

VillaMar
Community Development District

Meeting Agenda

October 21, 2021

AGENDA

VillaMar

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

October 14, 2021

**Board of Supervisors
VillaMar
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of **VillaMar Community Development District** will be held **Thursday, October 21, 2021**, at **10:00 AM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880**.

Zoom Video Join Link: <https://us06web.zoom.us/j/82281477977>

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

Meeting ID: 822 8147 7977

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (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 September 22, 2021, Board of Supervisors Meeting
4. Consideration of Construction Funding Agreement for Phase 5
5. Consideration of Temporary Access and Easement Agreement for Phase 5
6. Consideration of Audit Engagement Letter for Fiscal Year 2021 Audit Services
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Landscape Contract Renewal and Addendum to Add Phase 3 to the Contract Scope
 - ii. Consideration of Proposal to Add Signage and Delineators to the Amenity Parking Area

¹ Comments will be limited to three (3) minutes

- iii. Consideration of Aquatic Contract Addendum to Add Phase 3 to the Scope *(to be provided under separate cover)*

D. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement
- iii. Ratification of Summary of Series 2020 Requisitions #87 to #97

8. Other Business

9. Supervisors Requests and Audience Comments

10. 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, **September 22, 2021** at 10:15 a.m. at 346 E. Central Ave., Winter Haven, FL.

Present and constituting a quorum:

| | |
|-----------------------------|---------------------|
| Rennie Heath | Chairman |
| Lauren Schwenk | Vice Chairman |
| Patrick Marone | Assistant Secretary |
| Brian Walsh <i>via Zoom</i> | Assistant Secretary |

Also, present were:

| | |
|-------------------------------|-----------------------|
| Jill Burns | District Manager, GMS |
| Roy Van Wyk | KE Law Group |
| Clayton Smith <i>via Zoom</i> | GMS |
| Marshall Tindall | GMS |

The following is a summary of the discussions and actions taken at the September 22, 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 there were three Supervisors present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated there were no members of the public present in person or via Zoom. There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 11, 2021 Board of Supervisors Meeting

Ms. Burns presented the August 11, 2021 Board of Supervisors meeting minutes. She asked if there were any corrections to the minutes. Hearing none,

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Minutes of the August 11, 2021 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Notice of RFP for Phase 5 Construction Services

Ms. Burns stated the pickup date for this was October 15, 2021 and that the questions were due November 1, 2021 while the proposals were due November 15, 2021 for Phase 5. She offered to answer any questions.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Notice of Phase 5 Construction Services RFP, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-22 Revising Fiscal Year 2022 Meeting Schedule

Ms. Burns stated that they had decided to move the meetings to the 3rd Thursday of the month at the hotel location.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-22 Revising Fiscal Year 2022 Meeting Schedule, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-23 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings

Ms. Burns stated that Mr. Van Wyk stated at the last meeting that this resolution would allow them to not have to place an individual meeting and that they can post the annual schedule and post it on the website as well.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-23 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Termination of Temporary Construction and Access Easement Agreement

Ms. Burns stated that this was proposed and needed to be ratified. The Board had no questions.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Termination of Temporary Construction and Access Easement Agreement, was ratified.

EIGHTH ORDER OF BUSINESS

Consideration of Request for Vending Machine at Amenity (requested by Supervisor Walsh)

Ms. Burns stated that there was a resident who reached out and requested a vending machine. Ms. Burns stated that they typically do not allow this because it provides unnecessary trash and mess. The request was not approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk brought forth information on the memorandum regarding wastewater and stormwater management needs analysis which was included in the agenda. He stated they have talked about it in the past. Ms. Burns asked the Board if they had questions for Mr. Van Wyk but there were none.

B. Engineer

There being none, the next followed.

C. Field Manager's Report

Mr. Tindall reviewed the Field Manager's report for the Board. He stated there was a proposal for security cameras.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Quote for Additional Cameras Totaling \$5,491.50, was approved.

Mr. Smith asked if the drainage issue mentioned in the report would be taken up with Highland Homes or if they needed to try to find the issue. Mr. Smith wanted to know how to proceed. Ms. Burns suggested they start with Highland Homes and if it is not rectified then they could go the other route. Mr. Smith also inquired about the reports of people who are not residents taking boats to the end of the amenity parking lot and putting them in the pond. He stated they are trying to find a solution by adding signage. It was decided there will also be bollards and signs added at the end of the parking lot.

Ms. Burns brought up that residents have inquired about the sidewalk in front of the school not being long enough. She stated that they are going to send a letter to the school board regarding the situation and see if they can get more help on the issue.

D. District Manager's Report

i. Approval of the Check Register

Ms. Burns presented the check register. She asked if there were any questions, and hearing none, asked for a motion to approve.

| |
|-------------------------------------------------------------------------------------------------------|
| On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Check Register, was approved. |
|-------------------------------------------------------------------------------------------------------|

ii. Balance Sheet and Income Statement

Ms. Burns stated that there was not any information to go over regarding the financials.

iii. Ratification of Summary of Series 2020 Requisitions #72 to #86

Ms. Burns stated that these had been approved and she was looking for a motion to ratify the Series 2020 Requisitions #72 through #86.

| |
|----------------------------------------------------------------------------------------------------------------------------------|
| On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Series 2020 Requisitions #72 through #86, were ratified. |
|----------------------------------------------------------------------------------------------------------------------------------|

iv. Ratification of Fiscal Year 2021 Funding Requests #7 and #8

Ms. Burns stated that these had been approved and she was looking for a motion to ratify the Fiscal Year 2021 Funding Requests #7 and #8.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Fiscal Year 2021 Funding Requests #7 to #8, were ratified.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Burns asked if there were any supervisors requests or audience comments. Hearing none, the next item followed

TWELTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
VILLAMAR COMMUNITY DEVELOPMENT
DISTRICT AND VILLA MAR FG, LLC
(PHASE 5)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of ____ day of _____ 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

VILLA MAR FG, LLC, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 624 Jamaica, Tampa, Florida 33606, and its successors and assigns (“Developer”)

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of City Commissioners 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 identified in the Engineers Report (defined below, 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 Engineer’s Report for Capital Improvements*, dated April 13, 2021, attached hereto as **Exhibit A** (the “Engineer’s Report”) 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: KE Law Group, PLLC.
P.O. Box 6386
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: Villa Mar FG, LLC
624 Jamaica
Tampa, Florida 33606
Attn: Robert T. Greene

With a copy to: Maristela Ferrari
P.O. Box 1107
Dundee, Florida 33838

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:

VILLA MAR FG, LLC

Print Name: _____

By: _____
Its: _____

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

EXHIBIT A

**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**

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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 245 lots (156 – 40’ wide lots and 89 - 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 1,442 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 1,442 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 1,442 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 water mains 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

| Permits / Approvals | Approval / Expected Date |
|---------------------------------------------|---------------------------------|
| 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

| Permits / Approvals | Approval / Expected Date |
|---------------------------------------------|---------------------------------|
| 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

| Permits / Approvals | Approval / Expected Date |
|---------------------------------------------|---------------------------------|
| 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

| Permits / Approvals | Approval / Expected Date |
|---------------------------------------------|---------------------------------|
| 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 – 245 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 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

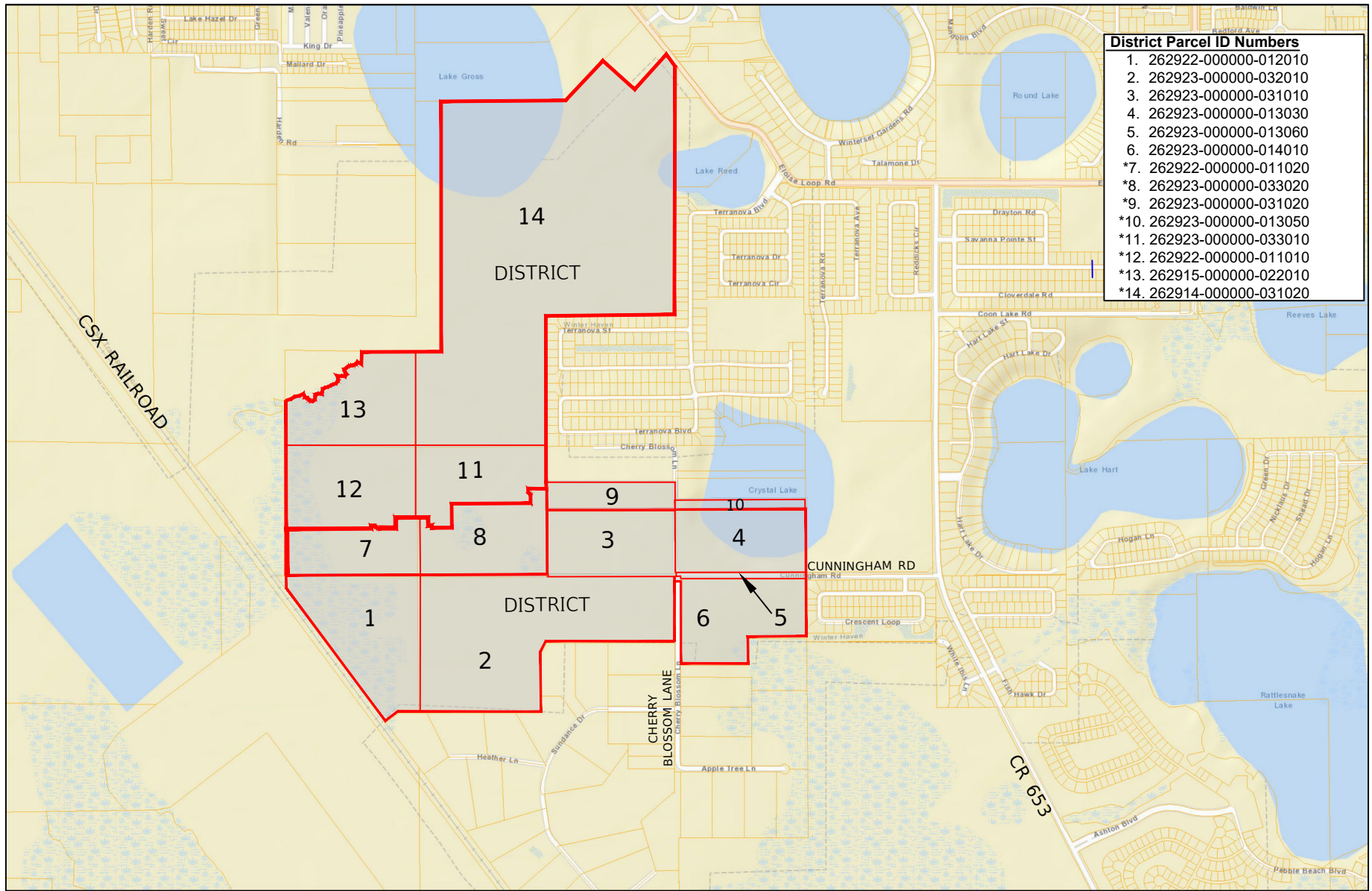
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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**.



