	2,680,000.00	\$	280,000.00	\$	65,325.00	\$ -
11/01/43	\$	2,400,000.00	\$	-	\$	58,500.00	\$ 403,825.00

**Villamar**  
**Community Development District**  
**Series 2019 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Prinicipal	Interest	Total
05/01/44	\$ 2,400,000.00	\$ 295,000.00	\$ 58,500.00	\$ -
11/01/44	\$ 2,105,000.00	\$ -	\$ 51,309.38	\$ 404,809.38
05/01/45	\$ 2,105,000.00	\$ 310,000.00	\$ 51,309.38	\$ -
11/01/45	\$ 1,795,000.00	\$ -	\$ 43,753.13	\$ 405,062.50
05/01/46	\$ 1,795,000.00	\$ 325,000.00	\$ 43,753.13	\$ -
11/01/46	\$ 1,470,000.00	\$ -	\$ 35,831.25	\$ 404,584.38
05/01/47	\$ 1,470,000.00	\$ 340,000.00	\$ 35,831.25	\$ -
11/01/47	\$ 1,130,000.00	\$ -	\$ 27,543.75	\$ 403,375.00
05/01/48	\$ 1,130,000.00	\$ 360,000.00	\$ 27,543.75	\$ -
11/01/48	\$ 770,000.00	\$ -	\$ 18,768.75	\$ 406,312.50
05/01/49	\$ 770,000.00	\$ 375,000.00	\$ 18,768.75	\$ -
11/01/49	\$ 395,000.00	\$ -	\$ 9,628.13	\$ 403,396.88
05/01/50	\$ 395,000.00	\$ 395,000.00	\$ 9,628.13	\$ 404,628.13
		\$ 6,360,000.00	\$ 5,517,056.25	\$ 11,877,056.25

**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**Series 2020 Debt Service Fund**

Description	Proposed Budget FY2021	Actual Thru 5/31/21	Projected Next 4 Months	Projected Thru 9/30/21	Proposed Budget FY2022
<b><u>Revenues</u></b>					
Assessments	\$ 120,934	\$ -	\$ 120,934	\$ 120,934	\$ 368,900
Interest Income	\$ -	\$ 12	\$ -	\$ 12	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 120,947
<b>Total Revenues</b>	<b>\$ 120,934</b>	<b>\$ 12</b>	<b>\$ 120,934</b>	<b>\$ 120,947</b>	<b>\$ 489,847</b>
<b><u>Expenses</u></b>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 120,934
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Interest - 5/1	\$ 105,482	\$ 105,482	\$ -	\$ 105,482	\$ 120,934
<b>Total Expenditures</b>	<b>\$ 105,482</b>	<b>\$ 105,482</b>	<b>\$ -</b>	<b>\$ 105,482</b>	<b>\$ 366,869</b>
<b><u>Other Financing Sources</u></b>					
Bond Proceeds	\$ 474,382	\$ 474,382	\$ -	\$ 474,382	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 474,382</b>	<b>\$ 474,382</b>	<b>\$ -</b>	<b>\$ 474,382</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 489,834</b>	<b>\$ 368,912</b>	<b>\$ 120,934</b>	<b>\$ 489,847</b>	<b>\$ 122,978</b>

\* Carryforward surplus less reserve requirement of \$368,900

Interest Expense 11/1/22	<b>\$ 119,294</b>
<b>Total</b>	<b>\$ 119,294</b>

**Villamar**  
**Community Development District**  
**Series 2020 Special Assessment Bonds**  
**Amortization Schedule**

Date		Balance	Principal		Interest		Total
11/01/21	\$	6,500,000.00	\$	-	\$	120,934.38	\$ 226,416.02
05/01/22	\$	6,500,000.00	\$	125,000.00	\$	120,934.38	\$ -
11/01/22	\$	6,375,000.00	\$	-	\$	119,293.75	\$ 365,228.13
05/01/23	\$	6,375,000.00	\$	130,000.00	\$	119,293.75	\$ -
11/01/23	\$	6,245,000.00	\$	-	\$	117,587.50	\$ 366,881.25
05/01/24	\$	6,245,000.00	\$	135,000.00	\$	117,587.50	\$ -
11/01/24	\$	6,110,000.00	\$	-	\$	115,815.63	\$ 368,403.13
05/01/25	\$	6,110,000.00	\$	135,000.00	\$	115,815.63	\$ -
11/01/25	\$	5,975,000.00	\$	-	\$	114,043.75	\$ 364,859.38
05/01/26	\$	5,975,000.00	\$	140,000.00	\$	114,043.75	\$ -
11/01/26	\$	5,835,000.00	\$	-	\$	111,803.75	\$ 365,847.50
05/01/27	\$	5,835,000.00	\$	145,000.00	\$	111,803.75	\$ -
11/01/27	\$	5,690,000.00	\$	-	\$	109,483.75	\$ 366,287.50
05/01/28	\$	5,690,000.00	\$	150,000.00	\$	109,483.75	\$ -
11/01/28	\$	5,540,000.00	\$	-	\$	107,083.75	\$ 366,567.50
05/01/29	\$	5,540,000.00	\$	155,000.00	\$	107,083.75	\$ -
11/01/29	\$	5,385,000.00	\$	-	\$	104,603.75	\$ 366,687.50
05/01/30	\$	5,385,000.00	\$	160,000.00	\$	104,603.75	\$ -
11/01/30	\$	5,225,000.00	\$	-	\$	102,043.75	\$ 366,647.50
05/01/31	\$	5,225,000.00	\$	165,000.00	\$	102,043.75	\$ -
11/01/31	\$	5,060,000.00	\$	-	\$	98,950.00	\$ 365,993.75
05/01/32	\$	5,060,000.00	\$	170,000.00	\$	98,950.00	\$ -
11/01/32	\$	4,890,000.00	\$	-	\$	95,762.50	\$ 364,712.50
05/01/33	\$	4,890,000.00	\$	180,000.00	\$	95,762.50	\$ -
11/01/33	\$	4,710,000.00	\$	-	\$	92,387.50	\$ 368,150.00
05/01/34	\$	4,710,000.00	\$	185,000.00	\$	92,387.50	\$ -
11/01/34	\$	4,525,000.00	\$	-	\$	88,918.75	\$ 366,306.25
05/01/35	\$	4,525,000.00	\$	190,000.00	\$	88,918.75	\$ -
11/01/35	\$	4,335,000.00	\$	-	\$	85,356.25	\$ 364,275.00
05/01/36	\$	4,335,000.00	\$	200,000.00	\$	85,356.25	\$ -
11/01/36	\$	4,135,000.00	\$	-	\$	81,606.25	\$ 366,962.50
05/01/37	\$	4,135,000.00	\$	205,000.00	\$	81,606.25	\$ -
11/01/37	\$	3,930,000.00	\$	-	\$	77,762.50	\$ 364,368.75
05/01/38	\$	3,930,000.00	\$	215,000.00	\$	77,762.50	\$ -
11/01/38	\$	3,715,000.00	\$	-	\$	73,731.25	\$ 366,493.75
05/01/39	\$	3,715,000.00	\$	225,000.00	\$	73,731.25	\$ -
11/01/39	\$	3,490,000.00	\$	-	\$	69,512.50	\$ 368,243.75
05/01/40	\$	3,490,000.00	\$	230,000.00	\$	69,512.50	\$ -
11/01/40	\$	3,260,000.00	\$	-	\$	65,200.00	\$ 364,712.50
05/01/41	\$	3,260,000.00	\$	240,000.00	\$	65,200.00	\$ -
11/01/41	\$	3,020,000.00	\$	-	\$	60,400.00	\$ 365,600.00
05/01/42	\$	3,020,000.00	\$	250,000.00	\$	60,400.00	\$ -
11/01/42	\$	2,770,000.00	\$	-	\$	55,400.00	\$ 365,800.00
05/01/43	\$	2,770,000.00	\$	260,000.00	\$	55,400.00	\$ -
11/01/43	\$	2,510,000.00	\$	-	\$	50,200.00	\$ 365,600.00

**Villamar**  
**Community Development District**  
**Series 2020 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Prinicipal	Interest	Total
05/01/44	\$ 2,510,000.00	\$ 270,000.00	\$ 50,200.00	\$ -
11/01/44	\$ 2,240,000.00	\$ -	\$ 44,800.00	\$ 365,000.00
05/01/45	\$ 2,240,000.00	\$ 285,000.00	\$ 44,800.00	\$ -
11/01/45	\$ 1,955,000.00	\$ -	\$ 39,100.00	\$ 368,900.00
05/01/46	\$ 1,955,000.00	\$ 295,000.00	\$ 39,100.00	\$ -
11/01/46	\$ 1,660,000.00	\$ -	\$ 33,200.00	\$ 367,300.00
05/01/47	\$ 1,660,000.00	\$ 305,000.00	\$ 33,200.00	\$ -
11/01/47	\$ 1,355,000.00	\$ -	\$ 27,100.00	\$ 365,300.00
05/01/48	\$ 1,355,000.00	\$ 320,000.00	\$ 27,100.00	\$ -
11/01/48	\$ 1,035,000.00	\$ -	\$ 20,700.00	\$ 367,800.00
05/01/49	\$ 1,035,000.00	\$ 330,000.00	\$ 20,700.00	\$ -
11/01/49	\$ 705,000.00	\$ -	\$ 14,100.00	\$ 364,800.00
05/01/50	\$ 705,000.00	\$ 345,000.00	\$ 14,100.00	\$ -
11/1/50	\$ 360,000.00	\$ -	\$ 7,200.00	\$ 366,300.00
5/1/51	\$ 360,000.00	\$ 360,000.00	\$ 7,200.00	\$ 367,200.00
		\$ 6,500,000.00	\$ 4,608,162.50	\$ 11,213,644.15

## SECTION B

# SECTION 1



## RESOLUTION 2021-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the VillaMar 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, certain infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Polk County, 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, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”), attached hereto as **Exhibit “A,”** 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 2021/2022; 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 (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion 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 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** 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 is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 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 AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2021, 25% due no later than February 1, 2022 and 25% due no later than May 1, 2022. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** 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 for collection. That portion of the Assessment Roll which includes the Tax Roll Property 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 14<sup>th</sup> day of July 2021.

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

***VillaMar***  
***Community Development District***

***Proposed Budget***  
***FY2022***



# Table of Contents

<b>1-2</b>	<b>General Fund</b>
<b>3-7</b>	<b>General Fund Narrative</b>
<b>8</b>	<b>Series 2019 Debt Service Fund</b>
<b>9-10</b>	<b>Series 2019 Amortization Schedule</b>
<b>11</b>	<b>Series 2020 Amortization Schedule</b>
<b>12-13</b>	<b>Series 2020 Amortization Schedule</b>

**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2021	Actuals Thru 5/31/21	Projected Next 4 Months	Total Thru 9/30/21	Proposed Budget FY2022
<b>Revenues</b>					
Assessments - Tax Roll	\$ 217,984	\$ 218,716	\$ -	\$ 218,716	\$ 182,270
Assessments - Direct Bill (Platted)	\$ -	\$ -	\$ -	\$ -	\$ 153,347
Assessments - Direct Bill (Unplatted)	\$ 82,527	\$ 61,895	\$ 20,632	\$ 82,527	\$ 112,828
Developer Contributions	\$ -	\$ 19,224	\$ -	\$ 19,224	\$ -
Boundary Amendment Contributions	\$ -	\$ 26,576	\$ 7,882	\$ 34,458	\$ -
<b>Total Revenues</b>	<b>\$ 300,511</b>	<b>\$ 326,411</b>	<b>\$ 28,514</b>	<b>\$ 354,926</b>	<b>\$ 448,445</b>

**Expenditures**

Administrative

Supervisor Fees	\$ 12,000	\$ 5,800	\$ 4,000	\$ 9,800	\$ 12,000
Engineering	\$ 20,000	\$ -	\$ 6,667	\$ 6,667	\$ 10,000
Attorney	\$ 25,000	\$ 19,297	\$ 10,000	\$ 29,297	\$ 30,000
Annual Audit	\$ 4,000	\$ -	\$ 3,475	\$ 3,475	\$ 5,000
Assessment Administration	\$ 6,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Arbitrage	\$ 1,300	\$ 450	\$ 450	\$ 900	\$ 1,350
Dissemination	\$ 6,000	\$ 4,708	\$ 2,167	\$ 6,875	\$ 7,000
Trustee Fees	\$ 7,000	\$ 2,788	\$ 4,212	\$ 7,000	\$ 10,500
Management Fees	\$ 35,000	\$ 23,333	\$ 11,667	\$ 35,000	\$ 36,050
Information Technology	\$ 1,410	\$ 600	\$ 600	\$ 1,200	\$ 1,800
Website Maintenance	\$ 940	\$ -	\$ 400	\$ 400	\$ 1,200
Telephone	\$ 250	\$ 7	\$ 83	\$ 90	\$ 250
Postage & Delivery	\$ 850	\$ 353	\$ 283	\$ 636	\$ 850
Insurance	\$ 5,700	\$ 5,947	\$ -	\$ 5,947	\$ 6,000
Printing & Binding	\$ 1,000	\$ 50	\$ 333	\$ 384	\$ 1,000
Legal Advertising	\$ 10,000	\$ 7,526	\$ 2,474	\$ 10,000	\$ 10,000
Other Current Charges	\$ 998	\$ 903	\$ 480	\$ 1,383	\$ 1,500
Boundary Amendment Expenses	\$ -	\$ 17,259	\$ 17,199	\$ 34,458	\$ -
Office Supplies	\$ 500	\$ 19	\$ 167	\$ 186	\$ 500
Travel Per Diem	\$ 550	\$ -	\$ 183	\$ 183	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Subtotal Administrative</b>	<b>\$ 138,673</b>	<b>\$ 94,217</b>	<b>\$ 64,841</b>	<b>\$ 159,057</b>	<b>\$ 140,725</b>

**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2021	Actuals Thru 5/31/21	Projected Next 4 Months	Total Thru 9/30/21	Proposed Budget FY2022
<i>Operations &amp; Maintenance</i>					
<b>Field Expenses</b>					
Property Insurance	\$ 5,000	\$ 2,800	\$ -	\$ 2,800	\$ 7,900
Field Management	\$ 12,500	\$ 5,000	\$ 5,000	\$ 10,000	\$ 15,000
Landscape Maintenance	\$ 37,960	\$ 19,940	\$ 1,478	\$ 21,418	\$ 60,000
Landscape Replacement	\$ 7,500	\$ -	\$ 2,500	\$ 2,500	\$ 7,500
Pond Maintenance	\$ -	\$ -	\$ 1,104	\$ 1,104	\$ 4,000
Streetlights	\$ 11,340	\$ 11,333	\$ 20,000	\$ 31,333	\$ 60,000
Electric	\$ 1,620	\$ 1,924	\$ 200	\$ 2,124	\$ 2,500
Water & Sewer	\$ 648	\$ 37,424	\$ 15,000	\$ 52,424	\$ 45,000
Sidewalk & Asphalt Maintenance	\$ 500	\$ -	\$ 833	\$ 833	\$ 2,500
Irrigation Repairs	\$ 5,000	\$ -	\$ 1,333	\$ 1,333	\$ 4,000
General Repairs & Maintenance	\$ 15,000	\$ 1,499	\$ 3,667	\$ 5,165	\$ 11,000
Contingency	\$ 5,000	\$ -	\$ 833	\$ 833	\$ 2,500
<b>Subtotal Field Expenses</b>	<b>\$ 102,068</b>	<b>\$ 79,919</b>	<b>\$ 51,949</b>	<b>\$ 131,868</b>	<b>\$ 221,900</b>
<b>Amenity Expenses</b>					
Amenity - Electric	\$ 10,800	\$ 1,471	\$ 6,000	\$ 7,471	\$ 18,000
Amenity - Water	\$ 2,880	\$ -	\$ 1,667	\$ 1,667	\$ 5,000
Playground & Furniture Lease	\$ 7,875	\$ 3,237	\$ 4,315	\$ 7,552	\$ 14,000
Internet	\$ 675	\$ -	\$ 1,000	\$ 1,000	\$ 3,000
Pest Control	\$ 540	\$ -	\$ 240	\$ 240	\$ 720
Janitorial Services	\$ 7,500	\$ 450	\$ 1,800	\$ 2,250	\$ 5,400
Security Services	\$ 7,500	\$ 600	\$ 3,333	\$ 3,933	\$ 10,000
Pool Maintenance	\$ 14,625	\$ 2,700	\$ 5,400	\$ 8,100	\$ 16,200
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Amenity Repairs & Maintenance	\$ 750	\$ -	\$ 1,000	\$ 1,000	\$ 5,000
Contingency	\$ 5,625	\$ -	\$ 2,500	\$ 2,500	\$ 2,500
<b>Subtotal Amenity Expenses</b>	<b>\$ 58,770</b>	<b>\$ 8,458</b>	<b>\$ 27,255</b>	<b>\$ 35,713</b>	<b>\$ 84,820</b>
<b><i>Total Operations &amp; Maintenance</i></b>	<b>\$ 160,838</b>	<b>\$ 88,377</b>	<b>\$ 79,205</b>	<b>\$ 167,582</b>	<b>\$ 306,720</b>
<i>Other Expenses</i>					
Capital Reserves	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
<b><i>Total Other Expenses</i></b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>
<b>Total Expenditures</b>	<b>\$ 300,511</b>	<b>\$ 182,594</b>	<b>\$ 145,045</b>	<b>\$ 327,639</b>	<b>\$ 448,445</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 143,818</b>	<b>\$ (116,531)</b>	<b>\$ 27,287</b>	<b>\$ -</b>

Net Assessments	\$448,445
Add: Discounts & Collections 7%	\$33,754
Gross Assessments	<u>\$482,199</u>

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted - Tax Roll	334.00	334.00	1.00	\$182,270.31	\$545.72	\$586.80
Platted - Direct	281.00	281.00	1.00	\$153,347.18	\$545.72	\$586.80
Unplatted - Direct	206.75	827.00	0.25	\$112,827.51	\$136.43	\$146.70
<b>Total ERU's</b>	<b>821.75</b>	<b>1442.00</b>		<b>\$448,445.00</b>		



# VillaMar

## Community Development District

### General Fund Budget

#### **Revenues:**

##### **Assessments**

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

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#### **Expenditures:**

##### **General & Administrative:**

###### **Supervisor Fees**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

###### **Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

###### **Attorney**

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

###### **Annual Audit**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

###### **Assessment Administration**

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

###### **Arbitrage**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2019 and Series 2020 bonds as well as one other anticipated bond issuance.

###### **Dissemination**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2019 and Series 2020 bonds as well as one other anticipated bond issuance.

**VillaMar**  
**Community Development District**  
**General Fund Budget**

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

# VillaMar

## Community Development District

### General Fund Budget

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

#### Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### **Operations & Maintenance:**

##### **Field Expenses**

#### Property Insurance

The District's property insurance coverages.

#### Field Management

Represents the costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. These services are provided by Governmental Management Services-Central Florida, LLC. Services provided include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

#### Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

#### Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

#### Pond Maintenance

Represents the estimated costs to maintain the ponds within the District's boundaries.

#### Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

#### Electric

Represents current and estimated electric charges of common areas throughout the District.

# **VillaMar**

## **Community Development District**

### **General Fund Budget**

#### Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

#### Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

#### Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

#### General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

#### Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

### **Amenity Expenses**

#### Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

#### Amenity – Water

Represents estimated water charges for the District's amenity facilities.

#### Playground Lease

The District has entered into a leasing agreement for playgrounds and pool furniture installed in the community with WHFS, LLC

#### Internet

Internet service will be added for use at the Amenity Center.

#### Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

#### Janitorial Services

Represents the costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities. The District is contracted with CSS Clean Star Services of Central Florida, Inc. for these services.

**VillaMar**  
**Community Development District**  
**General Fund Budget**

*Security Services*

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

*Pool Maintenance*

Represents the costs of regular cleaning and treatments of the District's pool. The District is contracted with Complete Pool Care, Inc. for these services.

*Amenity Access Management*

Represents the cost of managing and monitoring access to the District's amenity facilities.

*Amenity Repairs & Maintenance*

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

*Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

***Other Expenses:***

*Capital Reserves*

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**Series 2019 Debt Service Fund**

Description	Adopted Budget FY2021	Actual Thru 5/31/21	Projected Next 4 Months	Projected Thru 9/30/21	Proposed Budget FY2022
<b>Revenues</b>					
Assessments	\$ 450,869	\$ 406,336	\$ 44,533	\$ 450,869	\$ 404,974
Assessments - Lot Closings	\$ -	\$ 3,908	\$ -	\$ 3,908	\$ -
Prepayments	\$ -	\$ 114,910	\$ -	\$ 114,910	\$ -
Interest Income	\$ -	\$ 25	\$ -	\$ 25	\$ -
Carry Forward Surplus	\$ 293,473	\$ 460,355	\$ -	\$ 460,355	\$ 187,971
<b>Total Revenues</b>	<b>\$ 744,342</b>	<b>\$ 985,534</b>	<b>\$ 44,533</b>	<b>\$ 1,030,067</b>	<b>\$ 592,945</b>
<b>Expenses</b>					
Interest - 11/1	\$ 159,547	\$ 159,547	\$ -	\$ 159,547	\$ 147,763
Special Call - 11/1	\$ 100,000	\$ 280,000	\$ -	\$ 280,000	\$ -
Interest - 2/1	\$ -	\$ 517	\$ -	\$ 517	\$ -
Special Call - 2/1	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ -
Principal - 5/1	\$ 115,000	\$ 110,000	\$ -	\$ 110,000	\$ 110,000
Interest - 5/1	\$ 159,547	\$ 152,031	\$ -	\$ 152,031	\$ 147,763
Special Call - 5/1	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -
Special Call - 8/1	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ -
<b>Total Expenditures</b>	<b>\$ 534,094</b>	<b>\$ 777,095</b>	<b>\$ 65,000</b>	<b>\$ 842,095</b>	<b>\$ 405,525</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 210,248</b>	<b>\$ 208,438</b>	<b>\$ (20,467)</b>	<b>\$ 187,971</b>	<b>\$ 187,420</b>

\* Carryforward surplus less reserve requirement of \$407,087.51

Interest Expense 11/1/22

**\$ 145,700**

**Total**

**\$ 145,700**

**Villamar**  
**Community Development District**  
**Series 2019 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Principal	Interest	Total
11/01/21	\$ 6,360,000.00	\$ -	\$ 147,762.50	\$ 147,762.50
05/01/22	\$ 6,360,000.00	\$ 110,000.00	\$ 147,762.50	\$ -
11/01/22	\$ 6,250,000.00	\$ -	\$ 145,700.00	\$ 403,462.50
05/01/23	\$ 6,250,000.00	\$ 115,000.00	\$ 145,700.00	\$ -
11/01/23	\$ 6,135,000.00	\$ -	\$ 143,543.75	\$ 404,243.75
05/01/24	\$ 6,135,000.00	\$ 120,000.00	\$ 143,543.75	\$ -
11/01/24	\$ 6,015,000.00	\$ -	\$ 141,293.75	\$ 404,837.50
05/01/25	\$ 6,015,000.00	\$ 125,000.00	\$ 141,293.75	\$ -
11/01/25	\$ 5,890,000.00	\$ -	\$ 138,793.75	\$ 405,087.50
05/01/26	\$ 5,890,000.00	\$ 130,000.00	\$ 138,793.75	\$ -
11/01/26	\$ 5,760,000.00	\$ -	\$ 136,193.75	\$ 404,987.50
05/01/27	\$ 5,760,000.00	\$ 135,000.00	\$ 136,193.75	\$ -
11/01/27	\$ 5,625,000.00	\$ -	\$ 133,493.75	\$ 404,687.50
05/01/28	\$ 5,625,000.00	\$ 140,000.00	\$ 133,493.75	\$ -
11/01/28	\$ 5,485,000.00	\$ -	\$ 130,693.75	\$ 404,187.50
05/01/29	\$ 5,485,000.00	\$ 145,000.00	\$ 130,693.75	\$ -
11/01/29	\$ 5,340,000.00	\$ -	\$ 127,793.75	\$ 403,487.50
05/01/30	\$ 5,340,000.00	\$ 155,000.00	\$ 127,793.75	\$ -
11/01/30	\$ 5,185,000.00	\$ -	\$ 124,209.38	\$ 407,003.13
05/01/31	\$ 5,185,000.00	\$ 160,000.00	\$ 124,209.38	\$ -
11/01/31	\$ 5,025,000.00	\$ -	\$ 120,509.38	\$ 404,718.75
05/01/32	\$ 5,025,000.00	\$ 170,000.00	\$ 120,509.38	\$ -
11/01/32	\$ 4,855,000.00	\$ -	\$ 116,578.13	\$ 407,087.50
05/01/33	\$ 4,855,000.00	\$ 175,000.00	\$ 116,578.13	\$ -
11/01/33	\$ 4,680,000.00	\$ -	\$ 112,531.25	\$ 404,109.38
05/01/34	\$ 4,680,000.00	\$ 185,000.00	\$ 112,531.25	\$ -
11/01/34	\$ 4,495,000.00	\$ -	\$ 108,253.13	\$ 405,784.38
05/01/35	\$ 4,495,000.00	\$ 190,000.00	\$ 108,253.13	\$ -
11/01/35	\$ 4,305,000.00	\$ -	\$ 103,859.38	\$ 402,112.50
05/01/36	\$ 4,305,000.00	\$ 200,000.00	\$ 103,859.38	\$ -
11/01/36	\$ 4,105,000.00	\$ -	\$ 99,234.38	\$ 403,093.75
05/01/37	\$ 4,105,000.00	\$ 210,000.00	\$ 99,234.38	\$ -
11/01/37	\$ 3,895,000.00	\$ -	\$ 94,378.13	\$ 403,612.50
05/01/38	\$ 3,895,000.00	\$ 220,000.00	\$ 94,378.13	\$ -
11/01/38	\$ 3,675,000.00	\$ -	\$ 89,290.63	\$ 403,668.75
05/01/39	\$ 3,675,000.00	\$ 230,000.00	\$ 89,290.63	\$ -
11/01/39	\$ 3,445,000.00	\$ -	\$ 83,971.88	\$ 403,262.50
05/01/40	\$ 3,445,000.00	\$ 245,000.00	\$ 83,971.88	\$ -
11/01/40	\$ 3,200,000.00	\$ -	\$ 78,000.00	\$ 406,971.88
05/01/41	\$ 3,200,000.00	\$ 255,000.00	\$ 78,000.00	\$ -
11/01/41	\$ 2,945,000.00	\$ -	\$ 71,784.38	\$ 404,784.38
05/01/42	\$ 2,945,000.00	\$ 265,000.00	\$ 71,784.38	\$ -
11/01/42	\$ 2,680,000.00	\$ -	\$ 65,325.00	\$ 402,109.38
05/01/43	\$ 2,680,000.00	\$ 280,000.00	\$ 65,325.00	\$ -
11/01/43	\$ 2,400,000.00	\$ -	\$ 58,500.00	\$ 403,825.00

**Villamar**  
**Community Development District**  
**Series 2019 Special Assessment Bonds**  
**Amortization Schedule**

Date		Balance		Prinicipal		Interest		Total	
05/01/44	\$	2,400,000.00	\$	295,000.00	\$	58,500.00	\$	-	
11/01/44	\$	2,105,000.00	\$	-	\$	51,309.38	\$	404,809.38	
05/01/45	\$	2,105,000.00	\$	310,000.00	\$	51,309.38	\$	-	
11/01/45	\$	1,795,000.00	\$	-	\$	43,753.13	\$	405,062.50	
05/01/46	\$	1,795,000.00	\$	325,000.00	\$	43,753.13	\$	-	
11/01/46	\$	1,470,000.00	\$	-	\$	35,831.25	\$	404,584.38	
05/01/47	\$	1,470,000.00	\$	340,000.00	\$	35,831.25	\$	-	
11/01/47	\$	1,130,000.00	\$	-	\$	27,543.75	\$	403,375.00	
05/01/48	\$	1,130,000.00	\$	360,000.00	\$	27,543.75	\$	-	
11/01/48	\$	770,000.00	\$	-	\$	18,768.75	\$	406,312.50	
05/01/49	\$	770,000.00	\$	375,000.00	\$	18,768.75	\$	-	
11/01/49	\$	395,000.00	\$	-	\$	9,628.13	\$	403,396.88	
05/01/50	\$	395,000.00	\$	395,000.00	\$	9,628.13	\$	404,628.13	
				\$	6,360,000.00	\$	5,517,056.25	\$	11,877,056.25



**VillaMar**  
**Community Development District**  
**Proposed Budget**  
**Series 2020 Debt Service Fund**

Description	Proposed Budget FY2021	Actual Thru 5/31/21	Projected Next 4 Months	Projected Thru 9/30/21	Proposed Budget FY2022
<b><u>Revenues</u></b>					
Assessments	\$ 120,934	\$ -	\$ 120,934	\$ 120,934	\$ 368,900
Interest Income	\$ -	\$ 12	\$ -	\$ 12	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 120,947
<b>Total Revenues</b>	<b>\$ 120,934</b>	<b>\$ 12</b>	<b>\$ 120,934</b>	<b>\$ 120,947</b>	<b>\$ 489,847</b>
<b><u>Expenses</u></b>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 120,934
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Interest - 5/1	\$ 105,482	\$ 105,482	\$ -	\$ 105,482	\$ 120,934
<b>Total Expenditures</b>	<b>\$ 105,482</b>	<b>\$ 105,482</b>	<b>\$ -</b>	<b>\$ 105,482</b>	<b>\$ 366,869</b>
<b><u>Other Financing Sources</u></b>					
Bond Proceeds	\$ 474,382	\$ 474,382	\$ -	\$ 474,382	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 474,382</b>	<b>\$ 474,382</b>	<b>\$ -</b>	<b>\$ 474,382</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 489,834</b>	<b>\$ 368,912</b>	<b>\$ 120,934</b>	<b>\$ 489,847</b>	<b>\$ 122,978</b>

\* Carryforward surplus less reserve requirement of \$368,900

Interest Expense 11/1/22	<b>\$ 119,294</b>
<b>Total</b>	<b>\$ 119,294</b>

**Villamar**  
**Community Development District**  
**Series 2020 Special Assessment Bonds**  
**Amortization Schedule**

Date		Balance	Principal		Interest		Total
11/01/21	\$	6,500,000.00	\$	-	\$	120,934.38	\$ 226,416.02
05/01/22	\$	6,500,000.00	\$	125,000.00	\$	120,934.38	\$ -
11/01/22	\$	6,375,000.00	\$	-	\$	119,293.75	\$ 365,228.13
05/01/23	\$	6,375,000.00	\$	130,000.00	\$	119,293.75	\$ -
11/01/23	\$	6,245,000.00	\$	-	\$	117,587.50	\$ 366,881.25
05/01/24	\$	6,245,000.00	\$	135,000.00	\$	117,587.50	\$ -
11/01/24	\$	6,110,000.00	\$	-	\$	115,815.63	\$ 368,403.13
05/01/25	\$	6,110,000.00	\$	135,000.00	\$	115,815.63	\$ -
11/01/25	\$	5,975,000.00	\$	-	\$	114,043.75	\$ 364,859.38
05/01/26	\$	5,975,000.00	\$	140,000.00	\$	114,043.75	\$ -
11/01/26	\$	5,835,000.00	\$	-	\$	111,803.75	\$ 365,847.50
05/01/27	\$	5,835,000.00	\$	145,000.00	\$	111,803.75	\$ -
11/01/27	\$	5,690,000.00	\$	-	\$	109,483.75	\$ 366,287.50
05/01/28	\$	5,690,000.00	\$	150,000.00	\$	109,483.75	\$ -
11/01/28	\$	5,540,000.00	\$	-	\$	107,083.75	\$ 366,567.50
05/01/29	\$	5,540,000.00	\$	155,000.00	\$	107,083.75	\$ -
11/01/29	\$	5,385,000.00	\$	-	\$	104,603.75	\$ 366,687.50
05/01/30	\$	5,385,000.00	\$	160,000.00	\$	104,603.75	\$ -
11/01/30	\$	5,225,000.00	\$	-	\$	102,043.75	\$ 366,647.50
05/01/31	\$	5,225,000.00	\$	165,000.00	\$	102,043.75	\$ -
11/01/31	\$	5,060,000.00	\$	-	\$	98,950.00	\$ 365,993.75
05/01/32	\$	5,060,000.00	\$	170,000.00	\$	98,950.00	\$ -
11/01/32	\$	4,890,000.00	\$	-	\$	95,762.50	\$ 364,712.50
05/01/33	\$	4,890,000.00	\$	180,000.00	\$	95,762.50	\$ -
11/01/33	\$	4,710,000.00	\$	-	\$	92,387.50	\$ 368,150.00
05/01/34	\$	4,710,000.00	\$	185,000.00	\$	92,387.50	\$ -
11/01/34	\$	4,525,000.00	\$	-	\$	88,918.75	\$ 366,306.25
05/01/35	\$	4,525,000.00	\$	190,000.00	\$	88,918.75	\$ -
11/01/35	\$	4,335,000.00	\$	-	\$	85,356.25	\$ 364,275.00
05/01/36	\$	4,335,000.00	\$	200,000.00	\$	85,356.25	\$ -
11/01/36	\$	4,135,000.00	\$	-	\$	81,606.25	\$ 366,962.50
05/01/37	\$	4,135,000.00	\$	205,000.00	\$	81,606.25	\$ -
11/01/37	\$	3,930,000.00	\$	-	\$	77,762.50	\$ 364,368.75
05/01/38	\$	3,930,000.00	\$	215,000.00	\$	77,762.50	\$ -
11/01/38	\$	3,715,000.00	\$	-	\$	73,731.25	\$ 366,493.75
05/01/39	\$	3,715,000.00	\$	225,000.00	\$	73,731.25	\$ -
11/01/39	\$	3,490,000.00	\$	-	\$	69,512.50	\$ 368,243.75
05/01/40	\$	3,490,000.00	\$	230,000.00	\$	69,512.50	\$ -
11/01/40	\$	3,260,000.00	\$	-	\$	65,200.00	\$ 364,712.50
05/01/41	\$	3,260,000.00	\$	240,000.00	\$	65,200.00	\$ -
11/01/41	\$	3,020,000.00	\$	-	\$	60,400.00	\$ 365,600.00
05/01/42	\$	3,020,000.00	\$	250,000.00	\$	60,400.00	\$ -
11/01/42	\$	2,770,000.00	\$	-	\$	55,400.00	\$ 365,800.00
05/01/43	\$	2,770,000.00	\$	260,000.00	\$	55,400.00	\$ -
11/01/43	\$	2,510,000.00	\$	-	\$	50,200.00	\$ 365,600.00

**Villamar**  
**Community Development District**  
**Series 2020 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Principal	Interest	Total
05/01/44	\$ 2,510,000.00	\$ 270,000.00	\$ 50,200.00	\$ -
11/01/44	\$ 2,240,000.00	\$ -	\$ 44,800.00	\$ 365,000.00
05/01/45	\$ 2,240,000.00	\$ 285,000.00	\$ 44,800.00	\$ -
11/01/45	\$ 1,955,000.00	\$ -	\$ 39,100.00	\$ 368,900.00
05/01/46	\$ 1,955,000.00	\$ 295,000.00	\$ 39,100.00	\$ -
11/01/46	\$ 1,660,000.00	\$ -	\$ 33,200.00	\$ 367,300.00
05/01/47	\$ 1,660,000.00	\$ 305,000.00	\$ 33,200.00	\$ -
11/01/47	\$ 1,355,000.00	\$ -	\$ 27,100.00	\$ 365,300.00
05/01/48	\$ 1,355,000.00	\$ 320,000.00	\$ 27,100.00	\$ -
11/01/48	\$ 1,035,000.00	\$ -	\$ 20,700.00	\$ 367,800.00
05/01/49	\$ 1,035,000.00	\$ 330,000.00	\$ 20,700.00	\$ -
11/01/49	\$ 705,000.00	\$ -	\$ 14,100.00	\$ 364,800.00
05/01/50	\$ 705,000.00	\$ 345,000.00	\$ 14,100.00	\$ -
11/1/50	\$ 360,000.00	\$ -	\$ 7,200.00	\$ 366,300.00
5/1/51	\$ 360,000.00	\$ 360,000.00	\$ 7,200.00	\$ 367,200.00
		<b>\$ 6,500,000.00</b>	<b>\$ 4,608,162.50</b>	<b>\$ 11,213,644.15</b>

## VillaMar CDD FY 22 Assessment Roll

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# SECTION C

# SECTION 1

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

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

**Prepared for:**

**BOARD OF SUPERVISORS  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**APRIL 13, 2021**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

**AMENDED AND RESTATED MASTER ENGINEER’S REPORT  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**I. PURPOSE**

The purpose of this Amended and Restated Master Engineer’s Report is to provide engineering support for the expanded boundaries of the Villamar Community Development District (“CDD” or the “District”).

