

*VillaMar*  
*Community Development District*

*Meeting Agenda*

*March 17, 2022*

# AGENDA

# ***VillaMar***

## ***Community Development District***

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219 E. Livingston St., Orlando, Florida 32801

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

March 10, 2022

**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, March 17, 2022, 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/89351049975>

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

**Meeting ID:** 893 5104 9975

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 17, 2022 Board of Supervisors Meeting
4. Consideration of Resolution 2022-06 Supplemental Assessment Resolution
5. Consideration of Developer Agreements for Series 2022:
  - A. Phase 3
    - i. True-Up Agreement
    - ii. Acquisition Agreement
    - iii. Completion Agreement
    - iv. Collateral Assignment Agreement
    - v. Declaration of Consent
  - B. Phase 4
    - i. True-Up Agreement
    - ii. Acquisition Agreement

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

- iii. Completion Agreement
  - iv. Collateral Assignment Agreement
  - v. Declaration of Consent
- 6. Consideration of Notice of Special Assessments for Phase 3 and Phase 4
- 7. Consideration of Resolution 2022-07 Authorizing the Use of Electronic Documents and Signatures
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
    - iii. Ratification of Kearney CO #11 for Phase 4
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. 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 Thursday, **February 17, 2022** at 10:02 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

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

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk <i>via Zoom</i>	KE Law Group
Marshall Tindall	GMS
Ashton Bligh	Greenberg
Bob Gang	Greenberg

*The following is a summary of the discussions and actions taken at the February 17, 2022 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 there were three Supervisors present, constituting a quorum. One Supervisor participated via Zoom.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated there were no members of the public present or joining via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the January 20, 2022 Board of Supervisors Meeting**

Ms. Burns presented the January 20, 2022 Board of Supervisors meeting. She asked if there were any corrections to the minutes. Hearing none, she asked for a motion of approval.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Minutes of the January 20, 2022 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Presentation and Approval of  
Supplemental Assessment Methodology  
for Series 2022 Assessment Areas**

Ms. Burns noted this report supplements the amended and restated Master Assessment Methodology that was approved in July of 2021. The report allocates debt to the properties based on the benefits received from each of the Series 2022 projects. She reviewed the tables which includes Phase 3 and has 140 single family homes and Phase 4 has 200 single family lots for a total of 340 lots in the 2022 Assessment Area. There are two separate construction funds and two separate project areas. The Phase 3 project is \$3,775,000 and Phase 4 is \$5,849,000. The bond sizing for Phase 3 is \$3,025,000 and Phase 4 bond sizing is \$4,325,000. The par debt per unit for Phase 3 is \$21,607 and Phase 4 is \$21,625. The net and gross annual debt assessment is \$1,250 for Phase 3 and 4. Phase 3 is owned by Clayton Property and Phase 4 is VMAR Development, LLC. She noted the assessments are fairly and reasonably apportioned across the product types and the benefit is equal to or in excess of the burden placed them by the assessments. She added the report is consistent with the Master Methodology report previously adopted by the Board.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Supplemental Assessment Methodology for Series 2022 Assessment Areas, was approved.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2022-04  
Delegation Resolution (Series 2022 Phase  
3 and Phase 4)**

Ms. Bligh noted that the delegation resolution was contemplated when the Board adopted the amendment authorizing the resolution in 2018, which increased the bond amount that the District is authorized to issue at \$50,000,000. This resolution contains documents that will sell two series of bonds, Phase 3 and Phase 4. She reviewed the attachments. She pointed out Section 4 and 5 which reflect a public offering is not required. The interest rate will not exceed what is allowed by Florida law. The aggregate principal amount for Phase 3 bonds shall not exceed

\$4,000,000 and the Phase 4 bonds shall not exceed \$5,500,000 (The document is incorrect, and she will correct this to \$5,500,000). These bonds will have a final maturity not later than the maximum term allowed by Florida law. The price at which the bonds will be sold for the underwriter shall not be less than 98% of the aggregate face amount of the Series 2022 bonds.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2022-04 Delegation Resolution (Series 2022 Phase 3 and 4), was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Letter from FMS Bonds for Series 2022 Underwriting Services**

Ms. Burns noted this letter is included in the package and she asked for approval.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Letter from FMS Bonds for Series 2022 Underwriting Services, was approved.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Equipment/Lease Purchase Agreement for Pool Shade *(to be provided under separate cover)***

Ms. Burns presented the agreement for the pool shade. She noted this is standard form for lease for pool furniture and other structures. The amount approved by the Board is \$59,999. She added the payment schedule is included and will accrue interest from now until December when the District can begin payments. It is financed with WHFS.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Equipment Lease Purchase Agreement for Pool Shade, was approved subject to counsel review.

#### **EIGHTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. Attorney**

Mr. Van Wyk had nothing to report for the Board, so the next item followed.

##### **B. Engineer**

There being none, the next item followed.

**C. Field Manager's Report**

Mr. Tindall presented the field manager's report to the Board which can be found in the agenda package. Completed and upcoming projects include the site review, landscaping updates, pond review and clean-up, palm replacement, facility clean-up, restroom locked due to vandalism, Column repairs, and sidewalk and sign repairs. Landscaping start dates were discussed. The addendum for pricing with Prince was reviewed and was approved.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Addendum from Prince for Phase 3, was approved.

**D. District Manager's Report****i. Approval of the Check Register**

Ms. Burns presented the check register through January 31, 2022 for \$30,574.06. She asked for any questions or comments, and hearing none, asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns presented the unaudited financials and there was no Board action for this item.

**iii. Ratification of Series 2020 Requisitions #114 and #115**

Ms. Burns stated that these had been verified by staff and the District engineer and asked for a motion to ratify.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Series 2020 Requisitions #114 and #115, were ratified.

**NINTH ORDER OF BUSINESS****Other Business**

There being no other business, the next item followed.

**TENTH ORDER OF BUSINESS****Supervisors Requests and Audience Comments**

Ms. Burns asked if there were any supervisors requests or audience comments. Clarification was made on the shade structure covered areas. There was a question on the Cunningham split railing fence and getting consistent materials. Mr. Tindall noted he would do a site visit to review.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## **RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2022 (PHASE 3 PROJECT) AND SPECIAL ASSESSMENT BONDS, SERIES 2022 (PHASE 4 PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF ASSESSMENT AREA 3 IMPROVEMENTS AND ASSESSMENT AREA 4 IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SPECIAL ASSESSMENT BONDS SERIES 2022 (PHASE 3 PROJECT) AND SPECIAL ASSESSMENT BONDS SERIES 2022 (PHASE 4 PROJECT); PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF ASSESSMENT AREA 3 SPECIAL ASSESSMENTS AND OF A NOTICE OF ASSESSMENT AREA 4 ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the District's Board of Supervisors ("Board") has previously adopted, after notice and public hearing, Resolution Nos. 2019-32 and 2021-17, relating to the imposition, levy, collection, and enforcement of such special assessments on Phase 3 and Phase 4, respectively; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2019-32 and 2021-17 (together, the "Assessment Resolutions"), this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue;

**WHEREAS**, on February 28, 2022, the District entered into a Bond Purchase Contract whereby it agreed to sell \$3,040,000 of its Special Assessment Bonds, Series 2022 (Phase 3 Project) (the "Phase 3 Bonds"), and \$4,295,000 of its Special Assessment Bonds, Series 2022 (the "Phase 4 Bonds" and, together with the Phase 3 Bonds, the "Series 2022 Bonds"); and



**WHEREAS**, pursuant to and consistent with the Assessment Resolutions, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and to confirm the liens of the levy of special assessments securing the Series 2022 Bonds.

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

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

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

(a) On February 6, 2019 and July 20, 2021, the District, after due notice and public hearing, adopted the Assessment Resolutions, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. The Assessment Resolutions provide that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The VillaMar Community Development *Amended and Restated Master Engineer's Report for Capital Improvements*, dated February 15, 2022 attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the presently expected components of the infrastructure improvements for Phase 3 Assessment Area Project (the "Phase 3 Project") and Phase 4 Assessment Area Project (the "Phase 4 Project") to be financed all or in part with the Series 2022 Bonds (the Phase 3 Project together with the Phase 4 Project the "Improvements"), and the estimated costs of the Phase 3 Project as \$3,775,000 and the estimated costs of the Assessment Area Four A Project as \$6,741,000. The District hereby confirms that the Phase 3 Project and the Phase 4 Project serve a proper, essential, and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The *Supplemental Assessment Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the adopted *Amended and Restated Master Assessment Methodology for the VillaMar Community Development District*, dated July 20, 2021 (the "Master Report"), to the Improvements and the actual terms of the Series 2022 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Phase 3 Project will specially benefit certain property within the Phase 3 Assessment Area of the District, a legal description of which is attached hereto as **Exhibit C** (the “Phase 3 Lands”). It is reasonable, proper, just and right to assess the portion of the costs of the Phase 3 Project financed with the Phase 3 Bonds to the specially benefited properties within the District as set forth in Resolution 2019-32 and this Resolution.

(e) The Phase 4 Project will specially benefit certain property within the Phase 4 Assessment Area of the District, a legal description of which is attached hereto as **Exhibit D** (the “Phase 4 Lands”). It is reasonable, proper, just and right to assess the portion of the costs of the Phase 4 Project financed with the Phase 4 Bonds to the specially benefited properties within the District as set forth in Resolution 2021-17, and this Resolution.

**SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS.** As provided in the Assessment Resolutions, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the liens of the special assessments securing those bonds. The Phase 3 Bonds and the Phase 4 Bonds are separately secured. The Phase 3 Bonds, in a par amount of \$3,040,000 and the Phase 4 Bonds, in a par amount of \$4,295,000 shall bear such rates of interest and maturity as shown on **Composite Exhibit E** attached hereto. The final payment on the Phase 3 Bonds shall be due on November 1, 2051. The final payment on the Phase 4 Bonds shall be due on November 1, 2052. The estimated sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit F**. The debt service due on each series of the Series 2022 Bonds is set forth on **Composite Exhibit G** attached hereto.

(a) The lien of the special assessments securing the Phase 3 Bonds on the Phase 3 Lands (the “Phase 3 Assessments”) shall be the principal amount due on the Phase 3 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Phase 3 Bonds are secured solely by the lien against the Phase 3 Lands.

(b) The lien of the special assessments securing the Phase 4 Bonds on the Phase 4 Lands (“the “Phase 4 Assessments”), shall be the principal amount due on the Phase 4 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Phase 4 Bonds are secured solely by the lien against the Phase 4 Lands.

**SECTION 4. ALLOCATION OF ASSESSMENTS SECURING Series 2022 Bonds.**

(a) The special assessments for the Series 2022 Bonds shall be allocated in accordance with **Exhibit B**, which allocation may initially be on an acreage basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the District’s Master Report. The Supplemental Assessment Methodology, considered herein, reflects the actual terms of the issuance of the District’s Series 2022 Bonds. The estimated costs of collection of the special assessments for the Series 2022 Bonds are as set forth in the Supplemental Assessment Methodology.

(b) The lien of the special assessments securing the Phase 3 Bonds includes all property within the Phase 3 Lands, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

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

(d) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture and the Third and Fourth Supplemental Trust Indentures, the District shall begin annual collection of special assessments in November of 2022, for the Phase 3 Bonds debt service payments due on November 1, 2022, and November 1, 2022, for the Phase 4 Bonds due on May 1 of 2023, using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Composite Exhibit G**. The Phase 3 Bonds include an amount for capitalized interest through November 1, 2022. The Phase 4 Bonds do not include an amount for capitalized interest.

(e) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Phase 3 Assessments and Phase 4 Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, Florida Statutes. The District intends, to the extent possible, to directly bill, collect and enforce the Assessment Area Three Assessments and Assessment Area Four Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, Florida Statutes. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

**SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.** Pursuant to Assessment Resolutions there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2022 Bonds shall be allocated as set forth in the Assessment Resolutions, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the True-Up process set forth in Section 8 of Assessment Resolutions.

(a) Based on the final par amount of \$3,040,000 in Phase 3 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Phase 3 Bonds only to the credit of the Phase 3 Bonds. All True-Up payments, as well as all other prepayments

of assessments, shall be deposited into the accounts specified in the Third Supplemental Indenture, dated as of March 1, 2022, governing the Phase 3 Bonds.

(b) Based on the final par amount of \$4,295,000 in Phase 4 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Phase 4 Bonds only to the credit of the Phase 4 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Fourth Supplemental Indenture, dated as of March 1, 2022, governing the Phase 4 Bonds.