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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EMAIL: INFO@WOODCIVIL.COM

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



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

EXHIBIT 2
VILLAMAR CDD
LEGAL DESCRIPTION OF
DISTRICT AS AMENDED

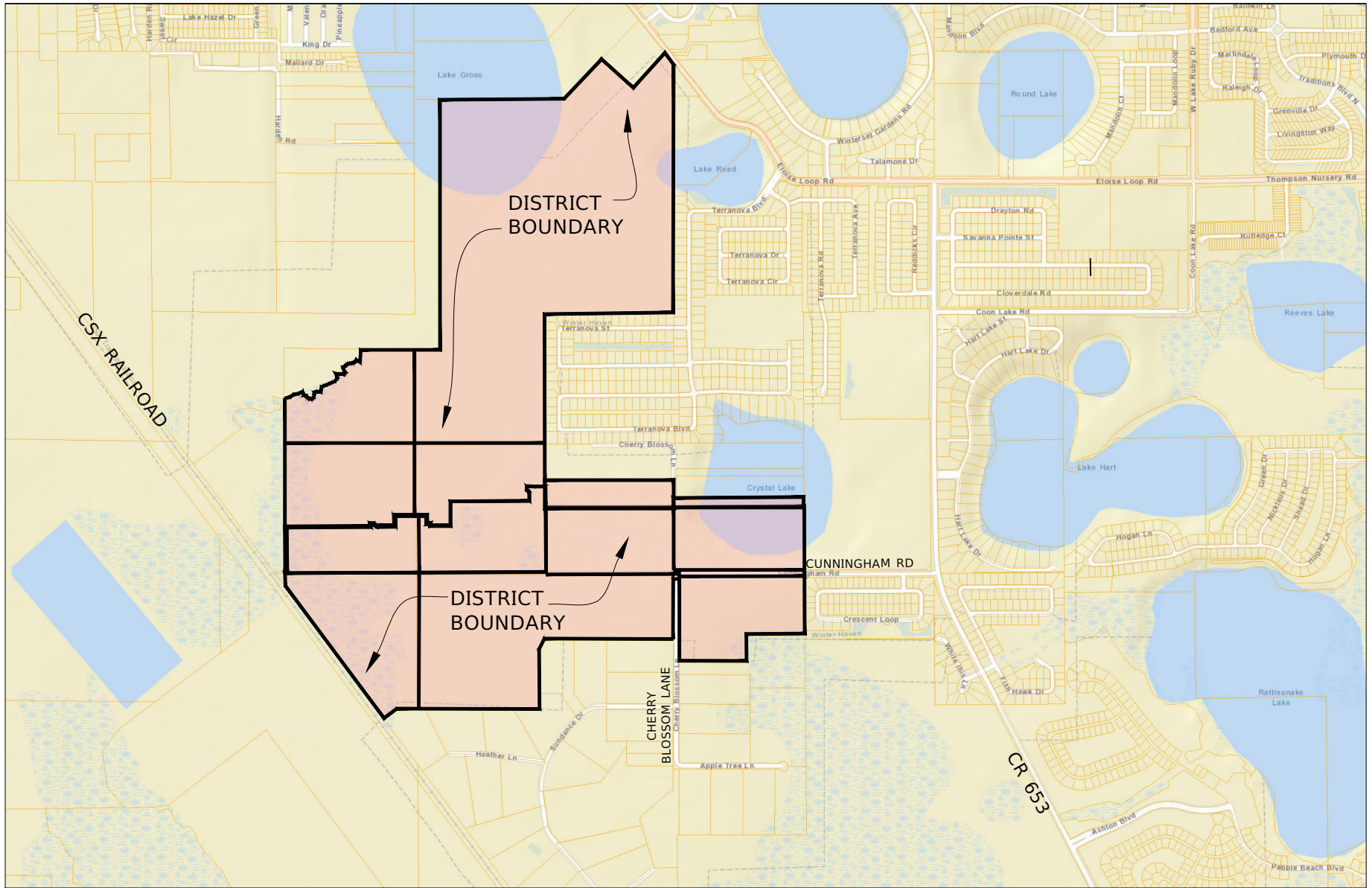
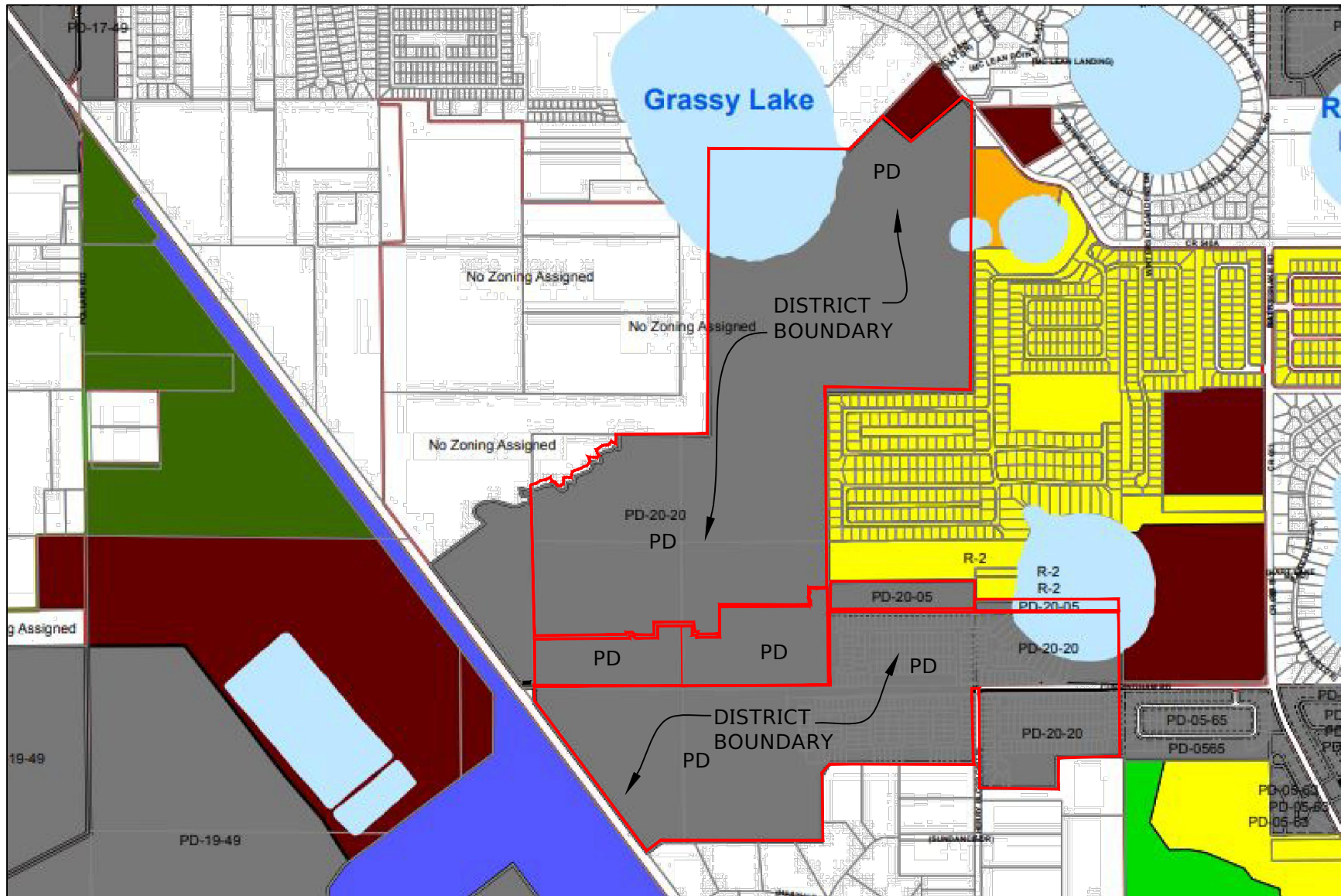


EXHIBIT 3
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
DISTRICT BOUNDARY MAP