The original District boundaries contained Phase 1 and Phase 2, consisting of approximately 153.65 acres, as contemplated by the original master Engineer’s Report for Capital Improvements, dated January 3, 2019, as supplemented by that Supplemental Engineer’s Report for Capital Improvements, dated March 20, 2019 (combined the original phasing to two (2) phases and providing for developmental plan changes), and further supplemented by that Second Supplemental Engineer’s Report for Capital Improvements, dated November 3, 2020 (updating development plan for Phase 2). Phase 1 and Phase 2 remain unchanged by this report.

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 271 lots (164 – 40’ wide lots and 107 - 50’ wide lots), and Phase 6 consisting of 242 lots (149 - 40’ wide lots and 93 - 50’ wide lots. The expanded CDD will have a total of 1,468 single family lots and consist of approximately 435.63 acres.

**II. INTRODUCTION**

The Villamar Community Development District (the “District”) is west of CR 653 and south of Eloise Loop Road in Winter Haven (the “City”), Polk County, (the “County”), Florida. The District consists of approximately 435.63 acres more or less, and is expected to consist of 1,468 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 0-18-70 which was approved by the Winter Haven City Commission (“City Commission” or the “City”) on November 26, 2018 (approximately 153.65 acres), further amended by the City Ordinance No. O-20-40, approved by the City Commission on October 26, 2020 (adding approximately 45.905 acres), as further amended by the City Ordinance No. O-21-32, approved by the City Commission on April 12, 2021 (adding

approximately 236.07 acres), expanding the District boundary to the current total of 435.63 acres, more or less. 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 9 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, reclaim water, and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

### **III. 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 all or 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.

### **IV. THE DEVELOPMENT**

The development will consist of 1,468 single family homes and associated infrastructure (“Development”). The Development is a planned residential community is located on the west of CR 653 and south of Eloise Loop /road in the City of Winter Haven and lies within Sections 14, 15, 22, and 23, Township 29 South, Range 26 East, all within the City. The Development has received zoning approval by the City. The approved zoning is PD and the property has an underlying Future Land Use Designation of RL (Residential Low Density), RE (Residential Estate, and CON (Conservation). The development will be constructed in six (6) phases.



## **V. THE CAPITAL IMPROVEMENTS**

The system of improvements comprising the District's Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1-6. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water, reclaim 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 will enter into a lighting agreement with Tampa Electric Company for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the development and the location shall have easy access to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

All improvements financed by the District will be on land owned, or subject to a permanent easement in favor of, the District or another government entity.

## **VI. 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 and/or wet 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 is a known surface water, (Crystal Lake) and there are natural wetlands on the west side of the Development. No impacts to the wetlands or lake are anticipated.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0530G (dated 12/22/2016) demonstrates that the majority of the property is located within Flood Zone X with the remainder in AE. Based on this information and the site topography, it does not appear that floodplain compensation is required. If floodplain compensation is required, flood compensation shall be in accordance with Southwest Florida Water Management, City, and County criteria

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 40' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides and 80' R/W with 24' of asphalt with roadside swales and sidewalks 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. The 80' R/W section shall be a rural section constructed in accordance with FDOT, County, and City specifications. 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, Reclaim, 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 Winter Haven 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 system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to either a force main on site or along CR 653.

Reclaimed water is available for this site. The reclaim water lines will be installed onsite to provide irrigation within the public right of way and amenity/park area. The reclaimed water system is funded by the District. 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 2019-2020; Phase 2 in 2020-2022; Phase 3 in 2021-2023; Phase 4 in 2020-2024; Phase 5 in 2023-2025; Phase 5 in 2024-2026. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City.

### **Amenities and Parks**

The District will provide funding for a public Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails around the Amenity Center.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding the system. The District plans to fund the incremental cost of undergrounding the electric conduit for the installation of the street lighting along the internal roadways within the CDD. These lights will be owned and maintained by TECO after dedication, with the District funding maintenance services from funds other than bond proceeds. All improvements funded by the District will be owned and operated by the District or another governmental entity.

### **Entry Feature**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reuse water as provided by the City of Winter Haven. The master reuse watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **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.

## **VII. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Florida Department of Environmental Protection (FDEP), Polk County Health Department, and City construction plan approval. There may be a need for an Army Corps of Engineer (ACOE) jurisdictional wetlands within the Phase 3 CIP boundaries.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1 – 334 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	Approved
Construction Permits (City of Winter Haven)	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved

### **PHASE 2 – 281 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	Approved
Construction Permits (City of Winter Haven)	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved

**PHASE 3 – 140 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	April 2021
Construction Permits (City of Winter Haven)	April 2021
FDEP Water	April 2021
FDEP Sewer	April 2021
FDEP NOI	April 2021

**PHASE 4 – 200 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	October 2021
Construction Permits (City of Winter Haven)	October 2021
FDEP Water	October 2021
FDEP Sewer	October 2021
FDEP NOI	October 2021

**PHASE 5 – 271 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 2022
Construction Permits (City of Winter Haven)	November 2022
FDEP Water	November 2022
FDEP Sewer	November 2022
FDEP NOI	November 2022

## PHASE 6 – 242 lots

Permits / Approvals	Approval / Expected Date
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 2023
Construction Permits (City of Winter Haven)	November 2023
FDEP Water	November 2023
FDEP Sewer	November 2023
FDEP NOI	November 2023

### VIII. 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 Winter Haven, 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.

### IX. 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. This report may be amended or supplemented from time to time to provide for necessary changes in the development plan.

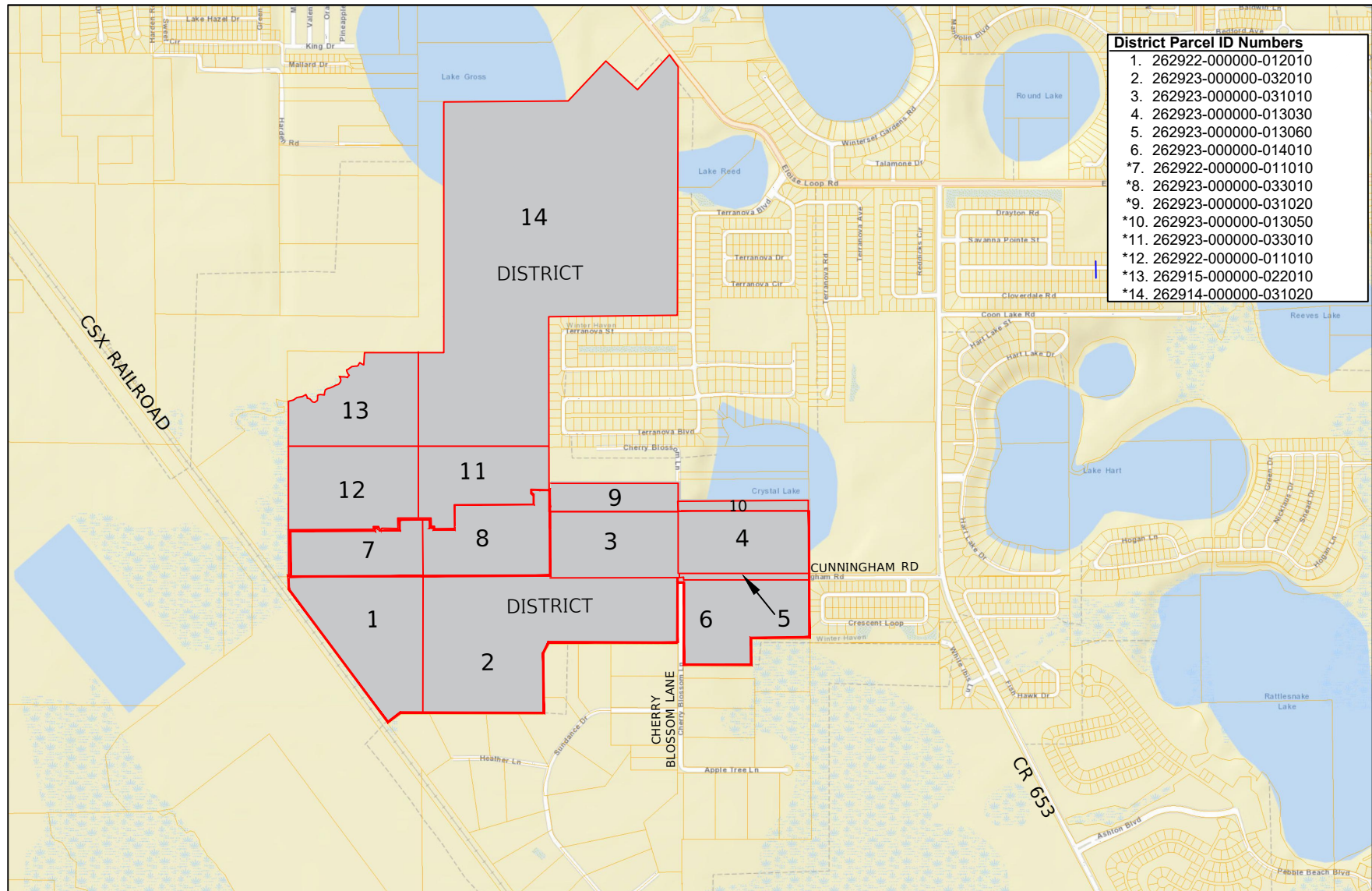
## **X. CONCLUSION**

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.





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# EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

\* Approved and added to the District by the City  
 Ordinance Nos. O-20-40, adopted October 26,  
 2020, and O-21-32, adopted April 12, 2021.



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

PARCEL 1 (262922-000000-012010), PARCEL 2 (262923-000000-032010), PARCEL 3 (262923-000000-031010)

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-00°44'39"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 662.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-89°32'55"-E, ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 1307.27 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THENCE S-00°45'04"-E, ALONG SAID WEST LINE, A DISTANCE OF 664.06 FEET TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE S-89°37'57"-W, ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET TO THE NORTHWEST CORNER OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-00°08'59"-W, ALONG THE WEST BOUNDARY OF SAID "SUNDANCE RANCH ESTATES", 678.40 FEET TO THE NORTH BOUNDARY OF LOT 13 OF SAID, "SUNDANCE RANCH ESTATES"; THENCE S-89°54'11"-W, ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES" AND THE NORTH BOUNDARY OF "SUNDANCE RANCH ESTATES PHASE TWO" AS RECORDED IN PLAT BOOK 80, PAGE 47, A DISTANCE OF 1305.26 FEET; THENCE CONTINUE WESTERLY ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES PHASE TWO" THE FOLLOWING FOUR (4) COURSES: 1) S-30°21'23"-W, 129.09 FEET; THENCE 2) S-00°03'19"-E, 596.81 FEET; THENCE 3) S-89°50'21"-W, 1447.79 FEET; THENCE 4) S-53°01'53"-W, 163.42 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE N-36°58'07"-W, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1688.64 FEET TO THE WEST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE AFOREMENTIONED SECTION 22; THENCE N-00°35'04"-W, ALONG SAID WEST LINE 135.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE S-89°38'05"-E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1338.55 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED SECTION 23; THENCE N-89°41'51"-E, ALONG THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, A DISTANCE OF 1325.08 FEET TO THE POINT OF BEGINNING.

### AND

THAT PORTION OF THE 60.00-FOOT-WIDE PLATTED RIGHT-OF-WAY FOR CHERRY BLOSSOM LANE AS SHOWN ON THE MAP OR PLAT OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF N-89°43'21"-E, 41.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY RIGHT-OF-WAY THEREOF S-00°05'12"-E, 60.48 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY S-89°23'59"-W, 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY N-00°05'12"-W, 61.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF S-89°40'31"-E, 19.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 5



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DISTRICT AS AMENDED

**PARCEL 4 (262923-000000-013030)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE N-89°33'25"-E, ALONG THE NORTH LINE OF SAID SOUTH ½ A DISTANCE OF 1321.03 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ½; THENCE S-00°35'32"-E, ALONG THE EAST LINE THEREOF A DISTANCE OF 636.67 FEET TO THE NORTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE S-89°40'11"-W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1319.27 FEET; THENCE N-00°45'04"-W, 634.08 FEET TO THE POINT OF BEGINNING.

**AND**

THE EAST 15.00 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**PARCEL 5 (262923-000000-013060)**

THE SOUTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**AND**

THE NORTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THAT PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

**COMMENCE** AT THE NORTHEAST CORNER OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ FOR A **POINT OF BEGINNING**; THENCE RUN ALONG THE EAST BOUNDARY LINE OF SOUTHWEST ¼ OF THE NORTHEAST ¼ S- 00°36'01"-E, A DISTANCE OF 632.69 FEET; THENCE RUN S- 89°23'59"- W, A DISTANCE OF 604.86 FEET; THENCE RUN S- 00°36'01"-E, A DISTANCE OF 270.00 FEET; THENCE RUN S-89°54'14"-W, A DISTANCE OF 685.00 FEET; THENCE RUN N-00°05'46"-W, A DISTANCE OF 901.57 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SOUTHWEST ¼ OF NORTHEAST ¼; THENCE RUN ALONG SAID BOUNDARY LINE NORTH 89°36'57"-E, A DISTANCE OF 1281.91 FEET TO THE SAID POINT OF BEGINNING.

**PARCEL 6 (262923-000000-014010)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF LOT 1, "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF THE FOLLOWING THREE (3) COURSES: 1) S-89°22'39"-W, 604.74 FEET; THENCE 2) S-00°35'59"-E, 269.89 FEET; THENCE 3) S-89°50'55"-W, 684.91 FEET TO THE EASTERLY RIGHT-OF -WAY OF CHERRY BLOSSOM LANE AS DEPICTED ON THE AFOREMENTIONED PLAT OF

"SUNDANCE RANCH ESTATES"; THENCE N-00°05'57"-E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 870.30 FEET TO THE SOUTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE N-89°40'11"-E, ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 1278.58 FEET; THENCE S-00°38'34"-E, 599.45 FEET TO THE POINT OF BEGINNING.



**AND**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23; THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH ½ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 364.00 FEET TO THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, S-00°36'29"-E, 190.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

PAGE 3 OF 5



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**EXHIBIT 2**  
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**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**



**AND**

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°22'50" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 14, 1802.91 FEET; THENCE NORTH 89°33'09" EAST, 260.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 89°33'09" EAST, 1266.68 FEET; THENCE NORTH 43°52'05" EAST, 1113.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD 540A; THENCE SOUTH 39°04'22" EAST, ALONG SAID RIGHT-OF-WAY, 576.53 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE SOUTH 00°05'40" EAST (LEAVING SAID RIGHT-OF-WAY) ALONG SAID EAST BOUNDARY, 2530.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°33'17" WEST, 1325.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°11'45" EAST, 1329.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE SOUTH 00°45'14" EAST, 1323.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89°40'22" WEST, 1325.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°39'34" WEST, 1338.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 00°36'26" WEST, 1328.17 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°31'55" WEST, ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, 966.23 FEET; THENCE SOUTH 89°31'21" EAST, 1601.04 FEET; THENCE NORTH 00°22'50" WEST, 2547.05 FEET TO THE **POINT OF BEGINNING**.

**LESS AND EXCEPT** THE FOLLOWING DESCRIBED PARCEL CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 9200, PAGE 1360, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°24'07" WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 971.66 FEET TO THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°32'14" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 554.55 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°26'39" EAST, 133.76 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF A WETLANDS AREA; THENCE SOUTHWESTERLY ALONG SAID WETLANDS BOUNDARY THE FOLLOWING THIRTY-TWO (32) COURSES: 1.) NORTH 77°12'41" WEST, 17.17 FEET; THENCE 2.) NORTH 62°31'21" WEST, 36.60 FEET; THENCE 3.) SOUTH 31°18'03" WEST, 32.21 FEET; THENCE 4.) SOUTH 76°19'26" WEST, 38.02 FEET; THENCE 5.) NORTH 85°03'03" WEST, 22.47 FEET; THENCE 6.) SOUTH 54°51'09" WEST, 37.38 FEET; THENCE 7.) SOUTH 61°12'49" WEST, 31.42 FEET; THENCE 8.) SOUTH 25°29'45" EAST, 61.61 FEET; THENCE 9.) SOUTH 33°42'15" WEST, 24.70 FEET; THENCE 10.) NORTH 80°24'59" WEST, 94.47 FEET; THENCE 11.) SOUTH 49°32'39" EAST, 25.88 FEET; THENCE 12.) SOUTH 09°32'17" EAST, 26.43 FEET; THENCE 13.) SOUTH 28°13'51" WEST, 40.89 FEET; THENCE 14.) SOUTH 67°06'03" WEST, 62.35 FEET; THENCE 15.) SOUTH 66°42'29" WEST, 89.20 FEET; THENCE 16.) SOUTH 07°16'07" WEST, 60.33 FEET; THENCE 17.) NORTH 71°54'24" WEST, 32.29 FEET; THENCE 18.) SOUTH 83°42'17" WEST, 36.86 FEET; THENCE 19.) SOUTH 15°36'02" WEST, 14.95 FEET; THENCE 20.) SOUTH 03°41'00" EAST, 40.83 FEET; THENCE 21.) SOUTH 58°30'44" WEST, 43.06 FEET; THENCE 22.) NORTH 65°05'15" WEST, 26.78 FEET; THENCE 23.) NORTH 39°20'44" WEST, 37.68 FEET; THENCE 24.) NORTH 76°32'13" WEST, 25.01 FEET; THENCE 25.) NORTH 23°43'42" WEST, 38.94 FEET; THENCE 26.) SOUTH 41°51'44" WEST, 23.59 FEET; THENCE 27.) SOUTH 60°18'52" WEST, 28.86 FEET; THENCE 28.) NORTH 78°52'37" WEST, 20.99 FEET; THENCE 29.) SOUTH 74°47'01" WEST, 24.41 FEET; THENCE 30.) SOUTH 61°05'04" WEST, 34.70 FEET; THENCE 31.) SOUTH 71°35'41" WEST, 36.79 FEET; THENCE 32.) SOUTH 69°20'13" WEST, 35.28 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°33'39" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 514.16 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°32'14" EAST, ALONG SAID SOUTH BOUNDARY A DISTANCE OF 786.88 FEET TO THE **POINT OF BEGINNING**.

PAGE 4 OF 5



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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

AND

LESS AND EXCEPT THE FOLLOWING:

PART OF: THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 22; AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, S-00°35'58"-E, 177.31 FEET TO THE **POINT OF BEGINNING.**

**CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.**

PAGE 5 OF 5

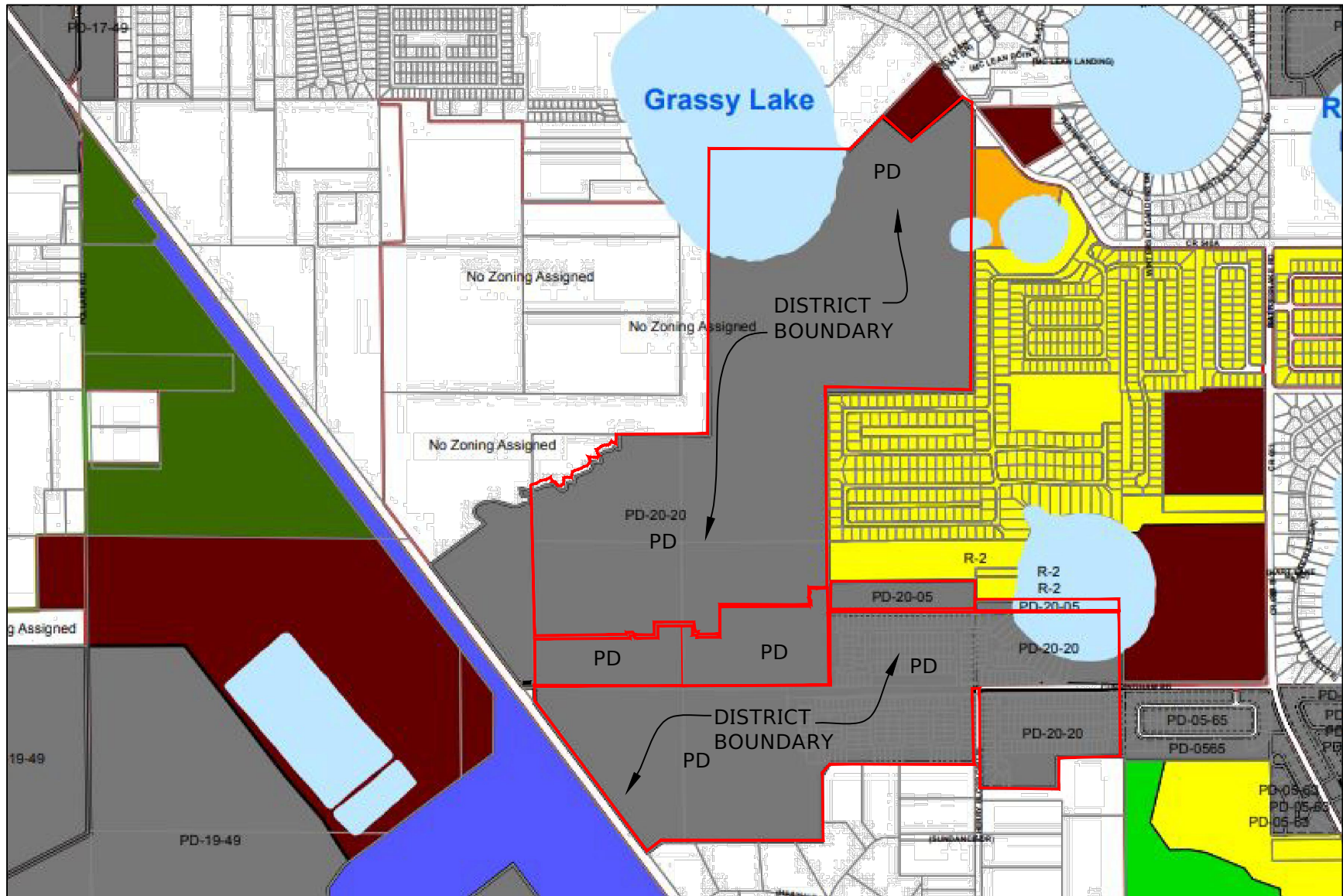


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EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED







#### LEGEND

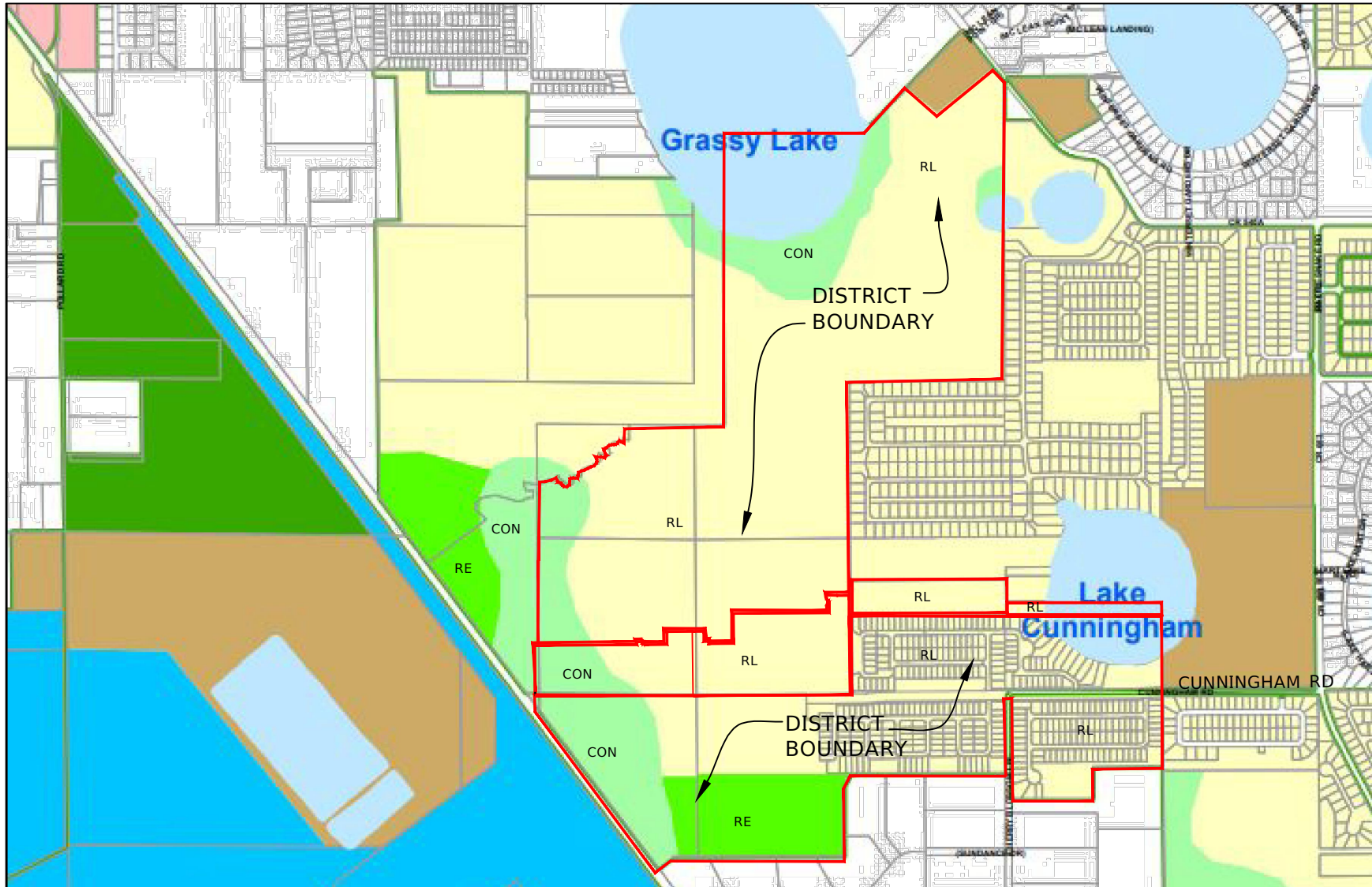
 PD - PLANNED DEVELOPMENT

### COMPOSITE EXHIBIT 4 VILLAMAR CDD ZONING MAP CITY OF WINTER HAVEN

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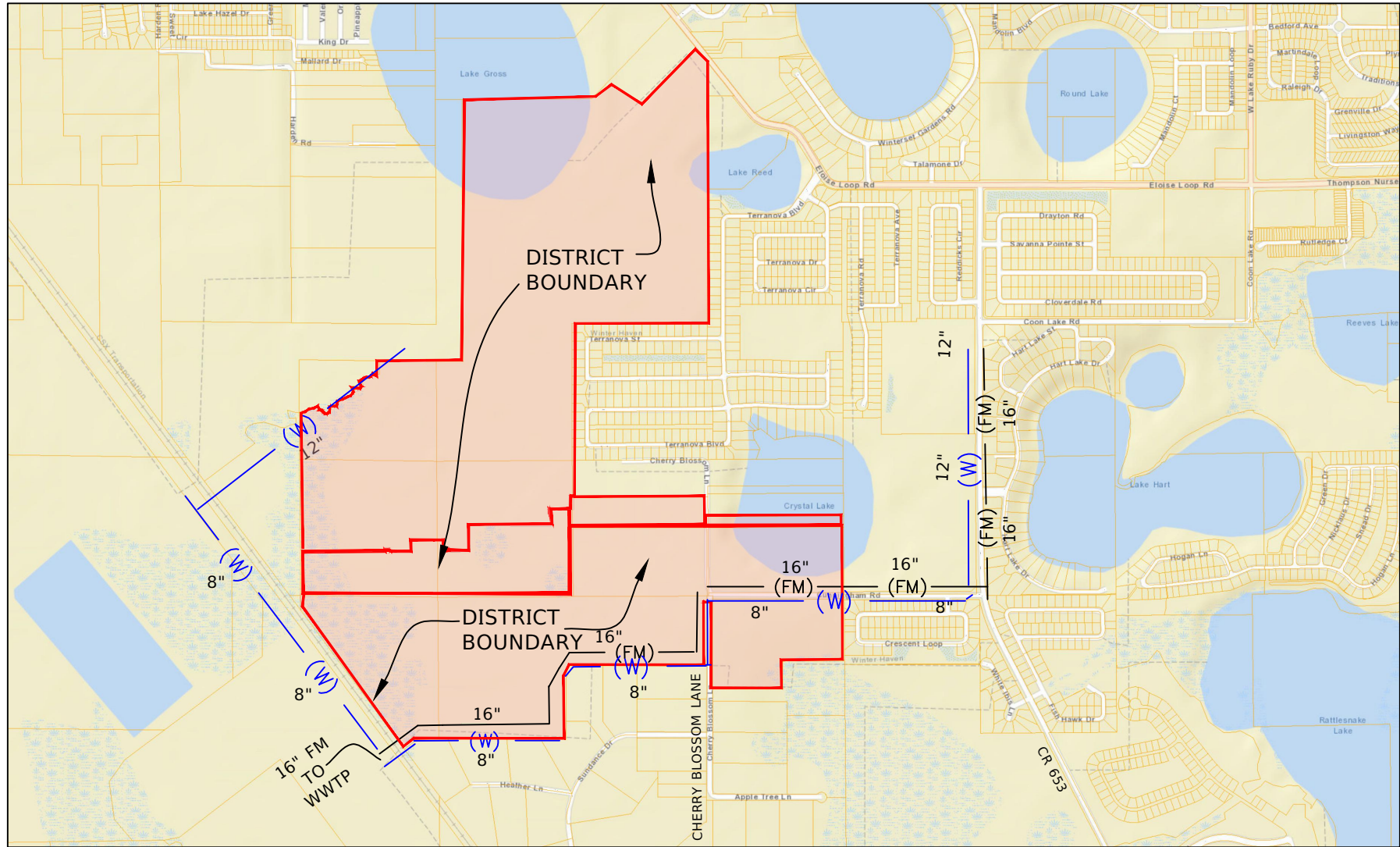
#### LEGEND