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

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

**SECTION 8. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a Notice of Phase 3 Special Assessments securing the Phase 3 Bonds and a Notice of Phase 4 Special Assessment securing the Phase 4 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

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

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

*[Remainder of page left blank]*

**APPROVED** and **ADOPTED** this 17<sup>th</sup> day of March, 2022.

ATTEST:

**VILLAMAR COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary

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Chairperson/Vice Chairperson,  
Board of Supervisors

- Exhibit A: *Amended and Restated Master Engineer's Report for Capital Improvements*, dated February 15, 2022
- Exhibit B: *Supplemental Assessment Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022
- Exhibit C: Legal Description of Phase 3 Lands
- Exhibit D: Legal Description of Phase 4 Lands
- Exhibit E: Maturities and Coupons of Series 2022 Bonds
- Exhibit F: Sources and Uses of Funds for Series 2022 Bonds
- Exhibit G: Annual Debt Service Payment Due on Series 2022 Bonds

**EXHIBIT A**  
Engineer's Report

**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**

**February 15, 2022**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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



## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.



## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

**PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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**

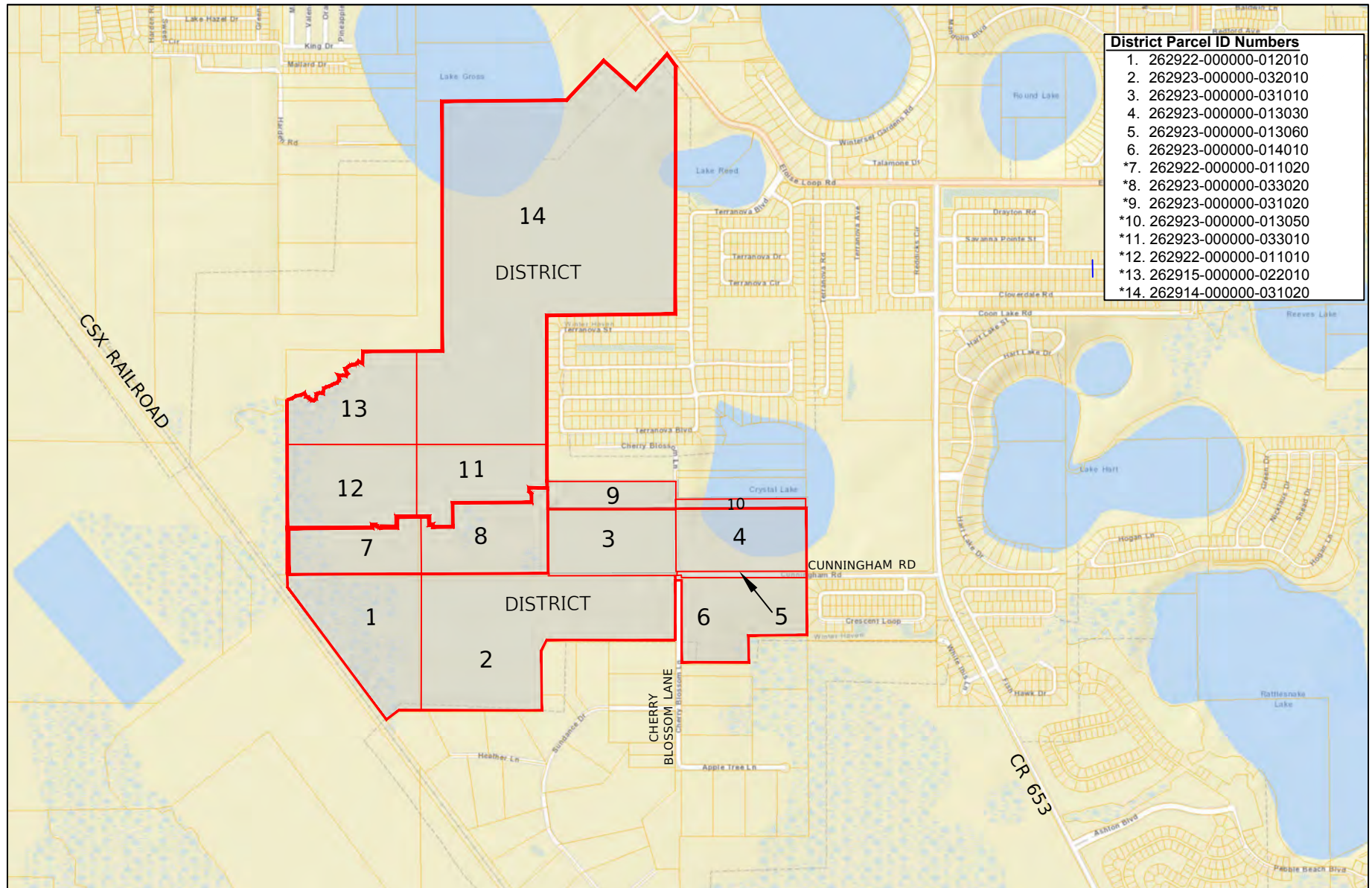
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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

## EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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

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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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





**AND**

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

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

PAGE 3 OF 5



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



**AND**

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

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

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

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

PAGE 4 OF 5



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

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

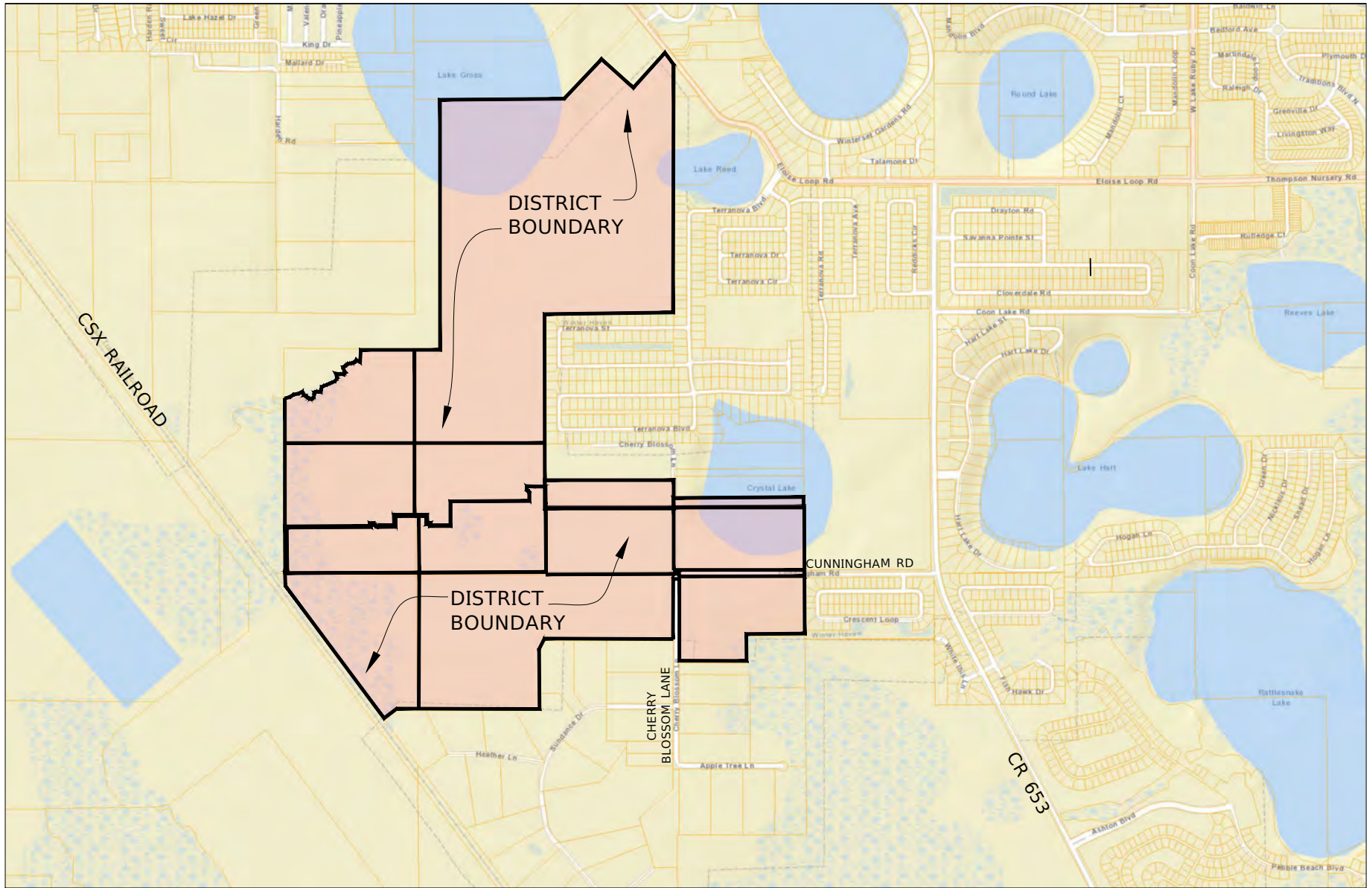
**CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.**

PAGE 5 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED



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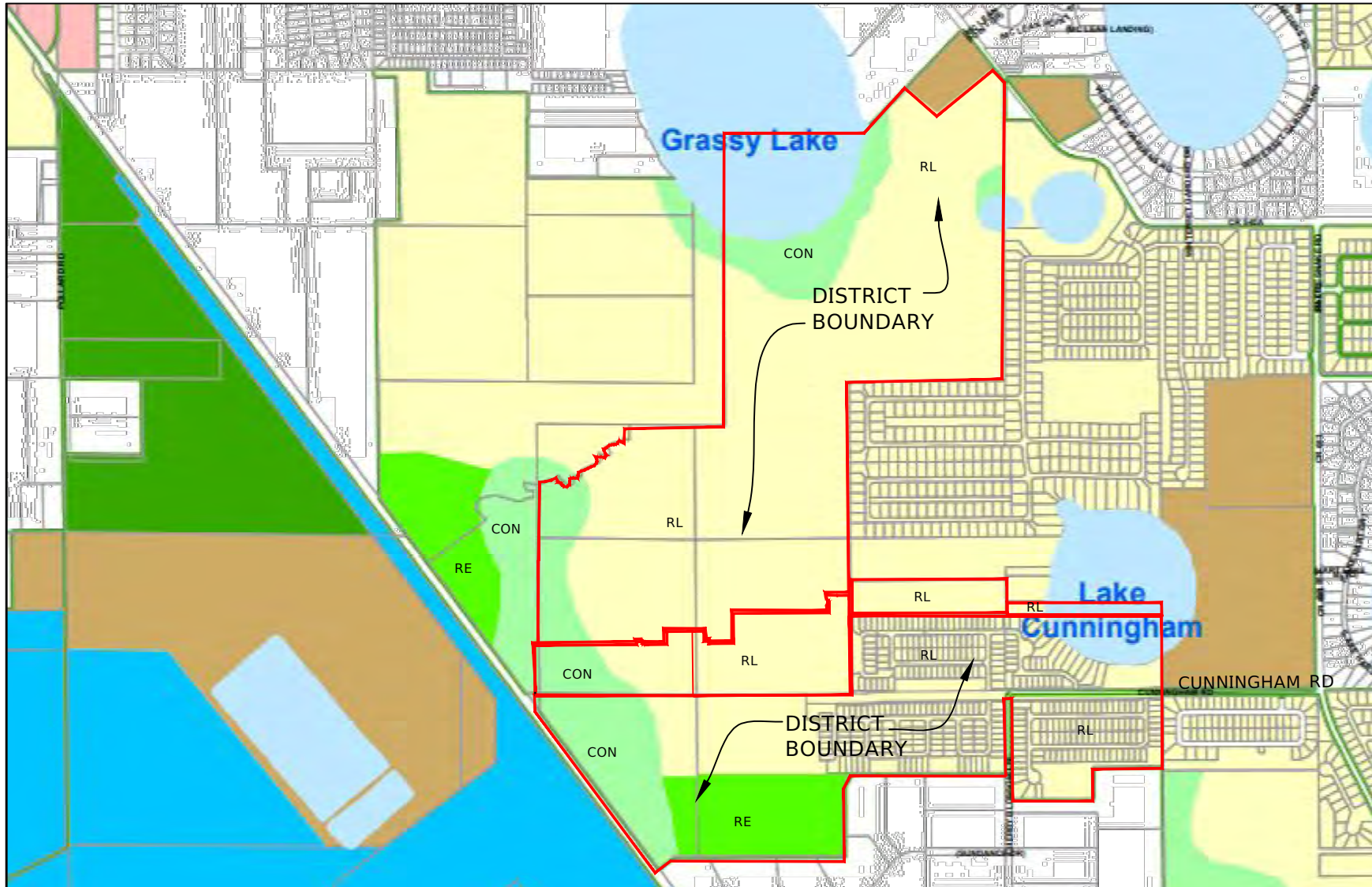
**EXHIBIT 3**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT BOUNDARY MAP**