1925 BARTOW ROAD LAKELAND, FL 33801
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 EMAIL: INFO@WOODCIVIL.COM





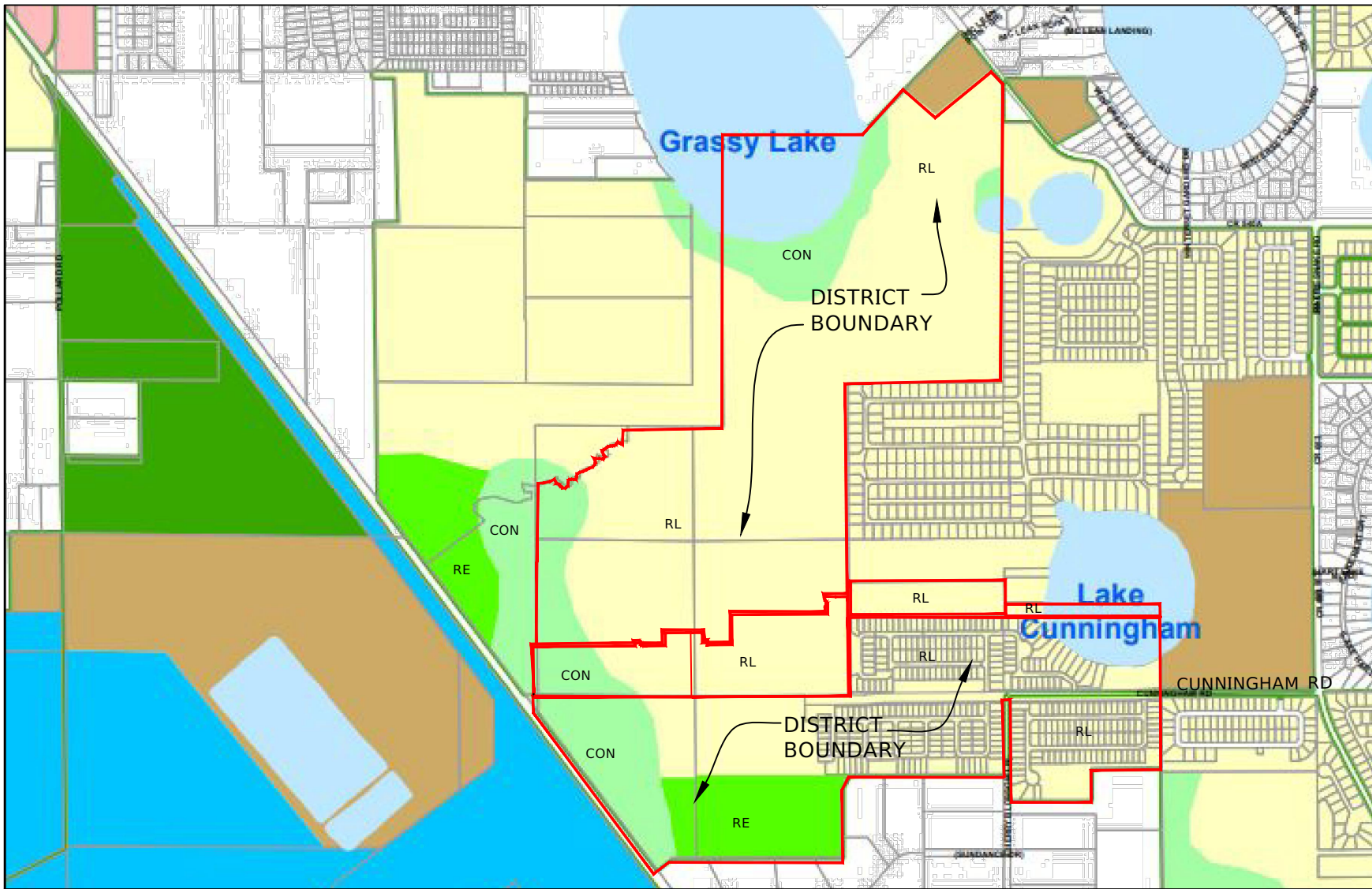
LEGEND

■ PD - PLANNED DEVELOPMENT

COMPOSITE EXHIBIT 4
VILLAMAR CDD
ZONING MAP
CITY OF WINTER HAVEN

1925 BARTOW ROAD LAKELAND, FL 33801
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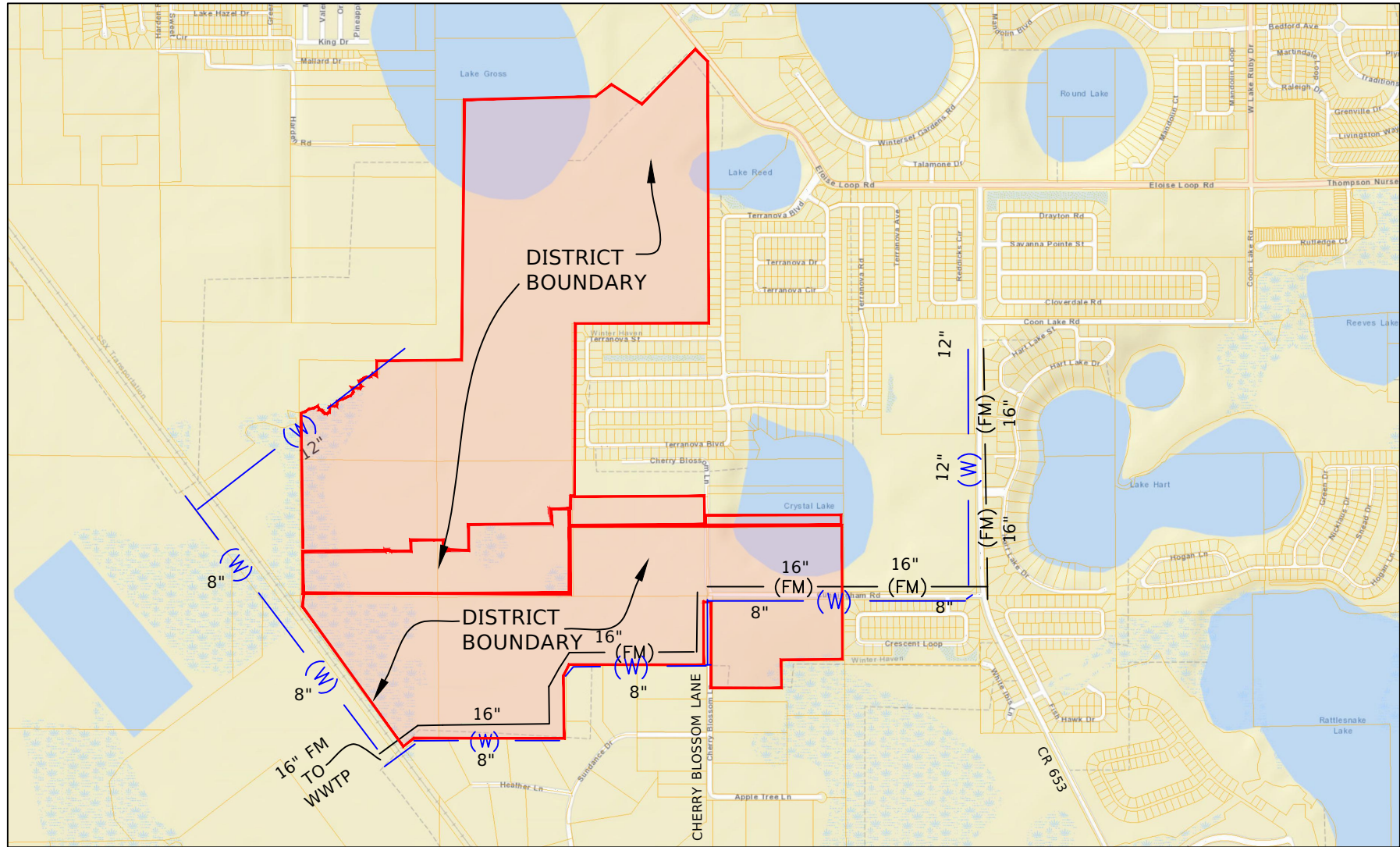
LEGEND

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

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



NO
SCALE

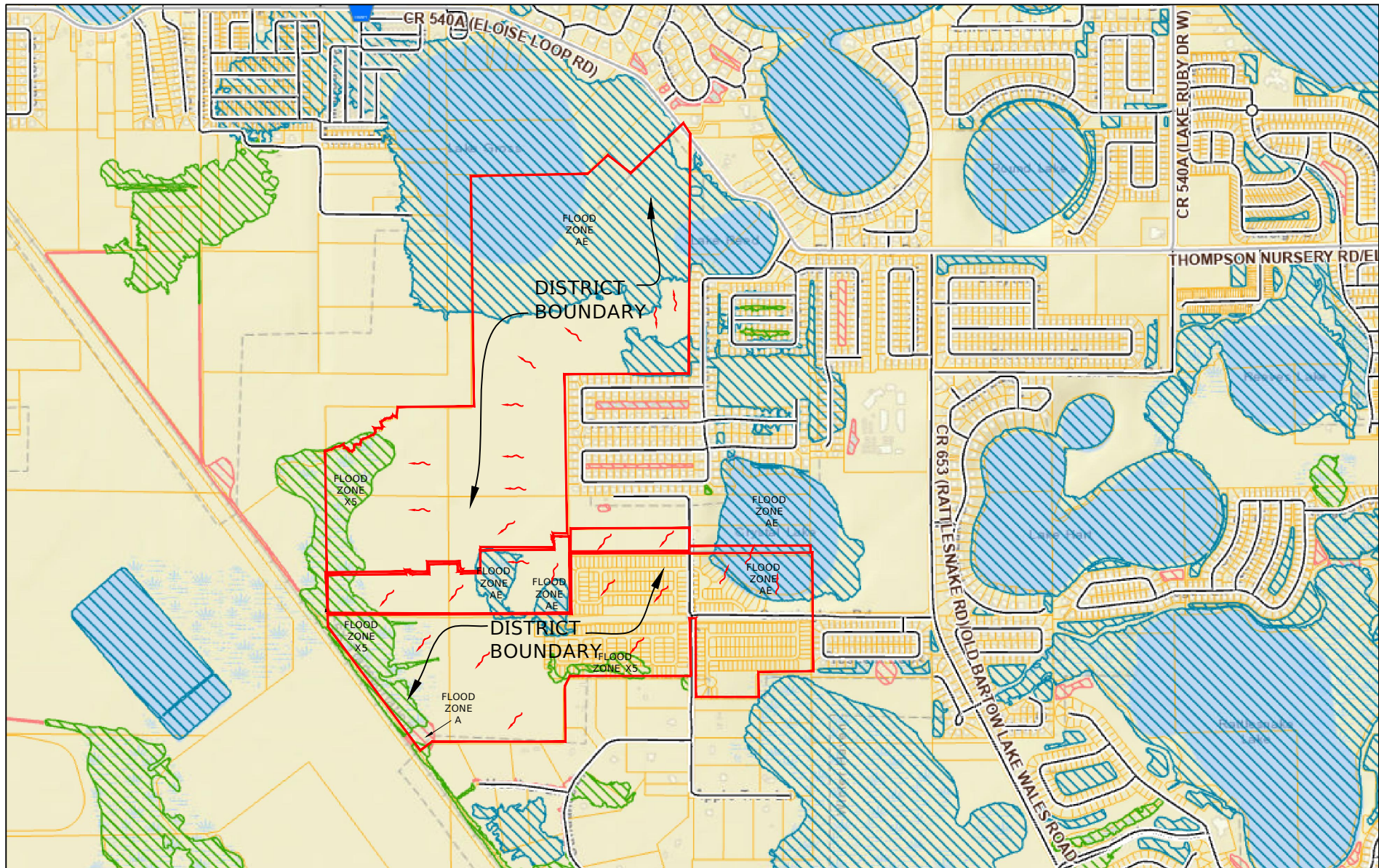


LEGEND

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

**COMPOSITE EXHIBIT 6
VILLAMAR CDD
WATER & FORCE MAINS**





LEGEND
 Drainage Flow

COMPOSITE EXHIBIT 7
VILLAMAR CDD
DRAINAGE MAP

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



Composite Exhibit 8
Villamar Community Development District
Summary of Probable Cost

| Number of Lots | 334⁽¹⁰⁾ | 281⁽¹⁰⁾ | 140⁽¹⁰⁾ | 200⁽¹⁰⁾ | 245⁽¹⁰⁾ | 242⁽¹⁰⁾ | 1442 |
|---------------------------------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|-------------------------|
| Infrastructure ⁽¹⁾⁽⁹⁾ | Phase 1 2019-2020 | Phase 2 2020-2022 | Phase 3 2021-2023 | Phase 4 2022-2024 | Phase 5 2023-2025 | Phase 6 2024-2026 | Total |
| Offsite Improvements ⁽⁵⁾⁽⁶⁾ | \$ 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 ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$ 4,170,000.00 | \$ 3,767,500.00 | \$ 925,000.00 | \$ 1,300,000.00 | \$ 1,575,000.00 | \$ 1,600,000.00 | \$ 13,337,500.00 |
| Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾ | \$ 2,000,000.00 | \$ 1,866,000.00 | \$ 1,190,000.00 | \$ 1,700,000.00 | \$ 2,070,000.00 | \$ 2,050,000.00 | \$ 1,0876,000.00 |
| Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾ | \$ 1,500,000.00 | \$ 1,204,000.00 | \$ 625,000.00 | \$ 890,000.00 | \$ 1,080,000.00 | \$ 1,100,000.00 | \$ 6,399,000.00 |
| Entry Feature & Signage ⁽⁶⁾⁽⁷⁾ | \$ 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 ⁽¹⁾⁽⁶⁾ | \$ 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 |
| TOTAL | \$ 8,955,000.00 | \$ 7,982,500.00 | \$ 3,775,000.00 | \$ 5,849,000.00 | \$ 6,064,000.00 | \$ 5,930,000.00 | \$ 38,555,500.00 |

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 1442 lots.
10. Lot Summary Table provided on Exhibit 10 – Master Site Plan.