- RL - RESIDENTIAL LOW DENSITY
- RE - RESIDENTIAL ESTATE
- CON - CONSERVATION

## COMPOSITE EXHIBIT 5 VILLAMAR CDD FUTURE LAND USE MAP CITY OF WINTER HAVEN



NO  
 SCALE



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#### LEGEND

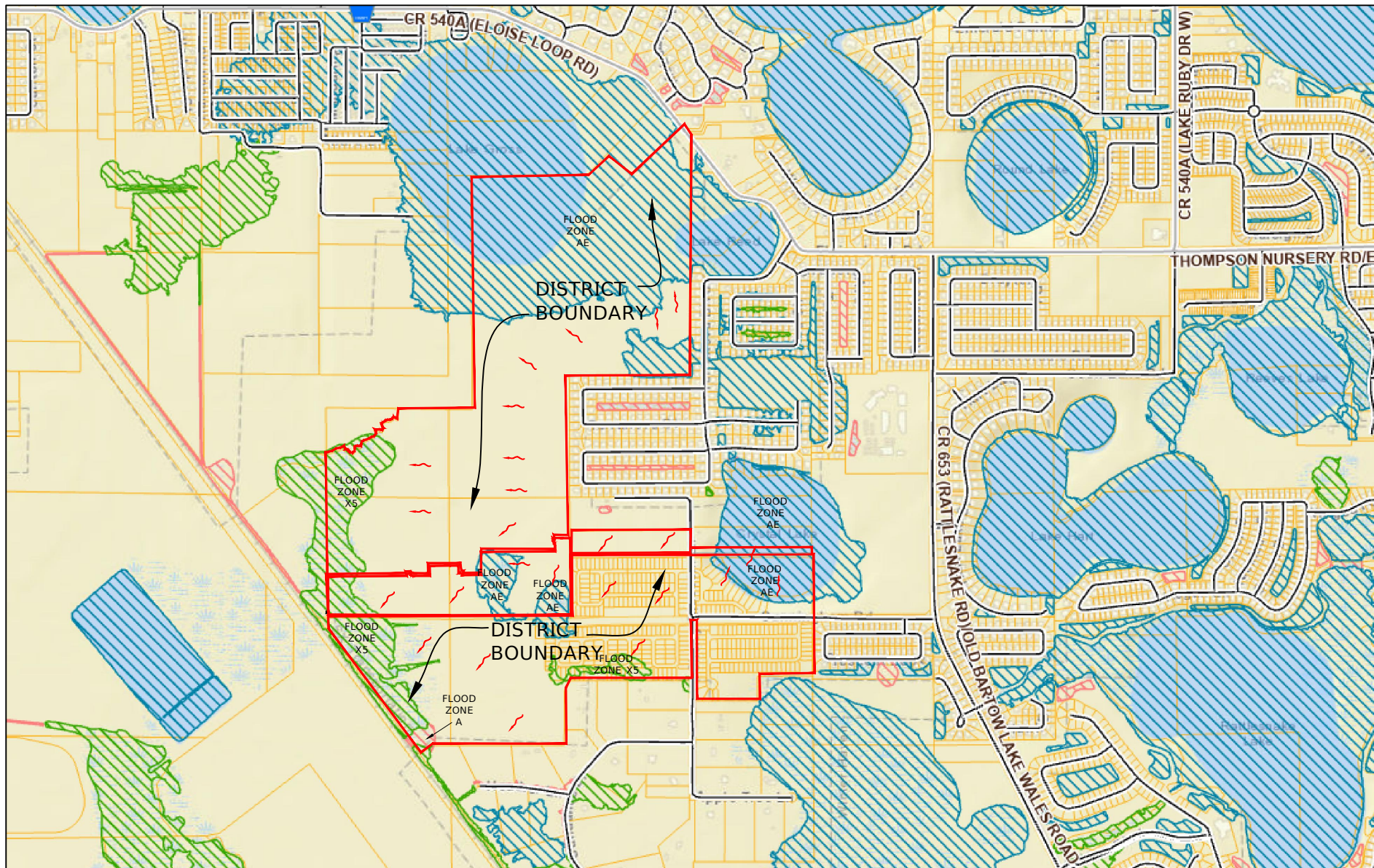
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED


## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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**Composite Exhibit 8**  
**Villamar Community Development District**  
**Summary of Probable Cost**

<u>Number of Lots</u>	<u>334<sup>(10)</sup></u>	<u>281<sup>(10)</sup></u>	<u>140<sup>(10)</sup></u>	<u>200<sup>(10)</sup></u>	<u>271<sup>(10)</sup></u>	<u>242<sup>(10)</sup></u>	<u>1468</u>
<u>Infrastructure</u> <sup>(1)(9)</sup>	<u>Phase 1</u> <u>2019-2020</u>	<u>Phase 2</u> <u>2020-2022</u>	<u>Phase 3</u> <u>2021-2023</u>	<u>Phase 4</u> <u>2022-2024</u>	<u>Phase 5</u> <u>2023-2025</u>	<u>Phase 6</u> <u>2024-2026</u>	<u>Total</u>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,050,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,655,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,300,000.00	\$ 1,750,000.00	\$ 1,600,000.00	\$ 13,512,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,700,000.00	\$ 2,300,000.00	\$ 2,050,000.00	\$ 11,106,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 890,000.00	\$ 1,200,000.00	\$ 1,100,000.00	\$ 6,519,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 90,000.00	\$ 80,000.00	\$ 90,000.00	\$ 510,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 280,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,030,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 539,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,748,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 5,849,000.00</b>	<b>\$ 6,589,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,080,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the 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 of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. 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 Tampa Electric 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.
9. Estimates based on Master Infrastructure to support development of 1468 lots.
10. Lot Summary Table provided on Exhibit 10 – Master Site Plan.

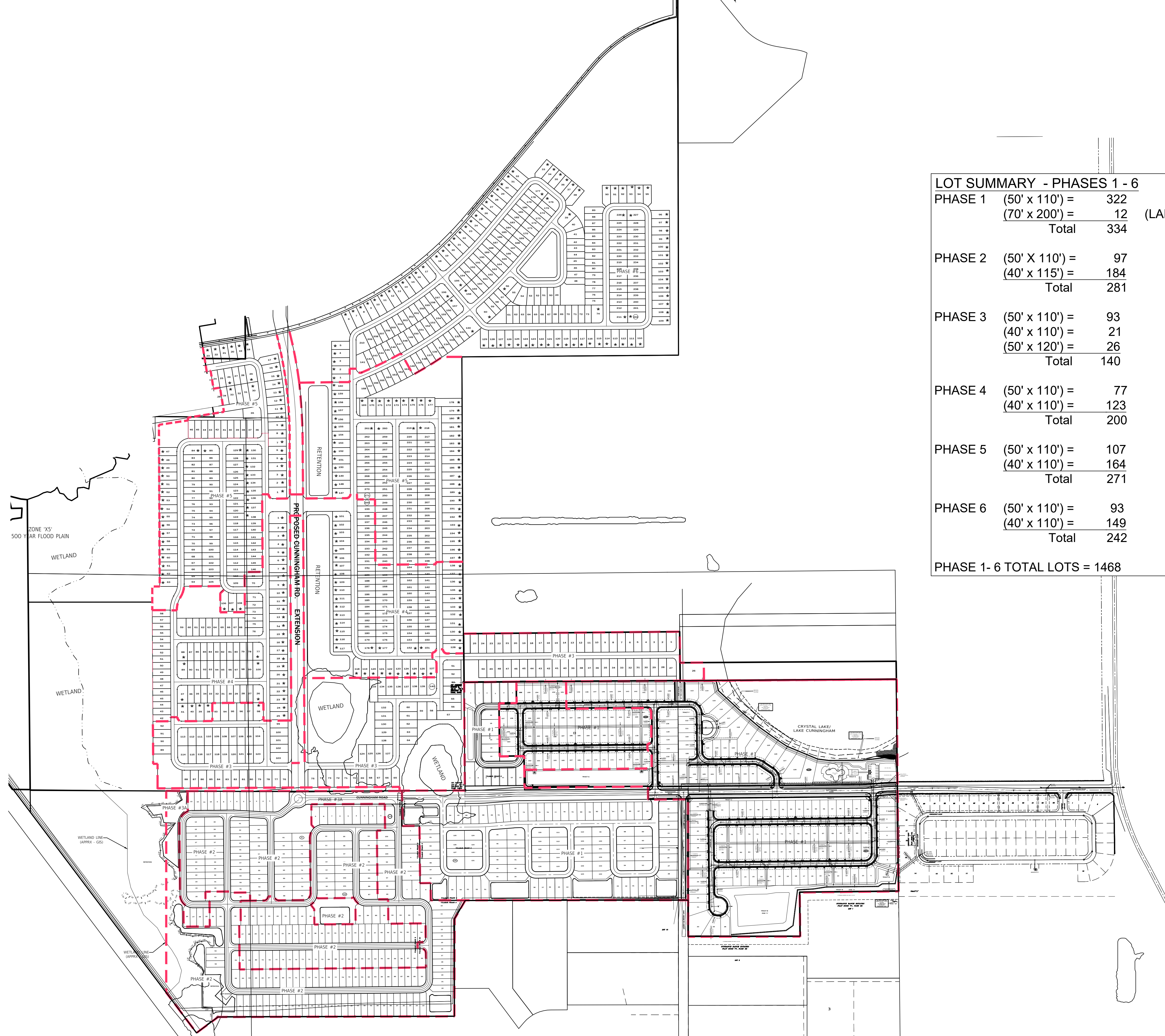
**Composite Exhibit 9**  
**Villamar Community Development District**  
**Summary of Proposed District Facilities**

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


\*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 Tampa Electric.





LOT SUMMARY - PHASES 1 - 6			
PHASE 1	(50' x 110') =	322	(LAKEFRONT)
	(70' x 200') =	12	
	Total	334	
PHASE 2	(50' X 110') =	97	
	(40' x 115') =	184	
	Total	281	
PHASE 3	(50' x 110') =	93	
	(40' x 110') =	21	
	(50' x 120') =	26	
	Total	140	
PHASE 4	(50' x 110') =	77	
	(40' x 110') =	123	
	Total	200	
PHASE 5	(50' x 110') =	107	
	(40' x 110') =	164	
	Total	271	
PHASE 6	(50' x 110') =	93	
	(40' x 110') =	149	
	Total	242	
PHASE 1- 6 TOTAL LOTS = 1468			

EXHIBIT 10	MASTER SITE PLAN	NOT VALID WITHOUT SEAL DENNIS L. WOOD, P.E. #176416 (FL) DATE _____	VILLAMAR OVERALL SITE POLK COUNTY, FLORIDA	 WOOD & ASSOCIATES Engineering, LLC	OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018 1925 BARTOW ROAD LAKELAND, FL 33801 DENNIS WOOD, PROFESSIONAL ENGINEER EMAIL: denniswoodengineering@gmail.com	DATE _____	NO. _____	REVISIONS _____

## SECTION 2

**AMENDED AND RESTATED MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
VILLAMAR  
  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: May 12, 2021**

**Prepared by**

**Governmental Management Services – Central Florida, LLC  
219 E. Livingston St.  
Orlando, FL 32801**



## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background .....	4
1.3 Special Benefits and General Benefits .....	5
1.4 Requirements of a Valid Assessment Methodology .....	5
1.5 Special Benefits Exceed the Costs Allocated .....	6
2.0 Assessment Methodology .....	6
2.1 Overview .....	6
2.2 Allocation of Debt.....	7
2.3 Allocation of Benefit .....	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	8
3.0 True-Up Mechanism.....	9
4.0 Assessment Roll.....	9
5.0 Appendix .....	10
Table 1: Development Program .....	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing .....	12
Table 4: Allocation of Improvement Costs .....	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments .....	15
Table 7: Preliminary Assessment Roll .....	16

GMS-CF, LLC does not represent the Villamar Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Villamar Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

The VillaMar Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$50,000,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Master Engineer’s Report dated April 13, 2021 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated December 5, 2018 (the “Master Report”). The Master Report established an assessment methodology the District Followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$7,180,000 Capital Improvement Revenue Bonds, Series 2019 (“Series 2019 Bonds”), Supplemental Assessment Methodology report dated June 12, 2019 (“Series 2019 Supplemental Report”). The Series 2019 Supplemental Report applied the methodology to the details of the Series 2019 Bonds to allocate debt assessments (“Series 2019 Assessments”) to properties within the District to secure the repayment of the Series 2019 Bonds.

The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$6,500,000 Capital Improvement Revenue Bonds, Series 2020 (“Series 2020 Bonds”), Supplemental Assessment Methodology report dated November 12, 2020 (“Series 2020 Supplemental Report”). The Series 2020 Supplemental Report applied the methodology to the details of the Series 2020 Bonds to allocate debt assessments (“Series 2020 Assessments”) to properties within the District to secure the repayment of the Series 2020 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, such that not all of the assumed planned lots found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development plan revises the unit mix to include additional 713 lots in Phase 4, Phase 5, and Phase 6 as indicated in the Engineers Report in Composite Exhibit 9.

This Amended and Restated Master Assessment Report amends and restates the original approved Master Report (collectively, the “Assessment Report”) and provides for an updated assessment methodology that reflects changes in the future development plan, including the new Phase 4, Phase 5, and Phase 6 lots. The revised development plan increases the total ERUs (hereinafter defined) planned for the District, thereby decreasing the maximum assessment levels of all of the product types. The Series 2019 Assessments and Series 2020 Assessments are not anticipated to be allocated to any of the new product types; however, the maximum principal for the Series 2019 Assessments and Series 2020 Assessments will be decreased to the levels provided herein.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. It is anticipated that the District will issue multiple series of Bonds to fund all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

## **1.2 Background**

The District currently includes approximately 435.63 acres in the City of Winter Haven within Polk County, Florida. The development program for the District currently envisions approximately 1,468 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

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

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

## **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property owners within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$39,080,500. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$50,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District anticipates issuing approximately \$50,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$50,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sides in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development, which these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$39,080,500. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$50,000,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are three product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities,

roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit

debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.



**TABLE 1**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENT PROGRAM**  
**AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Land Use	Phase 1 - Series 2019	Phase 2 - Series 2020	Phase 3 - Future Assessment Area	Phase 4 - Future Assessment Area	Phase 5 - Future Assessment Area	Phase 6 - Future Assessment Area	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family - 40'	0	184	21	123	164	149	641	0.80	513
Single Family - 50'	322	97	119	77	107	93	815	1.00	815
Single Family - 70'	12	0	0	0	0	0	12	1.40	17
<b>Total Units</b>	<b>334</b>	<b>281</b>	<b>140</b>	<b>200</b>	<b>271</b>	<b>242</b>	<b>1,468</b>		<b>1,345</b>

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

\* Unit mix is subject to change based on marketing and other factors

TABLE 2  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$ 2,655,000
Stormwater Management	\$ 13,512,500
Utilities (Water, Sewer, & Street Lighting)	\$ 11,106,000
Roadway	\$ 6,519,000
Entry Feature	\$ 510,000
Parks and Amenities	\$ 2,030,000
Contingencies	\$ 2,748,000
	\$ 39,080,500

(1) A detailed description of these improvements is provided in the Engineer's Report dated April 13, 2021

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 39,080,500
Debt Service Reserve	\$ 3,632,446
Capitalized Interest	\$ 6,000,000
Underwriters Discount	\$ 1,000,000
Cost of Issuance	\$ 220,000
Contingency	\$ 67,054
<b>Par Amount*</b>	<b>\$ 50,000,000</b>

<b>Bond Assumptions:</b>	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	641	0.80	513	38.14%	\$ 14,904,418	\$ 23,252
Single Family - 50'	815	1.00	815	60.61%	\$ 23,687,794	\$ 29,065
Single Family - 70'	12	1.40	17	1.25%	\$ 488,288	\$ 40,691
Totals	1,468		1,345	100.00%	\$ 39,080,500	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Per Product Type - Prior		Allocation of Par Debt Per	
		Costs Per Product		to Developer		Product Type - Prior to	
		Type		Contribution	Developer Contribution	Developer Contribution	Par Debt Per Unit
Single Family - 40'	641	\$	14,904,418	\$	21,832,425	\$	21,832,425
Single Family - 50'	815	\$	23,687,794	\$	34,698,569	\$	27,758,856
Single Family - 70'	12	\$	488,288	\$	715,259	\$	408,719
Totals	1,468	\$	39,080,500	\$	57,246,253	\$	50,000,000

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY								
Land Use	No. of Units *	Allocation of Par Debt Per Product Type - After Developer Contribution	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment		Gross Annual Debt Assessment	
					Per Unit	Per Unit (1)	Per Unit	Per Unit (1)
Single Family - 40'	641	\$ 21,832,425	\$ 34,060	\$ 1,586,102	\$ 2,474	\$ 2,474	\$ 2,661	
Single Family - 50'	815	\$ 27,758,856	\$ 34,060	\$ 2,016,651	\$ 2,474	\$ 2,474	\$ 2,661	
Single Family - 70'	12	\$ 408,719	\$ 34,060	\$ 29,693	\$ 2,474	\$ 2,474	\$ 2,661	
Totals	1,468	\$ 50,000,000	\$ 3,632,446					

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

TABLE 7  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner**	Property ID #'s	Product Type	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
HIGHLAND SUMNER LLC	262923690586000010	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000020	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000030	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000040	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000050	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000060	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000070	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000080	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000090	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000100	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000110	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000120	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000130	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000140	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000150	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000160	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000170	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000180	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000190	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000200	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000210	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000220	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000230	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000240	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000250	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000260	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000270	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000280	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000290	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000300	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000310	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000320	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000330	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000340	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000350	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000360	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000370	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000380	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000390	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000400	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000410	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000420	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000430	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000440	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000450	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000460	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000470	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000480	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000490	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000500	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000510	SF	\$ 34,060	\$ 2,474	\$ 2,661







[illegible]



[illegible]

Owner**	Property ID #'s	Product Type	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
HIGHLAND SUMNER LLC	262923690588001860	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001870	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001880	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001890	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001900	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001910	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001920	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001930	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001940	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001950	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001960	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001970	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001980	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001990	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002000	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002010	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002020	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002030	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002040	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002050	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002060	SF	\$ 34,060	\$ 2,474	\$ 2,661
	<b>Total Platted Lots</b>		<b>\$ 11,376,022</b>	<b>\$ 826,456</b>	<b>\$ 888,662</b>

Owner	Property ID #'s	Acres	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
VMAR DEV LLC	26292200000000012000	29.5	\$ 877,115	\$ 63,721	\$ 68,518
VMAR DEV LLC	26292300000000034000	36.01	\$ 1,070,675	\$ 77,783	\$ 83,638
VMAR DEV LLC	26292200000000011000	13.77	\$ 409,420	\$ 29,744	\$ 31,983
VMAR DEV LLC	26292300000000033000	20.04	\$ 595,844	\$ 43,287	\$ 46,546
VILLA MAR FG LLC	26292300000000031000	9.05	\$ 269,081	\$ 19,548	\$ 21,020
VILLA MAR FG LLC	26292300000000013000	3.31	\$ 98,415	\$ 7,150	\$ 7,688
VILLA MAR FG LLC	26292300000000033000	20.06	\$ 596,438	\$ 43,331	\$ 46,592
VILLA MAR FG LLC	26292200000000011000	26.82	\$ 797,432	\$ 57,933	\$ 62,293
VILLA MAR FG LLC	2629150000000022010	23.31	\$ 693,070	\$ 50,351	\$ 54,141
VILLA MAR FG LLC	26291400000000031020	169.81	\$ 5,048,913	\$ 366,798	\$ 394,407
		351.68	\$ 10,456,403	\$ 759,646	\$ 816,824
<b>Totals</b>			<b>\$ 21,832,425</b>	<b>\$ 1,586,102</b>	<b>\$ 1,705,486</b>

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30 years
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$ 1,586,102

\* - See Metes and Bounds, attached as Exhibit A  
 \*\* - Reflects Owner as of FY 2021 Assessment Roll

Prepared by: Governmental Management Services - Central Florida, LLC

# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

**PARCEL 1 (262922-000000-012010), PARCEL 2 (262923-000000-032010), PARCEL 3 (262923-000000-031010)**

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-00°44'39"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 662.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-89°32'55"-E, ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 1307.27 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THENCE S-00°45'04"-E, ALONG SAID WEST LINE, A DISTANCE OF 664.06 FEET TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE S-89°37'57"-W, ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET TO THE NORTHWEST CORNER OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-00°08'59"-W, ALONG THE WEST BOUNDARY OF SAID "SUNDANCE RANCH ESTATES", 678.40 FEET TO THE NORTH BOUNDARY OF LOT 13 OF SAID, "SUNDANCE RANCH ESTATES"; THENCE S-89°54'11"-W, ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES" AND THE NORTH BOUNDARY OF "SUNDANCE RANCH ESTATES PHASE TWO" AS RECORDED IN PLAT BOOK 80, PAGE 47, A DISTANCE OF 1305.26 FEET; THENCE CONTINUE WESTERLY ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES PHASE TWO" THE FOLLOWING FOUR (4) COURSES: 1) S-30°21'23"-W, 129.09 FEET; THENCE 2) S-00°03'19"-E, 596.81 FEET; THENCE 3) S-89°50'21"-W, 1447.79 FEET; THENCE 4) S-53°01'53"-W, 163.42 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE N-36°58'07"-W, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1688.64 FEET TO THE WEST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE AFOREMENTIONED SECTION 22; THENCE N-00°35'04"-W, ALONG SAID WEST LINE 135.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE S-89°38'05"-E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1338.55 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED SECTION 23; THENCE N-89°41'51"-E, ALONG THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, A DISTANCE OF 1325.08 FEET TO THE POINT OF BEGINNING.

### AND

THAT PORTION OF THE 60.00-FOOT-WIDE PLATTED RIGHT-OF-WAY FOR CHERRY BLOSSOM LANE AS SHOWN ON THE MAP OR PLAT OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF N-89°43'21"-E, 41.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY RIGHT-OF-WAY THEREOF S-00°05'12"-E, 60.48 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY S-89°23'59"-W, 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY N-00°05'12"-W, 61.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF S-89°40'31"-E, 19.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 5



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

**EXHIBIT 4**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**PARCEL 4 (262923-000000-013030)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE N-89°33'25"-E, ALONG THE NORTH LINE OF SAID SOUTH ½ A DISTANCE OF 1321.03 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ½; THENCE S-00°35'32"-E, ALONG THE EAST LINE THEREOF A DISTANCE OF 636.67 FEET TO THE NORTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE S-89°40'11"-W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1319.27 FEET; THENCE N-00°45'04"-W, 634.08 FEET TO THE POINT OF BEGINNING.

**AND**

THE EAST 15.00 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**PARCEL 5 (262923-000000-013060)**

THE SOUTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**AND**

THE NORTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THAT PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

**COMMENCE** AT THE NORTHEAST CORNER OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ FOR A **POINT OF BEGINNING**; THENCE RUN ALONG THE EAST BOUNDARY LINE OF SOUTHWEST ¼ OF THE NORTHEAST ¼ S- 00°36'01" -E, A DISTANCE OF 632.69 FEET; THENCE RUN S- 89°23'59"- W, A DISTANCE OF 604.86 FEET; THENCE RUN S- 00°36'01"-E, A DISTANCE OF 270.00 FEET; THENCE RUN S-89°54'14"-W, A DISTANCE OF 685.00 FEET; THENCE RUN N-00°05'46"-W, A DISTANCE OF 901.57 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SOUTHWEST ¼ OF NORTHEAST ¼; THENCE RUN ALONG SAID BOUNDARY LINE NORTH 89°36'57"-E, A DISTANCE OF 1281.91 FEET TO THE SAID POINT OF BEGINNING.

**PARCEL 6 (262923-000000-014010)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF LOT 1, "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF THE FOLLOWING THREE (3) COURSES: 1) S-89°22'39"-W, 604.74 FEET; THENCE 2) S-00°35'59"-E, 269.89 FEET; THENCE 3) S-89°50'55"-W, 684.91 FEET TO THE EASTERLY RIGHT-OF -WAY OF CHERRY BLOSSOM LANE AS DEPICTED ON THE AFOREMENTIONED PLAT OF

"SUNDANCE RANCH ESTATES"; THENCE N-00°05'57"-E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 870.30 FEET TO THE SOUTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE N-89°40'11"-E, ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 1278.58 FEET; THENCE S-00°38'34"-E, 599.45 FEET TO THE POINT OF BEGINNING.

PAGE 2 OF 5



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**EXHIBIT 4  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED**

**AND**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23; THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH ½ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 364.00 FEET TO THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, S-00°36'29"-E, 190.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

PAGE 3 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801

OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 4**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**



**AND**

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°22'50" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 14, 1802.91 FEET; THENCE NORTH 89°33'09" EAST, 260.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'09" EAST, 1266.68 FEET; THENCE NORTH 43°52'05" EAST, 1113.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD 540A; THENCE SOUTH 39°04'22" EAST, ALONG SAID RIGHT-OF-WAY, 576.53 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE SOUTH 00°05'40" EAST (LEAVING SAID RIGHT-OF-WAY) ALONG SAID EAST BOUNDARY, 2530.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°33'17" WEST, 1325.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°11'45" EAST, 1329.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE SOUTH 00°45'14" EAST, 1323.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89°40'22" WEST, 1325.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°39'34" WEST, 1338.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 00°36'26" WEST, 1328.17 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°31'55" WEST, ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, 966.23 FEET; THENCE SOUTH 89°31'21" EAST, 1601.04 FEET; THENCE NORTH 00°22'50" WEST, 2547.05 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT** THE FOLLOWING DESCRIBED PARCEL CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 9200, PAGE 1360, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°24'07" WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 971.66 FEET TO THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°32'14" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 554.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°26'39" EAST, 133.76 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF A WETLANDS AREA; THENCE SOUTHWESTERLY ALONG SAID WETLANDS BOUNDARY THE FOLLOWING THIRTY-TWO (32) COURSES: 1.) NORTH 77°12'41" WEST, 17.17 FEET; THENCE 2.) NORTH 62°31'21" WEST, 36.60 FEET; THENCE 3.) SOUTH 31°18'03" WEST, 32.21 FEET; THENCE 4.) SOUTH 76°19'26" WEST, 38.02 FEET; THENCE 5.) NORTH 85°03'03" WEST, 22.47 FEET; THENCE 6.) SOUTH 54°51'09" WEST, 37.38 FEET; THENCE 7.) SOUTH 61°12'49" WEST, 31.42 FEET; THENCE 8.) SOUTH 25°29'45" EAST, 61.61 FEET; THENCE 9.) SOUTH 33°42'15" WEST, 24.70 FEET; THENCE 10.) NORTH 80°24'59" WEST, 94.47 FEET; THENCE 11.) SOUTH 49°32'39" EAST, 25.88 FEET; THENCE 12.) SOUTH 09°32'17" EAST, 26.43 FEET; THENCE 13.) SOUTH 28°13'51" WEST, 40.89 FEET; THENCE 14.) SOUTH 67°06'03" WEST, 62.35 FEET; THENCE 15.) SOUTH 66°42'29" WEST, 89.20 FEET; THENCE 16.) SOUTH 07°16'07" WEST, 60.33 FEET; THENCE 17.) NORTH 71°54'24" WEST, 32.29 FEET; THENCE 18.) SOUTH 83°42'17" WEST, 36.86 FEET; THENCE 19.) SOUTH 15°36'02" WEST, 14.95 FEET; THENCE 20.) SOUTH 03°41'00" EAST, 40.83 FEET; THENCE 21.) SOUTH 58°30'44" WEST, 43.06 FEET; THENCE 22.) NORTH 65°05'15" WEST, 26.78 FEET; THENCE 23.) NORTH 39°20'44" WEST, 37.68 FEET; THENCE 24.) NORTH 76°32'13" WEST, 25.01 FEET; THENCE 25.) NORTH 23°43'42" WEST, 38.94 FEET; THENCE 26.) SOUTH 41°51'44" WEST, 23.59 FEET; THENCE 27.) SOUTH 60°18'52" WEST, 28.86 FEET; THENCE 28.) NORTH 78°52'37" WEST, 20.99 FEET; THENCE 29.) SOUTH 74°47'01" WEST, 24.41 FEET; THENCE 30.) SOUTH 61°05'04" WEST, 34.70 FEET; THENCE 31.) SOUTH 71°35'41" WEST, 36.79 FEET; THENCE 32.) SOUTH 69°20'13" WEST, 35.28 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°33'39" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 514.16 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°32'14" EAST, ALONG SAID SOUTH BOUNDARY A DISTANCE OF 786.88 FEET TO THE POINT OF BEGINNING.

PAGE 4 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801  
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**EXHIBIT 4**  
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**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

**LESS AND EXCEPT THE FOLLOWING:**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 177.31 FEET TO THE **POINT OF BEGINNING.**

**CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.**

PAGE 5 OF 5



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## SECTION 3

## RESOLUTION 2021-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION 2019-32; AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN AMENDED ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the VillaMar Community Development District (“**District**”) previously indicated its intention to construct certain types of public infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District, including the Expansion Parcels, hereinafter defined; and

**WHEREAS**, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection, and enforcement of such assessments and now desires to adopt a resolution imposing and levying such assessments.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under the pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements (turn lanes); electrical utilities (street lighting); entry features and signage; parks and amenities, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District (collectively, the “**Improvements**”), and evidenced its intent to defray the cost of such Improvements pursuant to Resolution Nos. 2019-25, 2019-29, 2019-32, 2019-39 and 2021-02 (collectively, the “**Assessment Resolutions**”).

(c) The Board of City Commissioners of City of Winter Haven, Florida adopted Ordinance No. O-20-40, effective October 26, 2020, and Ordinance No. O-21-32, effective April 12, 2021 (together, the “**Expansion Ordinances**”), amending and supplementing O-18-60, effective November 26, 2018 (“**Establishing Ordinance**” and together with the Expansion Ordinance, the “**Ordinance**”), amending the external boundaries of the District to include an additional 281.98 acres of land, more or less (the “**Expansion Parcels**”).

(d) The Board determined it is in the District’s best interest to revise the estimated costs of the Improvements and modify the development plan to incorporate additional improvements to serve lands currently within the District including the Expansion Parcels.

(e) As a result of the annexation of the Expansion Parcels, on May 12, 2021, the Board adopted Resolution 2021-12, amending and supplementing Resolution 2019-29 and approving *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated April 13, 2021 (the “**Amended and Restated Engineer’s Report**”) attached hereto as **Exhibit A** and incorporated herein by this reference, which restates, amends and supplements the *Engineer’s Report for Capital Improvements*, dated January 3, 2019 (the “**Master Engineer’s Report**”), as supplemented by that *Supplemental Engineer’s Report for Capital Improvements*, dated March 20, 2019 (the “**First Supplemental Engineer’s Report**”), as further supplemented by that *Second Supplemental Engineer’s Report for Capital Improvements*, dated November 3, 2020 (the “**Second Supplemental Engineer’s Report**” and together with the Master Engineer’s Report, the First Supplemental Engineer’s Report and the Amended and Restated Engineer’s Report, the “**Engineer’s Report**”), which Engineer’s Report details the revised scope and cost of Improvements necessary to serve the lands located within the District, including the Expansion Parcels.