NO  
 SCALE







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#### LEGEND

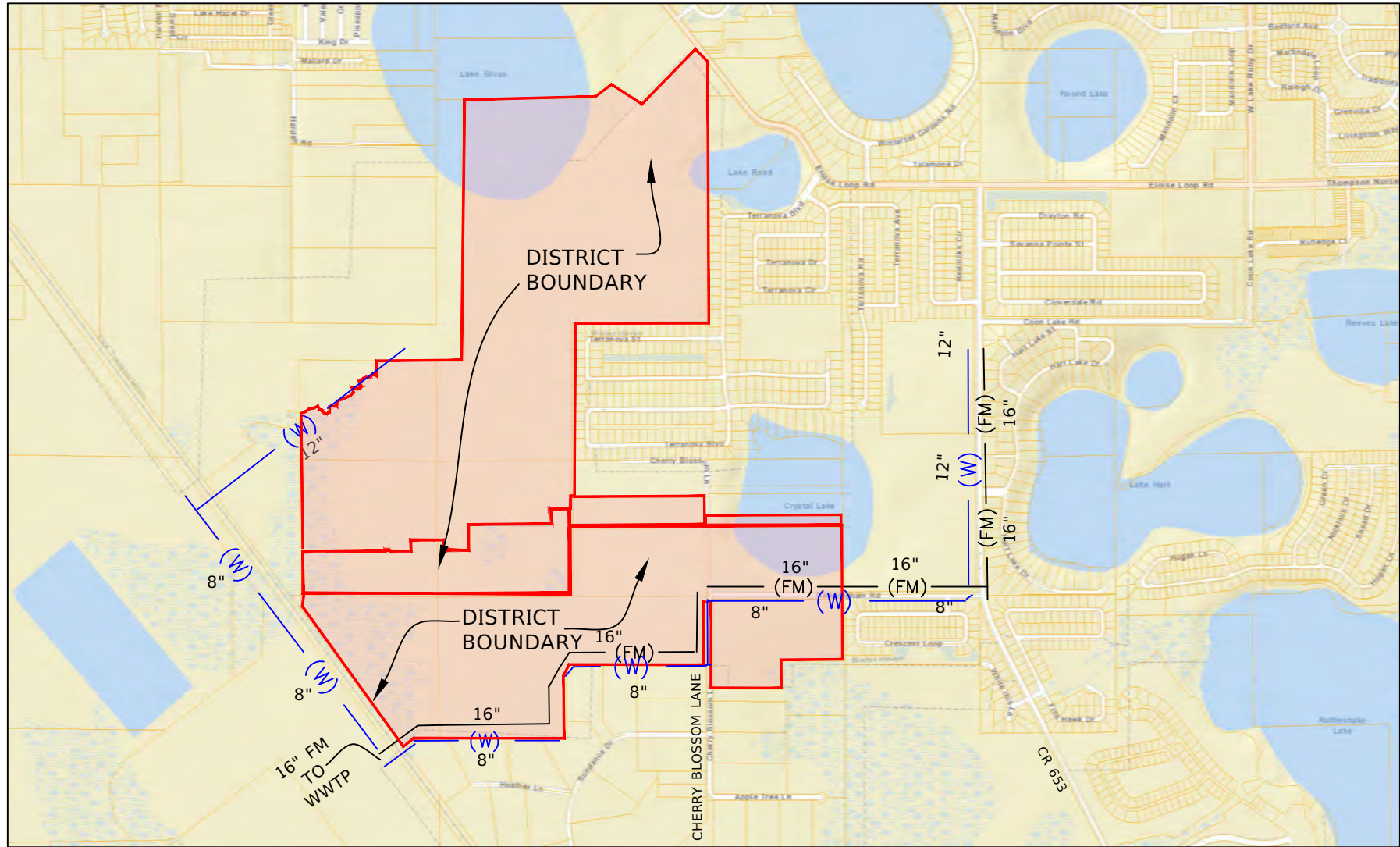
- RL - RESIDENTIAL LOW DENSITY
- RE - RESIDENTIAL ESTATE
- CON - CONSERVATION

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



NO  
SCALE





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#### LEGEND

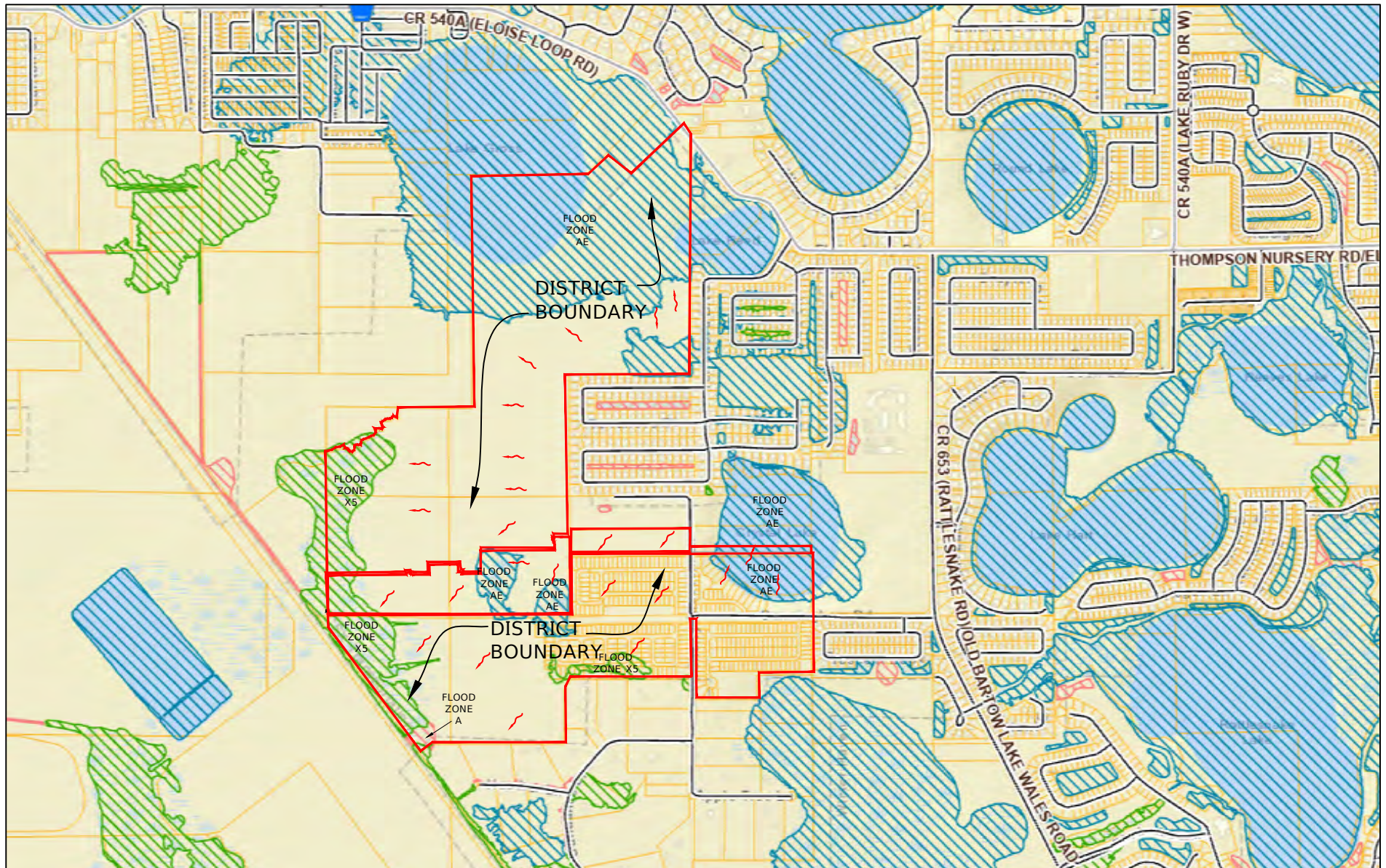
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED

## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure</u> <sup>(1)(9)</sup></b>	<b><u>Phase 1</u> <b><u>2019-2020</u></b></b>	<b><u>Phase 2</u> <b><u>2020-2022</u></b></b>	<b><u>Phase 3</u> <b><u>2021-2023</u></b></b>	<b><u>Phase 4</u> <b><u>2022-2024</u></b></b>	<b><u>Phase 5</u> <b><u>2023-2025</u></b></b>	<b><u>Phase 6</u> <b><u>2024-2026</u></b></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.



**EXHIBIT B**  
Supplemental Assessment Methodology Report

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY (SERIES 2022 ASSESSMENT AREAS)**

**FOR**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: February 28, 2022**

**Prepared by**

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

## Table of Contents

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

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

## **1.0 Introduction**

The Villamar Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District has issued \$7,335,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements associated with the development of the Phase 3 Assessment Area and the Phase 4 Assessment Area (collectively, the “Series 2022 Assessment Areas”) within the District more specifically described in Exhibit 10 as the Phase 3 Project and the Phase 4 Project (collectively, the “Series 2022 Projects”) of the Amended and Restated Master Engineer’s Report dated February 15, 2022 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology (the “Supplemental Report”) supplements the Amended and Restated Master Assessment Methodology, dated July 20, 2021 (“Master Report” and together with the Supplemental Report, the “Assessment Report”). The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the Series 2022 Assessment Areas of the District. This Supplemental Report allocates the debt to properties based on the special benefits each receives from the Series 2022 Projects. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within the Series 2022 Assessment Areas of the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 435.63 acres within Winter Haven Florida, Florida. The Phase 3 Assessment Area comprises 45.79 acres of land which are planned for 140 residential units. The Phase 4 Assessment Area comprises 50.67 acres of land which are planned for 200 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.



The Capital Improvements contemplated by the District in the Series 2022 Projects will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

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

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Supplemental Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the Series 2022 Assessment Areas of the District. The implementation of the Series 2022 Projects enables properties within Series 2022 Assessment Areas' boundaries of the District to be developed. Without the District's Series 2022 Projects, there would be no infrastructure to support development of land within the Series 2022 Assessment Areas of the District. Without these improvements, development of the property within the Series 2022 Assessment Areas of the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Series 2022 Projects' Capital Improvements. However, any such benefit will be incidental for the purpose of the Series 2022 Projects, which are designed solely to meet the needs of property within the Phases 3 Assessment Area and the Phase 4 Assessment Area of the District. Properties outside of the Phases 3 Assessment Area and the Phase 4 Assessment Area of the District boundaries do not depend upon the District's Series 2022 Projects. The property owners within the Phases 3 Assessment Area and the Phase 4 Assessment Area of the District are therefore receiving special benefits not received by the general public and those outside the Series 2022 Assessment Areas' boundaries.

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

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

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

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

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

The special benefits provided to the property within the Series 2022 Assessment Areas of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 3 Project that is necessary to support full development of property within the Phase 3 Assessment Area of the District will cost approximately \$3,775,000. The District Engineer further estimates that the District's Phase 4 Project that is necessary to support full development of property within the Phase 4 Assessment Area of the District will cost approximately \$6,741,000. The District's Underwriter projects that financing costs required to fund a portion of the Phase 3 Project costs, the cost of issuance of the Phase 3 Bonds, the funding of a debt service reserve account and capitalized interest, is \$3,040,000. The District's underwriter further projects that financing costs required to fund a portion of the Phase 4 Project costs, the cost of issuance of the Phase 4 Bonds, the funding of a debt service reserve account and capitalized interest, is \$4,295,000. The Developer is expected to complete the balance of the Series 2022 Projects. Without the Series 2022 Projects, the property within the Series 2022 Assessment Areas of the District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District has issued \$7,335,000 in Bonds in two series to fund a portion of the District's Series 2022 Projects, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Supplemental Report to allocate the \$3,040,000 in debt to the properties within the Phase 3 Assessment Area of the District benefiting from the Phase 3 Project and to allocate the \$4,295,000 in debt to



the properties within the Phase 4 Assessment Area of the District benefitting from the Phase 4 Project. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the Series 2022 Assessment Areas of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Series 2022 Projects needed to support the development; these construction costs are outlined in Table 2. The Series 2022 Projects needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$10,516,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Series 2022 Projects and related costs was determined by the District's Underwriter totals \$7,335,000. Table 3 shows the breakdown of the Bond sizings.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the Phase 3 Assessment Area and the Phase 4 Assessment Area of the District are completed. Platting has begun on Phase 3. On Phase 4, until the platting process occurs, the Capital Improvements funded by District Bonds benefit all acres within Series 2022 Assessment Areas of the District.

The initial Phase 3 Assessments will be levied on all platted lots within the Phase 3 Assessment Area of the District in accordance with this Supplemental Report. The initial Phase 4 Assessments will be levied on an equal basis to all gross acreage within the Phase 4 Assessment Area of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point, all the lands within Series 2022 Assessment Areas of the District are benefitting from the Series 2022 Projects.

Once platting or the recording of a declaration of condominium of any portion of the Series 2022 Assessment Areas of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to each respective series of Bonds will be allocated to the assigned properties within the Phase 3 Assessment Area and the Phase 4 Assessment Area, respectively, which are the beneficiaries of the Phase 3 Project and the Phase 4 Project, respectively, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

### **2.3 Allocation of Benefit**

The Series 2022 Projects consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the Series 2022 Assessment Areas. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Series 2022 Projects' Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

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

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Phase 3 Capital Improvements accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the Assigned Properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties because of their logical connection from the Series 2022 Projects actually provided.