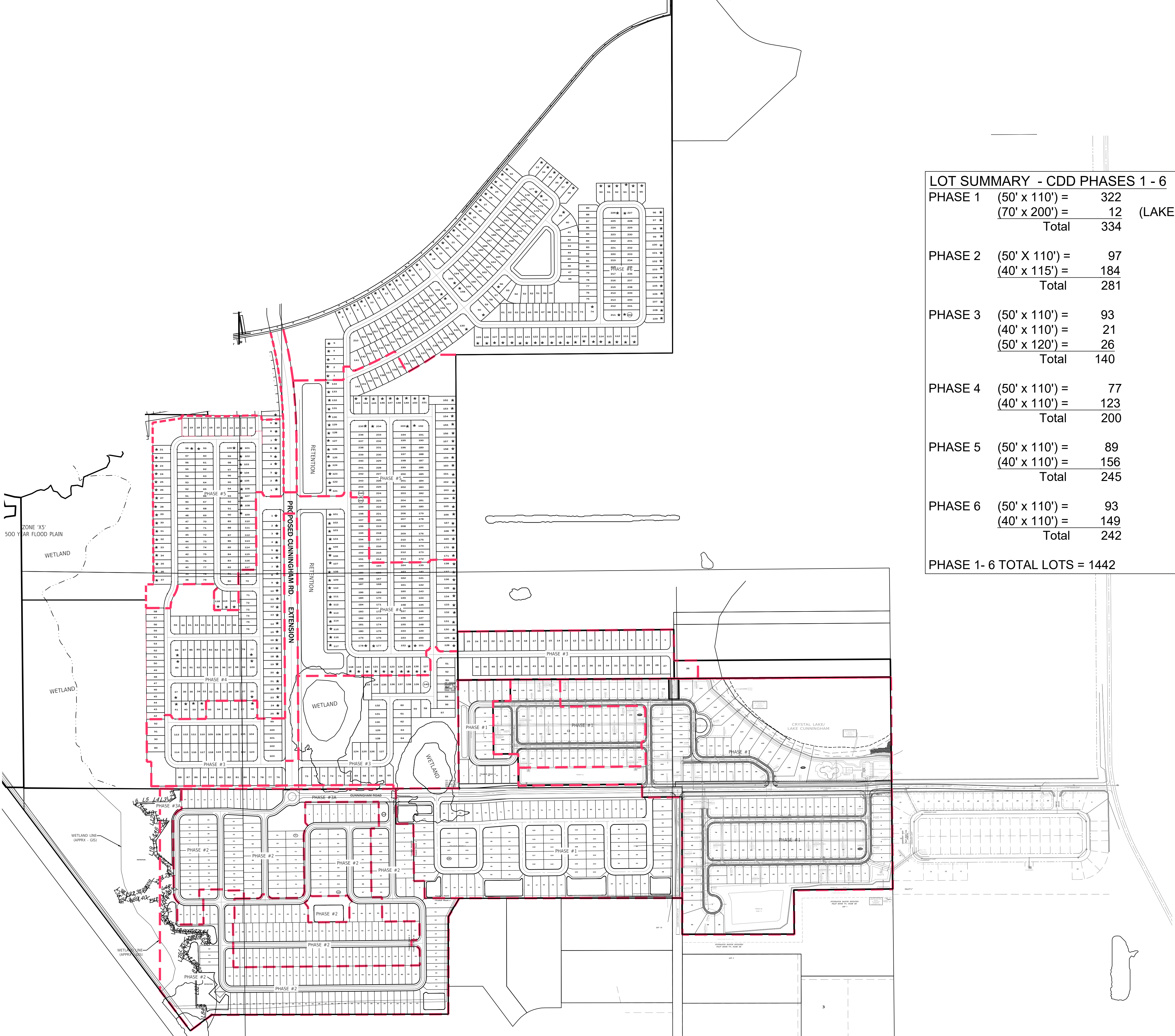
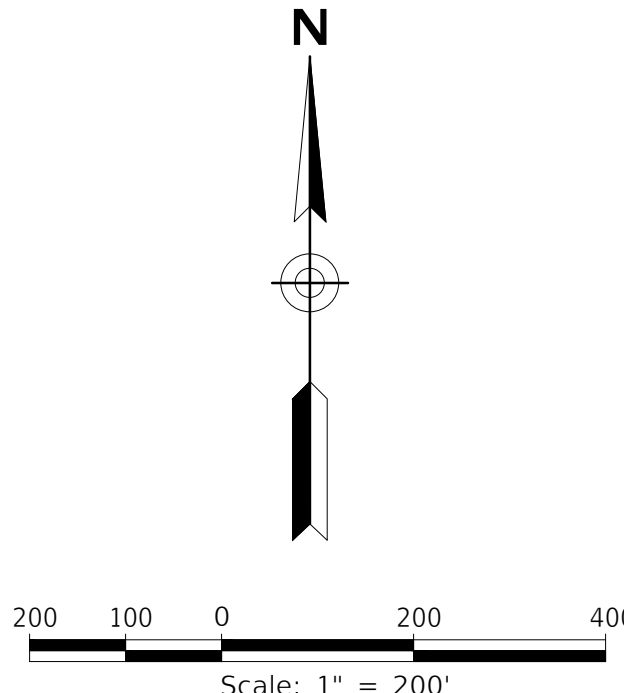
**Composite Exhibit 9
Villamar Community Development District
Summary of Proposed District Facilities**

| <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.

VILLAMAR MASTER SITE LAYOUT



| LOT SUMMARY - CDD PHASES 1 - 6 | | |
|------------------------------------|----------------|----------------|
| PHASE 1 | (50' x 110') = | 322 |
| | (70' x 200') = | 12 (LAKEFRONT) |
| | 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') = | 89 |
| | (40' x 110') = | 156 |
| | Total | 245 |
| PHASE 6 | (50' x 110') = | 93 |
| | (40' x 110') = | 149 |
| | Total | 242 |
| PHASE 1-6 TOTAL LOTS = 1442 | | |

| REVISIONS | NO. | DATE |
|-----------|-----|------|
| | | |
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| | | |
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| | | |
| | | |

OFFICE: (853) 940-2040
 FAX: (853) 940-2044
 CELL: (853) 662-0018
 1925 BARTOW ROAD
 LAKELAND, FL 33801
 DENNIS WOOD - PROFESSIONAL ENGINEER
 EMAIL: denniswoodengineering@gmail.com

WOOD & ASSOCIATES
 Engineering, LLC

VILLAMAR
 OVERALL SITE
 POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL
 DENNIS L. WOOD, P.E. #17646 (FL) DATE

MASTER
 SITE PLAN

EXHIBIT
 10

SECTION V

Prepared By and Return To

Roy Van Wyk, Esq.
KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314

TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(PHASE 5)

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered as of this ____ day of October 2021, by and between **VILLA MAR FG, LLC**, a Florida limited liability company, whose mailing address is 346 East Central Avenue, Winter Haven, Florida 33880 (“**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 East Livingston Street, 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 that certain parcel of real property located in City of Winter Haven and unincorporated Polk County, Florida, being more particularly described in **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, except as provided in Section 3 of this Agreement. 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”

Signed, sealed and delivered
in the presence of:

VILLA MAR FG, LLC, a Florida
limited liability company

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me physical presence or online
notarization this ___ day of _____, 2021, by _____, as _____ of Villa Mar
FG, LLC.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

[Continue onto next page]

“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: _____

Chairperson, Board of Supervisors

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me physical presence or online
notarization this ___ day of _____, 2021, by Warren K. (Rennie) Heath, II, as Chairperson
of the Board of Supervisors of the Villamar Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

[Continue onto next page]

EXHIBIT A

VILLAMAR PHASE 5 LEGAL DESCRIPTION

A parcel of land being a portion of Sections 14, 15, 22 and 23, Township 29 South, Range 26 East, Polk County, Florida being described as follows:

Commence at 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, a distance of 1338.57 feet to the west line of said Northeast 1/4 of the Northeast 1/4; thence North 00°36'31" West, along said west line, 417.58 feet to the Point of Beginning; thence North 89°38'59" East, 864.74 feet; thence North 00°21'01" West, 25.00 feet; thence North 89°38'59" East, 40.00 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of South 45°21'01" East, and a chord length of 35.36 feet; thence Southeasterly, along the arc of said curve, 39.27 feet; thence North 89°38'59" East, 188.49 feet; thence North 00°21'17" West, 110.00 feet; thence North 89°38'59" East, 313.14 feet; thence South 00°21'01" East, 85.00 feet; thence North 89°38'59" East, 40.00 feet; thence South 00°21'01" East, 19.86 feet; thence North 89°38'59" East, 210.00 feet; thence North 00°21'01" West, 254.86 feet; thence North 89°38'59" East, 810.31 feet; thence North 00°21'01" West, 84.37 feet to the Point of Curvature a curve to the left, having a radius of 25.00 feet, a central angle of 86°39'57", a chord bearing of North 43°40'59" West, and a chord length of 34.31 feet; thence Northwesterly, along the arc of said curve, 37.82 feet; thence North 87°00'58" West, 5.24 feet; thence North 02°59'02" East, 40.00 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 93°20'03", a chord bearing of North 46°19'01" East, and a chord length of 36.37 feet; thence Northeasterly, along the arc of said curve, 40.72 feet; thence North 89°38'59" East, 40.00 feet; thence South 00°21'20" East, 5.08 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 87°33'36", a chord bearing of South 43°46'48" East, and a chord length of 34.59 feet; thence Southeasterly, along the arc of said curve, 38.21 feet to the Point of Compound Curvature of a curve to the left, having a radius of 280.00 feet, a central angle of 02°57'39", a chord bearing of South 89°02'26" East, and a chord length of 14.47 feet; thence Easterly, along the arc of said curve, 14.47 feet; thence North 89°28'44" East, 88.75 feet to a point on the east line of the Northwest 1/4 of the Northwest 1/4 of said Section 23; thence North 00°35'58" West, along said east line, 484.14 feet to a point on the south line of TERRANOVA PHASE IV, according to map thereof recorded in Plat Book 130, Pages 6-7, Public Records of Polk County, Florida; thence South 89°28'44" West, along said south line, 0.47 feet to the west line of said TERRANOVA PHASE IV; thence North 00°11'49" West, along said west line, 76.36 feet; thence departing said west line, South 89°38'59" West, 124.62 feet; thence South 00°21'01" East, 14.75 feet; thence South 89°38'59" West, 409.99 feet; thence North 00°21'01" West, 400.00 feet; thence South 89°38'59" West, 110.00 feet; thence North 00°21'01" West, 33.00 feet; thence South 89°38'59" West, 40.01 feet; thence South 00°21'01" East, 4.99 feet to a point on a curve to the right, having a radius of 20.00 feet, a central angle of 90°02'31", a chord bearing of South 44°37'44" West, and a chord length of 28.29 feet; thence Southwesterly, along the arc of said curve, 31.43 feet; thence South 89°38'59" West, 245.31 feet to a point on a curve to the right, having a radius of 25.00 feet, a central angle of 89°58'53", a chord bearing of North 45°21'01" West, and a chord length of 35.36 feet; thence Northwesterly, along the arc of said curve, 39.27 feet; thence South 89°40'45" West, 80.00 feet to a point on a curve to the right, having a radius of 25.00 feet, a central angle of 90°00'43", a chord bearing of South 44°33'21" West, and a chord length of 35.36 feet; thence Southwesterly, along the arc of said curve, 39.27 feet; thence South 89°38'59" West, 80.04 feet to a point on a curve to the right, having a radius of 25.00 feet, a central angle

of 89°59'21", a chord bearing of North 45°21'01" West, and a chord length of 35.36 feet; thence Northwesterly, along the arc of said curve, 39.27 feet; thence North 00°21'01" West, 1.32 feet; thence South 89°38'59" West, 40.00 feet; thence South 00°21'01" East, 474.33 feet; thence South 89°38'59" West, 96.54 feet to a point on the west line of said Section 14, also being the east line of said Section 15; thence continue South 89°38'59" West, 13.46 feet; thence South 00°21'01" East, 25.29 feet to a point on the south line of said Section 15, also being the north line of said Section 22; thence continue South 00°21'01" East, 214.71 feet; thence South 89°38'59" West, 150.00 feet; thence North 00°21'01" West, 115.84 feet; thence North 46°49'06" East, 29.09 feet to a point on a curve to the right, having a radius of 80.00 feet, a central angle of 16°48'09", a chord bearing of North 34°46'49" West, and a chord length of 23.38 feet; thence Northwesterly, along the arc of said curve, 23.46 feet; thence South 89°38'59" West, 228.79 feet to a point on a curve to the right, having a radius of 150.00 feet, a central angle of 26°55'17", a chord bearing of South 18°33'40" West, and a chord length of 69.83 feet; thence Southerly, along the arc of said curve, 70.48 feet to the Point of Reverse Curvature of a curve to the left, having a radius of 150.00 feet, a central angle of 32°22'19", a chord bearing of South 15°50'09" West, and a chord length of 83.63 feet; thence Southerly, along the arc of said curve, 84.75 feet; thence South 89°38'59" West, 40.00 feet to a point on a curve to the right, having a radius of 190.00 feet, a central angle of 00°26'49", a chord bearing of North 00°07'37" West, and a chord length of 1.48 feet; thence Northerly, along the arc of said curve, 1.48 feet; thence South 89°38'59" West, 110.01 feet; thence North 00°00'57" East, 49.58 feet; thence South 89°57'50" West, 758.38 feet to said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22; thence South 00°36'31" East, along said west line, 733.74 feet to the Point of Beginning.

Parcel containing 50.67 acres, more or less.

SECTION VI



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 16, 2021

VillaMar Community Development District
Governmental Management Services
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of VillaMar Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

VillaMar Community Development District
September 16, 2021
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.