(f) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(g) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Improvements relative to the Expansion Parcels, the nature and location of which was initially described in Resolution 2021-12, and is described in the Engineer’s Report attached hereto; (ii) The plans and specifications for the Improvements are on file at the office of the District Manager c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District Records Offices”); (iii) the cost of such Improvements be assessed against the lands within the Expansion Parcels specially benefited by such

Improvements; and (iv) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(h) The provision of said Improvements, the levying of such Assessments (hereinafter defined) on the Expansion Parcels, and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(i) In order to provide funds with which to pay all or a portion of the costs of the Improvements which are to be assessed against the benefitted properties including the Expansion Parcels, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its bonds, in one or more series.

(j) By Resolution 2021-12, the Board determined to provide the Improvements and to defray the costs thereof by imposing Assessments on the Expansion Parcels and expressed an intention to issue bonds to provide a portion of the funds needed for the Improvements prior to the collection of such Assessments. Resolution 2021-12 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(k) As directed by Resolution 2021-12, said Resolution 2021-12 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(l) As directed by Resolution 2021-12, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(m) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-13, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the Improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefitted property or parcel including the Expansion Parcels, and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(n) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(o) On July 14, 2021, at the time and place specified in Resolution 2021-13, and the notice referred to in paragraph (n) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (m) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just, and right in the making of the final assessment roll.

(p) Having considered the estimated costs of the Improvements, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and

determines that:

- (i) the estimated costs of the Improvements are as specified in the Engineer's Report, which is hereby adopted, approved and confirmed, and that the amount of such costs is reasonable and proper; and
- (ii) it is reasonable, proper, just and right to assess the cost of such Improvements against the properties specially benefited thereby within the Expansion Parcels using the method determined by the Board set forth in the *Amended and Restated Master Assessment Methodology*, dated May 12, 2021 (the "**Amended and Restated Assessment Methodology**") attached hereto as **Exhibit B** and incorporated herein by this reference, which amends and supplements the *Master Assessment Methodology*, dated January 3, 2019 (the "**Master Assessment Methodology**"), as supplemented by that *Supplemental Assessment Methodology for Phase 1*, dated June 12, 2019 (the "**First Supplemental Assessment Methodology**"), as further supplemented by that *Supplemental Assessment Methodology (Series 2020 Assessment Area)*, dated November 12, 2020 (the "**Second Supplemental Methodology**" and together with the Master Assessment Methodology, First Supplemental Assessment Methodology and the Amended and Restated Assessment Methodology, the "**Assessment Report**"), which results in the allocation of assessments in the manner set forth in the final assessment roll included in Exhibit B (the "**Assessments**"); and
- (iii) the Assessment Report is hereby approved, adopted and confirmed; and
- (iv) it is hereby declared that the Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and
- (v) the costs of the Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**; and
- (vi) it is in the best interests of the District that the Assessments be paid and collected as herein provided.
- (vii) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECT.** That construction of Improvements initially described in Resolution 2021-12, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized, and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Improvements and the costs to be paid by Assessments on all specially benefited property within the Expansion Parcels are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Assessments on the parcels within the Expansion Parcels specially benefited by the Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed, and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, 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. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the Improvements have both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Improvements, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves, or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

**SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The 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 complete, unless such option has been waived by the owner of the land subject to the Assessments; 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. 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 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. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, 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 (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

## **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and any reports supplemental thereto, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the

remaining property in accordance with such Assessment Report and supplemental assessment methodology report(s), as applicable, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth (the "True-Up Methodology"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) 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. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the landowner and primary developer of the lands within the Expansion Parcels, that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres within the Expansion Parcels and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed relative to the Expansion Parcels. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres within the Expansion Parcels, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

**SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT.** Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record an Amended Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 11. 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 12. CONFLICTS.** This Resolution is intended to amend and supplement the Assessment Resolutions relating to the District's levy of special assessments on the lands within the boundaries of the District benefitting from the public infrastructure improvements set forth in the Engineer's Report. As such, all such prior resolutions, including but not limited to the Assessment Resolutions, remain in full force and effect, except to the extent provided for herein.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

*[Remainder of this page intentionally left blank]*

**APPROVED AND ADOPTED** this 14th day of July 2021.

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice Chairperson, Board of Supervisors

**Exhibit A:** *Amended and Restated Master Engineer's Report for Capital Improvements*, dated April 13, 2021

**Exhibit B:** *Amended and Restated Master Assessment Methodology*, dated May 12, 2021

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

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

**Prepared for:**

**BOARD OF SUPERVISORS  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**APRIL 13, 2021**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

**AMENDED AND RESTATED MASTER ENGINEER’S REPORT  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**I. PURPOSE**

The purpose of this Amended and Restated Master Engineer’s Report is to provide engineering support for the expanded boundaries of the Villamar Community Development District (“CDD” or the “District”).

The original District boundaries contained Phase 1 and Phase 2, consisting of approximately 153.65 acres, as contemplated by the original master Engineer’s Report for Capital Improvements, dated January 3, 2019, as supplemented by that Supplemental Engineer’s Report for Capital Improvements, dated March 20, 2019 (combined the original phasing to two (2) phases and providing for developmental plan changes), and further supplemented by that Second Supplemental Engineer’s Report for Capital Improvements, dated November 3, 2020 (updating development plan for Phase 2). Phase 1 and Phase 2 remain unchanged by this report.

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 271 lots (164 – 40’ wide lots and 107 - 50’ wide lots), and Phase 6 consisting of 242 lots (149 - 40’ wide lots and 93 - 50’ wide lots. The expanded CDD will have a total of 1,468 single family lots and consist of approximately 435.63 acres.

**II. INTRODUCTION**

The Villamar Community Development District (the “District”) is west of CR 653 and south of Eloise Loop Road in Winter Haven (the “City”), Polk County, (the “County”), Florida. The District consists of approximately 435.63 acres more or less, and is expected to consist of 1,468 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 0-18-70 which was approved by the Winter Haven City Commission (“City Commission” or the “City”) on November 26, 2018 (approximately 153.65 acres), further amended by the City Ordinance No. O-20-40, approved by the City Commission on October 26, 2020 (adding approximately 45.905 acres), as further amended by the City Ordinance No. O-21-32, approved by the City Commission on April 12, 2021 (adding



approximately 236.07 acres), expanding the District boundary to the current total of 435.63 acres, more or less. 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 9 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, reclaim water, and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

### **III. 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 all or 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.

### **IV. THE DEVELOPMENT**

The development will consist of 1,468 single family homes and associated infrastructure (“Development”). The Development is a planned residential community is located on the west of CR 653 and south of Eloise Loop /road in the City of Winter Haven and lies within Sections 14, 15, 22, and 23, Township 29 South, Range 26 East, all within the City. The Development has received zoning approval by the City. The approved zoning is PD and the property has an underlying Future Land Use Designation of RL (Residential Low Density), RE (Residential Estate, and CON (Conservation). The development will be constructed in six (6) phases.

## **V. THE CAPITAL IMPROVEMENTS**

The system of improvements comprising the District's Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1-6. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water, reclaim 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 will enter into a lighting agreement with Tampa Electric Company for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the development and the location shall have easy access to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

All improvements financed by the District will be on land owned, or subject to a permanent easement in favor of, the District or another government entity.

## **VI. 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 and/or wet 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 is a known surface water, (Crystal Lake) and there are natural wetlands on the west side of the Development. No impacts to the wetlands or lake are anticipated.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0530G (dated 12/22/2016) demonstrates that the majority of the property is located within Flood Zone X with the remainder in AE. Based on this information and the site topography, it does not appear that floodplain compensation is required. If floodplain compensation is required, flood compensation shall be in accordance with Southwest Florida Water Management, City, and County criteria

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 40' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides and 80' R/W with 24' of asphalt with roadside swales and sidewalks 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. The 80' R/W section shall be a rural section constructed in accordance with FDOT, County, and City specifications. 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, Reclaim, 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 Winter Haven 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 system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to either a force main on site or along CR 653.

Reclaimed water is available for this site. The reclaim water lines will be installed onsite to provide irrigation within the public right of way and amenity/park area. The reclaimed water system is funded by the District. 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 2019-2020; Phase 2 in 2020-2022; Phase 3 in 2021-2023; Phase 4 in 2020-2024; Phase 5 in 2023-2025; Phase 5 in 2024-2026. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City.

### **Amenities and Parks**

The District will provide funding for a public Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails around the Amenity Center.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding the system. The District plans to fund the incremental cost of undergrounding the electric conduit for the installation of the street lighting along the internal roadways within the CDD. These lights will be owned and maintained by TECO after dedication, with the District funding maintenance services from funds other than bond proceeds. All improvements funded by the District will be owned and operated by the District or another governmental entity.

### **Entry Feature**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reuse water as provided by the City of Winter Haven. The master reuse watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **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.

## **VII. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Florida Department of Environmental Protection (FDEP), Polk County Health Department, and City construction plan approval. There may be a need for an Army Corps of Engineer (ACOE) jurisdictional wetlands within the Phase 3 CIP boundaries.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1 – 334 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	Approved
Construction Permits (City of Winter Haven)	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved

### **PHASE 2 – 281 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	Approved
Construction Permits (City of Winter Haven)	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved

**PHASE 3 – 140 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	April 2021
Construction Permits (City of Winter Haven)	April 2021
FDEP Water	April 2021
FDEP Sewer	April 2021
FDEP NOI	April 2021

**PHASE 4 – 200 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	October 2021
Construction Permits (City of Winter Haven)	October 2021
FDEP Water	October 2021
FDEP Sewer	October 2021
FDEP NOI	October 2021

**PHASE 5 – 271 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 2022
Construction Permits (City of Winter Haven)	November 2022
FDEP Water	November 2022
FDEP Sewer	November 2022
FDEP NOI	November 2022



## PHASE 6 – 242 lots

Permits / Approvals	Approval / Expected Date
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 2023
Construction Permits (City of Winter Haven)	November 2023
FDEP Water	November 2023
FDEP Sewer	November 2023
FDEP NOI	November 2023

### VIII. 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 Winter Haven, 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.

### IX. REPORT MODIFICATION

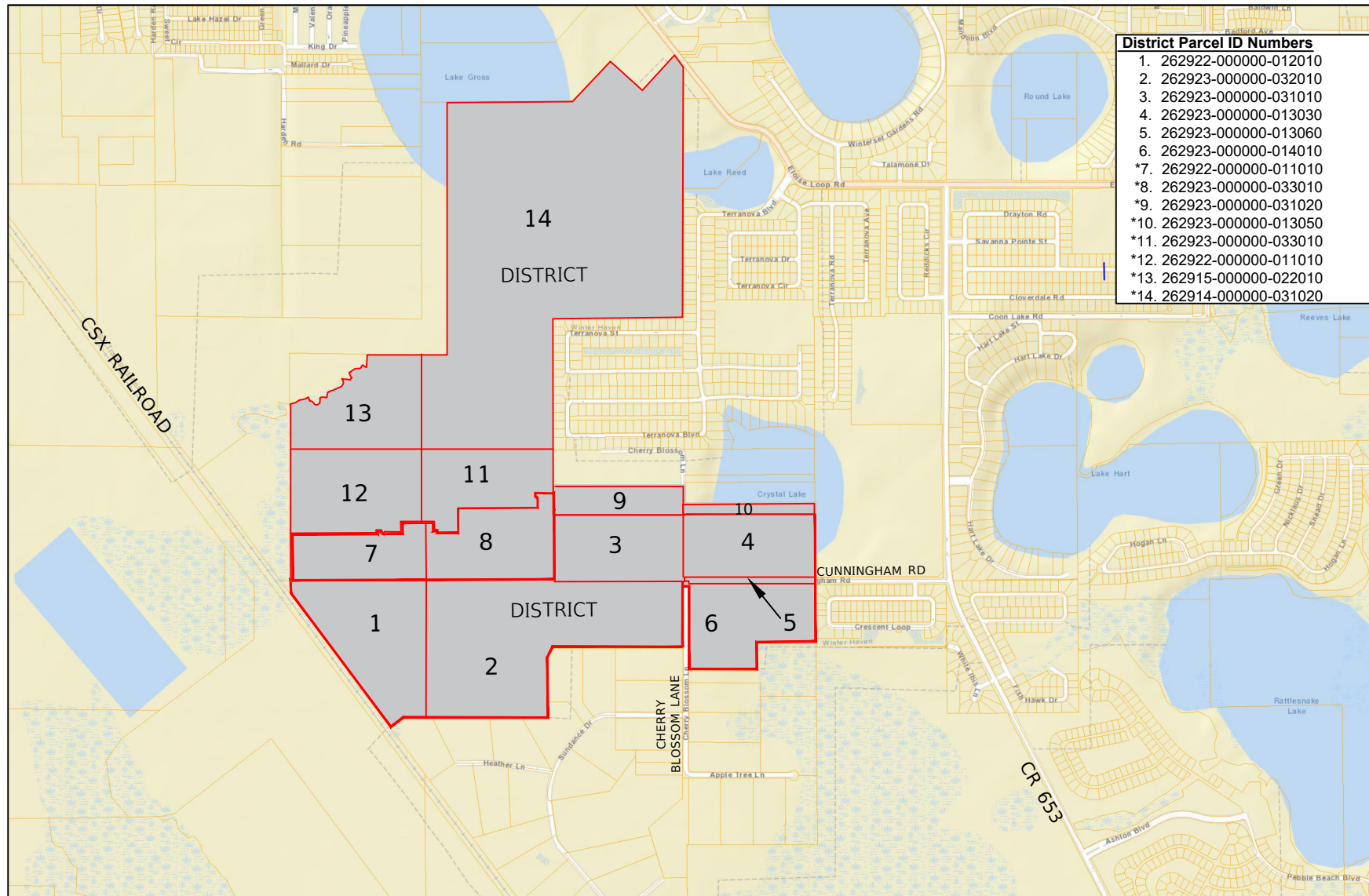
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

## **X. 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.



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# **EXHIBIT 1** **VILLAMAR COMMUNITY DEVELOPMENT DISTRICT** **LOCATION MAP**

\* Approved and added to the District by the City  
 Ordinance Nos. O-20-40, adopted October 26,  
 2020, and O-21-32, adopted April 12, 2021.



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

PARCEL 1 (262922-000000-012010), PARCEL 2 (262923-000000-032010), PARCEL 3 (262923-000000-031010)

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-00°44'39"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 662.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-89°32'55"-E, ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 1307.27 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THENCE S-00°45'04"-E, ALONG SAID WEST LINE, A DISTANCE OF 664.06 FEET TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE S-89°37'57"-W, ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET TO THE NORTHWEST CORNER OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-00°08'59"-W, ALONG THE WEST BOUNDARY OF SAID "SUNDANCE RANCH ESTATES", 678.40 FEET TO THE NORTH BOUNDARY OF LOT 13 OF SAID, "SUNDANCE RANCH ESTATES"; THENCE S-89°54'11"-W, ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES" AND THE NORTH BOUNDARY OF "SUNDANCE RANCH ESTATES PHASE TWO" AS RECORDED IN PLAT BOOK 80, PAGE 47, A DISTANCE OF 1305.26 FEET; THENCE CONTINUE WESTERLY ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES PHASE TWO" THE FOLLOWING FOUR (4) COURSES: 1) S-30°21'23"-W, 129.09 FEET; THENCE 2) S-00°03'19"-E, 596.81 FEET; THENCE 3) S-89°50'21"-W, 1447.79 FEET; THENCE 4) S-53°01'53"-W, 163.42 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE N-36°58'07"-W, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1688.64 FEET TO THE WEST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE AFOREMENTIONED SECTION 22; THENCE N-00°35'04"-W, ALONG SAID WEST LINE 135.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE S-89°38'05"-E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1338.55 FET TO THE WEST BOUNDARY OF THE AFOREMENTIONED SECTION 23; THENCE N-89°41'51"-E, ALONG THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, A DISTANCE OF 1325.08 FEET TO THE POINT OF BEGINNING.

### AND

THAT PORTION OF THE 60.00-FOOT-WIDE PLATTED RIGHT-OF-WAY FOR CHERRY BLOSSOM LANE AS SHOWN ON THE MAP OR PLAT OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF N-89°43'21"-E, 41.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY RIGHT-OF-WAY THEREOF S-00°05'12"-E, 60.48 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY S-89°23'59"-W, 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY N-00°05'12"-W, 61.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF S-89°40'31"-E, 19.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED

**PARCEL 4 (262923-000000-013030)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE N-89°33'25"-E, ALONG THE NORTH LINE OF SAID SOUTH ½ A DISTANCE OF 1321.03 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ½; THENCE S-00°35'32"-E, ALONG THE EAST LINE THEREOF A DISTANCE OF 636.67 FEET TO THE NORTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE S-89°40'11"-W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1319.27 FEET; THENCE N-00°45'04"-W, 634.08 FEET TO THE POINT OF BEGINNING.

**AND**

THE EAST 15.00 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**PARCEL 5 (262923-000000-013060)**

THE SOUTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**AND**

THE NORTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THAT PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

**COMMENCE** AT THE NORTHEAST CORNER OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ FOR A **POINT OF BEGINNING**; THENCE RUN ALONG THE EAST BOUNDARY LINE OF SOUTHWEST ¼ OF THE NORTHEAST ¼ S- 00°36'01"-E, A DISTANCE OF 632.69 FEET; THENCE RUN S- 89°23'59"- W, A DISTANCE OF 604.86 FEET; THENCE RUN S- 00°36'01"-E, A DISTANCE OF 270.00 FEET; THENCE RUN S-89°54'14"-W, A DISTANCE OF 685.00 FEET; THENCE RUN N-00°05'46"-W, A DISTANCE OF 901.57 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SOUTHWEST ¼ OF NORTHEAST ¼; THENCE RUN ALONG SAID BOUNDARY LINE NORTH 89°36'57"-E, A DISTANCE OF 1281.91 FEET TO THE SAID POINT OF BEGINNING.

**PARCEL 6 (262923-000000-014010)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF LOT 1, "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF THE FOLLOWING THREE (3) COURSES: 1) S-89°22'39"-W, 604.74 FEET; THENCE 2) S-00°35'59"-E, 269.89 FEET; THENCE 3) S-89°50'55"-W, 684.91 FEET TO THE EASTERLY RIGHT-OF -WAY OF CHERRY BLOSSOM LANE AS DEPICTED ON THE AFOREMENTIONED PLAT OF

"SUNDANCE RANCH ESTATES"; THENCE N-00°05'57"-E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 870.30 FEET TO THE SOUTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE N-89°40'11"-E, ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 1278.58 FEET; THENCE S-00°38'34"-E, 599.45 FEET TO THE POINT OF BEGINNING.



**AND**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23; THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH ½ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 364.00 FEET TO THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, S-00°36'29"-E, 190.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

PAGE 3 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801

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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**



**AND**

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°22'50" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 14, 1802.91 FEET; THENCE NORTH 89°33'09" EAST, 260.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 89°33'09" EAST, 1266.68 FEET; THENCE NORTH 43°52'05" EAST, 1113.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD 540A; THENCE SOUTH 39°04'22" EAST, ALONG SAID RIGHT-OF-WAY, 576.53 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE SOUTH 00°05'40" EAST (LEAVING SAID RIGHT-OF-WAY) ALONG SAID EAST BOUNDARY, 2530.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°33'17" WEST, 1325.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°11'45" EAST, 1329.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE SOUTH 00°45'14" EAST, 1323.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89°40'22" WEST, 1325.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°39'34" WEST, 1338.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 00°36'26" WEST, 1328.17 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°31'55" WEST, ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, 966.23 FEET; THENCE SOUTH 89°31'21" EAST, 1601.04 FEET; THENCE NORTH 00°22'50" WEST, 2547.05 FEET TO THE **POINT OF BEGINNING**.

**LESS AND EXCEPT** THE FOLLOWING DESCRIBED PARCEL CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 9200, PAGE 1360, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°24'07" WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 971.66 FEET TO THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°32'14" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 554.55 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°26'39" EAST, 133.76 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF A WETLANDS AREA; THENCE SOUTHWESTERLY ALONG SAID WETLANDS BOUNDARY THE FOLLOWING THIRTY-TWO (32) COURSES: 1.) NORTH 77°12'41" WEST, 17.17 FEET; THENCE 2.) NORTH 62°31'21" WEST, 36.60 FEET; THENCE 3.) SOUTH 31°18'03" WEST, 32.21 FEET; THENCE 4.) SOUTH 76°19'26" WEST, 38.02 FEET; THENCE 5.) NORTH 85°03'03" WEST, 22.47 FEET; THENCE 6.) SOUTH 54°51'09" WEST, 37.38 FEET; THENCE 7.) SOUTH 61°12'49" WEST, 31.42 FEET; THENCE 8.) SOUTH 25°29'45" EAST, 61.61 FEET; THENCE 9.) SOUTH 33°42'15" WEST, 24.70 FEET; THENCE 10.) NORTH 80°24'59" WEST, 94.47 FEET; THENCE 11.) SOUTH 49°32'39" EAST, 25.88 FEET; THENCE 12.) SOUTH 09°32'17" EAST, 26.43 FEET; THENCE 13.) SOUTH 28°13'51" WEST, 40.89 FEET; THENCE 14.) SOUTH 67°06'03" WEST, 62.35 FEET; THENCE 15.) SOUTH 66°42'29" WEST, 89.20 FEET; THENCE 16.) SOUTH 07°16'07" WEST, 60.33 FEET; THENCE 17.) NORTH 71°54'24" WEST, 32.29 FEET; THENCE 18.) SOUTH 83°42'17" WEST, 36.86 FEET; THENCE 19.) SOUTH 15°36'02" WEST, 14.95 FEET; THENCE 20.) SOUTH 03°41'00" EAST, 40.83 FEET; THENCE 21.) SOUTH 58°30'44" WEST, 43.06 FEET; THENCE 22.) NORTH 65°05'15" WEST, 26.78 FEET; THENCE 23.) NORTH 39°20'44" WEST, 37.68 FEET; THENCE 24.) NORTH 76°32'13" WEST, 25.01 FEET; THENCE 25.) NORTH 23°43'42" WEST, 38.94 FEET; THENCE 26.) SOUTH 41°51'44" WEST, 23.59 FEET; THENCE 27.) SOUTH 60°18'52" WEST, 28.86 FEET; THENCE 28.) NORTH 78°52'37" WEST, 20.99 FEET; THENCE 29.) SOUTH 74°47'01" WEST, 24.41 FEET; THENCE 30.) SOUTH 61°05'04" WEST, 34.70 FEET; THENCE 31.) SOUTH 71°35'41" WEST, 36.79 FEET; THENCE 32.) SOUTH 69°20'13" WEST, 35.28 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°33'39" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 514.16 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°32'14" EAST, ALONG SAID SOUTH BOUNDARY A DISTANCE OF 786.88 FEET TO THE **POINT OF BEGINNING**.

PAGE 4 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801  
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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

AND

LESS AND EXCEPT THE FOLLOWING:

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 177.31 FEET TO THE **POINT OF BEGINNING.**

**CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.**

PAGE 5 OF 5

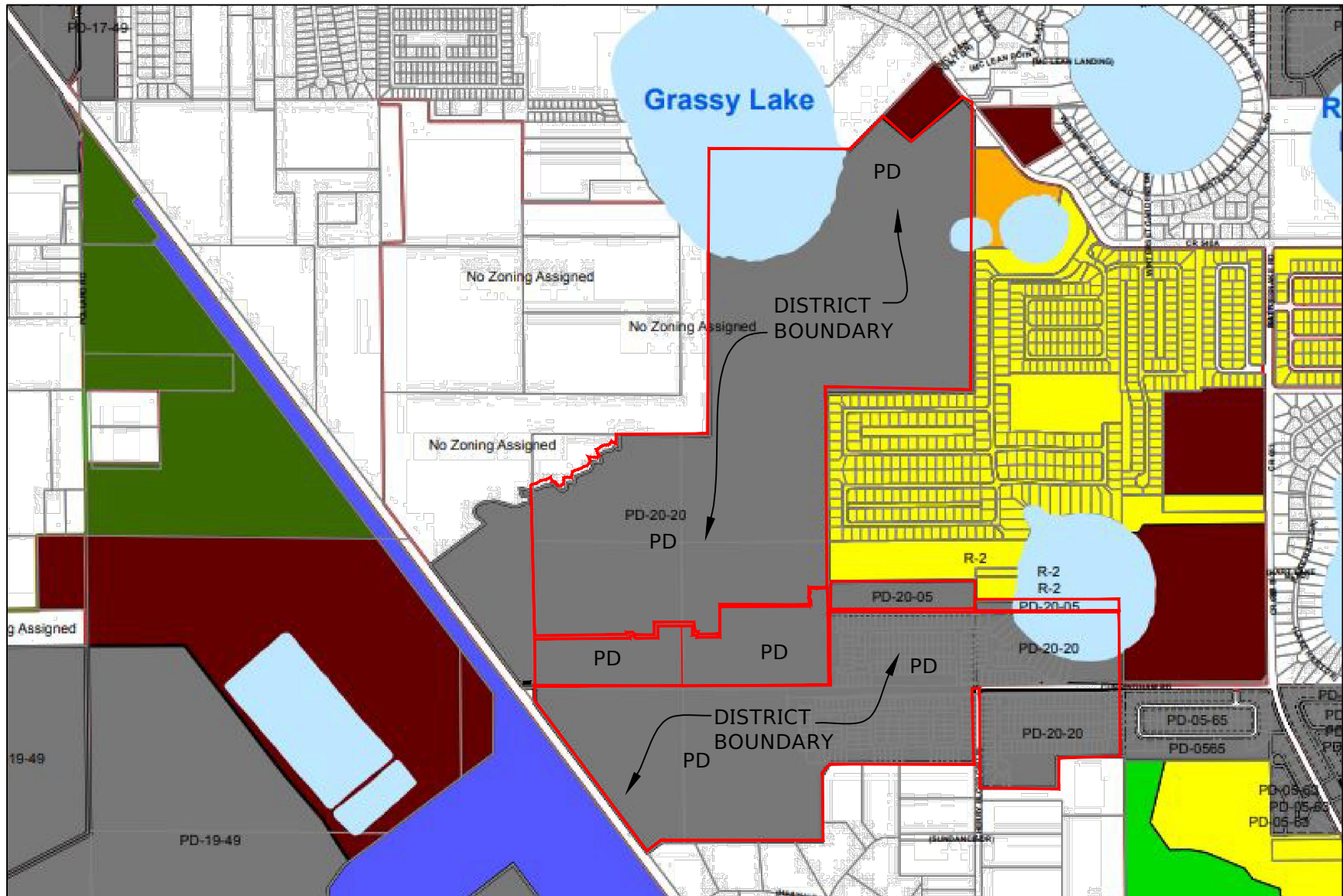


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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED







#### LEGEND

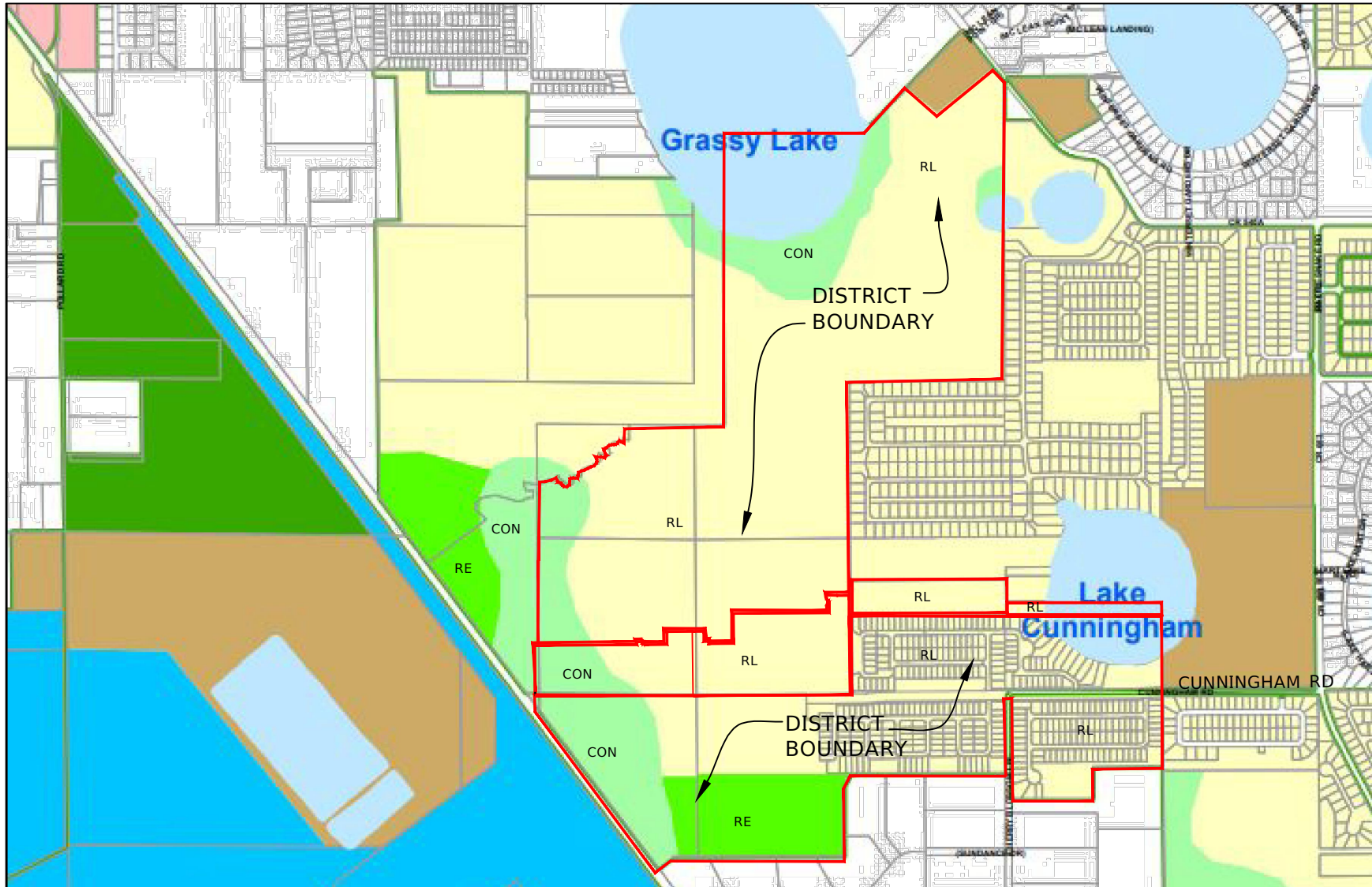
 PD - PLANNED DEVELOPMENT

### COMPOSITE EXHIBIT 4 VILLAMAR CDD ZONING MAP CITY OF WINTER HAVEN

1925 BARTOW ROAD LAKELAND, FL 33801  
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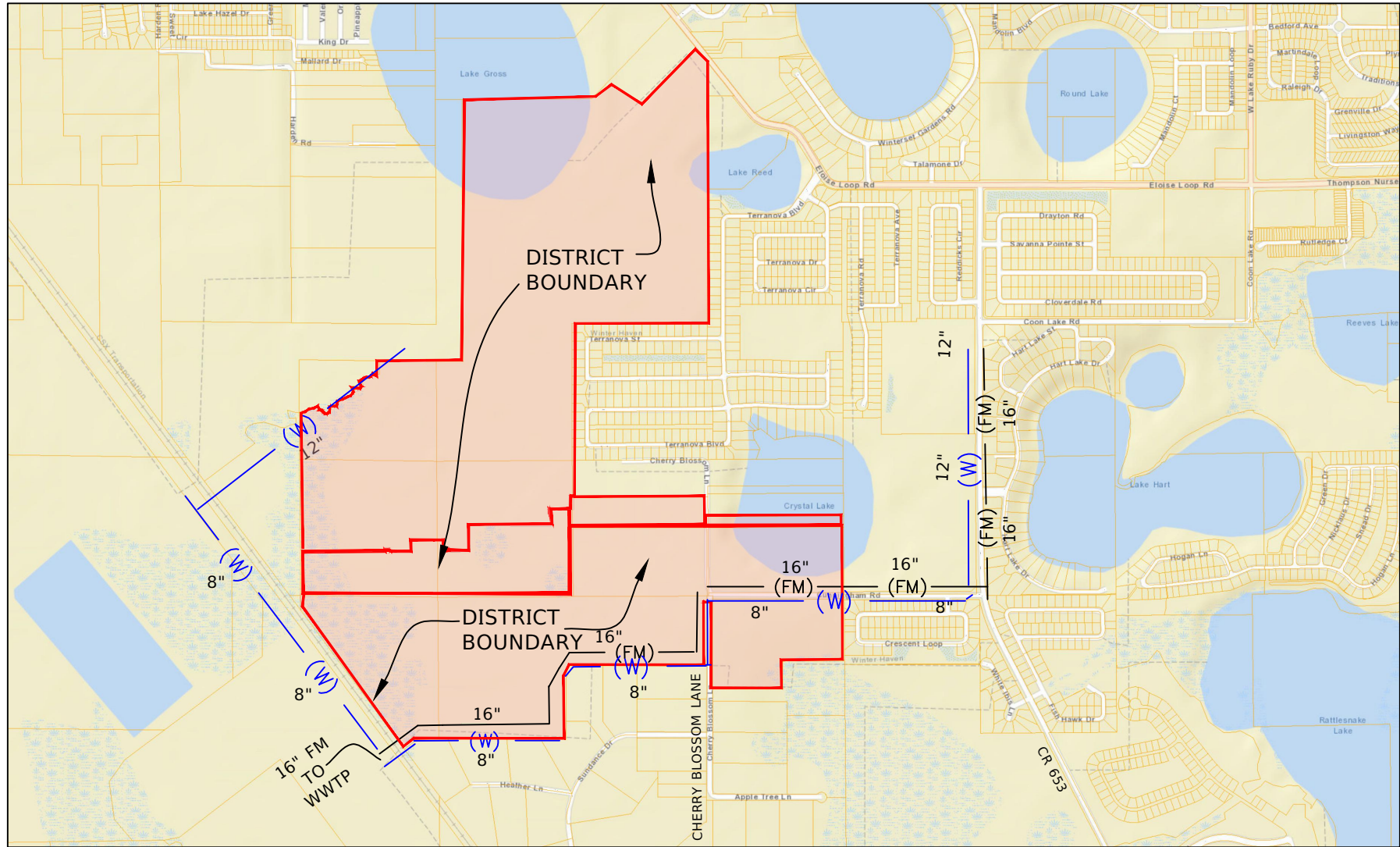
#### LEGEND