For the provision of the Series 2022 Projects, the special and peculiar benefits are:

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

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

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Series 2022 Projects are delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Series 2022 Projects have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Series 2022 Assessment Areas of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in the Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Series 2022 Projects are constructed.

### **3.0 True Up Mechanism**

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

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

#### **4.0 Assessment Roll**

The District will initially distribute the Phase 3 Special Assessments across the property within the Phase 3 Assessment Area boundaries on a per lot basis as described in this Supplemental Report once individual parcel identifications are available . The District will initially distribute the Phase 4 Special Assessments across the property within the Phase 4 Assessment Area boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENT PROGRAM**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS**

Land Use	Total Assessable		ERUs per Unit (1)	Total ERUs
	Units			
Single Family - Phase 3	140		1.00	140
Single Family - Phase 4	200		1.00	200
<b>Total Units</b>	<b>340</b>			<b>340</b>

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

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

**TABLE 2**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT PLAN COST ESTIMATES**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS**

Series 2022 Projects ("CIP") (1)	Phase 3 Project	Phase 4 Project	Total
Offsite Improvements	\$ 455,000	\$ 1,242,000	\$ 1,697,000
Stormwater Management	\$ 925,000	\$ 1,580,000	\$ 2,505,000
Utilities (Water, Sewer, & Street Lighting)	\$ 1,190,000	\$ 1,640,000	\$ 2,830,000
Roadway	\$ 625,000	\$ 1,119,000	\$ 1,744,000
Entry Feature & Signage	\$ 50,000	\$ 210,000	\$ 260,000
Parks and Recreation Facilities	\$ 190,000	\$ 350,000	\$ 540,000
Contingencies	\$ 340,000	\$ 600,000	\$ 940,000
	\$ 3,775,000	\$ 6,741,000	\$ 10,516,000

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report for Capital Improvements dated February 15, 2022.

**TABLE 3**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS**

<b>Description</b>	<b>Phase 3 Bonds</b>	<b>Phase 4 Bonds</b>	<b>Total Bonds</b>
Construction Funds - Phase 3	\$ 2,804,447	\$ -	\$ 2,804,447
Construction Funds - Phase 4		\$ 3,730,737	\$ 3,730,737
Debt Service Reserve	\$ 87,200	\$ 249,825	\$ 337,025
Capitalized Interest	\$ -	\$ 104,841	\$ 104,841
Underwriters Discount	\$ 60,800	\$ 85,900	\$ 146,700
Cost of Issuance	\$ 87,553	\$ 123,697	\$ 211,250
<b>Par Amount</b>	<b>\$ 3,040,000</b>	<b>\$ 4,295,000</b>	<b>\$ 7,335,000</b>

Bonds:

	<b>Phase 3 Bonds</b>	<b>Phase 4 Bonds</b>
Average Coupon Rate	3.94%	4.05%
Amortization	30 years	30 years
Capitalized Interest	0 months	8 months
Debt Service Reserve	50% Max Annual	Max Annual
Underwriters Discount	2%	2%

**TABLE 4**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF IMPROVEMENT COSTS**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS**

Land Use	No. of Units *	ERU Factor	Total ERUs	Total Improvements		Improvement Costs Per Unit
				Costs Per Product Type		
Single Family - Phase 3	140	1.00	140	\$	3,775,000	\$ 26,964
Single Family - Phase 4	200	1.00	200	\$	6,741,000	\$ 33,705
<b>Totals</b>	<b>340</b>		<b>340</b>	<b>\$</b>	<b>10,516,000</b>	

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

Prepared by: Governmental Management Services - Central Florida, LLC



TABLE 5 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS						
Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family - Phase 3	140	\$ 3,775,000	\$	\$ 3,040,000	\$	21,714
Single Family - Phase 4	200	\$ 6,741,000	\$	\$ 4,295,000	\$	21,475
Totals	340	\$ 10,516,000	\$	\$ 7,335,000		

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS								
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment		Gross Annual Debt Assessment	
					Per Unit	Per Unit	Per Unit (1)	Per Unit
Single Family - Phase 3	140	\$ 3,040,000	\$ 21,714	\$ 174,400	\$ 1,246	\$ 1,339		
Single Family - Phase 4	200	\$ 4,295,000	\$ 21,475	\$ 249,825	\$ 1,249	\$ 1,343		
Totals	340	\$ 7,335,000	\$	\$ 337,025				

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

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

**TABLE 7**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**PRELIMINARY ASSESSMENT ROLL**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SERIES 2022 ASSESSMENT AREAS**

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
<u>Assessment Area Phase 3*</u>						
Clayton Properties Group	262923-000000-031020	9.05	\$66,390	\$ 600,830	\$ 34,469	\$ 36,537
Clayton Properties Group	262923-000000-033020	19.66	\$66,390	\$ 1,305,228	\$ 74,879	\$ 79,372
Clayton Properties Group	262922-000000-011020	13.77	\$66,390	\$ 914,191	\$ 52,446	\$ 55,592
Clayton Properties Group	262923-000000-013050	3.31	\$66,390	\$ 219,751	\$ 12,607	\$ 13,363
Assessment Area 3 Phase Total		45.79		\$ 3,040,000	\$ 174,400	\$ 171,501
<u>Assessment Area Phase 4</u>						
VMAR DEV LLC	See attached legal	50.67	\$84,764	\$ 4,295,000	\$ 249,825	\$ 264,815
Assessment Area 4 Phase Total		50.67		\$ 4,295,000	\$ 249,825	\$ 264,815
Totals		96.46		\$ 7,335,000	\$ 424,225	\$ 436,315

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.  
 \* - Area has been platted, but individual lot information not yet available.

Annual Assessment Periods	Phase 3 Bonds	Phase 4 Bonds
Projected Bond Rate (%)	30 years	30 years
Maximum Annual Debt Service	3.94%	4.05%
	\$174,400	\$249,825

**EXHIBIT C**  
**Legal Description of the Phase 3 Lands**

**VILLAMAR CDD PH 3 ASSESSMENT AREA**

**140 LOTS (VILLAMAR PH 4 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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

Commence at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23 for the Point of Beginning, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, and the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 417.58 feet; 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, 120.14 feet to a point on the south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section

23; thence North 89°28'44" East, along said south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1321.79 feet to the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence South 00°36'29" East, along said east line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 189.95 feet to the north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence North 89°43'49" East, along said north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1322.82 feet to the east line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 00°36'26" East, along said east line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 109.00 feet to the south line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 89°43'49" West, along said south line of North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

**EXHIBIT D**  
**Legal Description of the Phase 4 Lands**

**VILLAMAR CDD PH 4 ASSESSMENT AREA**

**200 LOTS (VILLAMAR PH 5 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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.

## COMPOSITE EXHIBIT E - Maturities and Coupons of Series 2022 Bonds Phase 3 Project

Feb 24, 2022 9:55 am Prepared by DBC Finance

(Villamar CDD 2022:VM-FIN01) Page 18

### BOND SUMMARY STATISTICS

#### VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 3 Project)

Dated Date	03/18/2022
Delivery Date	03/18/2022
Last Maturity	11/01/2051
Arbitrage Yield	3.935120%
True Interest Cost (TIC)	4.105811%
Net Interest Cost (NIC)	4.063631%
All-In TIC	4.361185%
Average Coupon	3.950110%
Average Life (years)	17.618
Weighted Average Maturity (years)	17.618
Duration of Issue (years)	12.015
Par Amount	3,040,000.00
Bond Proceeds	3,040,000.00
Total Interest	2,115,604.15
Net Interest	2,176,404.15
Total Debt Service	5,155,604.15
Maximum Annual Debt Service	174,400.00
Average Annual Debt Service	174,061.47
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Phase 3 - Term 1	415,000.00	100.000	3.125%	2.933
Phase 3 - Term 2	370,000.00	100.000	3.500%	8.687
Phase 3 - Term 3	2,255,000.00	100.000	4.000%	21.786
	3,040,000.00			17.618

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,040,000.00	3,040,000.00	3,040,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-60,800.00	-60,800.00	
- Cost of Issuance Expense		-87,552.84	
- Other Amounts			
Target Value	2,979,200.00	2,891,647.16	3,040,000.00
Target Date	03/18/2022	03/18/2022	03/18/2022
Yield	4.105811%	4.361185%	3.935120%



# COMPOSITE EXHIBIT E - Maturities and Coupons of Series 2022 Bonds Phase 4 Project

Feb 24, 2022 9:55 am Prepared by DBC Finance

(Villamar CDD 2022:VM-FIN01) Page 19

## BOND SUMMARY STATISTICS

VillaMar Community Development District  
Special Assessment Bonds, Series 2022 (Phase 4 Project)

Dated Date	03/18/2022
Delivery Date	03/18/2022
Last Maturity	05/01/2052
Arbitrage Yield	4.033711%
True Interest Cost (TIC)	4.198971%
Net Interest Cost (NIC)	4.158460%
All-In TIC	4.446040%
Average Coupon	4.050373%
Average Life (years)	18.504
Weighted Average Maturity (years)	18.504
Duration of Issue (years)	12.419
Par Amount	4,295,000.00
Bond Proceeds	4,295,000.00
Total Interest	3,218,953.65
Net Interest	3,304,853.65
Total Debt Service	7,513,953.65
Maximum Annual Debt Service	249,825.00
Average Annual Debt Service	249,471.85
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Phase 4 - Term 1	425,000.00	100.000	3.250%	3.190
Phase 4 - Term 2	505,000.00	100.000	3.625%	8.199
Phase 4 - Term 3	1,340,000.00	100.000	4.000%	15.966
Phase 4 - Term 4	2,025,000.00	100.000	4.125%	25.966
	4,295,000.00			18.504

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,295,000.00	4,295,000.00	4,295,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-85,900.00	-85,900.00	
- Cost of Issuance Expense		-123,697.16	
- Other Amounts			
Target Value	4,209,100.00	4,085,402.84	4,295,000.00
Target Date	03/18/2022	03/18/2022	03/18/2022
Yield	4.198971%	4.446040%	4.033711%

# **EXHIBIT F** **Sources and Uses of Funds for Series 2022 Bonds**

Feb 24, 2022 9:55 am Prepared by DBC Finance

(Villamar CDD 2022:VM-FIN01) Page 1

SOURCES AND USES OF FUNDS			
VillaMar Community Development District Special Assessment Bonds, Series 2022			
Sources:	Special Assessment Bonds, Series 2022 (Phase 3 Project)	Special Assessment Bonds, Series 2022 (Phase 4 Project)	Total
Bond Proceeds:			
Par Amount	3,040,000.00	4,295,000.00	7,335,000.00
	3,040,000.00	4,295,000.00	7,335,000.00
Uses:	Special Assessment Bonds, Series 2022 (Phase 3 Project)	Special Assessment Bonds, Series 2022 (Phase 4 Project)	Total
Other Fund Deposits:			
DSRF (50% MADS)	87,200.00		87,200.00
DSRF (MADS)		249,825.00	249,825.00
Capitalized Interest Fund (through 11/1/2022)		104,840.97	104,840.97
	87,200.00	354,665.97	441,865.97
Delivery Date Expenses:			
Cost of Issuance	87,552.84	123,697.16	211,250.00
Underwriter's Discount	60,800.00	85,900.00	146,700.00
	148,352.84	209,597.16	357,950.00
Other Uses of Funds:			
Construction Fund	2,804,447.16	3,730,736.87	6,535,184.03
	3,040,000.00	4,295,000.00	7,335,000.00