VillaMar Community Development District
September 16, 2021
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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

VillaMar Community Development District
September 16, 2021
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of VillaMar Community Development District's financial statements. Our report will be addressed to the Board of VillaMar Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the VillaMar Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jill Burns. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

VillaMar Community Development District
September 16, 2021
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$3,580, unless the scope of the engagement is changed, the assistance which VillaMar Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by VillaMar Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for VillaMar Community Development District, VillaMar Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

VillaMar Community Development District
September 16, 2021
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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of VillaMar Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. VillaMar Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of VillaMar Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on VillaMar Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, VillaMar Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of VillaMar Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and VillaMar Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

VillaMar Community Development District
September 16, 2021
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett | 6815 Dairy Road
MBA, CPA, CVA, Partner | Zephyrhills, FL 33542
Marci Reutimann | (813) 788-2155
CPA, Partner | (813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, U.S. 813-782-8606 email jbb@baggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 16, 2021)**

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

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**GMS-CF, LLC
6200 LEE VISTA BLVD, SUITE 300
ORLANDO, FL 32822
TELEPHONE: 407-841-5524
EMAIL: JBURNS@GMSCFL.COM**

Auditor: J.W. Gaines

District: VillaMar CDD

By: _____



By: _____

Title: Director

Title: _____

Date: September 16, 2021

Date: _____

SECTION VII

SECTION C

VillaMar CDD Field Management Report



October 21st, 2021

Clayton Smith

Field Services Manager

GMS

Complete

Landscape Review and General Maint

- ✚ Aquatic contract services have begun for the first phases.
- ✚ New post for stop sign at Vittorio and Corso has been ordered and will be installed as soon as it arrives.
- ✚ Monitoring and coordinating with landscaper
- ✚ Review of phase 3 completed. Gathering addendum proposals from landscaper and aquatic contractors.



Complete

Amenity Review

- ✚ Pool entry has switched over fully to keycard access.
- ✚ Pest services have begun at the amenity.
- ✚ Recharged fire extinguisher that was used to vandalize the restrooms.
- ✚ Batteries for lift are being monitored and switched out as needed.



Upcoming

Fence Repairs

- ✚ Fence repair and replacements for storm damaged sections along Cherry Blossom delayed due to material shortages.



Boat launching deterrent

- ✚ Proposal for signage and bollards or delineators to discourage boat launching from amenity parking lot.



Site Items

Areas Being Monitored

- ✚ Pothole repair pending.
- ✚ Sidewalk at Cherry Blossom installed. ADA warning plate pending.
- ✚ Sod missing behind entry sign.
- ✚ Flooding on Vittorio
- ✚ Sod removed for utility work along Cunningham
- ✚ Continued sitework along Cunningham Rd.



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. Thank you.

Respectfully,
Clayton Smith

SECTION 1



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of **Oct 1, 2021**, by and between **VillaMar** of **Winter Haven** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **VillaMar** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **VillaMar** at the following location **Winter Haven** under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on **Oct 1, 2021**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas with a total of **41** visit per year. Weed-eating (line trimming) & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. BUSHOGGING & POND MOWING:

All retention ponds shall be maintained at a set price; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

C. PRUNING & TRIMMING:

Palm Tree trimming **\$35.00 Per Palm. (in contract)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

D. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

E. HORTICULTURAL:

Shrubs- Shall be fertilized 2 times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician 4 times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

F. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

G. MULCHING:

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

H. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly 12 times per year.. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials.

2. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to VillaMar, and not an employee of VillaMar will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

3. INJURIES. Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from VillaMar for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

4. INDEMNIFICATION. Prince and Sons Inc. agrees to indemnify and hold harmless VillaMar from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against VillaMar result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

5. PERSONNEL DRESS CODE: Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

6. ACCOUNT MANAGEMENT: A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between VillaMar and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

7. WARRANTY: Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

8. INSURANCE. Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.

12. TERMS: The term of this agreement shall be for twelve (12) months, commencing on: **Oct 1, 2021**, and terminating on: **Sept 30, 2022**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$4,032.08) Four Thousand Thirty Two Dollars and Eight Cents** per month. As set forth herein on **Exhibit A**. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$48,385.00) Forty Eight Thousand Three Hundred Eighty Five Dollars and Zero Cents**



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

A. CONDITIONS:

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.

PRINCE AND SONS INC.

CUSTOMER (AUTHORIZED SIGNATURE)

Signature Date

Signature Date

Printed Name Title

Printed Name Title

**VillaMar HOA
EXIBIT A**

| | | |
|------------------------|--------------------------------|---------------------|
| Maintenance Base Price | 41 cuts per year | \$ 30,750.00 |
| Retention Pond Mowing | 19 times per year of as needed | \$ 11,400.00 |
| Irrigation Inspection | Once per month | \$ 3,240.00 |
| Horticulture | 4 Turf / 2 Shrubs | \$ 2,050.00 |
| Palm Trimming (27) | Annually | \$ 945.00 |
| | Total Annual Cost | \$ 48,385.00 |
| | Total Monthly Cost | \$ 4,032.08 |



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of **Nov 1, 2021**, by and between **VillaMar** of **Winter Haven** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **VillaMar** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **VillaMar** at the following location **Winter Haven** under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on **Nov 1, 2021**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas with a total of **41** visit per year. Weed-eating (line trimming) & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. BUSHOGGING & POND MOWING:

All retention ponds shall be maintained at a set price; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

C. PRUNING & TRIMMING:

Palm Tree trimming **\$35.00 Per Palm. (in contract)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

D. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

E. HORTICULTURAL:

Shrubs- Shall be fertilized 2 times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician 4 times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

F. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

G. MULCHING:

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

H. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly 12 times per year.. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials.

2. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to VillaMar, and not an employee of VillaMar will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

3. INJURIES. Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from VillaMar for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

4. INDEMNIFICATION. Prince and Sons Inc. agrees to indemnify and hold harmless VillaMar from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against VillaMar result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

5. PERSONNEL DRESS CODE: Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

6. ACCOUNT MANAGEMENT: A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between VillaMar and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

7. WARRANTY: Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

8. INSURANCE. Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and



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enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.

12. TERMS: The term of this agreement shall be for twelve (12) months, commencing on: **Nov 1, 2021**, and terminating on: **Oct 31, 2022**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$4,212.08) Four Thousand Two Hundred Twelve Dollars and Eight Cents** per month. As set forth herein on **Exhibit A**. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$50,545.00) Fifty Thousand Five Hundred Forty Five Dollars and Zero Cents**



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

A. CONDITIONS:

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.

PRINCE AND SONS INC.

CUSTOMER (AUTHORIZED SIGNATURE)

Signature Date

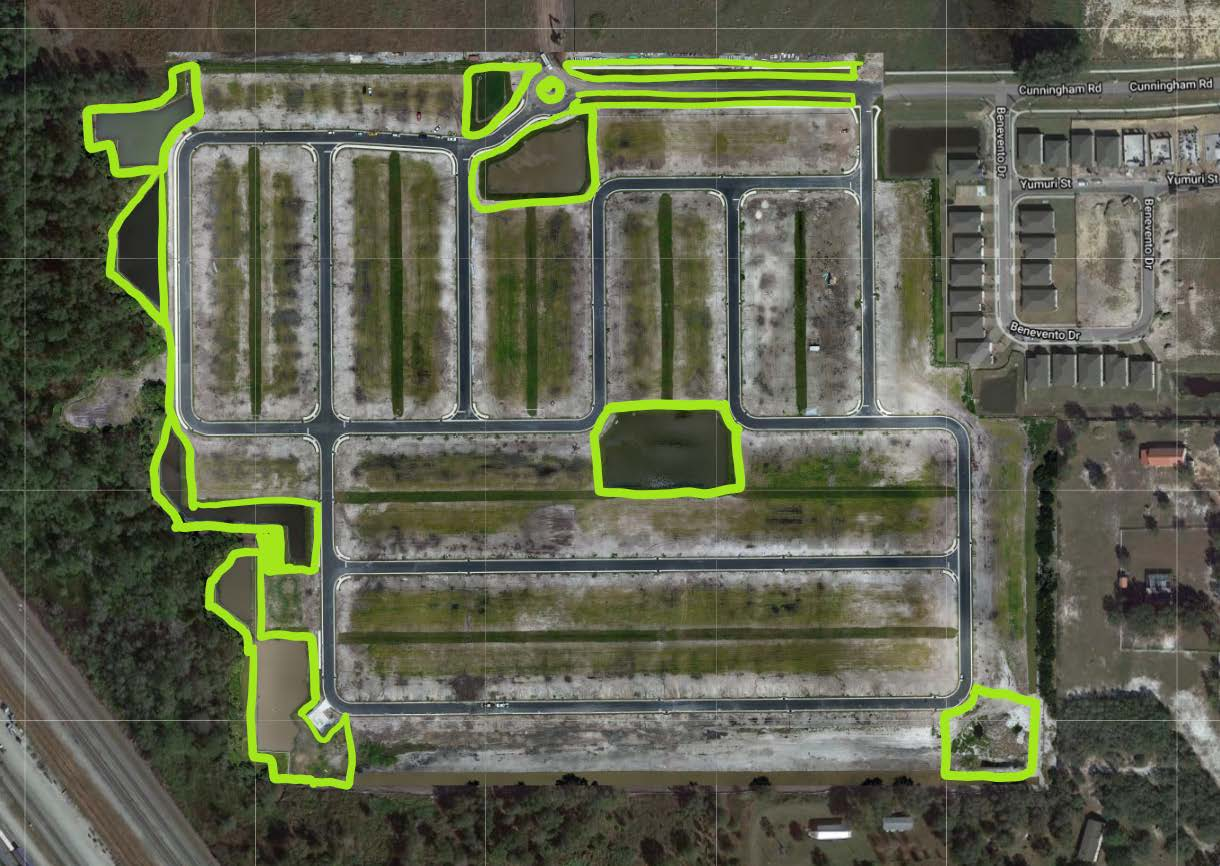
Signature Date

Printed Name Title

Printed Name Title

**VillaMar HOA
EXIBIT A**

| | | |
|------------------------|--------------------------------|---------------------|
| Maintenance Base Price | 41 cuts per year | \$ 30,750.00 |
| Retention Pond Mowing | 19 times per year of as needed | \$ 11,400.00 |
| Irrigation Inspection | Once per month | \$ 5,400.00 |
| Horticulture | 4 Turf / 2 Shrubs | \$ 2,050.00 |
| Palm Trimming (27) | Annually | \$ 945.00 |
| | Total Annual Cost | \$ 50,545.00 |
| | Total Monthly Cost | \$ 4,212.08 |



SECTION 2

Proposal #128



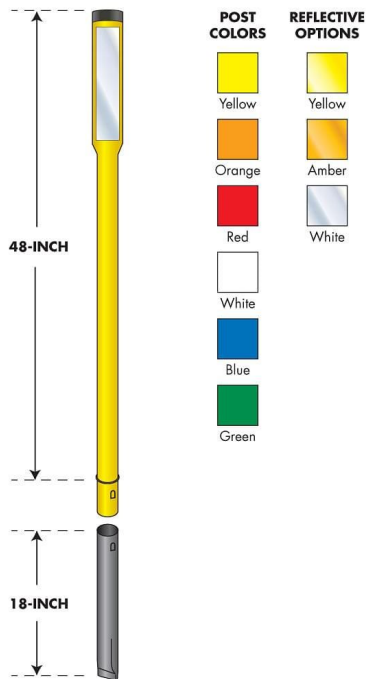
Governmental Management Services

Maintenance
Services

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <p>Bill To/District: VillaMar CDD</p> | <p>Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801</p> |
| <p>Job name and Description</p> | |
| <p><u>Villamar – “No Boat Launching Sign”, and Dilineators</u></p> <ul style="list-style-type: none"> - Proposal is for delivery and installation of a “No Boat Launching” sign and Quantity-6, 36” tall white delineators with white reflectors along the end of the parking lot to discourage the issue. | |