- RL - RESIDENTIAL LOW DENSITY
- RE - RESIDENTIAL ESTATE
- CON - CONSERVATION

## COMPOSITE EXHIBIT 5 VILLAMAR CDD FUTURE LAND USE MAP CITY OF WINTER HAVEN



NO  
SCALE



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#### LEGEND

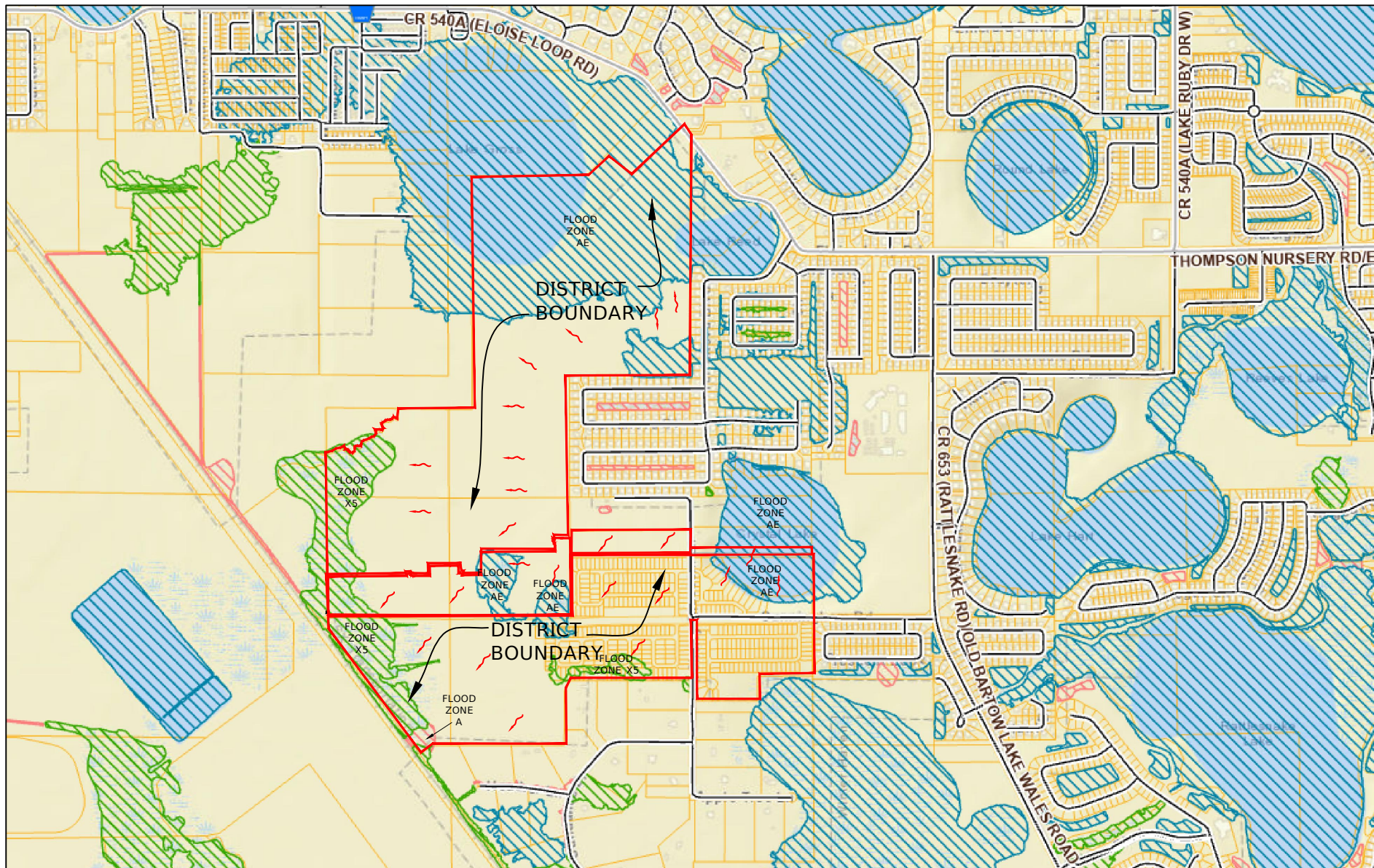
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED


## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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**Composite Exhibit 8**  
**Villamar Community Development District**  
**Summary of Probable Cost**

<u>Number of Lots</u>	<u>334<sup>(10)</sup></u>	<u>281<sup>(10)</sup></u>	<u>140<sup>(10)</sup></u>	<u>200<sup>(10)</sup></u>	<u>271<sup>(10)</sup></u>	<u>242<sup>(10)</sup></u>	<u>1468</u>
<u>Infrastructure</u> <sup>(1)(9)</sup>	<u>Phase 1</u> <u>2019-2020</u>	<u>Phase 2</u> <u>2020-2022</u>	<u>Phase 3</u> <u>2021-2023</u>	<u>Phase 4</u> <u>2022-2024</u>	<u>Phase 5</u> <u>2023-2025</u>	<u>Phase 6</u> <u>2024-2026</u>	<u>Total</u>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,050,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,655,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,300,000.00	\$ 1,750,000.00	\$ 1,600,000.00	\$ 13,512,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,700,000.00	\$ 2,300,000.00	\$ 2,050,000.00	\$ 11,106,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 890,000.00	\$ 1,200,000.00	\$ 1,100,000.00	\$ 6,519,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 90,000.00	\$ 80,000.00	\$ 90,000.00	\$ 510,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 280,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,030,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 539,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,748,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 5,849,000.00</b>	<b>\$ 6,589,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,080,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the 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 of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. 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 Tampa Electric 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.
9. Estimates based on Master Infrastructure to support development of 1468 lots.
10. Lot Summary Table provided on Exhibit 10 – Master Site Plan.

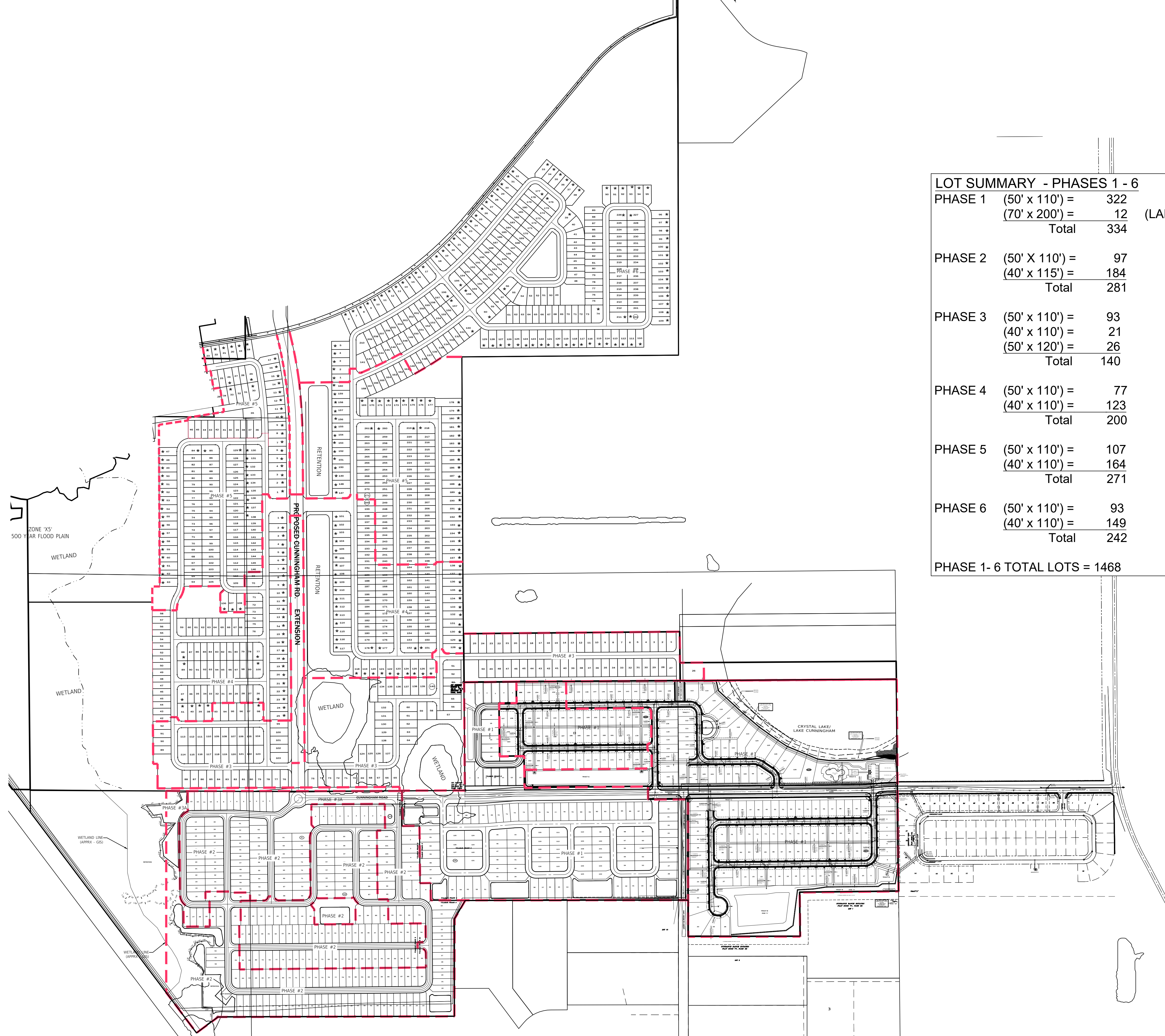
**Composite Exhibit 9**  
**Villamar Community Development District**  
**Summary of Proposed District Facilities**

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


\*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 Tampa Electric.





LOT SUMMARY - PHASES 1 - 6			
PHASE 1	(50' x 110') =	322	(LAKEFRONT)
	(70' x 200') =	12	
	Total	334	
PHASE 2	(50' X 110') =	97	
	(40' x 115') =	184	
	Total	281	
PHASE 3	(50' x 110') =	93	
	(40' x 110') =	21	
	(50' x 120') =	26	
	Total	140	
PHASE 4	(50' x 110') =	77	
	(40' x 110') =	123	
	Total	200	
PHASE 5	(50' x 110') =	107	
	(40' x 110') =	164	
	Total	271	
PHASE 6	(50' x 110') =	93	
	(40' x 110') =	149	
	Total	242	
PHASE 1- 6 TOTAL LOTS = 1468			

EXHIBIT 10	MASTER SITE PLAN	NOT VALID WITHOUT SEAL DENNIS L. WOOD, P.E. #176416 (FL) DATE _____	VILLAMAR OVERALL SITE POLK COUNTY, FLORIDA	 WOOD & ASSOCIATES Engineering, LLC	OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018 1925 BARTOW ROAD LAKELAND, FL 33801 DENNIS WOOD, PROFESSIONAL ENGINEER EMAIL: denniswoodengineering@gmail.com	DATE _____	NO. _____	REVISIONS _____



**AMENDED AND RESTATED MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
VILLAMAR  
  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: May 12, 2021**

**Prepared by**

**Governmental Management Services – Central Florida, LLC  
219 E. Livingston St.  
Orlando, FL 32801**

## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background .....	4
1.3 Special Benefits and General Benefits .....	5
1.4 Requirements of a Valid Assessment Methodology .....	5
1.5 Special Benefits Exceed the Costs Allocated .....	6
2.0 Assessment Methodology .....	6
2.1 Overview .....	6
2.2 Allocation of Debt.....	7
2.3 Allocation of Benefit .....	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	8
3.0 True-Up Mechanism.....	9
4.0 Assessment Roll.....	9
5.0 Appendix .....	10
Table 1: Development Program .....	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing .....	12
Table 4: Allocation of Improvement Costs .....	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments .....	15
Table 7: Preliminary Assessment Roll .....	16

GMS-CF, LLC does not represent the Villamar Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Villamar Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

The VillaMar Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$50,000,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Master Engineer’s Report dated April 13, 2021 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated December 5, 2018 (the “Master Report”). The Master Report established an assessment methodology the District Followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$7,180,000 Capital Improvement Revenue Bonds, Series 2019 (“Series 2019 Bonds”), Supplemental Assessment Methodology report dated June 12, 2019 (“Series 2019 Supplemental Report”). The Series 2019 Supplemental Report applied the methodology to the details of the Series 2019 Bonds to allocate debt assessments (“Series 2019 Assessments”) to properties within the District to secure the repayment of the Series 2019 Bonds.

The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$6,500,000 Capital Improvement Revenue Bonds, Series 2020 (“Series 2020 Bonds”), Supplemental Assessment Methodology report dated November 12, 2020 (“Series 2020 Supplemental Report”). The Series 2020 Supplemental Report applied the methodology to the details of the Series 2020 Bonds to allocate debt assessments (“Series 2020 Assessments”) to properties within the District to secure the repayment of the Series 2020 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, such that not all of the assumed planned lots found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development plan revises the unit mix to include additional 713 lots in Phase 4, Phase 5, and Phase 6 as indicated in the Engineers Report in Composite Exhibit 9.

This Amended and Restated Master Assessment Report amends and restates the original approved Master Report (collectively, the “Assessment Report”) and provides for an updated assessment methodology that reflects changes in the future development plan, including the new Phase 4, Phase 5, and Phase 6 lots. The revised development plan increases the total ERUs (hereinafter defined) planned for the District, thereby decreasing the maximum assessment levels of all of the product types. The Series 2019 Assessments and Series 2020 Assessments are not anticipated to be allocated to any of the new product types; however, the maximum principal for the Series 2019 Assessments and Series 2020 Assessments will be decreased to the levels provided herein.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. It is anticipated that the District will issue multiple series of Bonds to fund all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

## **1.2 Background**

The District currently includes approximately 435.63 acres in the City of Winter Haven within Polk County, Florida. The development program for the District currently envisions approximately 1,468 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

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

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

## **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property owners within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$39,080,500. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$50,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District anticipates issuing approximately \$50,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$50,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sides in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development, which these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$39,080,500. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$50,000,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are three product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities,

roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit



debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

**TABLE 1**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENT PROGRAM**  
**AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Land Use	Phase 1 - Series 2019	Phase 2 - Series 2020	Phase 3 - Future Assessment Area	Phase 4 - Future Assessment Area	Phase 5 - Future Assessment Area	Phase 6 - Future Assessment Area	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family - 40'	0	184	21	123	164	149	641	0.80	513
Single Family - 50'	322	97	119	77	107	93	815	1.00	815
Single Family - 70'	12	0	0	0	0	0	12	1.40	17
<b>Total Units</b>	<b>334</b>	<b>281</b>	<b>140</b>	<b>200</b>	<b>271</b>	<b>242</b>	<b>1,468</b>		<b>1,345</b>

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

\* Unit mix is subject to change based on marketing and other factors

TABLE 2  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$ 2,655,000
Stormwater Management	\$ 13,512,500
Utilities (Water, Sewer, & Street Lighting)	\$ 11,106,000
Roadway	\$ 6,519,000
Entry Feature	\$ 510,000
Parks and Amenities	\$ 2,030,000
Contingencies	\$ 2,748,000
	\$ 39,080,500

(1) A detailed description of these improvements is provided in the Engineer's Report dated April 13, 2021

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 39,080,500
Debt Service Reserve	\$ 3,632,446
Capitalized Interest	\$ 6,000,000
Underwriters Discount	\$ 1,000,000
Cost of Issuance	\$ 220,000
Contingency	\$ 67,054
<b>Par Amount*</b>	<b>\$ 50,000,000</b>

<b>Bond Assumptions:</b>	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	641	0.80	513	38.14%	\$ 14,904,418	\$ 23,252
Single Family - 50'	815	1.00	815	60.61%	\$ 23,687,794	\$ 29,065
Single Family - 70'	12	1.40	17	1.25%	\$ 488,288	\$ 40,691
Totals	1,468		1,345	100.00%	\$ 39,080,500	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
 AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Per Product Type - Prior		Allocation of Par Debt Per	
		Costs Per Product		to Developer		Product Type - Prior to	
		Type		Contribution	Developer Contribution	Developer Contribution	Par Debt Per Unit
Single Family - 40'	641	\$	14,904,418	\$	21,832,425	\$	21,832,425
Single Family - 50'	815	\$	23,687,794	\$	34,698,569	\$	27,758,856
Single Family - 70'	12	\$	488,288	\$	715,259	\$	408,719
Totals	1,468	\$	39,080,500	\$	57,246,253	\$	50,000,000

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY						
Land Use	No. of Units *	Allocation of Par Debt Per Product Type - After Developer Contribution	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual	Gross Annual
					Debt Assessment Per Unit	Debt Assessment Per Unit (1)
Single Family - 40'	641	\$ 21,832,425	\$ 34,060	\$ 1,586,102	\$ 2,474	\$ 2,661
Single Family - 50'	815	\$ 27,758,856	\$ 34,060	\$ 2,016,651	\$ 2,474	\$ 2,661
Single Family - 70'	12	\$ 408,719	\$ 34,060	\$ 29,693	\$ 2,474	\$ 2,661
Totals	1,468	\$ 50,000,000	\$	\$ 3,632,446		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

TABLE 7  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner**	Property ID #'s	Product Type	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
HIGHLAND SUMNER LLC	262923690586000010	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000020	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000030	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000040	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000050	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000060	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000070	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000080	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000090	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000100	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000110	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000120	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000130	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000140	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000150	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000160	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000170	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000180	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000190	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000200	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000210	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000220	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000230	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000240	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000250	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000260	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000270	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000280	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000290	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000300	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000310	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000320	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000330	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000340	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000350	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000360	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000370	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000380	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000390	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000400	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000410	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000420	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000430	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000440	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000450	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000460	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000470	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000480	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000490	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000500	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690586000510	SF	\$ 34,060	\$ 2,474	\$ 2,661





Owner**	Property ID #'s	Product Type	Total Par Debt Allocated	Net Annual Debt		Gross Annual Debt Assessment	Debt Assessment Allocation (1)	
				Assessment Allocation				
HIGHLAND CASSIDY LLC	262923690586001080	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001090	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001100	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001110	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001120	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001130	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001140	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001150	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001160	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001170	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001180	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001190	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001200	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001210	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001220	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001230	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001240	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001250	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001260	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001270	SF	\$	34,060	\$	2,474	\$	2,661
	262923690586001280	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000010	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000020	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000030	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000040	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000050	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000060	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000070	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000080	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000090	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000100	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000110	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000120	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000130	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000140	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000150	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000160	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000170	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000180	SF	\$	34,060	\$	2,474	\$	2,661
	262923690587000190	SF	\$	34,060	\$	2,474	\$	2,661
262923690587000200	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000210	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000220	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000230	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000240	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000250	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000260	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000270	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000280	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000290	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000300	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000310	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000320	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000330	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000340	SF	\$	34,060	\$	2,474	\$	2,661	
262923690587000350	SF	\$	34,060	\$	2,474	\$	2,661	

[illegible]



[illegible]

Owner**	Property ID #'s	Product Type	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
HIGHLAND SUMNER LLC	262923690588001860	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001870	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001880	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001890	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001900	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001910	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001920	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001930	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001940	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001950	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001960	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001970	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001980	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588001990	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002000	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002010	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002020	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002030	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002040	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002050	SF	\$ 34,060	\$ 2,474	\$ 2,661
HIGHLAND SUMNER LLC	262923690588002060	SF	\$ 34,060	\$ 2,474	\$ 2,661
Total Platted Lots			\$ 11,376,022	\$ 826,456	\$ 888,662

Owner	Property ID #'s	Acres	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
VMAR DEV LLC	26292200000000012000	29.5	\$ 877,115	\$ 63,721	\$ 68,518
VMAR DEV LLC	26292300000000034000	36.01	\$ 1,070,675	\$ 77,783	\$ 83,638
VMAR DEV LLC	26292200000000011000	13.77	\$ 409,420	\$ 29,744	\$ 31,983
VMAR DEV LLC	26292300000000033000	20.04	\$ 595,844	\$ 43,287	\$ 46,546
VILLA MAR FG LLC	26292300000000031000	9.05	\$ 269,081	\$ 19,548	\$ 21,020
VILLA MAR FG LLC	26292300000000013000	3.31	\$ 98,415	\$ 7,150	\$ 7,688
VILLA MAR FG LLC	26292300000000033000	20.06	\$ 596,438	\$ 43,331	\$ 46,592
VILLA MAR FG LLC	26292200000000011000	26.82	\$ 797,432	\$ 57,933	\$ 62,293
VILLA MAR FG LLC	2629150000000022010	23.31	\$ 693,070	\$ 50,351	\$ 54,141
VILLA MAR FG LLC	26291400000000031020	169.81	\$ 5,048,913	\$ 366,798	\$ 394,407
		351.68	\$ 10,456,403	\$ 759,646	\$ 816,824
Totals			\$ 21,832,425	\$ 1,586,102	\$ 1,705,486

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30 years
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$ 1,586,102

\* - See Metes and Bounds, attached as Exhibit A  
 \*\* - Reflects Owner as of FY 2021 Assessment Roll

Prepared by: Governmental Management Services - Central Florida, LLC

# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

**PARCEL 1 (262922-000000-012010), PARCEL 2 (262923-000000-032010), PARCEL 3 (262923-000000-031010)**

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-00°44'39"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 662.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-89°32'55"-E, ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 1307.27 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THENCE S-00°45'04"-E, ALONG SAID WEST LINE, A DISTANCE OF 664.06 FEET TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE S-89°37'57"-W, ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET TO THE NORTHWEST CORNER OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-00°08'59"-W, ALONG THE WEST BOUNDARY OF SAID "SUNDANCE RANCH ESTATES", 678.40 FEET TO THE NORTH BOUNDARY OF LOT 13 OF SAID, "SUNDANCE RANCH ESTATES"; THENCE S-89°54'11"-W, ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES" AND THE NORTH BOUNDARY OF "SUNDANCE RANCH ESTATES PHASE TWO" AS RECORDED IN PLAT BOOK 80, PAGE 47, A DISTANCE OF 1305.26 FEET; THENCE CONTINUE WESTERLY ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES PHASE TWO" THE FOLLOWING FOUR (4) COURSES: 1) S-30°21'23"-W, 129.09 FEET; THENCE 2) S-00°03'19"-E, 596.81 FEET; THENCE 3) S-89°50'21"-W, 1447.79 FEET; THENCE 4) S-53°01'53"-W, 163.42 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE N-36°58'07"-W, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1688.64 FEET TO THE WEST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE AFOREMENTIONED SECTION 22; THENCE N-00°35'04"-W, ALONG SAID WEST LINE 135.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE S-89°38'05"-E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1338.55 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED SECTION 23; THENCE N-89°41'51"-E, ALONG THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, A DISTANCE OF 1325.08 FEET TO THE POINT OF BEGINNING.

### AND

THAT PORTION OF THE 60.00-FOOT-WIDE PLATTED RIGHT-OF-WAY FOR CHERRY BLOSSOM LANE AS SHOWN ON THE MAP OR PLAT OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF N-89°43'21"-E, 41.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY RIGHT-OF-WAY THEREOF S-00°05'12"-E, 60.48 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY S-89°23'59"-W, 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY N-00°05'12"-W, 61.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF S-89°40'31"-E, 19.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 5



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

**EXHIBIT 4**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**PARCEL 4 (262923-000000-013030)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE N-89°33'25"-E, ALONG THE NORTH LINE OF SAID SOUTH ½ A DISTANCE OF 1321.03 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ½; THENCE S-00°35'32"-E, ALONG THE EAST LINE THEREOF A DISTANCE OF 636.67 FEET TO THE NORTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE S-89°40'11"-W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1319.27 FEET; THENCE N-00°45'04"-W, 634.08 FEET TO THE POINT OF BEGINNING.

**AND**

THE EAST 15.00 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**PARCEL 5 (262923-000000-013060)**

THE SOUTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**AND**

THE NORTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THAT PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

**COMMENCE** AT THE NORTHEAST CORNER OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ FOR A **POINT OF BEGINNING**; THENCE RUN ALONG THE EAST BOUNDARY LINE OF SOUTHWEST ¼ OF THE NORTHEAST ¼ S- 00°36'01" -E, A DISTANCE OF 632.69 FEET; THENCE RUN S- 89°23'59"- W, A DISTANCE OF 604.86 FEET; THENCE RUN S- 00°36'01"-E, A DISTANCE OF 270.00 FEET; THENCE RUN S-89°54'14"-W, A DISTANCE OF 685.00 FEET; THENCE RUN N-00°05'46"-W, A DISTANCE OF 901.57 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SOUTHWEST ¼ OF NORTHEAST ¼; THENCE RUN ALONG SAID BOUNDARY LINE NORTH 89°36'57"-E, A DISTANCE OF 1281.91 FEET TO THE SAID POINT OF BEGINNING.

**PARCEL 6 (262923-000000-014010)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF LOT 1, "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF THE FOLLOWING THREE (3) COURSES: 1) S-89°22'39"-W, 604.74 FEET; THENCE 2) S-00°35'59"-E, 269.89 FEET; THENCE 3) S-89°50'55"-W, 684.91 FEET TO THE EASTERLY RIGHT-OF -WAY OF CHERRY BLOSSOM LANE AS DEPICTED ON THE AFOREMENTIONED PLAT OF

"SUNDANCE RANCH ESTATES"; THENCE N-00°05'57"-E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 870.30 FEET TO THE SOUTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE N-89°40'11"-E, ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 1278.58 FEET; THENCE S-00°38'34"-E, 599.45 FEET TO THE POINT OF BEGINNING.

PAGE 2 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801  
OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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**EXHIBIT 4  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED**



**AND**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23; THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH ½ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 364.00 FEET TO THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, S-00°36'29"-E, 190.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

PAGE 3 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801

OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 4**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°22'50" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 14, 1802.91 FEET; THENCE NORTH 89°33'09" EAST, 260.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'09" EAST, 1266.68 FEET; THENCE NORTH 43°52'05" EAST, 1113.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD 540A; THENCE SOUTH 39°04'22" EAST, ALONG SAID RIGHT-OF-WAY, 576.53 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE SOUTH 00°05'40" EAST (LEAVING SAID RIGHT-OF-WAY) ALONG SAID EAST BOUNDARY, 2530.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°33'17" WEST, 1325.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°11'45" EAST, 1329.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE SOUTH 00°45'14" EAST, 1323.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89°40'22" WEST, 1325.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°39'34" WEST, 1338.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 00°36'26" WEST, 1328.17 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°31'55" WEST, ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, 966.23 FEET; THENCE SOUTH 89°31'21" EAST, 1601.04 FEET; THENCE NORTH 00°22'50" WEST, 2547.05 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT** THE FOLLOWING DESCRIBED PARCEL CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 9200, PAGE 1360, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°24'07" WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 971.66 FEET TO THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°32'14" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 554.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°26'39" EAST, 133.76 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF A WETLANDS AREA; THENCE SOUTHWESTERLY ALONG SAID WETLANDS BOUNDARY THE FOLLOWING THIRTY-TWO (32) COURSES: 1.) NORTH 77°12'41" WEST, 17.17 FEET; THENCE 2.) NORTH 62°31'21" WEST, 36.60 FEET; THENCE 3.) SOUTH 31°18'03" WEST, 32.21 FEET; THENCE 4.) SOUTH 76°19'26" WEST, 38.02 FEET; THENCE 5.) NORTH 85°03'03" WEST, 22.47 FEET; THENCE 6.) SOUTH 54°51'09" WEST, 37.38 FEET; THENCE 7.) SOUTH 61°12'49" WEST, 31.42 FEET; THENCE 8.) SOUTH 25°29'45" EAST, 61.61 FEET; THENCE 9.) SOUTH 33°42'15" WEST, 24.70 FEET; THENCE 10.) NORTH 80°24'59" WEST, 94.47 FEET; THENCE 11.) SOUTH 49°32'39" EAST, 25.88 FEET; THENCE 12.) SOUTH 09°32'17" EAST, 26.43 FEET; THENCE 13.) SOUTH 28°13'51" WEST, 40.89 FEET; THENCE 14.) SOUTH 67°06'03" WEST, 62.35 FEET; THENCE 15.) SOUTH 66°42'29" WEST, 89.20 FEET; THENCE 16.) SOUTH 07°16'07" WEST, 60.33 FEET; THENCE 17.) NORTH 71°54'24" WEST, 32.29 FEET; THENCE 18.) SOUTH 83°42'17" WEST, 36.86 FEET; THENCE 19.) SOUTH 15°36'02" WEST, 14.95 FEET; THENCE 20.) SOUTH 03°41'00" EAST, 40.83 FEET; THENCE 21.) SOUTH 58°30'44" WEST, 43.06 FEET; THENCE 22.) NORTH 65°05'15" WEST, 26.78 FEET; THENCE 23.) NORTH 39°20'44" WEST, 37.68 FEET; THENCE 24.) NORTH 76°32'13" WEST, 25.01 FEET; THENCE 25.) NORTH 23°43'42" WEST, 38.94 FEET; THENCE 26.) SOUTH 41°51'44" WEST, 23.59 FEET; THENCE 27.) SOUTH 60°18'52" WEST, 28.86 FEET; THENCE 28.) NORTH 78°52'37" WEST, 20.99 FEET; THENCE 29.) SOUTH 74°47'01" WEST, 24.41 FEET; THENCE 30.) SOUTH 61°05'04" WEST, 34.70 FEET; THENCE 31.) SOUTH 71°35'41" WEST, 36.79 FEET; THENCE 32.) SOUTH 69°20'13" WEST, 35.28 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°33'39" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 514.16 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°32'14" EAST, ALONG SAID SOUTH BOUNDARY A DISTANCE OF 786.88 FEET TO THE POINT OF BEGINNING.

PAGE 4 OF 5



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

**EXHIBIT 4**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

**LESS AND EXCEPT THE FOLLOWING:**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 177.31 FEET TO THE **POINT OF BEGINNING.**

**CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.**

PAGE 5 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801  
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**EXHIBIT 4  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED**

## SECTION 4

This Instrument Prepared by  
and return to:

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

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

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**AMENDED AND RESTATED  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF SPECIAL ASSESSMENTS AND GOVERNMENT LIEN OF RECORD<sup>1</sup>**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the VillaMar Community Development District (the “District”), a special-purpose local government established under and pursuant to Chapter 190, Florida Statutes, enjoys a governmental lien on certain lands contained within the real property known as the VillaMar Community Development District, and described in **Exhibit A** attached hereto (the “Property”). Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District has adopted Resolution Numbers 2019-25, 2019-29, 2019-32, 2019-39, 2021-02, 2021-12, 2021-13 and 2021-\_\_\_ (the “Assessment Resolutions”), which provide for, levy, and set forth the terms of the non-ad valorem special assessments on the Property (the “VillaMar Assessments”), which is specifically benefitted by the improvements anticipated to be financed with the proceeds of the District’s Special Assessment Bonds, or other indebtedness (collectively, the “Bonds”). As provided in the Assessment Resolutions, these non-ad valorem assessments do not apply to governmental properties dedicated by plats, deeds or otherwise, including rights of way.