## COMPOSITE EXHIBIT G - Annual Debt Service Payment Due on Series 2022 Bonds Phase 3 Project

Feb 24, 2022 9:55 am Prepared by DBC Finance

(Villamar CDD 2022:VM-FIN01) Page 6

### BOND DEBT SERVICE

#### VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 3 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022	100,000	3.125%	71,929.11	171,929.11	171,929.11
05/01/2023			56,496.88	56,496.88	
11/01/2023	60,000	3.125%	56,496.88	116,496.88	172,993.76
05/01/2024			55,559.38	55,559.38	
11/01/2024	60,000	3.125%	55,559.38	115,559.38	171,118.76
05/01/2025			54,621.88	54,621.88	
11/01/2025	65,000	3.125%	54,621.88	119,621.88	174,243.76
05/01/2026			53,606.25	53,606.25	
11/01/2026	65,000	3.125%	53,606.25	118,606.25	172,212.50
05/01/2027			52,590.63	52,590.63	
11/01/2027	65,000	3.125%	52,590.63	117,590.63	170,181.26
05/01/2028			51,575.00	51,575.00	
11/01/2028	70,000	3.500%	51,575.00	121,575.00	173,150.00
05/01/2029			50,350.00	50,350.00	
11/01/2029	70,000	3.500%	50,350.00	120,350.00	170,700.00
05/01/2030			49,125.00	49,125.00	
11/01/2030	75,000	3.500%	49,125.00	124,125.00	173,250.00
05/01/2031			47,812.50	47,812.50	
11/01/2031	75,000	3.500%	47,812.50	122,812.50	170,625.00
05/01/2032			46,500.00	46,500.00	
11/01/2032	80,000	3.500%	46,500.00	126,500.00	173,000.00
05/01/2033			45,100.00	45,100.00	
11/01/2033	80,000	4.000%	45,100.00	125,100.00	170,200.00
05/01/2034			43,500.00	43,500.00	
11/01/2034	85,000	4.000%	43,500.00	128,500.00	172,000.00
05/01/2035			41,800.00	41,800.00	
11/01/2035	90,000	4.000%	41,800.00	131,800.00	173,600.00
05/01/2036			40,000.00	40,000.00	
11/01/2036	90,000	4.000%	40,000.00	130,000.00	170,000.00
05/01/2037			38,200.00	38,200.00	
11/01/2037	95,000	4.000%	38,200.00	133,200.00	171,400.00
05/01/2038			36,300.00	36,300.00	
11/01/2038	100,000	4.000%	36,300.00	136,300.00	172,600.00
05/01/2039			34,300.00	34,300.00	
11/01/2039	105,000	4.000%	34,300.00	139,300.00	173,600.00
05/01/2040			32,200.00	32,200.00	
11/01/2040	110,000	4.000%	32,200.00	142,200.00	174,400.00
05/01/2041			30,000.00	30,000.00	
11/01/2041	110,000	4.000%	30,000.00	140,000.00	170,000.00
05/01/2042			27,800.00	27,800.00	
11/01/2042	115,000	4.000%	27,800.00	142,800.00	170,600.00
05/01/2043			25,500.00	25,500.00	
11/01/2043	120,000	4.000%	25,500.00	145,500.00	171,000.00
05/01/2044			23,100.00	23,100.00	
11/01/2044	125,000	4.000%	23,100.00	148,100.00	171,200.00
05/01/2045			20,600.00	20,600.00	
11/01/2045	130,000	4.000%	20,600.00	150,600.00	171,200.00
05/01/2046			18,000.00	18,000.00	
11/01/2046	135,000	4.000%	18,000.00	153,000.00	171,000.00
05/01/2047			15,300.00	15,300.00	
11/01/2047	140,000	4.000%	15,300.00	155,300.00	170,600.00
05/01/2048			12,500.00	12,500.00	
11/01/2048	145,000	4.000%	12,500.00	157,500.00	170,000.00
05/01/2049			9,600.00	9,600.00	
11/01/2049	155,000	4.000%	9,600.00	164,600.00	174,200.00

## BOND DEBT SERVICE

VillaMar Community Development District  
Special Assessment Bonds, Series 2022 (Phase 3 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2050			6,500.00	6,500.00	
11/01/2050	160,000	4.000%	6,500.00	166,500.00	173,000.00
05/01/2051			3,300.00	3,300.00	
11/01/2051	165,000	4.000%	3,300.00	168,300.00	171,600.00
	3,040,000		2,115,604.15	5,155,604.15	5,155,604.15



## COMPOSITE EXHIBIT G - Annual Debt Service Payment Due on Series 2022 Bonds Phase 4 Project

Feb 24, 2022 9:55 am Prepared by DBC Finance

(Villamar CDD 2022:VM-FIN01) Page 8

### BOND DEBT SERVICE

#### VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 4 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022			104,840.97	104,840.97	104,840.97
05/01/2023	80,000	3.250%	84,625.00	164,625.00	
11/01/2023			83,325.00	83,325.00	247,950.00
05/01/2024	80,000	3.250%	83,325.00	163,325.00	
11/01/2024			82,025.00	82,025.00	245,350.00
05/01/2025	85,000	3.250%	82,025.00	167,025.00	
11/01/2025			80,643.75	80,643.75	247,668.75
05/01/2026	90,000	3.250%	80,643.75	170,643.75	
11/01/2026			79,181.25	79,181.25	249,825.00
05/01/2027	90,000	3.250%	79,181.25	169,181.25	
11/01/2027			77,718.75	77,718.75	246,900.00
05/01/2028	95,000	3.625%	77,718.75	172,718.75	
11/01/2028			75,996.88	75,996.88	248,715.63
05/01/2029	95,000	3.625%	75,996.88	170,996.88	
11/01/2029			74,275.00	74,275.00	245,271.88
05/01/2030	100,000	3.625%	74,275.00	174,275.00	
11/01/2030			72,462.50	72,462.50	246,737.50
05/01/2031	105,000	3.625%	72,462.50	177,462.50	
11/01/2031			70,559.38	70,559.38	248,021.88
05/01/2032	110,000	3.625%	70,559.38	180,559.38	
11/01/2032			68,565.63	68,565.63	249,125.01
05/01/2033	110,000	4.000%	68,565.63	178,565.63	
11/01/2033			66,365.63	66,365.63	244,931.26
05/01/2034	115,000	4.000%	66,365.63	181,365.63	
11/01/2034			64,065.63	64,065.63	245,431.26
05/01/2035	120,000	4.000%	64,065.63	184,065.63	
11/01/2035			61,665.63	61,665.63	245,731.26
05/01/2036	125,000	4.000%	61,665.63	186,665.63	
11/01/2036			59,165.63	59,165.63	245,831.26
05/01/2037	130,000	4.000%	59,165.63	189,165.63	
11/01/2037			56,565.63	56,565.63	245,731.26
05/01/2038	135,000	4.000%	56,565.63	191,565.63	
11/01/2038			53,865.63	53,865.63	245,431.26
05/01/2039	140,000	4.000%	53,865.63	193,865.63	
11/01/2039			51,065.63	51,065.63	244,931.26
05/01/2040	150,000	4.000%	51,065.63	201,065.63	
11/01/2040			48,065.63	48,065.63	249,131.26
05/01/2041	155,000	4.000%	48,065.63	203,065.63	
11/01/2041			44,965.63	44,965.63	248,031.26
05/01/2042	160,000	4.000%	44,965.63	204,965.63	
11/01/2042			41,765.63	41,765.63	246,731.26
05/01/2043	165,000	4.125%	41,765.63	206,765.63	
11/01/2043			38,362.50	38,362.50	245,128.13
05/01/2044	175,000	4.125%	38,362.50	213,362.50	
11/01/2044			34,753.13	34,753.13	248,115.63
05/01/2045	180,000	4.125%	34,753.13	214,753.13	
11/01/2045			31,040.63	31,040.63	245,793.76
05/01/2046	190,000	4.125%	31,040.63	221,040.63	
11/01/2046			27,121.88	27,121.88	248,162.51
05/01/2047	195,000	4.125%	27,121.88	222,121.88	
11/01/2047			23,100.00	23,100.00	245,221.88
05/01/2048	205,000	4.125%	23,100.00	228,100.00	
11/01/2048			18,871.88	18,871.88	246,971.88
05/01/2049	215,000	4.125%	18,871.88	233,871.88	
11/01/2049			14,437.50	14,437.50	248,309.38

## BOND DEBT SERVICE

VillaMar Community Development District  
Special Assessment Bonds, Series 2022 (Phase 4 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2050	225,000	4.125%	14,437.50	239,437.50	
11/01/2050			9,796.88	9,796.88	249,234.38
05/01/2051	235,000	4.125%	9,796.88	244,796.88	
11/01/2051			4,950.00	4,950.00	249,746.88
05/01/2052	240,000	4.125%	4,950.00	244,950.00	
11/01/2052					244,950.00
	4,295,000		3,218,953.65	7,513,953.65	7,513,953.65

## SECTION V

# SECTION A



# SECTION 1

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**AGREEMENT BETWEEN THE VILLAMAR COMMUNITY DEVELOPMENT  
DISTRICT, AND CLAYTON PROPERTIES GROUP, INC., REGARDING  
TRUE-UP AS TO PHASE 3 SPECIAL ASSESSMENTS**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**CLAYTON PROPERTIES GROUP, INC., D/B/A/ HIGHLAND HOMES**, a Tennessee corporation, is the owner of certain lands within the District known as Phase 3 Lands with a mailing address of 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803, and its successors and assigns (“Phase 3 Landowner” or “Landowner”).

**RECITALS**

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

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

**WHEREAS**, Phase 3 Landowner is the owner and developer of all or portions of certain lands within the District which lands are described in **Exhibit A** (“Phase 3 Assessment Area”); and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, as detailed in the *Amended and Restated Master Engineer’s Report for Capital*

*Improvements*, dated February 15, 2022 (the “Engineer’s Report”), for the improvements associated with the development of Phase 3 (the “Phase 3 Project”), attached to this Agreement as **Exhibit B** and the estimated costs of the improvements related to Phase 3 Project is identified therein; and

**WHEREAS**, the District intends to finance a portion of the Phase 3 Project, through the anticipated issuance of its VillaMar Community Development District Special Assessment Bonds, Series 2022, (Phase 3 Project) in the principal amount of \$3,040,000, (the “Phase 3 Bonds”); and

**WHEREAS**, pursuant to Resolution Nos. 2019-25, 2019-29, 2019-32, and 2022-06 (the “Assessment Resolutions”), the District imposed special assessments on Phase 3 Assessment Area (the “Phase 3 Assessment Area”) within the District to secure the repayment of the Phase 3 Bonds; and

**WHEREAS**, Phase 3 Landowner agrees that all developable lands within Phase 3 Assessment Area, including Phase 3 Landowner’s property, benefit from the timely design, construction, or acquisition of the Phase 3 Project; and

**WHEREAS**, Phase 3 Landowner agrees that the Phase 3 Assessments which were imposed on Phase 3 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon Phase 3 Assessment Area, which Phase 3 Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, Phase 3 Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Phase 3 Assessments on Phase 3 Assessment Area within the District; and

**WHEREAS**, the *Amended and Restated Master Assessment Methodology*, dated July 20, 2021, as supplemented by that *Supplemental Assessment Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022 (collectively, the “Assessment Report”), provides that as the Phase 3 Assessment Area is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Phase 3 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Phase 3 Assessment Area within the District, which assumptions were provided by Phase 3 Landowner; and

**WHEREAS**, Phase 3 Landowner intends that Phase 3 Assessment Area within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which Phase 3 Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District’s Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

**WHEREAS**, Phase 3 Landowner and the District desire to enter into an agreement to confirm Phase 3 Landowner's intention and obligation, if required, to make the True-Up Payment related to the Phase 3 Assessments, subject to the terms and conditions contained herein.

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

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

**SECTION 2. COVENANTS.**

**A.** The provisions of this Agreement shall constitute a covenant running with Phase 3 Assessment Area lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Phase 3 Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**B.** Phase 3 Landowner agrees that to the extent Phase 3 Landowner fails to timely pay all Phase 3 Assessments collected by mailed notice of the District, said unpaid Phase 3 Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

**SECTION 3. SPECIAL ASSESSMENT REALLOCATION.**

**A.** *Assumptions as to the Phase 3 Assessment Area.* As of the date of the execution of this Agreement, Phase 3 Landowner has informed the District that Phase 3 Landowner intends to plat Phase 3 Assessment Area into a total of 140 single family lots.

**B.** *Process for Reallocation of Assessments.* The Phase 3 Assessments will be reallocated among Phase 3 Assessment Area as Phase 3 Assessment Area is platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Phase 3 Assessment Area of the District, the Phase 3 Assessments imposed on the lands being platted will be allocated based upon the precise number of lots within the area being platted. It is intended that all the Phase 3 Assessments will be assigned to the 140 lots platted in Phase 3 Assessment Area. In furtherance thereof, at such time as Phase 3 Assessment Area is to be platted, Phase 3 Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Phase 3 Assessments to the number of lots being platted and the remaining lands in Phase 3 Assessment Area in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

**(i)** It is an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of Phase 3 Assessment Area within the District owned by Phase 3 Landowner shall be presented to the District for review and allocation of the Phase 3 Assessments to the lots being platted and the remaining property within Phase 3 Assessment Area in accordance with the Assessment

Report (“Reallocation”). Phase 3 Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Phase 3 Assessments and enforcement of the District’s assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

**(ii)** The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 140 platted lots within Phase 3 Assessment Area of the District. Thus, at the time of platting of any portion of Phase 3 Assessment Area, or any re-platting thereof, there must be at least 140 platted lots in Phase 3 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Phase 3 Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Phase 3 Assessment Area as in the par amount per platted lot as set forth in the Assessment Report.