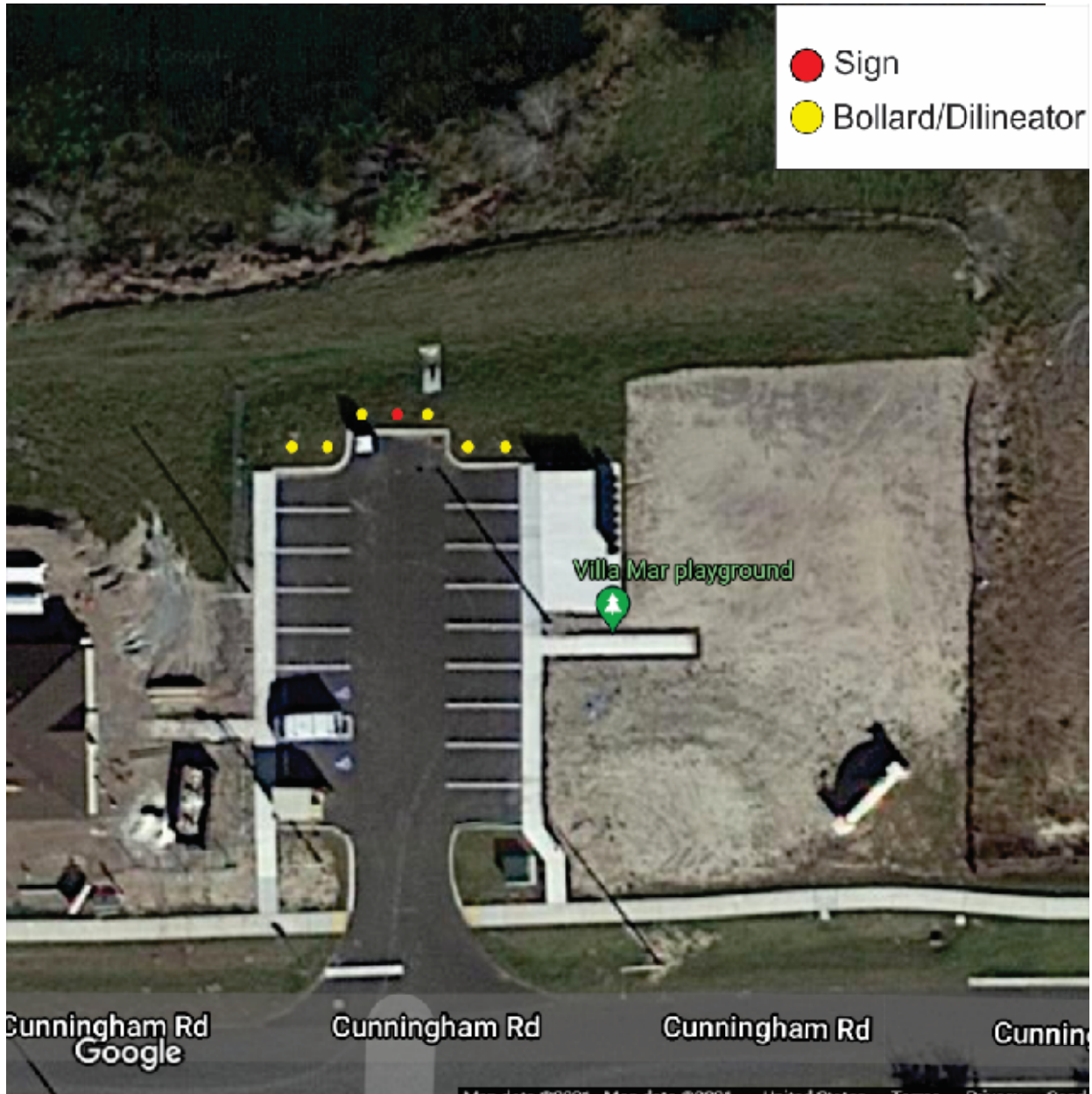
| Qty | Description | Unit Price | Line Total |
|-----|----------------------|------------|------------|
| | Labor & Mobilization | | \$560.00 |
| | Materials | | \$514.40 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total Due: | \$1,074.10 |

Proposal #128



***Please note that 36" is priced and recommended to minimize cost and visual impact to the lake.**

Proposal #128



SECTION 3

*Item will be
provided under
separate cover.*

SECTION D

SECTION 1

VillaMar

Community Development District

Summary of Checks

September 15, 2021 to October 17, 2021

Compl

| Bank | Date | Check No.'s | Amount |
|--------------|----------|-------------|---------------------|
| General Fund | 9/21/21 | 216 | \$ 685.00 |
| | 9/29/21 | 217-225 | \$ 20,920.51 |
| | 10/6/21 | 226 | \$ 66.04 |
| | 10/12/21 | 227 | \$ 175.00 |
| | | | <hr/> |
| | | | \$ 21,846.55 |
| | | | <hr/> |
| | | | \$ 21,846.55 |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---------------------------------------------------------------|--------|-----------|--------------|---------|
| 9/21/21 | 00040 | 8/31/21 | 24084 | 202108 | 330 | 53800 | 48300 | | EXTRA BATTERY/HAND CONTRL G & S POOL SUPPLY INC. | * | 685.00 | 685.00 | 000216 |
| 9/29/21 | 00038 | 8/31/21 | 4039889 | 202108 | 310 | 51300 | 48000 | | LEGAL ADVERTISING-AUG 21 LOCAL IQ | * | 273.03 | 273.03 | 000217 |
| 9/29/21 | 00008 | 9/22/21 | LS092220 | 202109 | 310 | 51300 | 11000 | | SUPERVISOR FEES-09/22/21 LAUREN SCHWENK | * | 200.00 | 200.00 | 000218 |
| 9/29/21 | 00025 | 9/22/21 | PM092220 | 202109 | 310 | 51300 | 11000 | | SUPERVISOR FEES-09/22/21 PATRICK MARONE | * | 200.00 | 200.00 | 000219 |
| 9/29/21 | 00004 | 9/22/21 | RH092220 | 202109 | 310 | 51300 | 11000 | | SUPERVISOR FEES-09/22/21 RENNIE HEATH | * | 200.00 | 200.00 | 000220 |
| 9/29/21 | 00041 | 9/16/21 | PI-A0067 | 202109 | 320 | 53800 | 49000 | | LAKE/POND MAINT - SEP 21 SOLITUDE LAKE MANAGEMENT SERVICES | * | 265.00 | 265.00 | 000221 |
| 9/29/21 | 00031 | 9/01/21 | 20234987 | 202109 | 330 | 57200 | 49000 | | 200 ACCESS CARDS SOUTHEAST WIRING SOLUTIONS, INC | * | 800.00 | 800.00 | 000222 |
| 9/29/21 | 00021 | 9/10/21 | 833577SE | 202109 | 330 | 53800 | 48400 | | 205 CUNNINGHAM RD COMM.CE THE CITY OF WINTER HAVEN | * | 14,186.24 | 14,186.24 | 000223 |
| 9/29/21 | 00019 | 7/23/21 | 6206603 | 202107 | 310 | 51300 | 32300 | | TRUSTEE FEES-SERIES FY21 | * | 929.34 | | |
| | | 7/23/21 | 6206603 | 202107 | 300 | 15500 | 10000 | | TRUSTEE FEES-SERIES FY22 US BANK | * | 2,788.04 | 3,717.38 | 000224 |
| 9/29/21 | 00027 | 9/27/21 | 09272021 | 202109 | 300 | 15500 | 10000 | | PLAYGRND/FUR LEASE-OCT 21 WHFS, LLC | * | 1,078.86 | 1,078.86 | 000225 |
| 10/06/21 | 00042 | 8/18/21 | 08182021 | 202108 | 310 | 51300 | 42000 | | TAX BILL POSTAGE JOE G. TEEDER, TAX COLLECTOR | * | 66.04 | 66.04 | 000226 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|-----------------------------------------------------|------------------------------------|--------|-----------|----------------------------|
| 10/12/21 | 00002 | 10/01/21 85447 | 202110 310-51300-54000 SPECIAL DISTRICT FEE FY22 | DEPARTMENT OF ECONOMIC OPPORTUNITY | * | 175.00 | 175.00 000227 |
| TOTAL FOR BANK A | | | | | | 21,846.55 | |
| TOTAL FOR REGISTER | | | | | | 21,846.55 | |

SECTION 2

VillaMar
Community Development District

Unaudited Financial Reporting
September 30, 2021



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| 5 | <u>Debt Service Fund Series 2020</u> |
| 6 | <u>Capital Projects Fund Series 2019</u> |
| 7 | <u>Capital Projects Fund Series 2020</u> |
| 8 | <u>Capital Projects Fund Series 2021</u> |
| 9-10 | <u>Month to Month</u> |
| 11 | <u>Long Term Debt Report</u> |
| 12 | <u>Assessment Receipt Schedule</u> |

VillaMar
Community Development District
Combined Balance Sheet
September 30, 2021

| | <i>General Fund</i> | <i>Debt Service Fund</i> | <i>Capital Projects Fund</i> | <i>Totals Governmental Funds</i> |
|---------------------------------------------|-------------------------|------------------------------|----------------------------------|--------------------------------------|
| Assets: | | | | |
| Cash: | | | | |
| Operating Account | \$ 9,506 | \$ - | \$ 1,000 | \$ 10,506 |
| Series 2019 | | | | |
| Reserve | \$ - | \$ 205,584 | \$ - | \$ 205,584 |
| Revenue | \$ - | \$ 148,578 | \$ - | \$ 148,578 |
| Prepayment | \$ - | \$ 18,340 | \$ - | \$ 18,340 |
| Construction | \$ - | \$ - | \$ 493,324 | \$ 493,324 |
| Series 2020 | | | | |
| Reserve | \$ - | \$ 368,900 | \$ - | \$ 368,900 |
| Revenue | \$ - | \$ 45,144 | \$ - | \$ 45,144 |
| Interest | \$ - | \$ 0 | \$ - | \$ 0 |
| Construction | \$ - | \$ - | \$ 686,519 | \$ 686,519 |
| Assessments Receivable | \$ - | \$ 75,789 | \$ - | \$ 75,789 |
| Due from Developer | \$ 2,624 | \$ - | \$ 2,890,065 | \$ 2,892,689 |
| Prepaid Expenses | \$ 3,867 | \$ - | \$ - | \$ 3,867 |
| Total Assets | \$ 15,996 | \$ 862,334 | \$ 4,070,909 | \$ 4,949,239 |
| Liabilities: | | | | |
| Accounts Payable | \$ 17,005 | \$ - | \$ - | \$ 17,005 |
| Due to Developer | \$ - | \$ - | \$ 2,480 | \$ 2,480 |
| Contracts Payable | \$ - | \$ - | \$ 3,161,019 | \$ 3,161,019 |
| Retainage Payable | \$ - | \$ - | \$ 488,675 | \$ 488,675 |
| Total Liabilities | \$ 17,005 | \$ - | \$ 3,652,174 | \$ 3,669,178 |
| Fund Balances: | | | | |
| Unassigned | \$ (1,009) | \$ - | \$ - | \$ (1,009) |
| Assigned for Debt Service 2019 | \$ - | \$ 372,501 | \$ - | \$ 372,501 |
| Assigned for Debt Service 2020 | \$ - | \$ 489,833 | \$ - | \$ 489,833 |
| Assigned for Capital Projects 2019 | \$ - | \$ - | \$ 494,324 | \$ 494,324 |
| Assigned for Capital Projects 2020 | \$ - | \$ - | \$ 23,510 | \$ 23,510 |
| Assigned for Capital Projects 2021 | \$ - | \$ - | \$ (99,099) | \$ (99,099) |
| Total Fund Balances | \$ (1,009) | \$ 862,334 | \$ 418,735 | \$ 1,280,061 |
| Total Liabilities & Fund Balance | \$ 15,996 | \$ 862,334 | \$ 4,070,909 | \$ 4,949,239 |