The non-ad valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and

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<sup>1</sup> The intent of this Notice is to amend and supplement that VillaMar Community Development District Notice of Lien of Special Assessments and Government Lien of Record, dated February 6, 2019, recorded in the Official Records Book 10745, Pages 1168-1172, inclusive, of the Official Records of Polk County, Florida, as amended and supplemented by that VillaMar Community Development District Notice of Lien of Special Assessments for Special Assessment Bonds, Series 2019, dated August 14, 2019, recorded in the Official Records Book 10946, Pages 0949-0953, inclusive, of the Official Records of Polk County, Florida, as further amended and supplemented by that VillaMar Community Development District Notice of Lien of Special Assessments for Special Assessment Bonds, Series 2020, dated November 19, 2020, recorded in the Official Records Book 11468, Pages 0054-0057, inclusive, of the Official Records of Polk County, Florida.

these non-ad valorem special assessments constitute, and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to section 190.048, Florida Statutes, you are hereby notified that: **THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.** The District's lien secures the payment of special assessments levied in accordance with Florida Statutes, which special assessments in turn secure the payment of the Bonds. Copies of the *Amended and Restated Master Assessment Methodology*, dated May 12, 2021, as supplemented from time to time, and Assessment Resolutions may be obtained from the registered agent of the District as designated by the Florida Department of Economic Opportunity in accordance with Section 189.014, Florida Statutes, or by contacting the District at:

VillaMar Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
(407) 841-5524

**THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS**

**AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed as of the 14<sup>th</sup> day of July 2021, and recorded in the Official Records of Polk County, Florida.

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14<sup>th</sup> day of July 2021, by \_\_\_\_\_ as Chairperson of the Board of Supervisors for the VillaMar Community Development District.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**Exhibit A**  
**Legal Description**

**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF DISTRICT AS AMENDED**

PARCEL 1 (262922-000000-012010), PARCEL 2 (262923-000000-032010), PARCEL 3 (262923-000000-031010)

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE N-00°44'39"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 662.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE N-89°32'55"-E, ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 1307.27 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼; THENCE S-00°45'04"-E, ALONG SAID WEST LINE, A DISTANCE OF 664.06 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE S-89°37'57"-W, ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET TO THE NORTHWEST CORNER OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S-00°08'59"-W, ALONG THE WEST BOUNDARY OF SAID "SUNDANCE RANCH ESTATES", 678.40 FEET TO THE NORTH BOUNDARY OF LOT 13 OF SAID, "SUNDANCE RANCH ESTATES"; THENCE S-89°54'11"-W, ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES" AND THE NORTH BOUNDARY OF "SUNDANCE RANCH ESTATES PHASE TWO" AS RECORDED IN PLAT BOOK 80, PAGE 47, A DISTANCE OF 1305.26 FEET; THENCE CONTINUE WESTERLY ALONG THE NORTH BOUNDARY OF SAID "SUNDANCE RANCH ESTATES PHASE TWO" THE FOLLOWING FOUR (4) COURSES: 1) S-30°21'23"-W, 129.09 FEET; THENCE 2) S-00°03'19"-E, 596.81 FEET; THENCE 3) S-89°50'21"-W, 1447.79 FEET; THENCE 4) S-53°01'53"-W, 163.42 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE N-36°58'07"-W, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1688.64 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE AFOREMENTIONED SECTION 22; THENCE N-00°35'04"-W, ALONG SAID WEST LINE 135.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE S-89°38'05"-E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1338.55 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED SECTION 23; THENCE N-89°41'51"-E, ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, A DISTANCE OF 1325.08 FEET TO THE POINT OF BEGINNING.

**AND**

THAT PORTION OF THE 60.00-FOOT-WIDE PLATTED RIGHT-OF-WAY FOR CHERRY BLOSSOM LANE AS SHOWN ON THE MAP OR PLAT OF "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF N-89°43'21"-E, 41.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY RIGHT-OF-WAY THEREOF S-00°05'12"-E, 60.48 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY S-89°23'59"-W, 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY N-00°05'12"-W, 61.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY THEREOF S-89°40'31"-E, 19.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801  
OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**



**PARCEL 4 (262923-000000-013030)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF THE SOUTH  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE N-89°33'25"-E, ALONG THE NORTH LINE OF SAID SOUTH  $\frac{1}{4}$  A DISTANCE OF 1321.03 FEET TO THE NORTHEAST CORNER OF SAID SOUTH  $\frac{1}{4}$ ; THENCE S-00°35'32"-E, ALONG THE EAST LINE THEREOF A DISTANCE OF 636.67 FEET TO THE NORTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE S-89°40'11"-W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1319.27 FEET; THENCE N-00°45'04"-W, 634.08 FEET TO THE POINT OF BEGINNING.

**AND**

THE EAST 15.00 FEET OF THE SOUTH  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**PARCEL 5 (262923-000000-013060)**

THE SOUTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THE SOUTH  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

**AND**

THE NORTHERLY 30.00 FEET THEREOF FOR ROAD RIGHT OF WAY OF THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

**COMMENCE** AT THE NORTHEAST CORNER OF THE SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  FOR A POINT OF BEGINNING; THENCE RUN ALONG THE EAST BOUNDARY LINE OF SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  S- 00°36'01"-E, A DISTANCE OF 632.69 FEET; THENCE RUN S- 89°23'59"- W, A DISTANCE OF 604.86 FEET; THENCE RUN S- 00°36'01"-E, A DISTANCE OF 270.00 FEET; THENCE RUN S-89°54'14"-W, A DISTANCE OF 685.00 FEET; THENCE RUN N-00°05'46"-W, A DISTANCE OF 901.57 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF NORTHEAST  $\frac{1}{4}$ ; THENCE RUN ALONG SAID BOUNDARY LINE NORTH 89°36'57"-E, A DISTANCE OF 1281.91 FEET TO THE SAID POINT OF BEGINNING.

**PARCEL 6 (262923-000000-014010)**

THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHEAST CORNER OF LOT 1, "SUNDANCE RANCH ESTATES" AS RECORDED IN PLAT BOOK 77, PAGE 28 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF THE FOLLOWING THREE (3) COURSES: 1) S-89°22'39"-W, 604.74 FEET; THENCE 2) S-00°35'59"-E, 269.89 FEET; THENCE 3) S-89°50'55"-W, 684.91 FEET TO THE EASTERLY RIGHT-OF -WAY OF CHERRY BLOSSOM LANE AS DEPICTED ON THE FOREMENTIONED PLAT OF

"SUNDANCE RANCH ESTATES"; THENCE N-00°05'57"-E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 870.30 FEET TO THE SOUTH RIGHT-OF-WAY OF CUNNINGHAM ROAD; THENCE N-89°40'11"-E, ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 1278.58 FEET; THENCE S-00°38'34"-E, 599.45 FEET TO THE POINT OF BEGINNING.

PAGE 2 OF 5



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**EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED**

**AND**

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23; THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH ¼ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 364.00 FEET TO THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°36'29"-E, 190.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

PAGE 3 OF 5



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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°22'50" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 14, 1802.91 FEET; THENCE NORTH 89°33'09" EAST, 260.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 89°33'09" EAST, 1266.68 FEET; THENCE NORTH 43°52'05" EAST, 1113.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD 540A; THENCE SOUTH 39°04'22" EAST, ALONG SAID RIGHT-OF-WAY, 576.53 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE SOUTH 00°05'40" EAST (LEAVING SAID RIGHT-OF-WAY) ALONG SAID EAST BOUNDARY, 2530.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°33'17" WEST, 1325.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°11'45" EAST, 1329.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE SOUTH 00°45'14" EAST, 1323.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89°40'22" WEST, 1325.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°39'34" WEST, 1338.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 00°36'26" WEST, 1328.17 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°31'55" WEST, ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, 966.23 FEET; THENCE SOUTH 89°31'21" EAST, 1601.04 FEET; THENCE NORTH 00°22'50" WEST, 2547.05 FEET TO THE **POINT OF BEGINNING**.

**LESS AND EXCEPT** THE FOLLOWING DESCRIBED PARCEL CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 9200, PAGE 1360, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°24'07" WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 971.66 FEET TO THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°32'14" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 554.55 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°26'39" EAST, 133.76 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF A WETLANDS AREA; THENCE SOUTHWESTERLY ALONG SAID WETLANDS BOUNDARY THE FOLLOWING THIRTY-TWO (32) COURSES: 1.) NORTH 77°12'41" WEST, 17.17 FEET; THENCE 2.) NORTH 62°31'21" WEST, 36.60 FEET; THENCE 3.) SOUTH 31°18'03" WEST, 32.21 FEET; THENCE 4.) SOUTH 76°19'26" WEST, 38.02 FEET; THENCE 5.) NORTH 85°03'03" WEST, 22.47 FEET; THENCE 6.) SOUTH 54°51'09" WEST, 37.38 FEET; THENCE 7.) SOUTH 61°12'49" WEST, 31.42 FEET; THENCE 8.) SOUTH 25°29'45" EAST, 61.61 FEET; THENCE 9.) SOUTH 33°42'15" WEST, 24.70 FEET; THENCE 10.) NORTH 80°24'59" WEST, 94.47 FEET; THENCE 11.) SOUTH 49°32'39" EAST, 25.88 FEET; THENCE 12.) SOUTH 09°32'17" EAST, 26.43 FEET; THENCE 13.) SOUTH 28°13'51" WEST, 40.89 FEET; THENCE 14.) SOUTH 67°06'03" WEST, 62.35 FEET; THENCE 15.) SOUTH 66°42'29" WEST, 89.20 FEET; THENCE 16.) SOUTH 07°16'07" WEST, 60.33 FEET; THENCE 17.) NORTH 71°54'24" WEST, 32.29 FEET; THENCE 18.) SOUTH 83°42'17" WEST, 36.86 FEET; THENCE 19.) SOUTH 15°36'02" WEST, 14.95 FEET; THENCE 20.) SOUTH 03°41'00" EAST, 40.83 FEET; THENCE 21.) SOUTH 58°30'44" WEST, 43.06 FEET; THENCE 22.) NORTH 65°05'15" WEST, 26.78 FEET; THENCE 23.) NORTH 39°20'44" WEST, 37.68 FEET; THENCE 24.) NORTH 76°32'13" WEST, 25.01 FEET; THENCE 25.) NORTH 23°43'42" WEST, 38.94 FEET; THENCE 26.) SOUTH 41°51'44" WEST, 23.59 FEET; THENCE 27.) SOUTH 60°18'52" WEST, 28.86 FEET; THENCE 28.) NORTH 78°52'37" WEST, 20.99 FEET; THENCE 29.) SOUTH 74°47'01" WEST, 24.41 FEET; THENCE 30.) SOUTH 61°05'04" WEST, 34.70 FEET; THENCE 31.) SOUTH 71°35'41" WEST, 36.79 FEET; THENCE 32.) SOUTH 69°20'13" WEST, 35.28 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°33'39" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 514.16 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°32'14" EAST, ALONG SAID SOUTH BOUNDARY A DISTANCE OF 786.88 FEET TO THE **POINT OF BEGINNING**.

PAGE 4 OF 5



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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

AND

LESS AND EXCEPT THE FOLLOWING:

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 177.31 FEET TO THE POINT OF BEGINNING.

CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.

PAGE 5 OF 5



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EXHIBIT 2  
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LEGAL DESCRIPTION OF  
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# SECTION D

# SECTION 1



## RESOLUTION 2021-18

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the VillaMar Community Development District (the “District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the “Uniform Method”); and

**WHEREAS**, The Board of City Commissioners of City of Winter Haven, Florida adopted Ordinance No. O-20-40, effective October 26, 2020 (“**Boundary Amendment No. 1**”), and Ordinance No. O-21-32, effective April 12, 2021 (“**Boundary Amendment No. 2**” and together, the “**Expansion Ordinances**”), amending and supplementing O-18-60, effective November 26, 2018 (“**Establishing Ordinance**” and together with the Expansion Ordinance, the “**Ordinance**”), amending the external boundaries of the District to include an additional 281.98 acres of land, more or less (the “**Expansion Parcels**”); and

**WHEREAS**, the Board has previously adopted Resolution 2021-14, declaring the intent to use the Uniform Method over the Expansion Parcels for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

**WHEREAS**, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing; and

**WHEREAS**, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

**WHEREAS**, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

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

**SECTION 1.** The VillaMar Community Development District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Polk County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of July 2021.

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Vice Chairperson, Board of Supervisors

**Exhibit A:** Legal Description of Expansion Parcels



## EXHIBIT A - Legal Description of Expansion Parcels

### Boundary Amendment No. 1

#### VILLAMAR CDD LEGAL DESCRIPTION OF EXPANSION PARCELS

PART OF: THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22; THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23; THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23; AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH ¼ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.85 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, S-00°36'29"-E, 190.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 45.905 ACRES, MORE OR LESS.

PAGE 1 OF 1



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#### EXHIBIT 3 VILLAMAR CDD LEGAL DESCRIPTION OF EXPANSION PARCELS

## Boundary Amendment No. 2

### VILLAMAR CDD LEGAL DESCRIPTION OF EXPANSION PARCELS (MAP #11-14)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°22'50" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 14, 1802.91 FEET; THENCE NORTH 89°33'09" EAST, 260.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'09" EAST, 1266.68 FEET; THENCE NORTH 43°52'05" EAST, 1113.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD 540A; THENCE SOUTH 39°04'22" EAST, ALONG SAID RIGHT-OF-WAY, 576.53 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE SOUTH 00°05'40" EAST (LEAVING SAID RIGHT-OF-WAY) ALONG SAID EAST BOUNDARY, 2530.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°33'17" WEST, 1325.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°11'45" EAST, 1329.49 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE SOUTH 00°45'14" EAST, 1323.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89°40'22" WEST, 1325.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°39'34" WEST, 1338.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 00°36'26" WEST, 1328.17 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°31'55" WEST, ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, 966.23 FEET; THENCE SOUTH 89°31'21" EAST, 1601.04 FEET; THENCE NORTH 00°22'50" WEST, 2547.05 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 9200, PAGE 1360, PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°24'07" WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 971.66 FEET TO THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°32'14" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 554.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°26'39" EAST, 133.76 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF A WETLANDS AREA; THENCE SOUTHWESTERLY ALONG SAID WETLANDS BOUNDARY THE FOLLOWING THIRTY-TWO (32) COURSES: 1.) NORTH 77°12'41" WEST, 17.17 FEET; THENCE 2.) NORTH 62°31'21" WEST, 36.60 FEET; THENCE 3.) SOUTH 31°18'03" WEST, 32.21 FEET; THENCE 4.) SOUTH 76°19'26" WEST, 38.02 FEET; THENCE 5.) NORTH 85°03'03" WEST, 22.47 FEET; THENCE 6.) SOUTH 54°51'09" WEST, 37.38 FEET; THENCE 7.) SOUTH 61°12'49" WEST, 31.42 FEET; THENCE 8.) SOUTH 25°29'45" EAST, 61.61 FEET; THENCE 9.) SOUTH 33°42'15" WEST, 24.70 FEET; THENCE 10.) NORTH 80°24'59" WEST, 94.47 FEET; THENCE 11.) SOUTH 49°32'39" EAST, 25.88 FEET; THENCE 12.) SOUTH 09°32'17" EAST, 26.43 FEET; THENCE 13.) SOUTH 28°13'51" WEST, 40.89 FEET; THENCE 14.) SOUTH 67°06'03" WEST, 62.35 FEET; THENCE 15.) SOUTH 66°42'29" WEST, 89.20 FEET; THENCE 16.) SOUTH 07°16'07" WEST, 60.33 FEET; THENCE 17.) NORTH 71°54'24" WEST, 32.29 FEET; THENCE 18.) SOUTH 83°42'17" WEST, 36.86 FEET; THENCE 19.) SOUTH 15°36'02" WEST, 14.95 FEET; THENCE 20.) SOUTH 03°41'00" EAST, 40.83 FEET; THENCE 21.) SOUTH 58°30'44" WEST, 43.06 FEET; THENCE 22.) NORTH 65°05'15" WEST, 26.78 FEET; THENCE 23.) NORTH 39°20'44" WEST, 37.68 FEET; THENCE 24.) NORTH 76°32'13" WEST, 25.01 FEET; THENCE 25.) NORTH 23°43'42" WEST, 38.94 FEET; THENCE 26.) SOUTH 41°51'44" WEST, 23.59 FEET; THENCE 27.) SOUTH 60°18'52" WEST, 28.86 FEET; THENCE 28.) NORTH 78°52'37" WEST, 20.99 FEET; THENCE 29.) SOUTH 74°47'01" WEST, 24.41 FEET; THENCE 30.) SOUTH 61°05'04" WEST, 34.70 FEET; THENCE 31.) SOUTH 71°35'41" WEST, 36.79 FEET; THENCE 32.) SOUTH 69°20'13" WEST, 35.28 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°33'39" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 514.16 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1476 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°32'14" EAST, ALONG SAID SOUTH BOUNDARY A DISTANCE OF 786.88 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 2



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VILLAMAR CDD  
LEGAL DESCRIPTION OF  
EXPANSION PARCELS



AND

LESS AND EXCEPT THE FOLLOWING:

PART OF: THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 22; AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23,  $5-00^{\circ}35'58''$ -E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23  $5-89^{\circ}37'53''$ -W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22  $N-89^{\circ}39'32''$ -W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22  $N-00^{\circ}36'31''$ -W, 418.06 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 864.61 FEET; THENCE  $N-00^{\circ}21'17''$ -W, 25.00 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF  $90^{\circ}00'00''$ , A CHORD BEARING OF  $5-45^{\circ}21'17''$ -E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 188.62 FEET; THENCE  $N-00^{\circ}21'17''$ -W, 110.00 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE  $N-89^{\circ}38'43''$ -E, 93.14 FEET; THENCE  $5-00^{\circ}21'17''$ -E, 85.00 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 40.00 FEET; THENCE  $5-00^{\circ}21'17''$ -E, 19.86 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 210.00 FEET; THENCE  $N-00^{\circ}21'17''$ -W, 253.86 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 810.31 FEET; THENCE  $N-00^{\circ}21'17''$ -W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF  $90^{\circ}00'00''$ , A CHORD BEARING OF  $N-45^{\circ}21'17''$ -W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE  $N-00^{\circ}21'17''$ -W, 40.00 FEET; THENCE  $5-87^{\circ}00'58''$ -E, 90.15 FEET; THENCE  $N-89^{\circ}38'43''$ -E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23,  $5-00^{\circ}35'58''$ -E, 177.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 236.07 ACRES MORE OR LESS.

PAGE 2 OF 2



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LEGAL DESCRIPTION OF  
EXPANSION PARCELS

## SECTION V

## RESOLUTION 2021-19

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNERS' ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, VillaMar Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Winter Haven, Florida; and

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold its second meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

#### 1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.

The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Warren K. "Rennie" Heath, II	November 2023
2	D. Joel Adams	November 2023
3	Brian Walsh	November 2021
4	Patrick Marone	November 2021
5	Lauren Schwenk	November 2021

This year, Seat 3, currently held by Brian Walsh, Seat 4, currently held by Patrick Marone, and Seat 5, currently held by Lauren Schwenk are subject to election by landowners in November 2021. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

**2. LANDOWNERS' ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the following date, time and location:

DATE: November 2, 2021  
TIME: \_\_:\_\_ a/p.m.  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

**4. FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its \_\_\_\_\_, 2021 meeting. A sample notice of landowners’ meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

**5. 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.

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 14th day of July 2021

**ATTEST:**

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Sample Election Documents

**Exhibit A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE  
BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT  
DISTRICT**

Notice is hereby given to the public and all landowners within the VillaMar Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 435.63 acres, generally located east of northeast of CSX Railroad and west of CR 653 in the City of Winter Haven, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 2, 2021  
TIME: \_\_\_:\_\_\_ a/p.m.  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

Jill Burns  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT



**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF  
LANDOWNERS' MEETING: **November 2, 2021**

TIME:                   \_\_ : \_\_ A/P.M.

LOCATION:               \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of

the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – \_\_\_\_\_, \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the VillaMar Community Development District to be held at \_\_\_\_\_, on November 2, 2021 at \_\_\_\_\_ .m. and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
 Printed Name of Legal Owner

\_\_\_\_\_  
 Signature of Legal Owner

\_\_\_\_\_  
 Date

**Parcel Description**

**Acreage**

**Authorized Votes**

_____	_____
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2020), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – November 2, 2021**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the VillaMar Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

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

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## SECTION VI

## **RESOLUTION 2021-20**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the VillaMar 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 the City of Winter Haven, 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 2021-2022 annual meeting schedule attached as **Exhibit A**.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2021-2022 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 14<sup>th</sup> day of July 2021

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Vice Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2021-2022 Annual Meeting Schedule

## **Exhibit A**

### **BOARD OF SUPERVISORS MEETING DATES VILLAMAR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021-2022**

The Board of Supervisors of the VillaMar Community Development District will hold their regular meetings for Fiscal Year 2021-2022 on the 2<sup>nd</sup> Wednesday of each month at 346 E. Central Ave., Winter Haven, FL 33880 at 3:15 p.m. unless otherwise indicated as follows:

**October 13, 2021  
November 10, 2021  
December 8, 2021  
January 12, 2022  
February 9, 2022  
March 9, 2022  
April 13, 2022  
May 11, 2022  
June 8, 2022  
July 13, 2022  
August 10, 2022  
September 14, 2022**

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 – Central Florida, LLC, 219 E. 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 VII

**Arbitrage Rebate Computation  
Proposal For  
Villamar  
Community Development District  
(City of Winter Haven, Florida)  
\$6,500,000 Special Assessment Bonds,  
Series 2020**





# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

February 17, 2021

Villamar Community Development District  
c/o Ms. Katie Costa  
Government Management Services – CF, LLC  
9145 Narcoossee Road  
Suite A206  
Orlando, FL 32527

Re: \$6,500,000 Villamar Community Development District (City of Winter Haven, Florida), Special Assessment Bonds, Series 2020

To Whom It May Concern:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Villamar Community Development District (the “District”) Series 2020 bond issue (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

### **Firm History**

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,500 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

### **Southeast Client Base**

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$10 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, West Virginia and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a “bond year end” of November 24<sup>th</sup>, based upon the anniversary of the closing date of the Bonds in November 2020.

## Proposal

We are proposing rebate computation services based on the following:

- \$6,500,000 Series 2020 Bonds;
- Fixed Rate Issue; and
- Construction and Acquisition, Debt Service Reserve, Capitalized Interest, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from November 24, 2020, the date of the closing, through November 24, 2025, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### AMTEC's Professional Fee – \$6,500,000 Series 2020 Bonds

Report Date	Type of Report	Period Covered	Fee
November 30, 2021	Rebate and Opinion	Closing – November 30, 2021	\$450
November 30, 2022	Rebate and Opinion	Closing – November 30, 2022	\$450
November 30, 2023	Rebate and Opinion	Closing – November 30, 2023	\$450
November 30, 2024	Rebate and Opinion	Closing – November 30, 2024	\$450
November 24, 2025	Rebate and Opinion	Closing – November 24, 2025	\$450

**In order to begin, we are requesting copies of the following documentation:**

1. Arbitrage Certificate or Tax Regulatory Agreement.
2. IRS Form 8038-G.
3. Closing Memorandum.
4. US Bank statements for all accounts from November 24, 2020, the date of the closing, through each report date.

### AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.

AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on \_\_\_\_\_, 2021.

Villamar Community Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation



By: \_\_\_\_\_

By: Michael J. Scarfo  
Senior Vice President

## SECTION VIII

# Hopping Green & Sams

Attorneys and Counselors

July 7, 2021

Board of Supervisors  
VillaMar Community Development District  
c/o Jill Burns, District Manager  
Governmental Management Services-Central Florida  
219 East Livingston Street  
Orlando, Florida 32801

Re: VillaMar Community Development District  
2021 Bond Issuance

Dear Board Members:

Please let this letter serve as our proposal to represent the VillaMar Community Development District regarding the 2021 Bond Issuance at a fixed fee of \$45,000, which includes costs and expenses.

If this meets with your approval, please sign below and return to me by e-mail for our files. Thank you for this opportunity and should you have any questions please do not hesitate to contact me.

Sincerely,

/s/ Roy Van Wyk

Roy Van Wyk

RVW/lk

---

Jill Burns, District Manager  
VillaMar Community Development District

## SECTION IX



**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
VILLAMAR COMMUNITY DEVELOPMENT  
DISTRICT AND CLAYTON PROPERTIES GROUP, INC. (PHASE 4)**

THIS AGREEMENT ("Agreement") is made and entered into this 14<sup>th</sup> day of July 2021, by and between:

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Winter Haven, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and

**CLAYTON PROPERTIES GROUP, INC. D/B/A HIGHLAND HOMES** a Tennessee corporation, an owner and primary developer of certain lands within the District, with local offices located at 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803 and its successors and assigns ("Developer")

**RECITALS**

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

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Phase 4 (hereinafter the "Development") upon which the District's improvements have been or will be made; 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**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in the *Amended and Restated Master Engineer's Report for Capital Improvements*, dated April 13, 2021, and attached hereto as **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "Improvements"); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. 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. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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.

**6. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**9. NOTICES.** All notices, requests, consents and other communications hereunder ("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 District: VillaMar 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  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to Developer: Clayton Properties Group, Inc.  
c/o Highland Homes  
3020 South Florida Avenue, Suite 101  
Lakeland, Florida 33803  
Attn: D. Joel Adams

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

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the party he/she represents. 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.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this 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 Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**VILLAMAR COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

WITNESS:

**CLAYTON PROPERTIES GROUP, INC.  
(d/b/a Highland Homes)**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:**      *Amended and Restated Master Engineer's Report for Capital Improvements, dated April 13, 2021*

# SECTION X

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this 14<sup>th</sup> day of July 2021, by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation dba Highland Homes, whose mailing address is 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803 (“**Grantor**”) in favor of **VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of certain real property located in the District, identified as construction Phase 4, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law, (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“Lots”), and all rights in the Easement upon such Lots granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Lots in the Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to



indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid,

inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

**[SIGNATURES CONTAINED ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**“GRANTOR”**

WITNESSES:

**CLAYTON PROPERTIES GROUP,  
INC. (D/B/A HIGHLAND HOMES)**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[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 \_\_\_\_\_ 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Clayton Properties Group, Inc., on behalf of the company.

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

**“GRANTEE”**

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

Signed, sealed and delivered  
in the presence of:

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

By:\_\_\_\_\_  
Name: Lauren O. Schwenk  
Title: Vice Chairperson, Board of  
Supervisors

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

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2021, by Lauren O. Schwenk, as Vice  
Chairperson of the Board of Supervisors of the VillaMar Community Development District.

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

## Exhibit A

Parcel IDs: 262922-000000-011020  
262923-000000-033020  
262923-000000-031020  
262923-000000-013050

### VillaMar [construction] Phase 4

A parcel of land being a portion of Sections 22 and 23, Township 29 South, Range 26 East, Polk County, Florida being described as follows:

Begin at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, also being the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 416.88 feet; thence North 89°38'43" East, 864.61 feet; thence North 00°21'17" West, 25.00 feet; thence North 89°38'43" East, 40.00 feet to a curve concave northeasterly having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of South 45°21'17" East, and a chord distance of 35.36 feet; thence southeasterly along the arc of said curve, 39.27 feet; thence North 89°38'43" East, 188.62 feet; thence North 00°21'17" West, 110.00 feet; thence North 89°38'43" East, 219.87 feet to a point on the east line of said Section 22, also being the west line of said Section 23; thence continue North 89°38'43" East, 93.14 feet; thence South 00°21'17" East, 85.00 feet; thence North 89°38'43" East, 40.00 feet; thence South 00°21'17" East, 19.86 feet; thence North 89°38'43" East, 210.00 feet; thence North 00°21'17" West, 253.86 feet; thence North 89°38'43" East, 810.31 feet; thence North 00°21'17" West, 86.00 feet to a curve concave southwesterly having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of North 45°21'17" West, and a chord distance of 35.36 feet; thence northwesterly along the arc of said curve, 39.27 feet; thence North 00°21'17" West, 40.00 feet; thence South 87°00'58" East, 90.15 feet; thence North 89°38'43" East, 102.16 feet to a point on the west line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 00°35'58" West, along said west line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 120.14 feet to a point on the south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 89°28'44" East, along said south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1321.79 feet to the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence South 00°36'29" East, along said east line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 189.95 feet to the north line of

the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence North 89°43'49" East, along said north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1322.82 feet to the east line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 00°36'26" East, along said east line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 109.00 feet to the south line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 89°43'49" West, along said south line of North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

46.13 +/- acres

# SECTION XI

# **REBATE REPORT**

**\$7,180,000**

**VillaMar Community Development District**

**(City of Winter Haven, Florida)**

**Special Assessment Bonds, Series 2019**

**Dated: June 25, 2019**

**Delivered: June 25, 2019**

---

**Rebate Report to the Computation Date**

**June 25, 2022**

**Reflecting Activity To**

**May 31, 2021**



**AMTEC**



# TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service Schedule	11
Arbitrage Rebate Calculation Detail Report – Acquisition & Construction Account	13
Arbitrage Rebate Calculation Detail Report – Reserve Account	15
Arbitrage Rebate Calculation Detail Report – Interest Account	16
Arbitrage Rebate Calculation Detail Report – Cost of Issuance Account	17
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credit	18



# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

July 2, 2021

VillaMar Community Development District  
c/o Ms. Katie Costa  
Governmental Management Services-CF, LLC  
6200 Lee Vista Boulevard  
Orlando, FL 32822

Re: \$7,180,000 VillaMar Community Development District (City of Winter Haven, Florida), Special Assessment Bonds, Series 2019

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the VillaMar Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatale Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatale Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatale Arbitrage.

We have scheduled the next Report as of June 25, 2022, the Computation Date. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Caitlyn C. McGovern  
Analyst

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the June 25, 2022 Computation Date  
Reflecting Activity from June 25, 2019 through May 31, 2021

<b>Fund Description</b>	<b>Taxable Inv Yield</b>	<b>Net Income</b>	<b>Rebatable Arbitrage</b>
Acquisition & Construction Account	1.693084%	29,605.37	(60,140.39)
Reserve Account	0.568803%	4,809.25	(38,400.48)
Interest Account	1.350534%	2,475.39	(6,960.75)
Cost of Issuance Account	1.901117%	4.90	(8.32)
<b>Totals</b>	<b>1.330569%</b>	<b>\$36,894.91</b>	<b>\$(105,509.94)</b>
<b>Bond Yield</b>	<b>4.747170%</b>		
Rebate Computation Credit			(1,933.14)
<b>Net Rebatable Arbitrage</b>			<b>\$(107,443.08)</b>

**Based upon our computations, no rebate liability exists.**

# **SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS**

## **COMPUTATIONAL INFORMATION**

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from June 25, 2019, the date of the closing, to May 31, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of June 25, 2022.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between June 25, 2019 and May 31, 2021, the District made periodic payments into the Interest, Sinking and Prepayment Accounts (collectively, the "Debt Service Fund") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page C-1 of the Arbitrage and Tax Certificate, Exhibit C (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is June 25, 2022.

## **DEFINITIONS**

### **7. Computation Date**

June 25, 2022.

### **8. Computation Period**

The period beginning on June 25, 2019, the date of the closing, and ending on May 31, 2021.

### **9. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

### **10. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

### **11. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

### **12. Issue Price**

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

### **13. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

#### **14. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

<b>Accounts</b>	<b>Account Number</b>
Revenue	276305000
Interest	276305001
Sinking	276305002
Reserve	276305003
Prepayment	276305004
Acquisition & Construction	276305005
Cost of Issuance	276305006

### **METHODOLOGY**

#### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

#### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of May 31, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to June 25, 2022. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on June 25, 2022, is the Rebatable Arbitrage.