**(iii)** The True-Up calculation shall be performed at the time Phase 3 Assessment Area is platted.

**(iv)** If at the time the True-Up calculation is performed, it is determined that less than 140 lots are to be platted within Phase 3 Assessment Area, a True-Up Payment shall become due and payable by Phase 3 Landowner. Any such True-Up Payment determined to be due by Phase 3 Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Phase 3 Assessments installment payable for Phase 3 Assessment Area owned by Phase 3 Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Phase 3 Landowner agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Phase 3 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 35 days prior to an interest payment date on the Phase 3 Bonds, Phase 3 Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 35 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

**(v)** The foregoing is based on the District’s understanding with Phase 3 Landowner that Phase 3 Landowner will plat or cause to be platted at least 140 residential lots within Phase 3 Assessment Area as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated residential dwelling units from being platted. In the event Phase 3 Landowner plats less than 140 lots within Phase 3 Assessment Area, the Phase 3 Landowner may either make a True-Up Payment or leave unassigned Phase 3 Assessments on un-platted lands within Phase 3 Assessment Area provided the maximum debt allocation per acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Phase 3 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Phase 3 Project, including all costs of financing and interest. The District, however, may collect Phase 3 Assessments in excess of the annual debt service

related to the Phase 3 Project, including all costs of financing and interest, which shall be applied to prepay the Phase 3 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Phase 3 Assessments collected in excess of the District's total debt service obligation for the Phase 3 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the Phase 3 Assessments.

**SECTION 3. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Phase 3 Landowner's obligation to pay the Phase 3 Assessments and to abide by the requirements of the Reallocation of Phase 3 Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

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

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

**A.** If to the District: VillaMar Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Roy Van Wyk

**B.** If to Landowner: Clayton Properties Group, Inc.  
3020 South Florida Avenue  
Winter Haven, Florida 33880  
Attn: D. Joel Adams

Peterson & Myers, P.A.  
255 Lemon Street  
Lakeland, Florida 33801  
Attn: Bart Allen

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Phase 3 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**A.** Phase 3 Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Phase 3 Assessment Area, binding upon Phase 3 Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Phase 3 Assessment Area or portions thereof, and any transferee of any portion of Phase 3 Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii)** Platted and fully-developed lots to end users.

Any transfer of any portion of Phase 3 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Phase 3 Assessment Area from the scope and effect of this Agreement.

C. Phase 3 Landowner shall not transfer any portion of Phase 3 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

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

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Phase 3 Landowner from its obligations under this Agreement as to such portion of Phase 3 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Phase 3 Landowner’s obligations in accordance herewith and shall be deemed the “Phase 3 Landowner” from and after such transfer for all purposes as to such portion of Phase 3 Assessment Area so transferred.

**SECTION 8. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Phase 3 Bonds then outstanding.

**SECTION 9. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all Phase 3 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Phase 3 Bonds then outstanding.

**SECTION 10. NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, The Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**SECTION 11. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Phase 3 Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Phase 3 Landowner any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District



and Phase 3 Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Phase 3 Bonds, on behalf of the owners of the Phase 3 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Phase 3 Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 13. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 13. PUBLIC RECORDS.** Phase 3 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 16. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

*[Remainder of this page left intentionally blank]*

WITNESSES:

**CLAYTON PROPERTIES GROUP,  
INC.**, d/b/a Highland Homes,  
a Tennessee corporation

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

\_\_\_\_\_  
By: D. Joel Adams  
Its: Vice President

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by D. Joel Adams as Vice  
President of Clayton Properties Group, Inc., d/b/a Highland Homes, on behalf of the corporation.

[notary seal]

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

WITNESSES:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by Warren K. (Rennie)  
Heath II, as Chairperson of the Board of Supervisors of the VillaMar Community Development  
District.

[notary seal]

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

**Exhibit A:**  
**Exhibit B:**

Legal Description of Phase 3 Assessment Area  
*Amended and Restated Master Engineer's Report for Capital  
Improvements*, dated February 15, 2022

**Exhibit A**  
**Legal Description of Phase 3 Assessment Area**

**VILLAMAR CDD PH 3 ASSESSMENT AREA**

**140 LOTS (VILLAMAR PH 4 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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

Commence at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23 for the Point of Beginning, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, and the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 417.58 feet; 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, 120.14 feet to a point on the south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 89°28'44" East, along said south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1321.79 feet to the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence South 00°36'29" East, along said east line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 189.95 feet to the north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence North 89°43'49" East, along said north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1322.82 feet to the east line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 00°36'26" East, along said east line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 109.00 feet to the south line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 89°43'49" West, along said south line of North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

**Exhibit B**  
***Engineer's Report***

**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**

**February 15, 2022**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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



## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40' wide lots and 119 – 50' wide lots), Phase 4 consisting of 200 lots (123 – 40' wide lots and 77 – 50' wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.



## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

## **PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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**

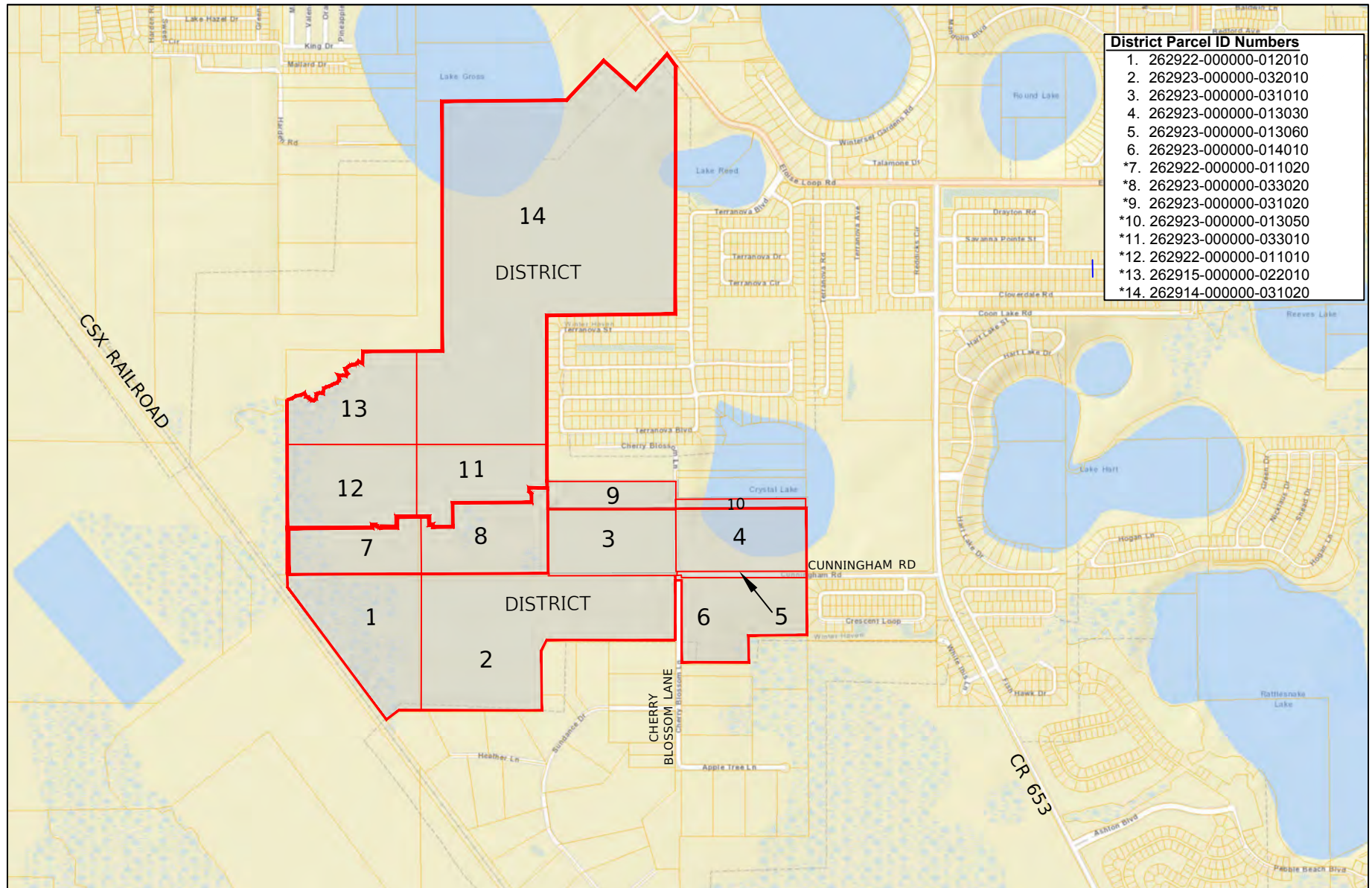
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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

## EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED

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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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





**AND**

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

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

PAGE 3 OF 5



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



**AND**

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

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

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

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

PAGE 4 OF 5



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

AND

LESS AND EXCEPT THE FOLLOWING:

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

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

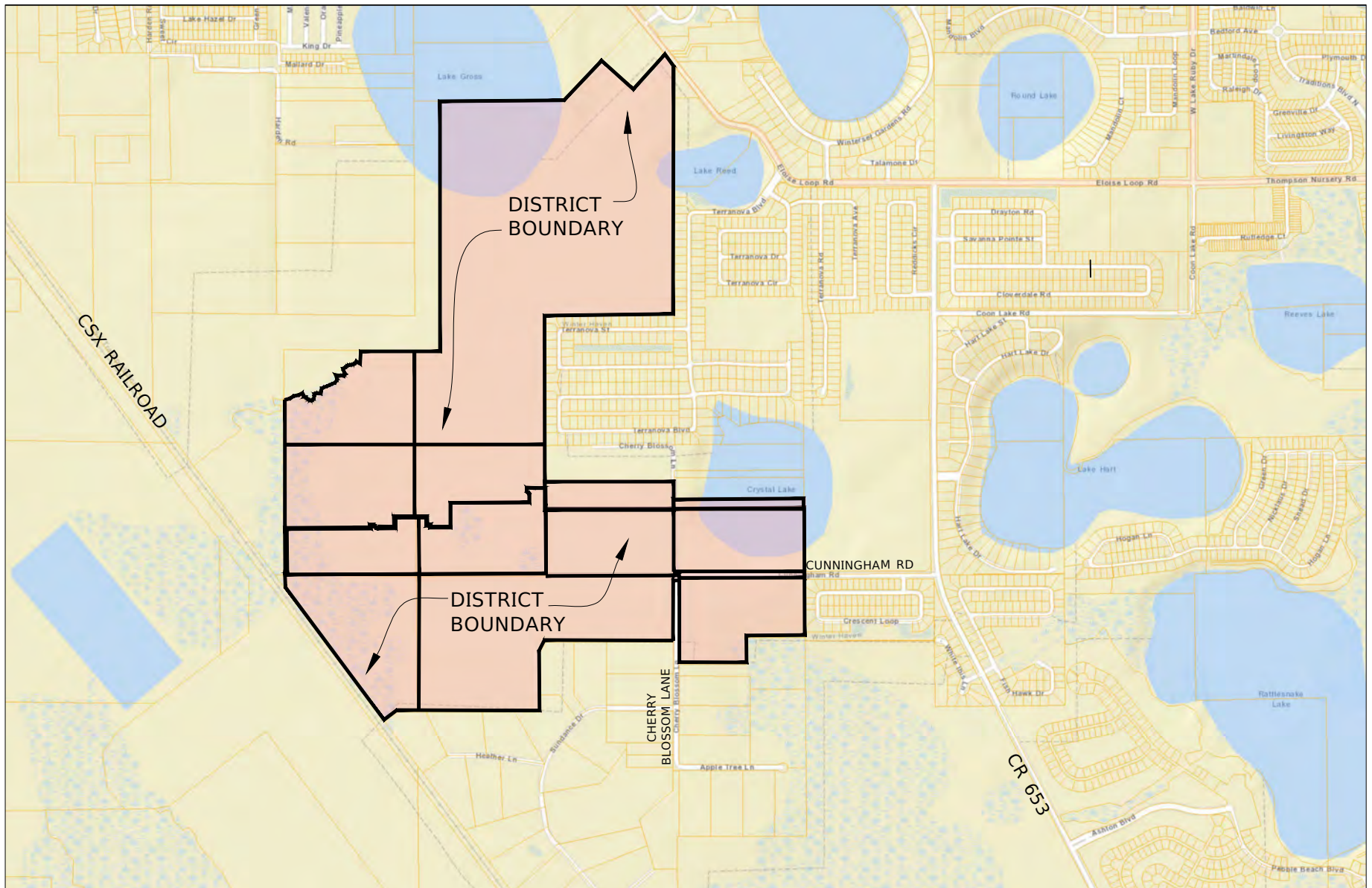
**CDD TOTAL ACREAGE 435.63 ACRES MORE OR LESS.**

PAGE 5 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801  
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