VillaMar

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

| | Adopted Budget | Prorated Budget Thru 09/30/21 | Actual Thru 09/30/21 | Variance |
|---------------------------------------------|-------------------|----------------------------------|-------------------------|-------------------|
| Revenues | | | | |
| Assessments - Tax Roll | \$ 217,984 | \$ 217,984 | \$ 219,425 | \$ 1,441 |
| Assessments - Direct Bill | \$ 82,527 | \$ 82,527 | \$ 82,527 | \$ - |
| Developer Contributions | \$ - | \$ - | \$ 19,224 | \$ 19,224 |
| Boundary Amendment Contribution | \$ - | \$ - | \$ 29,200 | \$ 29,200 |
| Total Revenues | \$ 300,511 | \$ 300,511 | \$ 350,375 | \$ 49,865 |
| Expenditures: | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 12,000 | \$ 12,000 | \$ 8,200 | \$ 3,800 |
| Engineering | \$ 20,000 | \$ 20,000 | \$ - | \$ 20,000 |
| Attorney | \$ 25,000 | \$ 25,000 | \$ 34,309 | \$ (9,309) |
| Annual Audit | \$ 4,000 | \$ 4,000 | \$ 3,475 | \$ 525 |
| Assessment Administration | \$ 6,000 | \$ 6,000 | \$ 5,000 | \$ 1,000 |
| Arbitrage | \$ 1,300 | \$ 1,300 | \$ 900 | \$ 400 |
| Dissemination | \$ 6,000 | \$ 6,000 | \$ 7,375 | \$ (1,375) |
| Trustee Fees | \$ 7,000 | \$ 7,000 | \$ 3,717 | \$ 3,283 |
| Management Fees | \$ 35,000 | \$ 35,000 | \$ 35,000 | \$ (0) |
| Information Technology | \$ 2,350 | \$ 2,350 | \$ 900 | \$ 1,450 |
| Telephone | \$ 250 | \$ 250 | \$ 7 | \$ 243 |
| Postage & Delivery | \$ 850 | \$ 850 | \$ 642 | \$ 208 |
| Insurance | \$ 5,700 | \$ 5,700 | \$ 5,947 | \$ (247) |
| Printing & Binding | \$ 1,000 | \$ 1,000 | \$ 102 | \$ 898 |
| Legal Advertising | \$ 10,000 | \$ 10,000 | \$ 15,187 | \$ (5,187) |
| Other Current Charges | \$ 998 | \$ 998 | \$ 1,039 | \$ (42) |
| Boundary Amendment Expenses | \$ - | \$ - | \$ 19,013 | \$ (19,013) |
| Office Supplies | \$ 500 | \$ 500 | \$ 28 | \$ 472 |
| Travel Per Diem | \$ 550 | \$ 550 | \$ - | \$ 550 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative: | \$ 138,673 | \$ 138,673 | \$ 141,017 | \$ (2,344) |

VillaMar

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

| | Adopted | Prorated Budget | Actual | Variance |
|---------------------------------------------------|-------------------|-------------------|--------------------|--------------------|
| | Budget | Thru 09/30/21 | Thru 09/30/21 | |
| <u>Operations and Maintenance Expenses</u> | | | | |
| Field Expenses | | | | |
| Property Insurance | \$ 5,000 | \$ 5,000 | \$ 2,800 | \$ 2,200 |
| Field Management | \$ 12,500 | \$ 12,500 | \$ 10,000 | \$ 2,500 |
| Landscape Maintenance | \$ 37,960 | \$ 37,960 | \$ 34,458 | \$ 3,502 |
| Landscape Replacement | \$ 7,500 | \$ 7,500 | \$ - | \$ 7,500 |
| Streetlights | \$ 11,340 | \$ 11,340 | \$ 26,444 | \$ (15,104) |
| Electric | \$ 1,620 | \$ 1,620 | \$ 2,123 | \$ (503) |
| Water & Sewer | \$ 648 | \$ 648 | \$ 49,144 | \$ (48,496) |
| Sidewalk & Asphalt Maintenance | \$ 500 | \$ 500 | \$ - | \$ 500 |
| Irrigation Repairs | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| General Repairs & Maintenance | \$ 15,000 | \$ 15,000 | \$ 2,360 | \$ 12,640 |
| Contingency | \$ 5,000 | \$ 5,000 | \$ 265 | \$ 4,735 |
| Amenity Expenses | | | | |
| Amenity - Electric | \$ 10,800 | \$ 10,800 | \$ 6,292 | \$ 4,508 |
| Amenity - Water | \$ 2,880 | \$ 2,880 | \$ 14,186 | \$ (11,306) |
| Playground Lease | \$ 7,875 | \$ 7,875 | \$ 7,552 | \$ 323 |
| Internet | \$ 675 | \$ 675 | \$ 337 | \$ 338 |
| Pest Control | \$ 540 | \$ 540 | \$ - | \$ 540 |
| Janitorial Services | \$ 7,500 | \$ 7,500 | \$ 2,250 | \$ 5,250 |
| Security Services | \$ 7,500 | \$ 7,500 | \$ 600 | \$ 6,900 |
| Pool Maintenance | \$ 14,625 | \$ 14,625 | \$ 8,100 | \$ 6,525 |
| Amenity Repairs & Maintenance | \$ 750 | \$ 750 | \$ 5,875 | \$ (5,125) |
| Contingency | \$ 5,625 | \$ 5,625 | \$ 6,572 | \$ (947) |
| Total Operations and Maintenance Expenses | \$ 160,838 | \$ 160,838 | \$ 179,358 | \$ (18,520) |
| Total Expenditures | \$ 299,511 | \$ 299,511 | \$ 320,375 | \$ (20,864) |
| <u>Other Financing Sources/(Uses)</u> | | | | |
| Capital Reserve Transfer Out | \$ (1,000) | \$ (1,000) | \$ - | \$ (1,000) |
| Total Other Financing Sources (Uses) | \$ (1,000) | \$ (1,000) | \$ - | \$ (1,000) |
| Excess Revenues (Expenditures) | \$ - | \$ - | \$ 30,000 | \$ - |
| Fund Balance - Beginning | \$ - | \$ - | \$ (31,009) | \$ - |
| Fund Balance - Ending | \$ - | \$ - | \$ (1,009) | \$ - |

VillaMar

Community Development District

Debt Service Fund Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

| | Adopted | Prorated Budget | Actual | |
|---------------------------------------------|--------------------|-------------------|---------------------|---------------------|
| | Budget | Thru 09/30/21 | Thru 09/30/21 | Variance |
| Revenues | | | | |
| Assessments | \$ 450,869 | \$ 450,869 | \$ 407,652 | \$ (43,217) |
| Assessments - Lot Closings | \$ - | \$ - | \$ 4,237 | \$ 4,237 |
| Prepayments | \$ - | \$ - | \$ 141,586 | \$ 141,586 |
| Interest | \$ - | \$ - | \$ 36 | \$ 36 |
| Total Revenues | \$ 450,869 | \$ 450,869 | \$ 553,510 | \$ 102,641 |
| Expenditures: | | | | |
| 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) |
| Interest - 8/1 | \$ - | \$ - | \$ 777 | \$ (777) |
| Special Call -8/1 | \$ - | \$ - | \$ 65,000 | \$ (65,000) |
| Total Expenditures | \$ 534,094 | \$ 534,094 | \$ 842,872 | \$ (308,778) |
| Other Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ (205,580) | \$ (205,580) |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ (205,580) | \$ (205,580) |
| Excess Revenues (Expenditures) | \$ (83,225) | | \$ (494,941) | |
| Fund Balance - Beginning | \$ 293,473 | | \$ 867,443 | |
| Fund Balance - Ending | \$ 210,248 | | \$ 372,501 | |

VillaMar

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

| | Adopted | Prorated Budget | Actual | |
|---------------------------------------------|-------------------|-------------------|-------------------|---------------|
| | Budget | Thru 09/30/21 | Thru 09/30/21 | Variance |
| Revenues | | | | |
| Assessments | \$ 120,934 | \$ 120,934 | \$ 33,598 | \$ (87,336) |
| Assessments - Lot Closings | \$ - | \$ - | \$ 87,315 | \$ - |
| Prepayments | \$ - | \$ - | \$ - | \$ 87,315 |
| Interest | \$ - | \$ - | \$ 20 | \$ 20 |
| Total Revenues | \$ 120,934 | \$ 120,934 | \$ 120,933 | \$ (1) |
| Expenditures: | | | | |
| Interest - 5/1 | \$ 105,482 | \$ 105,482 | \$ 105,482 | \$ 0 |
| Total Expenditures | \$ 105,482 | \$ 105,482 | \$ 105,482 | \$ 0 |
| Other Sources/(Uses) | | | | |
| Bond Proceeds | \$ 474,382 | \$ 474,382 | \$ 474,382 | \$ (0) |
| Transfer In/(Out) | \$ - | \$ - | \$ 0 | \$ (0) |
| Total Other Financing Sources (Uses) | \$ 474,382 | \$ 474,382 | \$ 474,382 | \$ (0) |
| Excess Revenues (Expenditures) | \$ 489,834 | | \$ 489,833 | |
| Fund Balance - Beginning | \$ - | | \$ - | |
| Fund Balance - Ending | \$ 489,834 | | \$ 489,833 | |

VillaMar

Community Development District

Capital Projects Fund Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

| | Adopted | | Prorated Budget | | Actual | | Variance |
|---------------------------------------------|-----------|----------|-----------------|----------|---------------------|-----------|----------------|
| | Budget | | Thru 09/30/21 | | Thru 09/30/21 | | |
| Revenues | | | | | | | |
| Developer Contributions | \$ | - | \$ | - | \$ 738,255 | \$ | 738,255 |
| Interest | \$ | - | \$ | - | \$ 0 | \$ | 0 |
| Total Revenues | \$ | - | \$ | - | \$ 738,255 | \$ | 738,255 |
| Expenditures: | | | | | | | |
| Capital Outlay | \$ | - | \$ | - | \$ (18,400) | \$ | 18,400 |
| Total Expenditures | \$ | - | \$ | - | \$ (18,400) | \$ | 18,400 |
| Other Financing Sources/(Uses) | | | | | | | |
| Transfer In/(Out) | \$ | - | \$ | - | \$ 205,580 | \$ | 205,580 |
| Total Other Financing Sources (Uses) | \$ | - | \$ | - | \$ 205,580 | \$ | 205,580 |
| Excess Revenues (Expenditures) | \$ | - | | | \$ 962,235 | | |
| Fund Balance - Beginning | \$ | - | | | \$ (467,911) | | |
| Fund Balance - Ending | \$ | - | | | \$ 494,324 | | |

VillaMar

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

| | Adopted | | Prorated Budget | | Actual | Variance |
|---------------------------------------------|-----------|----------|-----------------|----------|---------------------|-----------------------|
| | Budget | | Thru 09/30/21 | | Thru 09/30/21 | |
| Revenues | | | | | | |
| Developer Contributions | \$ | - | \$ | - | \$ 1,035,055 | \$ 1,035,055 |
| Interest | \$ | - | \$ | - | \$ 157 | \$ 157 |
| Total Revenues | \$ | - | \$ | - | \$ 1,035,213 | \$ 1,035,213 |
| Expenditures: | | | | | | |
| Capital Outlay | \$ | - | \$ | - | \$ 6,528,745 | \$ (6,528,745) |
| Capital Outlay-COI | \$ | - | \$ | - | \$ 314,225 | \$ (314,225) |
| Total Expenditures | \$ | - | \$ | - | \$ 6,842,970 | \$ (6,842,970) |
| Other Financing Sources/(Uses) | | | | | | |
| Bond Proceeds | \$ | - | \$ | - | \$ 6,025,618 | \$ 6,025,618 |
| Transfer In/(Out) | \$ | - | \$ | - | \$ (0) | \$ (0) |
| Total Other Financing Sources (Uses) | \$ | - | \$ | - | \$ 6,025,618 | \$ 6,025,618 |
| Excess Revenues (Expenditures) | \$ | - | | | \$ 217,861 | |
| Fund Balance - Beginning | \$ | - | | | \$ (194,351) | |
| Fund Balance - Ending | \$ | - | | | \$ 23,510 | |