**\$7,180,000**  
**VillaMar Community Development District**  
**(City of Winter Haven, Florida)**  
**Special Assessment Bonds, Series 2019**  
**Delivered: June 25, 2019**

<b>Sources of Funds</b>
-------------------------

<b>Par Amount</b>	<b>\$7,180,000.00</b>
<b>Original Issue Discount</b>	<b>-7,202.40</b>
<b>Total</b>	<b>\$7,172,797.60</b>

<b>Uses of Funds</b>
----------------------

<b>Acquisition &amp; Construction Account</b>	<b>\$6,099,104.54</b>
<b>Reserve Account</b>	<b>450,868.75</b>
<b>Interest Account</b>	<b>282,593.13</b>
<b>Cost of Issuance Account</b>	<b>196,631.18</b>
<b>Underwriter's Discount</b>	<b>143,600.00</b>
<b>Total</b>	<b>\$7,172,797.60</b>

## PROOF OF ARBITRAGE YIELD

\$7,180,000  
 VillaMar Community Development District  
 (City of Winter Haven, Florida)  
 Special Assessment Bonds, Series 2019

Date	Debt Service	Present Value
		to 06/25/2019 @ 4.7471696708%
11/01/2019	116,361.88	114,466.71
05/01/2020	166,231.25	159,732.48
11/01/2020	166,231.25	156,028.99
05/01/2021	286,231.25	262,435.01
11/01/2021	163,981.25	146,862.53
05/01/2022	288,981.25	252,812.52
11/01/2022	161,637.50	138,128.44
05/01/2023	291,637.50	243,442.53
11/01/2023	159,200.00	129,810.03
05/01/2024	294,200.00	234,325.70
11/01/2024	156,668.75	121,891.02
05/01/2025	296,668.75	225,461.94
11/01/2025	153,868.75	114,225.73
05/01/2026	298,868.75	216,723.56
11/01/2026	150,968.75	106,936.20
05/01/2027	300,968.75	208,243.38
11/01/2027	147,968.75	100,007.34
05/01/2028	302,968.75	200,019.25
11/01/2028	144,868.75	93,424.50
05/01/2029	304,868.75	192,048.56
11/01/2029	141,668.75	87,173.46
05/01/2030	311,668.75	187,333.56
11/01/2030	137,737.50	80,869.84
05/01/2031	312,737.50	179,360.36
11/01/2031	133,690.63	74,896.16
05/01/2032	318,690.63	174,397.39
11/01/2032	129,412.50	69,176.57
05/01/2033	324,412.50	169,391.82
11/01/2033	124,903.13	63,705.99
05/01/2034	329,903.13	164,363.53
11/01/2034	120,162.50	58,479.02
05/01/2035	335,162.50	159,330.39
11/01/2035	115,190.63	53,489.98
05/01/2036	340,190.63	154,308.46
11/01/2036	109,987.50	48,732.96
05/01/2037	344,987.50	149,312.07
11/01/2037	104,553.13	44,201.88
05/01/2038	349,553.13	144,354.04
11/01/2038	98,887.50	39,890.48
05/01/2039	353,887.50	139,445.71
11/01/2039	92,990.63	35,792.43
05/01/2040	362,990.63	136,477.01
11/01/2040	86,409.38	31,734.90
05/01/2041	366,409.38	131,448.26
11/01/2041	79,584.38	27,888.70
05/01/2042	374,584.38	128,221.87
11/01/2042	72,393.75	24,206.14
05/01/2043	382,393.75	124,895.68
11/01/2043	64,837.50	20,685.93
05/01/2044	389,837.50	121,491.09
11/01/2044	56,915.63	17,326.24
05/01/2045	401,915.63	119,514.30
11/01/2045	48,506.25	14,089.47
05/01/2046	408,506.25	115,906.52
11/01/2046	39,731.25	11,011.68
05/01/2047	419,731.25	113,633.04
11/01/2047	30,468.75	8,057.50
05/01/2048	425,468.75	109,906.96



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PROOF OF ARBITRAGE YIELD

\$7,180,000  
 VillaMar Community Development District  
 (City of Winter Haven, Florida)  
 Special Assessment Bonds, Series 2019

Date	Debt Service	Present Value
		to 06/25/2019 @ 4.7471696708%
11/01/2048	20,840.63	5,258.72
05/01/2049	435,840.63	107,426.00
11/01/2049	10,725.00	2,582.21
05/01/2050	450,725.00	106,002.84
<hr/>		<hr/>
13,912,574.47		7,172,797.60
<hr/>		<hr/>

Proceeds Summary

Delivery date	06/25/2019
Par Value	7,180,000.00
Premium (Discount)	-7,202.40
	<hr/>
Target for yield calculation	7,172,797.60

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## BOND DEBT SERVICE

\$7,180,000

VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/25/2019					
11/01/2019			116,361.88	116,361.88	
05/01/2020			166,231.25	166,231.25	282,593.13
11/01/2020			166,231.25	166,231.25	
05/01/2021	120,000	3.750%	166,231.25	286,231.25	452,462.50
11/01/2021			163,981.25	163,981.25	
05/01/2022	125,000	3.750%	163,981.25	288,981.25	452,962.50
11/01/2022			161,637.50	161,637.50	
05/01/2023	130,000	3.750%	161,637.50	291,637.50	453,275.00
11/01/2023			159,200.00	159,200.00	
05/01/2024	135,000	3.750%	159,200.00	294,200.00	453,400.00
11/01/2024			156,668.75	156,668.75	
05/01/2025	140,000	4.000%	156,668.75	296,668.75	453,337.50
11/01/2025			153,868.75	153,868.75	
05/01/2026	145,000	4.000%	153,868.75	298,868.75	452,737.50
11/01/2026			150,968.75	150,968.75	
05/01/2027	150,000	4.000%	150,968.75	300,968.75	451,937.50
11/01/2027			147,968.75	147,968.75	
05/01/2028	155,000	4.000%	147,968.75	302,968.75	450,937.50
11/01/2028			144,868.75	144,868.75	
05/01/2029	160,000	4.000%	144,868.75	304,868.75	449,737.50
11/01/2029			141,668.75	141,668.75	
05/01/2030	170,000	4.625%	141,668.75	311,668.75	453,337.50
11/01/2030			137,737.50	137,737.50	
05/01/2031	175,000	4.625%	137,737.50	312,737.50	450,475.00
11/01/2031			133,690.63	133,690.63	
05/01/2032	185,000	4.625%	133,690.63	318,690.63	452,381.26
11/01/2032			129,412.50	129,412.50	
05/01/2033	195,000	4.625%	129,412.50	324,412.50	453,825.00
11/01/2033			124,903.13	124,903.13	
05/01/2034	205,000	4.625%	124,903.13	329,903.13	454,806.26
11/01/2034			120,162.50	120,162.50	
05/01/2035	215,000	4.625%	120,162.50	335,162.50	455,325.00
11/01/2035			115,190.63	115,190.63	
05/01/2036	225,000	4.625%	115,190.63	340,190.63	455,381.26
11/01/2036			109,987.50	109,987.50	
05/01/2037	235,000	4.625%	109,987.50	344,987.50	454,975.00
11/01/2037			104,553.13	104,553.13	
05/01/2038	245,000	4.625%	104,553.13	349,553.13	454,106.26
11/01/2038			98,887.50	98,887.50	
05/01/2039	255,000	4.625%	98,887.50	353,887.50	452,775.00
11/01/2039			92,990.63	92,990.63	
05/01/2040	270,000	4.875%	92,990.63	362,990.63	455,981.26
11/01/2040			86,409.38	86,409.38	
05/01/2041	280,000	4.875%	86,409.38	366,409.38	452,818.76
11/01/2041			79,584.38	79,584.38	
05/01/2042	295,000	4.875%	79,584.38	374,584.38	454,168.76
11/01/2042			72,393.75	72,393.75	
05/01/2043	310,000	4.875%	72,393.75	382,393.75	454,787.50
11/01/2043			64,837.50	64,837.50	
05/01/2044	325,000	4.875%	64,837.50	389,837.50	454,675.00
11/01/2044			56,915.63	56,915.63	
05/01/2045	345,000	4.875%	56,915.63	401,915.63	458,831.26
11/01/2045			48,506.25	48,506.25	
05/01/2046	360,000	4.875%	48,506.25	408,506.25	457,012.50
11/01/2046			39,731.25	39,731.25	
05/01/2047	380,000	4.875%	39,731.25	419,731.25	459,462.50
11/01/2047			30,468.75	30,468.75	
05/01/2048	395,000	4.875%	30,468.75	425,468.75	455,937.50

## BOND DEBT SERVICE

\$7,180,000

VillaMar Community Development District

(City of Winter Haven, Florida)

Special Assessment Bonds, Series 2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2048			20,840.63	20,840.63	
05/01/2049	415,000	4.875%	20,840.63	435,840.63	456,681.26
11/01/2049			10,725.00	10,725.00	
05/01/2050	440,000	4.875%	10,725.00	450,725.00	461,450.00
	7,180,000		6,732,574.47	13,912,574.47	13,912,574.47

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
06/25/19	Beg Bal	-6,099,104.54	-7,020,912.25
06/28/19		300,231.75	345,473.14
06/28/19		15,000.00	17,260.32
06/28/19		1,536.00	1,767.46
06/28/19		110,256.78	126,871.18
06/28/19		322.50	371.10
06/28/19		9,596.32	11,042.37
06/28/19		8,500.81	9,781.78
07/10/19		8,574.48	9,851.13
07/10/19		127.20	146.14
07/31/19		6,000.00	6,875.40
07/31/19		312.50	358.09
07/31/19		702.50	804.99
07/31/19		228.29	261.60
07/31/19		26,840.00	30,755.94
07/31/19		69,933.00	80,136.18
07/31/19		326,184.22	373,774.30
08/07/19		1,662.50	1,903.32
08/07/19		137,451.77	157,362.27
08/07/19		210,118.45	240,555.05
08/07/19		39,175.00	44,849.67
08/07/19		65,637.20	75,145.04
08/07/19		3,202.98	3,666.95
08/07/19		17,613.00	20,164.32
08/14/19		341,499.20	390,610.38
09/16/19		101.50	115.61
09/16/19		144,499.87	164,592.62
09/16/19		31,774.00	36,192.18
09/16/19		17,338.32	19,749.22
09/16/19		3,000.00	3,417.15
09/16/19		82,035.31	93,442.35
09/16/19		195,789.93	223,014.58
09/16/19		8,505.00	9,687.62
09/16/19		135,209.95	154,010.94
09/16/19		72.50	82.58
09/16/19		6,000.00	6,834.30
09/18/19		115,033.00	130,994.23
09/18/19		6,755.52	7,692.87
09/18/19		37,895.76	43,153.93
09/18/19		4,880.88	5,558.12
09/18/19		170,838.43	194,542.85
09/18/19		178,325.74	203,069.05
10/16/19		250,805.54	284,565.37
10/16/19		3,000.00	3,403.82
10/16/19		533,208.35	604,981.18
10/16/19		28,962.31	32,860.80
10/16/19		10,876.03	12,340.00
10/16/19		10,845.00	12,304.80

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
10/16/19		3,000.00	3,403.82
10/18/19		791.64	897.97
10/24/19		11,171.56	12,662.11
10/24/19		81,911.19	92,840.05
10/28/19		8,444.96	9,566.73
10/28/19		5,684.60	6,439.70
10/28/19		250.00	283.21
10/28/19		3,000.00	3,398.50
10/28/19		20,561.44	23,292.67
11/07/19		439.00	496.73
11/07/19		513,149.55	580,631.09
11/07/19		235,971.54	267,002.89
11/07/19		127,341.76	144,087.79
11/07/19		882.00	997.99
11/07/19		22,150.00	25,062.83
11/07/19		3,000.00	3,394.51
11/07/19		55,232.03	62,495.30
11/07/19		6,496.25	7,350.54
11/21/19		7,303.24	8,248.59
11/21/19		3,000.00	3,388.33
11/25/19		54.11	61.08
12/06/19		306,823.20	345,862.23
12/06/19		293,674.11	331,040.10
12/09/19		718.20	809.26
12/09/19		38,205.43	43,049.71
12/09/19		3,000.00	3,380.39
12/19/19		3,000.00	3,375.98
12/30/19		6,562.02	7,373.85
12/30/19		1,503.00	1,688.95
12/30/19		161,849.03	181,872.34
01/03/20		1,876.49	2,107.82
01/03/20		1,857.29	2,086.25
01/03/20		13,200.00	14,827.25
01/03/20		3,000.00	3,369.83
01/03/20		187,723.45	210,865.38
01/03/20		216,924.46	243,666.20
01/14/20		7,650.00	8,580.76
02/03/20		13,905.52	15,558.80
02/03/20		6,177.18	6,911.61
02/03/20		4,300.80	4,812.14
02/03/20		3,424.45	3,831.60
02/03/20		3,000.00	3,356.68
02/03/20		1,710.00	1,913.31
02/03/20		1,200.00	1,342.67
02/03/20		10,600.00	11,860.27
02/10/20		2,267.46	2,534.73
02/13/20		-55,495.63	-62,012.83
02/13/20		-42.00	-46.93

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
02/13/20		-123.56	-138.07
02/19/20		-6,063.89	-6,770.71
02/25/20		104,994.98	117,141.86
02/25/20		-4,449.41	-4,964.16
04/20/20		-339,161.28	-375,696.27
04/27/20		214,056.24	236,898.50
04/27/20		125,105.04	138,455.18
05/21/20		-330,855.49	-365,018.08
05/28/20		219,726.39	242,193.26
05/28/20		11,758.40	12,960.69
05/28/20		671.12	739.74
05/28/20		81,655.89	90,005.15
05/28/20		1,089.86	1,201.30
05/28/20		7,447.50	8,209.00
05/28/20		9,000.00	9,920.24
05/28/20		63.00	69.44
05/28/20		4,962.50	5,469.91
05/29/20		3,852.50	4,245.86
06/05/20		-264,513.51	-291,293.97
06/11/20		112,031.29	123,277.37
06/11/20		2,152.75	2,368.85
06/11/20		13,025.32	14,332.85
06/11/20		4,863.82	5,352.07
06/11/20		593.53	653.11
06/11/20		91.60	100.80
06/11/20		5,839.48	6,425.67
06/11/20		3,817.50	4,200.71
06/11/20		2,402.50	2,643.67
06/11/20		500.00	550.19
06/11/20		400.00	440.15
06/11/20		3,000.00	3,301.15
06/11/20		3,281.50	3,610.91
06/11/20		116.00	127.64
06/11/20		27,575.00	30,343.07
06/11/20		48,932.86	53,844.91
06/11/20		15,952.50	17,553.87
06/12/20		1,803.31	1,984.07
07/06/20		1,332.57	1,461.57
07/06/20		1,032.50	1,132.45
07/06/20		6,720.00	7,370.52
08/13/20		-287,201.73	-313,488.72
08/13/20		-3,900.00	-4,256.96
08/18/20		287,201.73	313,284.51
08/20/20		-384,987.68	-419,841.63
08/20/20		-6,997.20	-7,630.68
08/21/20		348.50	380.00
08/21/20		229,500.38	250,245.04
08/21/20		7,384.00	8,051.44

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
08/21/20		6,997.20	7,629.68
08/21/20		156,387.78	170,523.76
08/21/20		487.50	531.57
09/15/20		-8,128.00	-8,835.02
09/16/20		8,128.00	8,833.87
09/16/20		2,631.50	2,860.03
10/09/20		835.48	905.32
11/18/20		43.50	46.90
12/21/20		126.00	135.26
05/17/21		263.92	277.97
-----			
06/25/22	TOTALS:	29,605.37	-60,140.39
-----			

ISSUE DATE:	06/25/19	REBATABLE ARBITRAGE:	-60,140.39
COMP DATE:	06/25/22	NET INCOME:	29,605.37
BOND YIELD:	4.747170%	TAX INV YIELD:	1.693084%

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Reserve Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
06/25/19	Beg Bal	-450,868.75	-519,012.24
01/23/20		1,549.82	1,736.35
06/04/20		4,675.00	5,148.99
09/21/20		31,075.00	33,751.67
12/17/20		2,653.21	2,849.63
05/03/21		2,406.17	2,538.90
05/31/21	Bal	413,316.67	434,584.00
05/31/21	Acc	2.13	2.24
-----			
06/25/22	TOTALS:	4,809.25	-38,400.48
-----			

ISSUE DATE:	06/25/19	REBATABLE ARBITRAGE:	-38,400.48
COMP DATE:	06/25/22	NET INCOME:	4,809.25
BOND YIELD:	4.747170%	TAX INV YIELD:	0.568803%



\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Interest Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
06/25/19	Beg Bal	-282,593.13	-325,303.75
11/01/19		116,361.88	131,767.00
12/03/19		-104.90	-118.29
05/01/20		166,231.26	183,874.17
08/03/20		-761.93	-832.75
08/03/20		3,342.20	3,652.86
09/30/20	deminimis	0.01	0.01
-----			
06/25/22	TOTALS:	2,475.39	-6,960.75
-----			

ISSUE DATE:	06/25/19	REBATABLE ARBITRAGE:	-6,960.75
COMP DATE:	06/25/22	NET INCOME:	2,475.39
BOND YIELD:	4.747170%	TAX INV YIELD:	1.350534%

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Cost of Issuance Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
06/25/19	Beg Bal	-196,631.18	-226,349.66
06/25/19		5,000.00	5,755.69
06/25/19		30,000.00	34,534.15
06/25/19		45,000.00	51,801.22
06/25/19		48,000.00	55,254.63
06/25/19		43,500.00	50,074.51
06/25/19		18,156.18	20,900.27
06/26/19		1,500.00	1,726.48
07/09/19		5,375.00	6,176.09
12/03/19		104.90	118.29
-----			
06/25/22	TOTALS:	4.90	-8.32
-----			

ISSUE DATE:	06/25/19	REBATABLE ARBITRAGE:	-8.32
COMP DATE:	06/25/22	NET INCOME:	4.90
BOND YIELD:	4.747170%	TAX INV YIELD:	1.901117%

\$7,180,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2019  
Rebate Computation Credit

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.747170%)
06/25/20		-1,760.00	-1,933.14
-----			
06/25/22	TOTALS:	-1,760.00	-1,933.14
-----			
ISSUE DATE: 06/25/19 REBATABLE ARBITRAGE: -1,933.14			
COMP DATE: 06/25/22			
BOND YIELD: 4.747170%			

## SECTION XII

# SECTION C

# VillaMar CDD

## Field Management Report



July 14<sup>th</sup>, 2021

Clayton Smith

Field Services Manager

GMS

# Complete

## Landscape Review

- + Fence and barbed wire debris cleanup completed under oak tree cluster.
- + Trash cleanup in tract B pond was complete.
- + Reinstall downed stop signs Vienna Drive.





# Complete

## Amenity Review

- ✚ Upcoming implementation of shade elements is being pursued by the developer.
- ✚ Loose pool light installation fix was completed under warranty.
- ✚ Pool filter washout drain was extended under warranty to reduce erosion.
- ✚ Policy Signage posted at entry gate.





# In Progress

## Keycard Access System

- ✚ Spectrum Wi-Fi setup and installation was completed.
- ✚ Key card system is being coordinated with the contractor.



# Upcoming

## Safety Signage

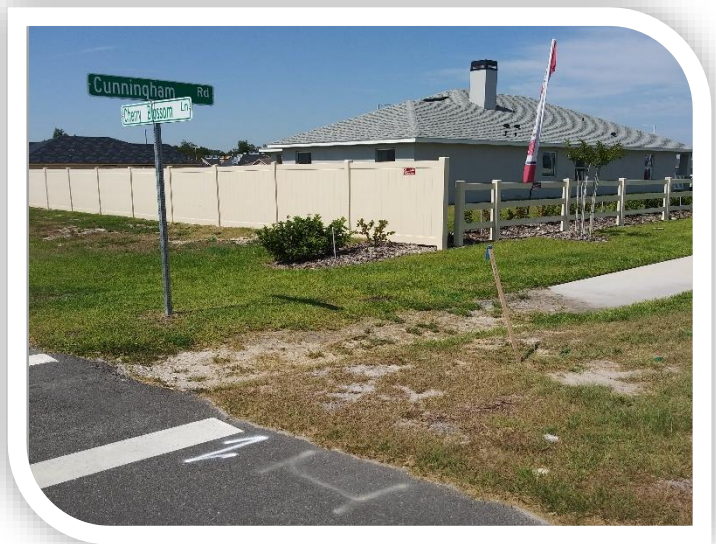
Wildlife safety signage is being sourced for the newly cleared bank between amenity and lake.



# Site Items

## Areas in question

- ✚ Sidewalk sections are missing by Cherry Blossom Ln.
- ✚ Weir in a state of constant repair off Cunningham Road along tract G.
- ✚ Missing drain grate in tract G dry pond.
- ✚ Playground handicap ramp was installed out of line with the sidewalk.
- ✚ Unsodded areas on south side behind ponds in tracts G, H, J, K.



# 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

## SECTION (a)

## **SERVICES CONTRACT**

CUSTOMER NAME: Mr. Marshall Tindall

PROPERTY NAME: Villa Mar CDD

CONTRACT EFFECTIVE DATE: June 1, 2021, through May 30, 2021

SUBMITTED BY: John Newton

SPECIFICATIONS:

**Solitude Lake Management will treat your 7 ponds under this annual service maintenance contract on a monthly basis.**

**Your ponds are as follows:**

**Pond #1 has 1,184.21 lin. ft.**

**Pond #2 has 1,090.00 lin. ft.**

**Pond #3 has 245.05 lin. ft.**

**Pond #4 has 530.92 lin. ft.**

**Pond #5 has 458.48 Lin.ft.**

**Pond #6 has 276.96 lin. ft.**

**Pond #7 has 469.51 lin. ft.**

**4,255 Total Linear Feet of shoreline**

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$3,191.00**. SOLitude shall invoice Customer **\$266.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to

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others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen

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levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Villa Mar CDD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## **SCHEDULE A - SERVICES**

### **POND TREATMENT SERVICES**

#### Algae Treatment:

1. Any infestation of algae found in the pond at the time of application, shall be treated and controlled through the application of aquatic algaecides, aquatic herbicides, and aquatic surfactants as required to control the specific varieties of algae present at the time of service.
2. Ponds which have more than fifty percent (50 %) coverage of undesirable algae will be treated in a series of two (2) to three (3) applications as required to help prevent any damage to beneficial aquatic life.

#### Aquatic Weed Control:

1. Any growth of undesirable weeds found in the pond shall be treated and controlled through the application of **contact and systemic aquatic herbicides and surfactants** as required for control of the specific varieties of aquatic weeds found in the pond at the time of application.
2. **Systemic herbicide** will be applied at the rate appropriate to achieve long-term control of the unwanted submersed and floating aquatic weeds present in the pond and susceptible to the herbicide at the time of application.
3. Treatment of a pond with high turnover, as a result of regular water inflow and outflow, will be performed in a series of multiple applications in which the systemic herbicides are applied over the period of time required to maintain an acceptable concentration of the systemic herbicides in the pond necessary for the effective control of the specific target species. The total treatment period varies by plant species but is typically for a period of thirty (30) to sixty (60) days.
4. Water tests will be performed on water samples taken from the pond during the treatment period as required to determine the ppb concentration of the systemic herbicides in the water and the ideal timing for subsequent applications.
5. Ponds which require the use of contact aquatic herbicides and have more than fifty percent (50 %) coverage of undesirable aquatic weeds / vegetation will receive a minimum of two (2) applications of the contact herbicide. The first application will be made to treat ½ of the pond and a second follow up application will be made approximately ten (10) days later to treat the remaining ½ of the pond.

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Shoreline Treatment:

1. Any growth of cattails, Phragmites, or other unwanted shoreline vegetation found within the pond area shall be treated through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Company shall not be responsible for any growth that is not visible at the time of applications.
3. Company shall not be responsible for cutting down or removing any of the dead plants resulting from this application.

Wetland / Marsh Treatment:

1. Any growth of Phragmites or other unwanted vegetation found within the wetland / marsh areas designated for treatment shall be controlled through the application of systemic aquatic herbicides and surfactants as required for long term control of the target species.
2. Company shall not be responsible for any growth that is not visible at the time of applications.
3. Company shall not be responsible for cutting down or removing any of the dead plants resulting from this application.

Buffer / Upland Treatment:

1. Designated buffer / upland areas will be selectively treated as required to limit the growth of unwanted vegetation while maintaining to the extent possible the beneficial aquatic and upland vegetation found within the buffer / upland areas.
2. This service is provided in order to maintain the buffer / upland areas in a natural, yet desirable appearance, while eliminating undesirable invasive or nuisance vegetation.
3. Company shall not be responsible for cutting down or removing any of the dead plants resulting from this application.

*\*Company will take all reasonable precautions and make every effort to avoid any damage to non-target plants within the treatment area. However, Company makes no guarantee that such damage will not occur despite our best efforts to the contrary. By signing this contract, customer accepts this disclaimer, and acknowledges and accepts the minimal risk that such damage might occur.*

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

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Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SECTION (b)





Waterway Maintenance Program  
**VillaMar Community Development District**  
WINTER HAVEN, FL



Friday, April 2, 2021

**VillaMar Community Development District**

Marshall Tindall  
205 CUNNINGHAM RD  
WINTER HAVEN, FL 33884

Dear Marshall Tindall:

Following is the quote that you requested for professional lake management services and additional information on the many services that we provide.

Your program is designed to promote an environmentally balanced aquatic ecosystem, using cost effective methods.

**Benefits of Aquagenix Programs are:**

- \* Optional stocking of Bass, Bream and Channel Catfish.
- \* Research for the introduction of the Triploid Grass Carp to assist in biological weed control.
- \* The creation of aquatic sanctuary areas, which may be left for aesthetic value and wildlife benefit, if desired.
- \* Control of algae and undesirable water weeds.
- \* Border grass and brush control (to the water's edge).
- \* Bacteria Monitoring and water analysis.
- \* Post Treatment Management Reports indicating details of work performed.

**Other services available from our company include:**

- \* Wetland Planting
- \* Decorative Fountains / Aeration Systems / Fountain Service
- \* Blue Dye / Water Clarity Treatment
- \* Turbidity Curtains / Weed Barriers
- \* Waterway and Wetland Consulting



**Advantages of doing business with us are:**

- \* Ten million dollars of insurance coverage, with pollution control coverage, to adequately protect you and your organization.
- \* Radio-equipped fleet of trucks and supervisor's vehicles for quick response to customer calls (usually the same working day).
- \* Fiberglass skiffs and four wheel drive maintenance vehicles with spray systems.
- \* Computerized water analysis and property management service records for use in meetings and submission to government agencies, when required.
- \* An educational library, literature and staff biologists to give video, slide and movie presentations to interested groups.
- \* Our field crews wear neat, collared uniforms with our company name embroidered on the shirts for security identification.
- \* Our trucks, boats and spray vehicles are clearly identified with our name, seal and telephone numbers.

Attached is an agreement covering the services you require and a copy of our Insurance Certificate, and Service Guide.

If, at any time, you are not fully satisfied with our service cancellation clause is included in the agreement.

Neat, clean waterways enhance real estate values, sales potential and are pleasing!

Our company's goal is to work toward a growth pattern of natural balance, allowing beneficial aquatic plants to propagate while controlling filamentous algae and other rapidly growing noxious weeds.

Properly managed waterways will maintain water quality, clarity, and provide an environmental and recreational asset to the property owners at the least cost of maintenance.

Please sign agreement and return the original to our office for immediate scheduling of service.

We look forward to the opportunity of serving you.

Respectfully yours,

Aquagenix  
Enclosure



## AQUATIC MANAGEMENT AGREEMENT

This agreement, proposal #123991 dated 4/2/2021, is made between AQUAGENIX and CUSTOMER:

VillaMar Community Development District  
Marshall Tindall  
Governmental Management Services-CFL  
219 East Livingston Street  
Orlando, FL 32801 (407) 841-5524

Both CUSTOMER and AQUAGENIX agree to the following terms and conditions:

### 1. General Conditions:

AQUAGENIX will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

7 Ponds & Lakefront located in WINTER HAVEN, FL.

### 2. Contract Term:

The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum.

### 3. Contract Services:

CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services.

Algae and Aquatic Weed Control	Included
Border Grass and Brush Control to Water's Edge	Included
Water Testing (see addendum 13a)	Included
Bacteria Testing	Included
Aquatics Consulting	Included
Fish Stocking (Bass and Bream)	Optional
Management Reporting	Included
Biological Control Agent Permit Applications (Triploid Grass Carp, Mosquito Fish)	Included
Blue Dye to be added monthly	Included
Trash removal along borders of lakes during regular visits	Included

Submersed Vegetation Control Done On A Work Order Basis Only

Total Annual Program Investment                      Annual: \$6,349.20                      Monthly: \$529.10

1 inspections per Month with treatment as necessary

\*\*Triploid Grass Carp stocking subject to required approval of Fish Wildlife Conservation Commission  
Created For VillaMar Community Development District                      (407) 892-0136 — Fax: (407) 892-0156

Aquagenix is a subsidiary of DeAngelo Brothers, Inc.





## Scheduled Visits

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	September 1	October 1	November 1	December 1

#### 4. Starting Date:

The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.

#### 5. Schedule of Payment:

\$529.10 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Aquagenix within thirty (30) days after date of invoice at Aquagenix's home office. Failure to pay any amount when due shall constitute a default under this Agreement.

#### 6. Limited Offer:

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

#### 7. Safety:

Aquagenix agrees to use specialized equipment and products, which in its sole discretion, will provide safe and effective results for the specific site(s).

#### 8. Address Change:

In the event that AQUAGENIX or CUSTOMER undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

#### 9. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to Aquagenix, 100 N Conahan Dr, Hazleton, PA 18201. Aquagenix reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.

- a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Aquagenix in accordance with Paragraphs 9b and 9c.
- b. In the event that your account is not settled in full at the same time as your cancellation letter is received, Aquagenix will continue to bill you until the contract expires. Settlement in full includes payment for one months service after the end of the month in which the cancellation letter is received by Aquagenix.
- c. Payment in full shall be defined as payment to Aquagenix through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 9a and 9b.



#### 10. Insurance:

Aquagenix agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

#### 11. Automatic Renewal:

Unless other-wise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 4% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

#### 12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Aquagenix may at its sole discretion seek any or all of the following remedies:

- Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- Imposition of "Collections Charge" for monies due. If this action is deemed necessary, in the sole judgement of Aquagenix, CUSTOMER agrees to pay Aquagenix's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by Aquagenix resulting from this collection activity.
- Filing of a mechanics lien on property for all monies due plus interest, costs and attorneys fees.

#### 13. Addenda:

- Water testing and bacteria monitoring shall be conducted at the sole discretion of Aquagenix for the specific purpose of improving the Aquatic Weed Control Program results.
- Work as requested by CUSTOMER such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra work will be invoiced separately at our current hourly equipment and labor rates.

#### 14. Contract Documents:

This Agreement constitutes the entire Agreement of Aquagenix and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Aquagenix and CUSTOMER.

Michael W. Wright  
AQUAGENIX  
Michael W. Wright  
PRINT NAME  
4/2/2021  
DATE

\_\_\_\_\_  
CUSTOMER  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
DATE



## Waterway Survey Chart

4/2/2021 02:19 PM

**Customer Name** VillaMar Community Development District

Inspection Date	Waterway Number	Average Depth (In Feet Deep)	Surface Cover (In Acres)	Perimeter (Linear Feet)
4/2/2021	Lakefront Area	5.00	0.52	
	Lake 2	5.00	1.67	
	Lake 3	3.00	0.10	
	Lake 4	4.00	0.40	
	Lake 5	4.00	0.29	
	Lake 6	4.00	0.18	
	Lake 7	4.00	0.28	
7 Waterways for VillaMar Community Development District		4.14	3.44	

## SECTION (c)



Aquatic Weed Management, Inc.  
P.O. Box 1259  
Haines City, FL 33845  
863-412-1919

# Estimate

**Date** 3/31/2021  
**Estimate #** 974

Name / Address
Villa Mar CDD Governmental Management Services, Central 9145 Narcoossee Rd., Ste A206 Orlando, FL 32827

**P.O. #**  
**Terms**

**Due Date** 3/31/2021  
**Other**

Description	Qty	Rate	Total
Stormwater pond and shoreline herbicide maintenance Monthly pond herbicide maintenance on 6 ponds and 1 shoreline. Priced as \$/treatment. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level of ponds. Shoreline treatments will target emerged vegetation only. Treatments for submerged species, if necessary, will be contracted separately. Price also includes "reasonable" trash collection (meaning trash that can be reached from shore utilizing trash tongs). Free call-backs as needed.		450.00	450.00
Thank you for your business!			<b>Subtotal</b> \$450.00
			<b>Sales Tax (0.0%)</b> \$0.00
			<b>Total</b> \$450.00

waterweed1@aol.com

863-412-1919  
863-438-0087

## SECTION 2

## SECTION (a)



COMMERCIAL SERVICES

**Orkin Pest Control**  
**Commercial Services Agreement**  
THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND  
SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT,  
WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ROUTE <b>40</b>	GRID #
-----------------	--------

Customer Name GMS Date 7/1/21  
Billing Address 219 E. Livingston St  
City Orlando State Florida Zip Code 32801 Phone (407) 346-2453

**I. INTENT**

- A. This Agreement is intended to constitute a mutual understanding between GMS (the Customer) and Orkin, LLC (Orkin Pest Control).  
B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):

205 Cunningham Rd Winter Haven 33884

County Name: Polk Is this within city limits ☐ Yes ☐ No ☐ Food Safety with GM QA ☐ Health Care ☐ Health Care with GM QA ☐ Pharmaceutical with GM QA ☐ Element

**II. SCOPE AND NATURE OF WORK**

A. Orkin agrees to provide service for the following pests:

☒ Roaches ☒ Common ants ☒ Rats and mice ☐ Pharaoh ants\* ☐ Common spiders ☐ Flies ☐ Odor ☐ Actizyme: Odor Neutralizer ☐ Fly Foam Service ☐ Other \_\_\_\_\_  
Service means the periodic treatment to help control/combate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

**III. CUSTOMER OBLIGATIONS**

- A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.  
B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.  
C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.  
D. Should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.  
E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

**IV. SERVICE SCHEDULE**

- A. Orkin service representative shall service the Customer (service frequency) ☒ 1 Time ☐ 2 Times ☐ 4 Times per month ☐ Other \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by Orkin.  
B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

**V. TERMS OF AGREEMENT**

- A. This agreement shall be effective for a period of ☒ 1 ☐ 2 ☐ 3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least **60 days prior to the end of the applicable term then in effect.**  
B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.  
C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.  
D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

**VI. PAYMENT**

- A. The cost of the services described herein shall be \$ 100.00 plus tax of \$ 7.00 for the initial service and \$ 45.00 plus tax of \$ 3.15 per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

**VII. MATERIALS**

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.