1925 BARTOW ROAD LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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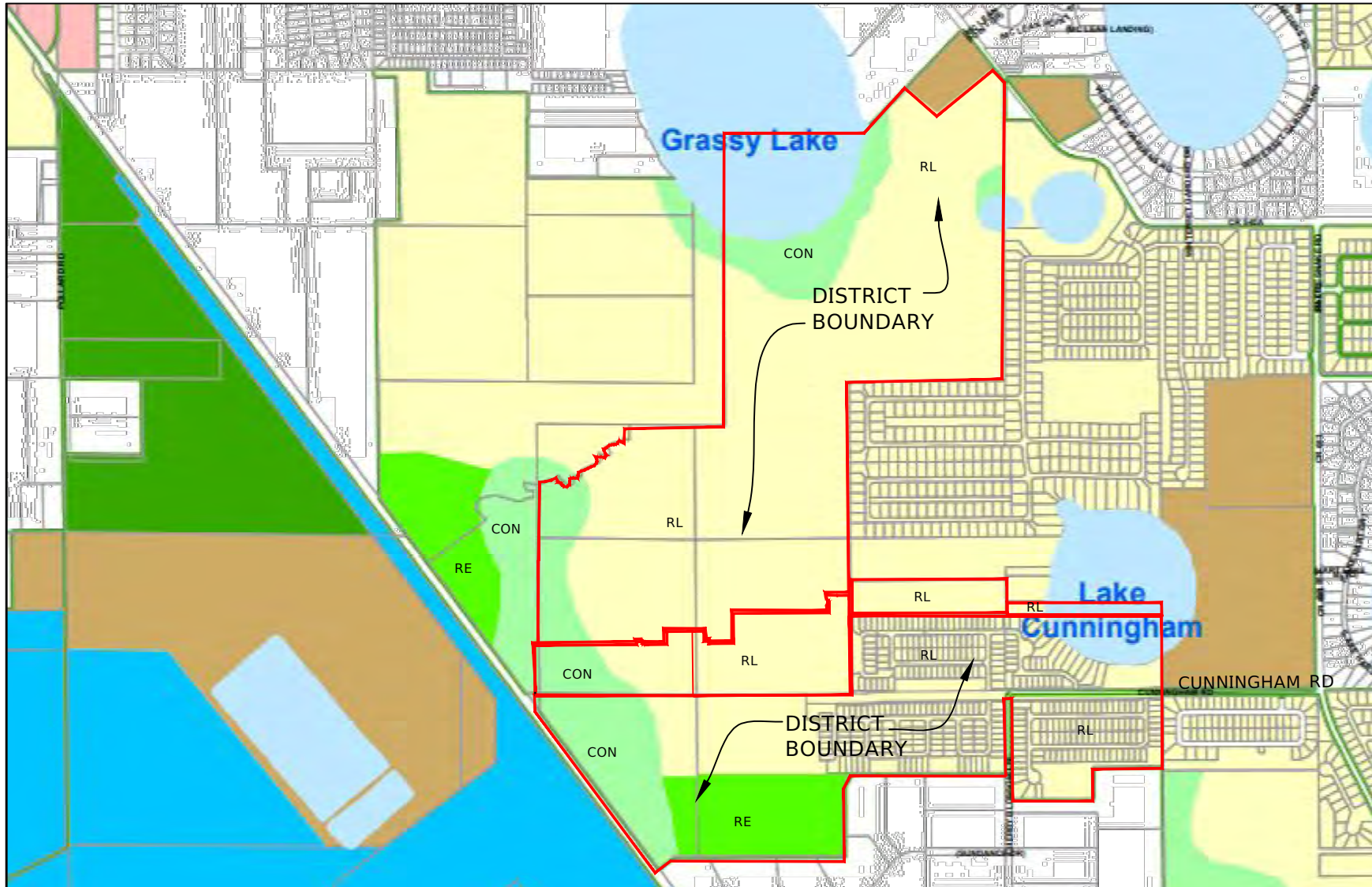
**EXHIBIT 3**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT BOUNDARY MAP**



NO  
SCALE







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EMAIL: INFO@WOODCIVIL.COM

#### LEGEND

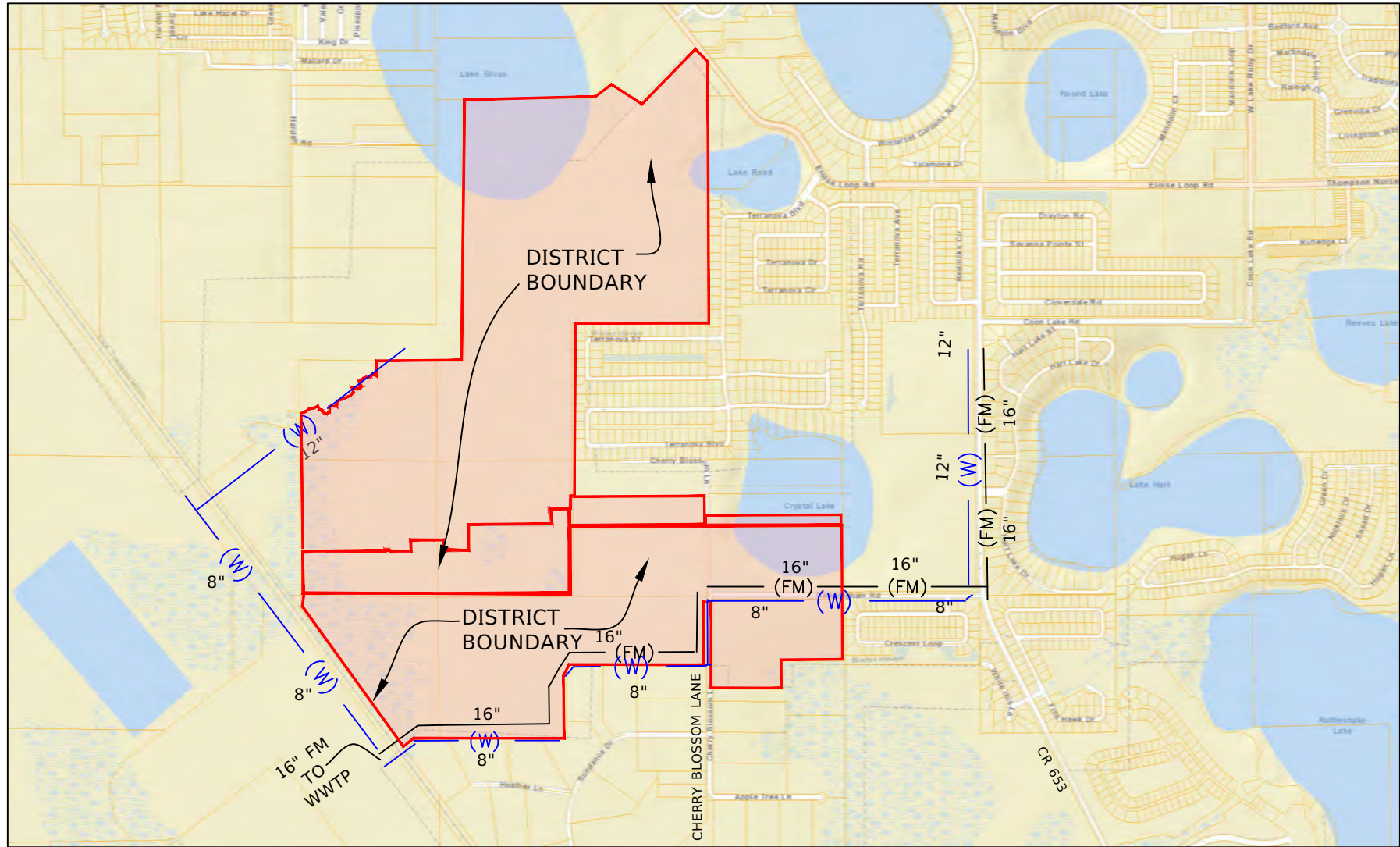
- RL - RESIDENTIAL LOW DENSITY
- RE - RESIDENTIAL ESTATE
- CON - CONSERVATION

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



NO  
SCALE





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 EMAIL: INFO@WOODCIVIL.COM

#### LEGEND

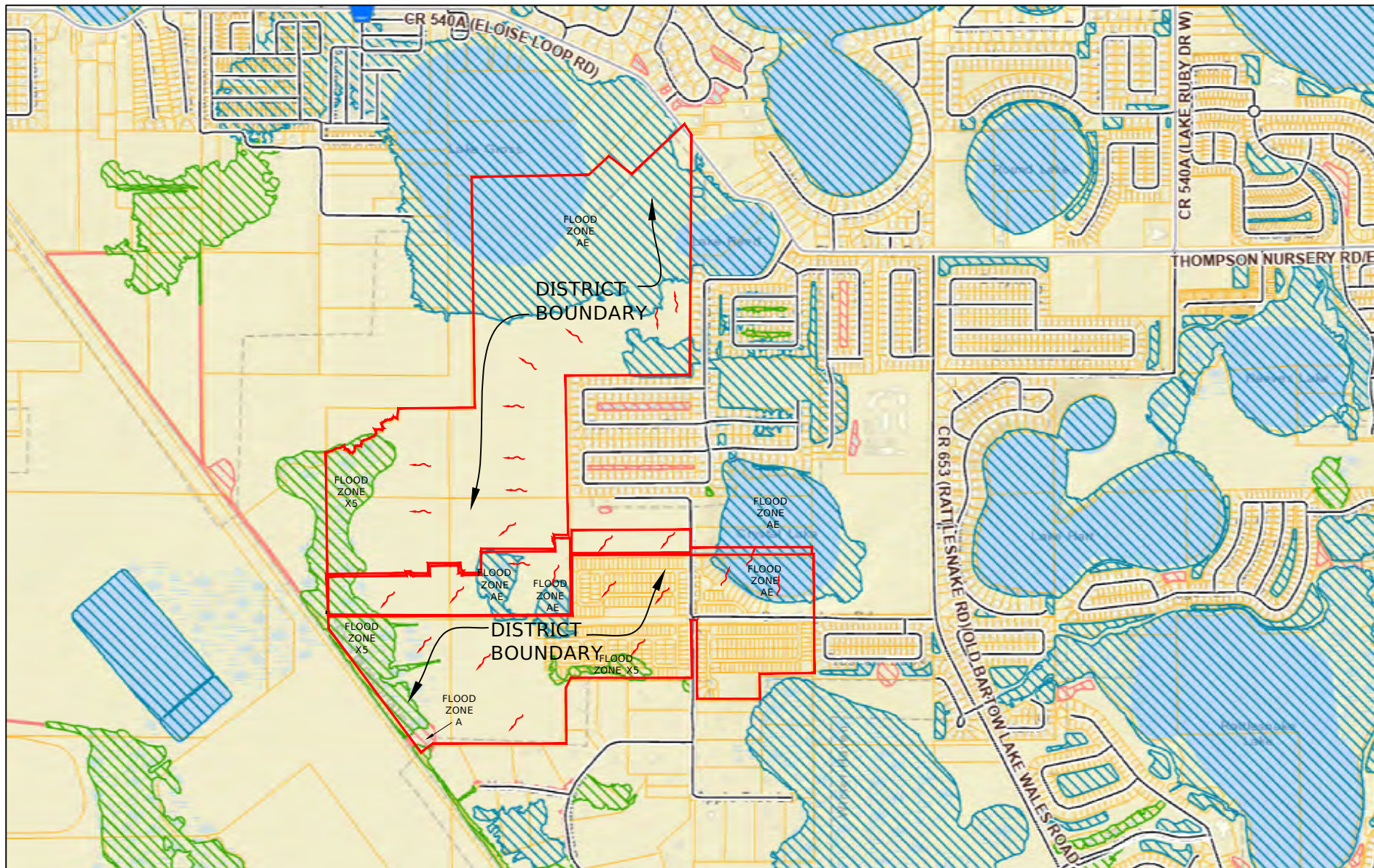
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED


## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure</u> <sup>(1)(9)</sup></b>	<b><u>Phase 1</u> <b><u>2019-2020</u></b></b>	<b><u>Phase 2</u> <b><u>2020-2022</u></b></b>	<b><u>Phase 3</u> <b><u>2021-2023</u></b></b>	<b><u>Phase 4</u> <b><u>2022-2024</u></b></b>	<b><u>Phase 5</u> <b><u>2023-2025</u></b></b>	<b><u>Phase 6</u> <b><u>2024-2026</u></b></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.



## SECTION 2

**AGREEMENT BY AND BETWEEN THE VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT AND CLAYTON PROPERTIES GROUP, INC.,  
REGARDING THE ACQUISITION OF WORK PRODUCT,  
IMPROVEMENTS, AND REAL PROPERTY**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**CLAYTON PROPERTIES GROUP, INC., D/B/A/ HIGHLAND HOMES**, a Tennessee corporation, a Phase 3 Landowner and owner of certain lands within the District, with a mailing address of 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803, and its successors and assigns (“Phase 3 Landowner” or “Landowner”).