VillaMar

Community Development District Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2021

| | Adopted Budget | Prorated Budget Thru 09/30/21 | Actual Thru 09/30/21 | Variance |
|---------------------------------------|-------------------|----------------------------------|-------------------------|-----------------------|
| Revenues | | | | |
| Developer Advances | \$ - | \$ - | \$ 2,095,166 | \$ 2,095,166 |
| Total Revenues | \$ - | \$ - | \$ 2,095,166 | \$ 2,095,166 |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ 2,189,742 | \$ (2,189,742) |
| Capital Outlay-COI | \$ - | \$ - | \$ 4,523 | \$ (4,523) |
| Total Expenditures | \$ - | \$ - | \$ 2,194,265 | \$ (2,194,265) |
| Excess Revenues (Expenditures) | \$ - | \$ - | \$ (99,099) | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ (99,099) | |

VillaMar
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|---------------------------------------------|------------------|------------------|-------------------|------------------|------------------|------------------|-----------------|------------------|------------------|------------------|-----------------|-------------------|-------------------|
| Revenues | | | | | | | | | | | | | |
| Assessments - Tax Roll | \$ - | \$ 1,981 | \$ 173,276 | \$ 5,337 | \$ 5,405 | \$ 31,319 | \$ 1,399 | \$ - | \$ 708 | \$ - | \$ - | \$ - | \$ 219,425 |
| Assessments - Direct Bill | \$ - | \$ 41,263 | \$ - | \$ - | \$ 20,632 | \$ - | \$ - | \$ - | \$ - | \$ 20,632 | \$ - | \$ - | \$ 82,527 |
| Developer Contributions | \$ - | \$ - | \$ 19,224 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 19,224 |
| Boundary Amendment Contribution | \$ - | \$ - | \$ 1,717 | \$ 11,345 | \$ - | \$ 7,882 | \$ 5,631 | \$ - | \$ - | \$ - | \$ - | \$ 2,624 | \$ 29,200 |
| Total Revenues | \$ - | \$ 43,244 | \$ 194,217 | \$ 16,682 | \$ 26,037 | \$ 39,202 | \$ 7,029 | \$ - | \$ 708 | \$ 20,632 | \$ - | \$ 2,624 | \$ 350,375 |
| Expenditures: | | | | | | | | | | | | | |
| <u>General & Administrative:</u> | | | | | | | | | | | | | |
| Supervisor Fees | \$ 600 | \$ 1,200 | \$ 600 | \$ 600 | \$ - | \$ 800 | \$ 1,400 | \$ 600 | \$ - | \$ 1,200 | \$ 600 | \$ 600 | \$ 8,200 |
| Engineering | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Attorney | \$ 1,444 | \$ 2,974 | \$ 2,045 | \$ 3,641 | \$ 2,380 | \$ 1,714 | \$ 5,100 | \$ 3,150 | \$ 1,111 | \$ 4,394 | \$ 3,313 | \$ 3,044 | \$ 34,309 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,475 | \$ - | \$ - | \$ 3,475 |
| Assessment Administration | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,000 |
| Arbitrage | \$ 450 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 450 | \$ - | \$ - | \$ 900 |
| Dissemination | \$ 917 | \$ 417 | \$ 417 | \$ 792 | \$ 542 | \$ 542 | \$ 542 | \$ 792 | \$ 792 | \$ 542 | \$ 542 | \$ 542 | \$ 7,375 |
| Trustee Fees | \$ 2,788 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 929 | \$ - | \$ - | \$ 3,717 |
| Management Fees | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 35,000 |
| Information Technology | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 75 | \$ 900 |
| Telephone | \$ 7 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7 |
| Postage & Delivery | \$ 36 | \$ 63 | \$ 65 | \$ 16 | \$ 11 | \$ 15 | \$ 111 | \$ 36 | \$ 32 | \$ 31 | \$ 168 | \$ 57 | \$ 642 |
| Insurance | \$ 5,947 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,947 |
| Printing & Binding | \$ - | \$ 4 | \$ 10 | \$ 9 | \$ 5 | \$ 4 | \$ 9 | \$ 9 | \$ 4 | \$ 17 | \$ 24 | \$ 7 | \$ 102 |
| Legal Advertising | \$ 3,792 | \$ 452 | \$ - | \$ 1,110 | \$ 421 | \$ 909 | \$ 421 | \$ 421 | \$ 5,529 | \$ 1,859 | \$ 273 | \$ - | \$ 15,187 |
| Other Current Charges | \$ - | \$ 265 | \$ 120 | \$ 121 | \$ 121 | \$ 120 | \$ 121 | \$ 36 | \$ 38 | \$ 44 | \$ 39 | \$ 15 | \$ 1,039 |
| Boundary Amendment Expenses | \$ 2,778 | \$ 231 | \$ 916 | \$ 4,092 | \$ 2,644 | \$ 5,631 | \$ 2,308 | \$ 414 | \$ - | \$ - | \$ - | \$ - | \$ 19,013 |
| Office Supplies | \$ - | \$ 3 | \$ 3 | \$ 3 | \$ 3 | \$ 1 | \$ 3 | \$ 5 | \$ 3 | \$ 0 | \$ 3 | \$ 3 | \$ 28 |
| Travel Per Diem | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total General & Administrative: | \$ 26,925 | \$ 8,600 | \$ 7,167 | \$ 13,373 | \$ 12,727 | \$ 13,006 | \$ 8,455 | \$ 10,502 | \$ 15,932 | \$ 7,954 | \$ 7,259 | \$ 141,017 | |

VillaMar
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--------------------------------------------------|--------------------|------------------|-------------------|------------------|------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| Operations and Maintenance Expenses | | | | | | | | | | | | | |
| Field Expenses | | | | | | | | | | | | | |
| Property Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,800 | \$ - | \$ - | \$ - | \$ - | \$ 2,800 |
| Field Management | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 1,250 | \$ 1,250 | \$ 1,250 | \$ 1,250 | \$ 10,000 |
| Landscape Maintenance | \$ 2,330 | \$ 2,330 | \$ 2,330 | \$ 2,330 | \$ 2,330 | \$ 2,330 | \$ 2,330 | \$ 3,630 | \$ 3,630 | \$ 3,630 | \$ 3,630 | \$ 3,630 | \$ 34,458 |
| Landscape Replacement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Streetlights | \$ - | \$ - | \$ 103 | \$ - | \$ 1,411 | \$ 2,454 | \$ 3,621 | \$ 3,744 | \$ 3,768 | \$ 3,781 | \$ 3,781 | \$ 3,781 | \$ 26,444 |
| Electric | \$ 1,616 | \$ 52 | \$ 118 | \$ - | \$ - | \$ 45 | \$ 46 | \$ 48 | \$ 48 | \$ 48 | \$ 49 | \$ 54 | \$ 2,123 |
| Water & Sewer | \$ 64 | \$ 64 | \$ 134 | \$ - | \$ - | \$ 7 | \$ 37,091 | \$ 64 | \$ 64 | \$ 6,741 | \$ 2,872 | \$ 2,044 | \$ 49,144 |
| Sidewalk & Asphalt Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Irrigation Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| General Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 834 | \$ 665 | \$ 46 | \$ 115 | \$ 140 | \$ 560 | \$ 2,360 |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 265 | \$ 265 |
| Amenity Expenses | | | | | | | | | | | | | |
| Amenity - Electric | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,471 | \$ 1,483 | \$ 1,162 | \$ 1,123 | \$ 1,053 | \$ 6,292 |
| Amenity - Water | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14,186 | \$ 14,186 |
| Playground Lease | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,079 | \$ 1,079 | \$ 1,079 | \$ 1,079 | \$ 1,079 | \$ 1,079 | \$ 1,079 | \$ 7,552 |
| Internet | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 101 | \$ 237 | \$ 337 |
| Pest Control | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Janitorial Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 450 | \$ 450 | \$ 450 | \$ 450 | \$ 450 | \$ 2,250 |
| Security Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 600 | \$ - | \$ - | \$ - | \$ - | \$ 600 |
| Pool Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,350 | \$ 1,350 | \$ 1,350 | \$ 1,350 | \$ 1,350 | \$ 1,350 | \$ 8,100 |
| Amenity Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 240 | \$ 320 | \$ 115 | \$ 3,221 | \$ 1,979 | \$ 5,875 |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 280 | \$ - | \$ 6,292 | \$ 6,572 |
| Total Operations and Maintenance Expenses | \$ 4,635 | \$ 3,071 | \$ 3,311 | \$ 2,955 | \$ 4,366 | \$ 6,539 | \$ 46,976 | \$ 16,765 | \$ 13,489 | \$ 20,000 | \$ 19,044 | \$ 38,208 | \$ 179,358 |
| Total Expenditures | \$ 31,560 | \$ 11,670 | \$ 10,478 | \$ 16,328 | \$ 4,366 | \$ 19,265 | \$ 59,983 | \$ 25,220 | \$ 23,990 | \$ 35,932 | \$ 26,998 | \$ 45,467 | \$ 320,375 |
| Other Financing Sources/(Uses) | | | | | | | | | | | | | |
| Capital Reserve Transfer Out | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Excess Revenues (Expenditures) | \$ (31,560) | \$ 31,574 | \$ 183,739 | \$ 354 | \$ 21,671 | \$ 19,936 | \$ (52,953) | \$ (25,220) | \$ (23,282) | \$ (15,300) | \$ (26,998) | \$ (42,843) | \$ 30,000 |

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 | 50% MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$205,580 | |
| RESERVE FUND BALANCE | \$205,584 | |
| 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) |
| LESS: SPECIAL CALL - 8/1/21 | | (\$65,000) |
| CURRENT BONDS OUTSTANDING | | \$6,360,000 |

| 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 |
| CURRENT BONDS OUTSTANDING | | \$6,500,000 |

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 |
| 06/15/21 | ACH | \$2,005.53 | (\$41.32) | \$60.16 | \$0.00 | \$2,024.37 | \$708.36 | \$1,316.01 | \$2,024.37 |
| | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | | \$ 663,208.70 | \$ (12,933.26) | \$ (23,243.96) | \$ 45.01 | \$ 627,076.49 | \$ 219,424.66 | \$ 407,651.83 | \$ 627,076.49 |

| | |
|--------------------|-------------------------------------|
| 100% | Net Percent Collected |
| \$ 2,580.79 | Balance Remaining to Collect |

DIRECT BILL ASSESSMENTS

| Date Received | | Due Date | | Check Number | Net Assessed | Amount Received | General Fund |
|----------------------------------|--|----------|--|--------------|---------------------|---------------------|---------------------|
| Highland Cassidy, LLC 2020-01 | | | | | | | |
| | | | | | Net Assessments | \$82,526.89 | \$82,526.89 |
| 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 |
| 7/16/21 | | 5/1/21 | | 1053 | \$20,631.72 | \$20,631.72 | \$20,631.72 |
| | | | | | \$ 82,526.89 | \$ 82,526.89 | \$ 82,526.89 |

SECTION 3

| Requisition | Payee/Vendor | Amount |
|-------------|------------------------------------------|----------------------|
| 87 | VMar Dev, LLC | \$ 3,000.00 |
| 88 | Danielle Fence | \$ 26,147.70 |
| 89 | Horner Environmental Professionals, Inc. | \$ 1,550.00 |
| 90 | KE Law Group | \$ 413.45 |
| 91 | Leading Edge Land Services, Inc. | \$ 1,960.25 |
| 92 | Wood & Associates Engineering, Inc. | \$ 120.00 |
| 93 | VMar Dev, LLC | \$ 3,000.00 |
| 94 | Danielle Fence Mfg. Co., Inc. | \$ 5,683.20 |
| 95 | Ferguson Waterworks | \$ 828.25 |
| 96 | QGS Development, inc. | \$ 224,080.80 |
| 97 | Wood & Associates Engineering, Inc. | \$ 7,500.00 |
| | TOTAL | \$ 274,283.65 |