B. The materials shall be used in accordance with the labels and specifications.

**VIII. LIMITATION OF LIABILITY:**

The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages or loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

**IX. EQUIPMENT REPLACEMENT**

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.

B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

**X. INSURANCE:**

Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

**XI. CHEMICAL INFORMATION WARNING:**

Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

**XII. MEDIATION/ARBITRATION:**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

**XIII. AMOUNT REMITTED:** \$ \_\_\_\_\_

☐ Cash ☐ Check ☐ Payment Option Form

☐ P.O. Number \_\_\_\_\_

**Jody Davis**

Inspector Name (PRINT)

**1203517**

Employee ID # or Certification #

**3400 Recker Hwy**

Branch Street Address

**(813) 215-6879**

Branch Telephone Number

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

**Lakeland**

City

**Customer Email: mtindall@gmsa.com**

State

Zip Code

**7/1/21**

Date

Customer's Signature

**7/1/21**

Date

Branch Management Signature



## ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

1

### 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

2

### Reimbursement Guarantee\*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

#### RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

#### FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

3

### 360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

ORKIN REPRESENTATIVE

7/1/21

DATE

CUSTOMER

7/1/21

DATE



PEST CONTROL DOWN TO A SCIENCE.™

LOCATION

\* See agreement for details.



## Commercial Customer Service Record

*Fill out any special instructions for your Orkin Technician.*

Enter Messages to Print on Service Ticket:

Directions:

Nearest Cross Street:

Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets: ☐

Special Instructions:

SECTION (b)





# PEST PREVENTION AGREEMENT PPP NO. \_\_\_\_\_

Email Address: [customer@masseyservices.com](mailto:customer@masseyservices.com)  
Website: [MasseyServices.com](http://MasseyServices.com)  
Phone: 1-888-2MASSEY (262-7739)

First Name	MI	Last Name	( )	Cell Phone	E-mail Address	
205 Cunningham Rd			Address of Treated Structure			
City	State	County	Zip	City	State	Zip
Winter Haven	FL	Polk	33884			
(407) 346 2453			( )			
Home Phone		Business Phone		Name (Agent)		Phone

Service Center	56	Phone #	(863) 299 1131	Route #	Grid #	Service Day
----------------	----	---------	----------------	---------	--------	-------------

## I. SCOPE OF SERVICE

MASSEY'S Pest Prevention Program is a cooperative effort between MASSEY SERVICES, INC. and the CUSTOMER

### A. PEST PREVENTION SERVICES WILL BE PROVIDED FOR:

Roaches, Ants, Spiders, Silverfish, Rats, Mice, Interior Fleas and Ticks, (other) \_\_\_\_\_

### B. MASSEY AGREES:

#### 1. Initial Service:

- To eliminate any existing pest problems inside your home within 30 days from our first service, and/or,
- To provide pest prevention services to correct conditions, avenues and sources of potential pest infestation.

#### 2. Regular Scheduled Service:

- To direct subsequent service OUTSIDE YOUR HOME for the purpose of preventing pest re-entry and infestation.
- When pest sightings occur inside your home (**an occasional pest sighting is to be expected**), and MASSEY is contacted, MASSEY will immediately schedule additional service, and guarantees to provide that service, at your convenience within 24 hours, *at no additional cost to you.*

### C. CUSTOMER AGREES:

- To make the premises available for inspection and service in order to maintain the effectiveness of our Pest Prevention Program and the integrity of our guarantee.
- To assist in identifying and correcting existing and potential conditions, avenues and sources of pest re-entry and infestation by contacting MASSEY when such issues present themselves.
- To contact MASSEY for additional service when pest sightings occur inside the home. This service will be provided at no additional cost to you.

## II. TERMS OF AGREEMENT

A. This agreement will be in effect for an original period of twelve months and shall renew itself on a month-to-month basis thereafter, unless written notice is given by either party thirty days prior to the anniversary date of the Agreement.

B. If customer becomes dissatisfied with MASSEY'S service, or relocates during the initial one year period, the CUSTOMER may cancel this Agreement by giving thirty (30) days written notice.

C. MASSEY reserves the right to adjust the service charge anytime after the second year.

III. **ALLERGIES AND SENSITIVITIES:** If you or any occupants are prone to allergic reactions or sensitivities to dust, pollen, odors, chemicals, solvents, etc., or suffer from any respiratory illness, you should consult your physician before any service is performed on your property.

IV. **SPECIAL TERMS AND CONDITIONS:** This Agreement is subject to the Special Terms and Conditions outlined on the reverse side hereof.

## SPECIAL INSTRUCTIONS/COMMENTS:

Treat pool deck, property, and bathrooms/changing areas

## CUSTOMER SERVICE PREFERENCES:

Choice of Service Schedule: Day \_\_\_\_\_ / Time \_\_\_\_\_ Day \_\_\_\_\_ / Time \_\_\_\_\_  
1st Choice 2nd Choice

Permission to Provide Outside Service When Not At Home: Customer Initials ☐ YES ☐ NO

Location to Leave Service Report/Invoice After Each Service: \_\_\_\_\_

## SERVICE CHARGES: 1st Year:

Total Annual Amount	\$ 480
5% Discount for Annual Payment in Advance	\$ (24)
Discounted Annual Amount	\$ 456
Monthly Terms: Initial Service	\$ 40 x 1
Monthly	\$ 40 x 11

## 2nd Year Guaranteed Rate:

Total Annual Amount	\$ 480
5% Discount for Annual Payment in Advance	\$ (24)
Discounted Annual Amount	\$ 456
Monthly Terms: Monthly	\$ 40

## METHOD OF PAYMENT: ☐ Cash ☐ Check # \_\_\_\_\_

Credit Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express Account # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Authorization # \_\_\_\_\_

\* ☐ Auto Bill Pay \_\_\_\_\_ Initials \_\_\_\_\_

Customer Signature

Date

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, by giving written notice of cancellation by registered mail to MASSEY SERVICES, INC.

Nathan Hogrefe  
MASSEY Representative

Winter Haven - 56 2105 Dundee Rd  
Service Center Address

General Manager Approval

Date



## SECTION 3

*Item will be  
provided under  
separate cover.*

# SECTION D

# SECTION 1

# VillaMar

## Community Development District

### Summary of Checks

May 5, 2021 to July 7, 2021

Compl

Bank	Date	Check No.'s	Amount
General Fund	5/7/21	148	\$ 1,078.87
	5/11/21	149-151	\$ 69,217.57
	5/17/21	152-159	\$ 9,487.99
	5/18/21	160	\$ 421.16
	5/21/21	161	\$ 400.00
	6/8/21	162	\$ 4,212.79
	6/16/21	163	\$ 421.16
	6/18/21	164-170	\$ 14,668.54
	6/23/21	171	\$ 5,100.00
	6/30/21	172-178	\$ 48,693.18
			\$ 153,701.26
			\$ 153,701.26



\*\*\* CHECK DATES 05/05/2021 - 07/07/2021 \*\*\*  
 VILLAMAR CDD - GENERAL FUND  
 BANK A VILLAMAR CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
5/17/21	00004	4/28/21 RH042820	202104 310-51300-11000	SUPERVISOR FEE 4/28/21	*	200.00	
				RENNIE HEATH			200.00 000157
5/17/21	00031	5/06/21 20229951	202105 320-53800-34500	ACCESS CONTROL CARDS 5/6	*	600.00	
				SOUTHEAST WIRING SOLUTIONS, INC			600.00 000158
5/17/21	00027	5/14/21 05142021	202105 300-15500-10000	PLAYGRND/FURN LEASE-JUN21	*	1,078.86	
				WHFS, LLC			1,078.86 000159
5/18/21	00016	4/30/21 1046612	202104 310-51300-48000	NOT OF BOS MEETING 4/7/21	*	421.16	
				THE LEDGER NEWS CHIEF			421.16 000160
5/21/21	00032	4/27/21 1873.07	202105 300-20700-10100	FY21 SER2019 FR#4	*	400.00	
				FURR, WEGMAN & BANKS ARCHITECTS PA			400.00 000161
6/08/21	00026	3/31/21 PAY APP	202106 300-20700-10100	FY21SER19 FR#5	*	4,212.79	
				HENKELMAN CONSTRUCTION INC			4,212.79 000162
6/16/21	00016	5/31/21 1047301	202105 310-51300-48000	NOT OF BOS MEETING 5/5/21	*	421.16	
				THE LEDGER NEWS CHIEF			421.16 000163
6/18/21	00010	5/12/21 BW051220	202105 310-51300-11000	SUPERVISOR FEE 5/12/21	*	200.00	
				BRIAN WALSH			200.00 000164
6/18/21	00029	4/16/21 1	202104 320-53800-47400	FENCE REPAIR PROJECT	*	540.00	
				CALM			540.00 000165
6/18/21	00033	4/15/21 A14095	202104 330-53800-48100	POOL MAINTENANCE APRIL 21	*	1,350.00	
		5/01/21 A14112	202105 330-53800-48100	POOL MAINTENANCE MAY 21	*	1,350.00	
				COMPLETE POOL CARE INC			2,700.00 000166
6/18/21	00009	6/01/21 59	202106 310-51300-34000	MANGEMENT FEES JUNE 21	*	2,916.67	
		6/01/21 59	202106 310-51300-35100	INFO TECHNOLOGY JUNE 21	*	75.00	

VMCD VILLAMAR CDD KCOSTA





CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/30/21	00009	4/30/21 58	202104 320-53800-47400	AMENITY GEN MAINT - APR21	*	293.75	
GOVERNMENTAL MANAGEMENT SERVICES							293.75 000175
6/30/21	00015	6/01/21 3914	202106 320-53800-46200	LAWN MAINTENANCE JUNE 21	*	3,629.58	
PRINCE & SONS INC.							3,629.58 000176
6/30/21	00035	6/30/21 06302021	202106 300-20700-10200	FY20 FUNDING REQ3 EXCESS	*	40,775.98	
HIGHLAND CASSIDY, LLC							40,775.98 000177
6/30/21	00027	6/30/21 06302021	202106 300-15500-10000	PLAYGRND/FUR LEASE JULY21	*	1,078.87	
WHFS, LLC							1,078.87 000178
TOTAL FOR BANK A						153,701.26	
TOTAL FOR REGISTER						153,701.26	

## SECTION 2

***VillaMar***  
***Community Development District***

***Unaudited Financial Reporting***  
***May 31, 2021***



# Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund Series 2019
5	Debt Service Fund Series 2020
6	Capital Projects Fund Series 2019
7	Capital Projects Fund Series 2020
8-9	Month to Month
10	Long Term Debt Report
11	Assesment Receipt Schedule

**VillaMar**  
**Community Development District**  
**Combined Balance Sheet**  
**May 31, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u><b>Cash:</b></u>				
Operating Account	\$ 165,819	\$ -	\$ -	\$ 165,819
<u><b>Series 2019</b></u>				
Reserve	\$ -	\$ 413,317	\$ -	\$ 413,317
Revenue	\$ -	\$ 147,695	\$ -	\$ 147,695
Prepayment	\$ -	\$ 54,509	\$ -	\$ 54,509
<u><b>Series 2020</b></u>				
Reserve	\$ -	\$ 368,900	\$ -	\$ 368,900
Revenue	\$ -	\$ 12	\$ -	\$ 12
Construction	\$ -	\$ -	\$ 2,279,741	\$ 2,279,741
Cost of Issuance	\$ -	\$ -	\$ 0	\$ 0
Due from Developer	\$ 5,631	\$ -	\$ 4,213	\$ 9,844
Due from General Fund	\$ -	\$ 5	\$ -	\$ 5
Prepaid Expenses	\$ 1,079	\$ -	\$ -	\$ 1,079
<b>Total Assets</b>	<b>\$ 172,529</b>	<b>\$ 984,438</b>	<b>\$ 2,283,954</b>	<b>\$ 3,440,921</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 18,939	\$ -	\$ -	\$ 18,939
Due to Debt Service	\$ 5	\$ -	\$ -	\$ 5
Due to Developer	\$ 40,776	\$ -	\$ -	\$ 40,776
Contracts Payable	\$ -	\$ -	\$ 4,213	\$ 4,213
Retainage Payable	\$ -	\$ -	\$ 41,237	\$ 41,237
<b>Total Liabilities</b>	<b>\$ 59,720</b>	<b>\$ -</b>	<b>\$ 45,450</b>	<b>\$ 105,170</b>
<b>Fund Balances:</b>				
Unassigned	\$ 112,809	\$ -	\$ -	\$ 112,809
Assigned for Debt Service 2019	\$ -	\$ 615,526	\$ -	\$ 615,526
Assigned for Debt Service 2020	\$ -	\$ 368,912	\$ -	\$ 368,912
Assigned for Capital Projects 2019	\$ -	\$ -	\$ (41,237)	\$ (41,237)
Assigned for Capital Projects 2020	\$ -	\$ -	\$ 2,279,741	\$ 2,279,741
<b>Total Fund Balances</b>	<b>\$ 112,809</b>	<b>\$ 984,438</b>	<b>\$ 2,238,504</b>	<b>\$ 3,335,751</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 172,529</b>	<b>\$ 984,438</b>	<b>\$ 2,283,954</b>	<b>\$ 3,440,921</b>

**VillaMar**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 217,984	\$ 217,984	\$ 218,716	\$ 733
Assessments - Direct Bill	\$ 82,527	\$ 61,895	\$ 61,895	\$ -
Developer Contributions	\$ -	\$ -	\$ 19,224	\$ 19,224
Boundary Amendment Contribution	\$ -	\$ -	\$ 26,576	\$ 26,576
<b>Total Revenues</b>	<b>\$ 300,511</b>	<b>\$ 279,879</b>	<b>\$ 326,411</b>	<b>\$ 46,533</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 12,000	\$ 8,000	\$ 5,800	\$ 2,200
Engineering	\$ 20,000	\$ 13,333	\$ -	\$ 13,333
Attorney	\$ 25,000	\$ 16,667	\$ 19,297	\$ (2,631)
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,300	\$ 450	\$ 450	\$ -
Dissemination	\$ 6,000	\$ 4,000	\$ 4,708	\$ (708)
Trustee Fees	\$ 7,000	\$ 2,788	\$ 2,788	\$ -
Management Fees	\$ 35,000	\$ 23,333	\$ 23,333	\$ (0)
Information Technology	\$ 2,350	\$ 1,567	\$ 600	\$ 967
Telephone	\$ 250	\$ 167	\$ 7	\$ 160
Postage & Delivery	\$ 850	\$ 567	\$ 353	\$ 214
Insurance	\$ 5,700	\$ 5,700	\$ 5,947	\$ (247)
Printing & Binding	\$ 1,000	\$ 667	\$ 50	\$ 616
Legal Advertising	\$ 10,000	\$ 6,667	\$ 7,526	\$ (859)
Other Current Charges	\$ 998	\$ 665	\$ 903	\$ (238)
Boundary Amendment Expenses	\$ -	\$ -	\$ 17,259	\$ (17,259)
Office Supplies	\$ 500	\$ 333	\$ 19	\$ 314
Travel Per Diem	\$ 550	\$ 367	\$ -	\$ 367
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 138,673</b>	<b>\$ 90,445</b>	<b>\$ 94,217</b>	<b>\$ (3,772)</b>

**VillaMar**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
<b><u>Operations and Maintenance Expenses</u></b>				
<b>Field Expenses</b>				
Property Insurance	\$ 5,000	\$ 5,000	\$ 2,800	\$ 2,200
Field Management	\$ 12,500	\$ 8,333	\$ 5,000	\$ 3,333
Landscape Maintenance	\$ 37,960	\$ 25,307	\$ 19,940	\$ 5,367
Landscape Replacement	\$ 7,500	\$ 5,000	\$ -	\$ 5,000
Streetlights	\$ 11,340	\$ 7,560	\$ 11,333	\$ (3,773)
Electric	\$ 1,620	\$ 1,080	\$ 1,924	\$ (844)
Water & Sewer	\$ 648	\$ 432	\$ 37,424	\$ (36,992)
Sidewalk & Asphalt Maintenance	\$ 500	\$ 333	\$ -	\$ 333
Irrigation Repairs	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
General Repairs & Maintenance	\$ 15,000	\$ 10,000	\$ 1,499	\$ 8,501
Contingency	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
<b>Amenity Expenses</b>				
Amenity - Electric	\$ 10,800	\$ 5,400	\$ 1,471	\$ 3,929
Amenity - Water	\$ 2,880	\$ 1,440	\$ -	\$ 1,440
Playground Lease	\$ 7,875	\$ 3,938	\$ 3,237	\$ 701
Internet	\$ 675	\$ 338	\$ -	\$ 338
Pest Control	\$ 540	\$ 270	\$ -	\$ 270
Janitorial Services	\$ 7,500	\$ 3,750	\$ 450	\$ 3,300
Security Services	\$ 7,500	\$ 3,750	\$ 600	\$ 3,150
Pool Maintenance	\$ 14,625	\$ 7,313	\$ 2,700	\$ 4,613
Amenity Repairs & Maintenance	\$ 750	\$ 375	\$ -	\$ 375
Contingency	\$ 5,625	\$ 2,813	\$ -	\$ 2,813
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 160,838</b>	<b>\$ 99,097</b>	<b>\$ 88,377</b>	<b>\$ 10,720</b>
<b>Total Expenditures</b>	<b>\$ 299,511</b>	<b>\$ 189,542</b>	<b>\$ 182,594</b>	<b>\$ 6,948</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Capital Reserve Transfer Out	\$ (1,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (1,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 143,818</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (31,009)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 112,809</b>	

**VillaMar**  
**Community Development District**  
**Debt Service Fund Series 2019**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
<b>Revenues</b>				
Assessments	\$ 450,869	\$ 450,869	\$ 406,336	\$ (44,533)
Assessments - Lot Closings	\$ -	\$ -	\$ 3,908	\$ 114,910
Prepayments	\$ -	\$ -	\$ 114,910	\$ 3,908
Interest	\$ -	\$ -	\$ 25	\$ 25
<b>Total Revenues</b>	<b>\$ 450,869</b>	<b>\$ 450,869</b>	<b>\$ 525,178</b>	<b>\$ 74,309</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 159,547	\$ 159,547	\$ 159,547	\$ 0
Special Call - 11/1	\$ 100,000	\$ 100,000	\$ 280,000	\$ (180,000)
Interest - 2/1	\$ -	\$ -	\$ 517	\$ (517)
Special Call - 2/1	\$ -	\$ -	\$ 45,000	\$ (45,000)
Principal - 5/1	\$ 115,000	\$ 115,000	\$ 110,000	\$ 5,000
Interest - 5/1	\$ 159,547	\$ 159,547	\$ 152,031	\$ 7,516
Special Call -5/1	\$ -	\$ 30,000	\$ 30,000	\$ -
<b>Total Expenditures</b>	<b>\$ 534,094</b>	<b>\$ 564,094</b>	<b>\$ 777,095</b>	<b>\$ (213,001)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (83,225)</b>		<b>\$ (251,917)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 293,473</b>		<b>\$ 867,443</b>	
<b>Fund Balance - Ending</b>	<b>\$ 210,248</b>		<b>\$ 615,526</b>	



**VillaMar**  
**Community Development District**  
**Debt Service Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 12	\$ 12
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12</b>	<b>\$ 12</b>
<b>Expenditures:</b>				
Interest - 5/1	\$ -	\$ -	\$ 105,482	\$ (105,482)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105,482</b>	<b>\$ (105,482)</b>
<b>Other Sources/(Uses)</b>				
Bond Proceeds	\$ -	\$ -	\$ 474,382	\$ 474,382
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 474,382</b>	<b>\$ 474,382</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 368,912</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 368,912</b>	

**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2019**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 861,151	\$ 861,151
Interest	\$ -	\$ -	\$ 0	\$ 0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 861,151</b>	<b>\$ 861,151</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 434,478	\$ (434,478)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 434,478</b>	<b>\$ (434,478)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 426,673</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (467,911)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (41,237)</b>	

**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 120	\$ 120
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120</b>	<b>\$ 120</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 3,237,421	\$ (3,237,421)
Capital Outlay-COI	\$ -	\$ -	\$ 314,225	\$ (314,225)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,551,646</b>	<b>\$ (3,551,646)</b>
<b>Other Financing Sources/(Uses)</b>				
Bond Proceeds	\$ -	\$ -	\$ 6,025,618	\$ 6,025,618
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,025,618</b>	<b>\$ 6,025,618</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 2,474,092</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (194,351)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 2,279,741</b>	

**VillaMar**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - Tax Roll	\$ -	\$ 1,981	\$ 173,276	\$ 5,337	\$ 5,405	\$ 31,319	\$ 1,399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218,716
Assessments - Direct Bill	\$ -	\$ 41,263	\$ -	\$ -	\$ 20,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,895
Developer Contributions	\$ -	\$ -	\$ 19,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,224
Boundary Amendment Contribution	\$ -	\$ -	\$ 1,717	\$ 11,345	\$ -	\$ 7,882	\$ 5,631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,576
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 43,244</b>	<b>\$ 194,217</b>	<b>\$ 16,682</b>	<b>\$ 26,037</b>	<b>\$ 39,202</b>	<b>\$ 7,029</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 326,411</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 600	\$ 1,200	\$ 600	\$ 600	\$ -	\$ 800	\$ 1,400	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 5,800
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,444	\$ 2,974	\$ 2,045	\$ 3,641	\$ 2,380	\$ 1,714	\$ 5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,297
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 917	\$ 417	\$ 417	\$ 792	\$ 542	\$ 542	\$ 542	\$ 542	\$ -	\$ -	\$ -	\$ -	\$ 4,708
Trustee Fees	\$ 2,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,788
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ 23,333
Information Technology	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ 600
Telephone	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7
Postage & Delivery	\$ 36	\$ 63	\$ 65	\$ 16	\$ 11	\$ 15	\$ 111	\$ 36	\$ -	\$ -	\$ -	\$ -	\$ 353
Insurance	\$ 5,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,947
Printing & Binding	\$ -	\$ 4	\$ 10	\$ 9	\$ 5	\$ 4	\$ 9	\$ 9	\$ -	\$ -	\$ -	\$ -	\$ 50
Legal Advertising	\$ 3,792	\$ 452	\$ -	\$ 1,110	\$ 421	\$ 909	\$ 421	\$ 421	\$ -	\$ -	\$ -	\$ -	\$ 7,526
Other Current Charges	\$ -	\$ 265	\$ 120	\$ 121	\$ 121	\$ 120	\$ 121	\$ 36	\$ -	\$ -	\$ -	\$ -	\$ 903
Boundary Amendment Expenses	\$ 2,778	\$ 231	\$ 916	\$ 4,092	\$ 2,644	\$ 4,389	\$ 2,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,259
Office Supplies	\$ -	\$ 3	\$ 3	\$ 3	\$ 3	\$ 1	\$ 3	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ 19
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 26,925</b>	<b>\$ 8,600</b>	<b>\$ 7,167</b>	<b>\$ 13,373</b>		<b>\$ 11,485</b>	<b>\$ 12,908</b>	<b>\$ 4,641</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 94,217</b>

**VillaMar**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Operations and Maintenance Expenses</b>													
<b>Field Expenses</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,800	\$ -	\$ -	\$ -	\$ -	2,800
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	5,000
Landscape Maintenance	\$ 2,330	\$ 2,330	\$ 2,330	\$ 2,330	\$ 2,330	\$ 2,330	\$ 2,330	\$ 3,630	\$ -	\$ -	\$ -	\$ -	19,940
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fertilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	103	\$ -	1,411	2,454	3,621	3,744	\$ -	\$ -	\$ -	\$ -	11,333
Electric	\$ 1,616	\$ 52	\$ 118	\$ -	\$ -	45	46	48	\$ -	\$ -	\$ -	\$ -	1,924
Water & Sewer	\$ 64	\$ 64	\$ 134	\$ -	\$ -	7	37,091	64	\$ -	\$ -	\$ -	\$ -	37,424
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	834	665	\$ -	\$ -	\$ -	\$ -	1,499
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Amenity Expenses</b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,471	\$ -	\$ -	\$ -	\$ -	1,471
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	1,079	1,079	1,079	\$ -	\$ -	\$ -	\$ -	3,237
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450	\$ -	\$ -	\$ -	\$ -	450
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600	\$ -	\$ -	\$ -	\$ -	600
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,350	1,350	\$ -	\$ -	\$ -	\$ -	2,700
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 4,635</b>	<b>\$ 3,071</b>	<b>\$ 3,311</b>	<b>\$ 2,955</b>	<b>\$ 4,366</b>	<b>\$ 6,539</b>	<b>\$ 46,976</b>	<b>\$ 16,525</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>88,377</b>
<b>Total Expenditures</b>	<b>\$ 31,560</b>	<b>\$ 11,670</b>	<b>\$ 10,478</b>	<b>\$ 16,328</b>	<b>\$ 4,366</b>	<b>\$ 18,023</b>	<b>\$ 59,885</b>	<b>\$ 21,166</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>182,594</b>
<b>Other Financing Sources/(Uses)</b>													
Capital Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (31,560)</b>	<b>\$ 31,574</b>	<b>\$ 183,739</b>	<b>\$ 354</b>	<b>\$ 21,671</b>	<b>\$ 21,178</b>	<b>\$ (52,855)</b>	<b>\$ (21,166)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>143,818</b>

# VillaMar

## Community Development District

### Long Term Debt Report

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	3.750%, 4.000%, 4.625%, 4.875%%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$415,713	
RESERVE FUND BALANCE	\$413,317	
BONDS OUTSTANDING - 06/25/19		\$7,180,000
LESS: SPECIAL CALL - 08/01/20		(\$290,000)
LESS: SPECIAL CALL - 11/1/20		(\$280,000)
LESS: SPECIAL CALL - 2/1/21		(\$45,000)
LESS: PRINICPAL PAYMENT - 5/1/21		(\$110,000)
LESS: SPECIAL CALL - 5/1/21		(\$30,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,425,000</b>

SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.625%, 3.200%, 3.750%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$368,900	
RESERVE FUND BALANCE	\$368,900	
BONDS OUTSTANDING - 11/24/20		\$6,500,000
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,500,000</b>

**VillaMar**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2021**

\$ 234,391.18    \$ 435,456.99    \$ 669,848.17  
\$ 217,983.80    \$ 404,975.00    \$ 629,657.28

**ON ROLL ASSESSMENTS**

34.99%                      65.01%                      100.00%

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	2019 Debt		
							O&M Portion	Service Portion	Total
11/23/20	ACH	\$6,016.59	(\$115.52)	(\$240.66)	\$0.00	\$5,660.41	\$1,980.67	\$3,679.74	\$5,660.41
12/01/20	ACH	\$2,005.53	(\$38.50)	(\$80.22)	\$0.00	\$1,886.81	\$660.23	\$1,226.58	\$1,886.81
12/11/20	ACH	\$140,387.10	(\$2,695.43)	(\$5,615.40)	\$0.00	\$132,076.27	\$46,215.72	\$85,860.55	\$132,076.27
12/18/20	ACH	\$391,078.35	(\$7,508.71)	(\$15,642.90)	\$0.00	\$367,926.74	\$128,743.78	\$239,182.96	\$367,926.74
12/31/20	1% Fee Adj	(\$6,698.48)	\$0.00	\$0.00	\$0.00	(\$6,698.48)	(\$2,343.91)	(\$4,354.57)	(\$6,698.48)
01/15/21	ACH	\$16,044.24	(\$311.26)	(\$481.28)	\$0.00	\$15,251.70	\$5,336.83	\$9,914.87	\$15,251.70
02/01/21	ACH	\$0.00	\$0.00	\$0.00	\$37.73	\$37.73	\$13.20	\$24.53	\$37.73
02/16/21	ACH	\$16,044.24	(\$314.47)	(\$320.90)	\$0.00	\$15,408.87	\$5,391.82	\$10,017.05	\$15,408.87
03/15/21	ACH	\$92,254.38	(\$1,826.63)	(\$922.76)	\$0.00	\$89,504.99	\$31,319.31	\$58,185.68	\$89,504.99
04/15/21	ACH	\$4,071.22	(\$81.42)	\$0.00	\$0.00	\$3,989.80	\$1,396.10	\$2,593.70	\$3,989.80
04/30/21	ACH	\$0.00	\$0.00	\$0.00	\$7.28	\$7.28	\$2.55	\$4.73	\$7.28
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$ 661,203.17</b>	<b>\$ (12,891.94)</b>	<b>\$ (23,304.12)</b>	<b>\$ 45.01</b>	<b>\$ 625,052.12</b>	<b>\$ 218,716.30</b>	<b>\$ 406,335.82</b>	<b>\$ 625,052.12</b>

<b>104%</b>	<b>Net Percent Collected</b>
<b>\$ 629,657.28</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

Highland Cassidy, LLC 2020-01					
			Net Assessments	\$82,526.89	\$82,526.89
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
11/23/20	12/1/20	1010	\$41,263.45	\$41,263.45	\$41,263.45
2/18/21	2/1/21	1028	\$20,631.72	\$20,631.72	\$20,631.72
	5/1/21		\$20,631.72		
			<b>\$ 82,526.89</b>	<b>\$ 61,895.17</b>	<b>\$ 61,895.17</b>

## SECTION 3



## FORMS OF REQUISITIONS

### VILLAMAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 145
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Highland Cassidy, LLC
- (D) Amount Payable: \$205,386.94
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 070621 - Reimbursement for Vmar CDD FR # 1 - 5
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and
- 3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 7/7/21


**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Highland Cassidy, LLC

Reg 145

\$ 205,386

  
Consulting Engineer

Date: 7-7-21

## SECTION 4

Requisition	Payee/Vendor	Amount
42	Wood & Associates Engineering, LLC	\$ 7,858.75
43	Ferguson Waterworks	\$ 71,867.27
47	Horner Environmental Professionals, Inc.	\$ 322.50
48	QGS Development, Inc.	\$ 434,976.65
49	VMar Dev	\$ 3,000.00
50	Hopping, Green & Sams	\$ 315.00
51	Ferguson Waterworks	\$ 21,744.73
52	Ferguson Waterworks	\$ 4,591.25
53	Signature Privacy Walls of Florida	\$ 56,450.00
54	VMar Dev, LLC	\$ 11,445.82
55	VMar Dev, LLC	\$ 3,000.00
56	QGS Development, Inc.	\$ 342,765.39
57	Ferguson Waterworks	\$ 13,493.94
58	Danielle Fence	\$ 20,725.95
59	VMar Dev, LLC	\$ 3,000.00
60	Wood & Associates Engineering, LLC	\$ 26,200.00
61	Ferguson Waterworks	\$ 19,805.50
62	Hopping, Green & Sams	\$ 3.15
63	QGS Development, Inc.	\$ 269,413.88
64	VMar Dev, LLC	\$ 3,000.00
65	Wood & Associates Engineering, LLC	\$ 1,412.50
66	Ferguson Waterworks	\$ 12,450.51
67	Wood & Associates Engineering, LLC	\$ 962.50
68	VMar Dev, LLC	\$ 3,000.00
69	Leading Edge Land Services, Inc.	\$ 14,039.25
	TOTAL	\$ 1,345,844.54

# SECTION 5

TKC PROJECT NO. 0060-02

Date: June 10, 2021

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

[illegible]

ACCEPTABLE TO:

Just Hansen

The Kearney Companies, LLC, Jake Hansen

D- wood

Engineer

Engineer Bill Barm

Owner

DATE: 6/10/2021

DATE: 6-14-21

DATE: 6/11/21