**RECITALS**

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

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within the District, and the anticipated cost thereof, as described in that certain *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Phase 3 Landowner is the owner and/or primary Developer of certain lands located within the boundaries of the District known as the “Phase 3 Assessment Area” within which a portion of the District Improvements will be located (the “Phase 3 Project”); and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 3 Project), and its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 3 Project) (the “Phase 3 Bonds”); and

**WHEREAS**, because the Phase 3 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

**WHEREAS**, the District acknowledges the Phase 3 Landowner's need to have the Improvements constructed in an expeditious and timely manner in order to develop the Phase 3 Project; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Phase 3 Bonds; and

**WHEREAS**, in order to avoid a delay in the commencement of the construction of the Improvements, the Phase 3 Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

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

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Phase 3 Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "Real Property"); and

**WHEREAS**, the Phase 3 Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Phase 3 Landowner agree as follows:

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

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Phase 3 Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Phase 3 Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Phase 3 Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the "Acquisition Date"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the



funds from the trustee (“Trustee”) for the Phase 3 Bonds. In the event that the Phase 3 Landowner disputes the District Engineer’s opinion as to cost, the District and the Phase 3 Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** The Phase 3 Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District’s Board pursuant to and as set forth in this Agreement.

**B.** The Phase 3 Landowner agrees to release to the District all right, title, and interest which the Phase 3 Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Phase 3 Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Phase 3 Landowner a license to use the Work Product to the extent reasonably required by the Phase 3 Landowner in connection with the ownership, construction, development, and management of the Phase 3 Project or other lands owned by Phase 3 Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Phase 3 Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an “AS-IS” basis, and without any representation or warranty from the Phase 3 Landowner to the District in respect thereto.

**D.** The Phase 3 Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Phase 3 Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer’s Report.

**E.** The District agrees to allow the Phase 3 Landowner access to and use of the Work Product without the payment of any fee by the Phase 3 Landowner. However, to the

extent the Phase 3 Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Phase 3 Landowner agrees to pay such cost or expense.

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

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Phase 3 Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Phase 3 Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

**C.** The Phase 3 Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Phase 3 Landowner and (b) the

reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 3. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Phase 3 Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2022 Bonds are actually issued, the Phase 3 Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

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

**A. Conveyance.** In the event that real property interests are to be conveyed by the Phase 3 Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Phase 3 Landowner, then in such event, the Phase 3 Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Phase 3 Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Phase 3 Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Phase 3 Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Phase 3 Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until



such time as the Phase 3 Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Phase 3 Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** Phase 3 Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Phase 3 Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Phase 3 Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

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

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Phase 3 Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Phase 3 Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

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

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Phase 3 Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Phase 3 Landowner fails to make timely payment of any such taxes or costs, the Phase 3 Landowner acknowledges the District's right to make such payment. If the District makes such

payment, the Phase 3 Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Phase 3 Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Phase 3 Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Phase 3 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Phase 3 Bonds in good faith and, within thirty (30) days from the issuance of such Phase 3 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2020 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Phase 3 Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Phase 3 Landowner acknowledges that the District intends to convey some or all of the Improvements to the City of Winter Haven and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

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

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Phase 3 Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Phase 3 Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Phase 3 Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

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

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Phase 3 Landowner relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to amendments having a material effect on the payment of debt service on the Phase 3 Bonds, with the prior written consent of the trustee for the Phase 3 Bonds (the "Trustee") acting at the direction of the holders owning a majority of the aggregate principal amount of the Phase 3 Bonds then outstanding.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Phase 3 Landowner. The District and the Phase 3 Landowner have complied with all the requirements of law. The District and the Phase 3 Landowner have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** VillaMar Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Roy Van Wyk

**B. If to Landowner:** Clayton Properties Group, Inc.  
3020 South Florida Avenue  
Winter Haven, Florida 33880  
Attn: Joel Adams

**With a copy to:** Peterson & Myers, P.A.  
255 Lemon Street  
Lakeland, Florida 33801

Attn: Bart Allen

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Phase 3 Landowner may deliver Notice on behalf of the District and the Phase 3 Landowner. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Phase 3 Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Phase 3 Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Phase 3 Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Phase 3 Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Phase 3 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the Phase 3 Bonds, on behalf of the owners of the Phase 3 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Phase 3 Bonds then outstanding, be entitled to cause the District to enforce the Phase 3 Landowner's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Phase 3 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Phase 3 Project then-owned by the Phase 3 Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Phase 3 Landowner under this Agreement. Upon the merger, amendment, or name change of the District,

the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 20. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Phase 3 Landowner.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Phase 3 Bonds within five (5) years from the date of this Agreement.

**SECTION 21. PUBLIC RECORDS.** The Phase 3 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

*[Remainder of this page intentionally left blank]*

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

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

WITNESS:

**CLAYTON PROPERTIES GROUP, INC.,**  
a Tennessee corporation d/b/a Highland  
Homes

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

\_\_\_\_\_  
By: D. Joel Adams  
Its: Vice President

**Exhibit A:**

*Amended and Restated Master Engineer's Report for Capital  
Improvements, dated February 15, 2022*

**Exhibit A**  
***Engineer's Report***

**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**

**February 15, 2022**



**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

**PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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**

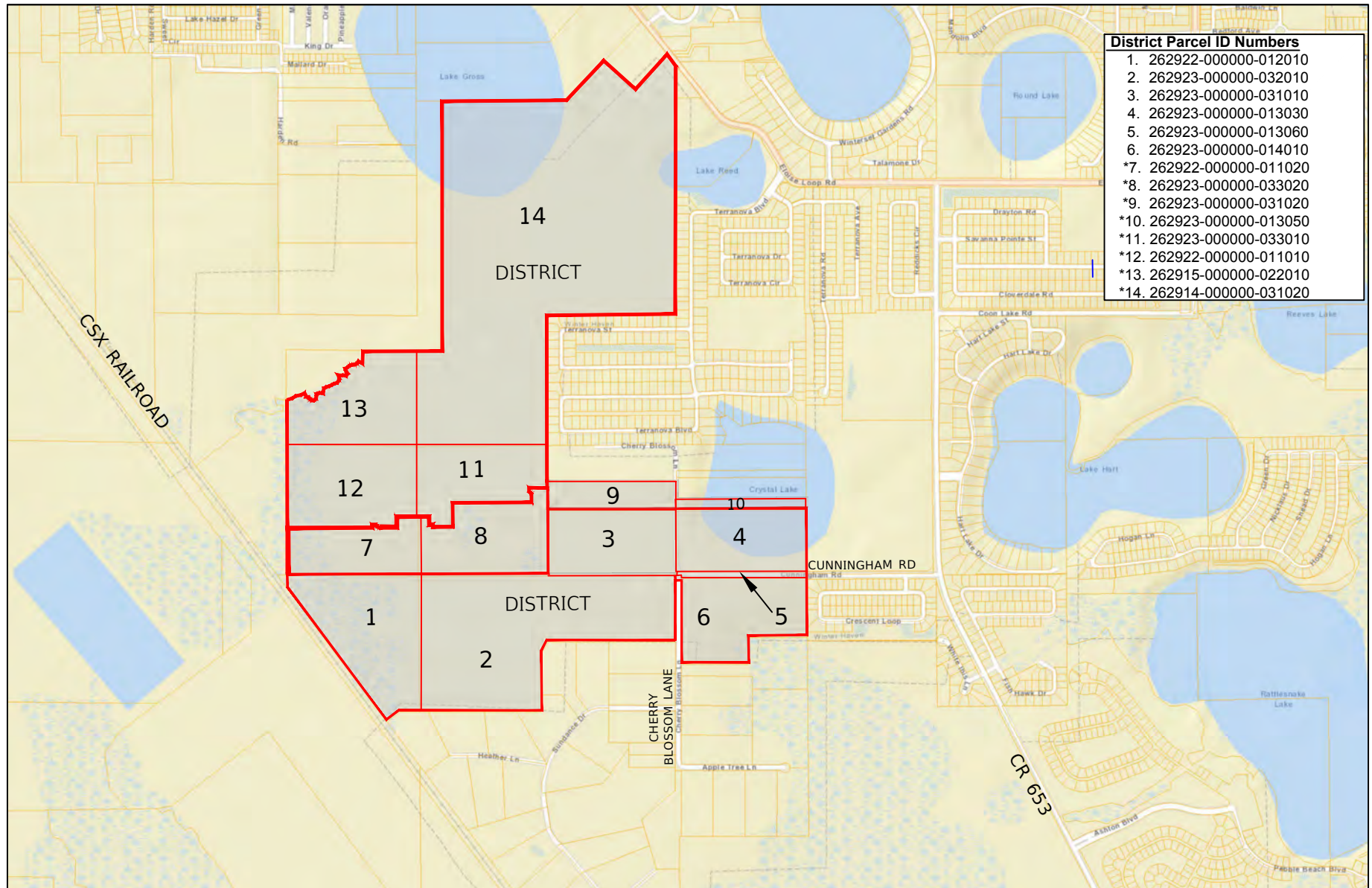
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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

## EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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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

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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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





**AND**

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

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

PAGE 3 OF 5



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OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

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

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

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

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

PAGE 4 OF 5



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

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

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

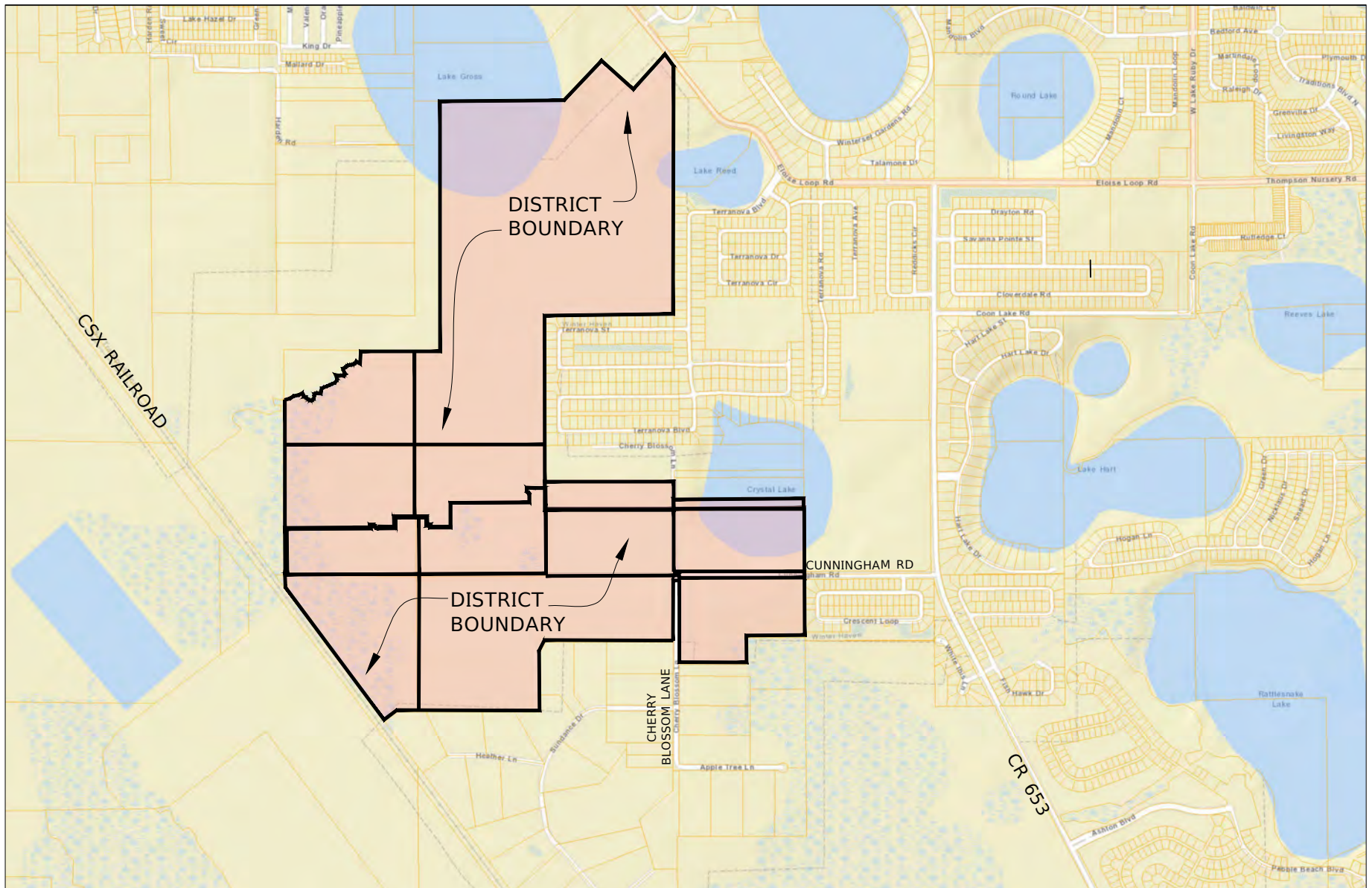
PAGE 5 OF 5



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EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED



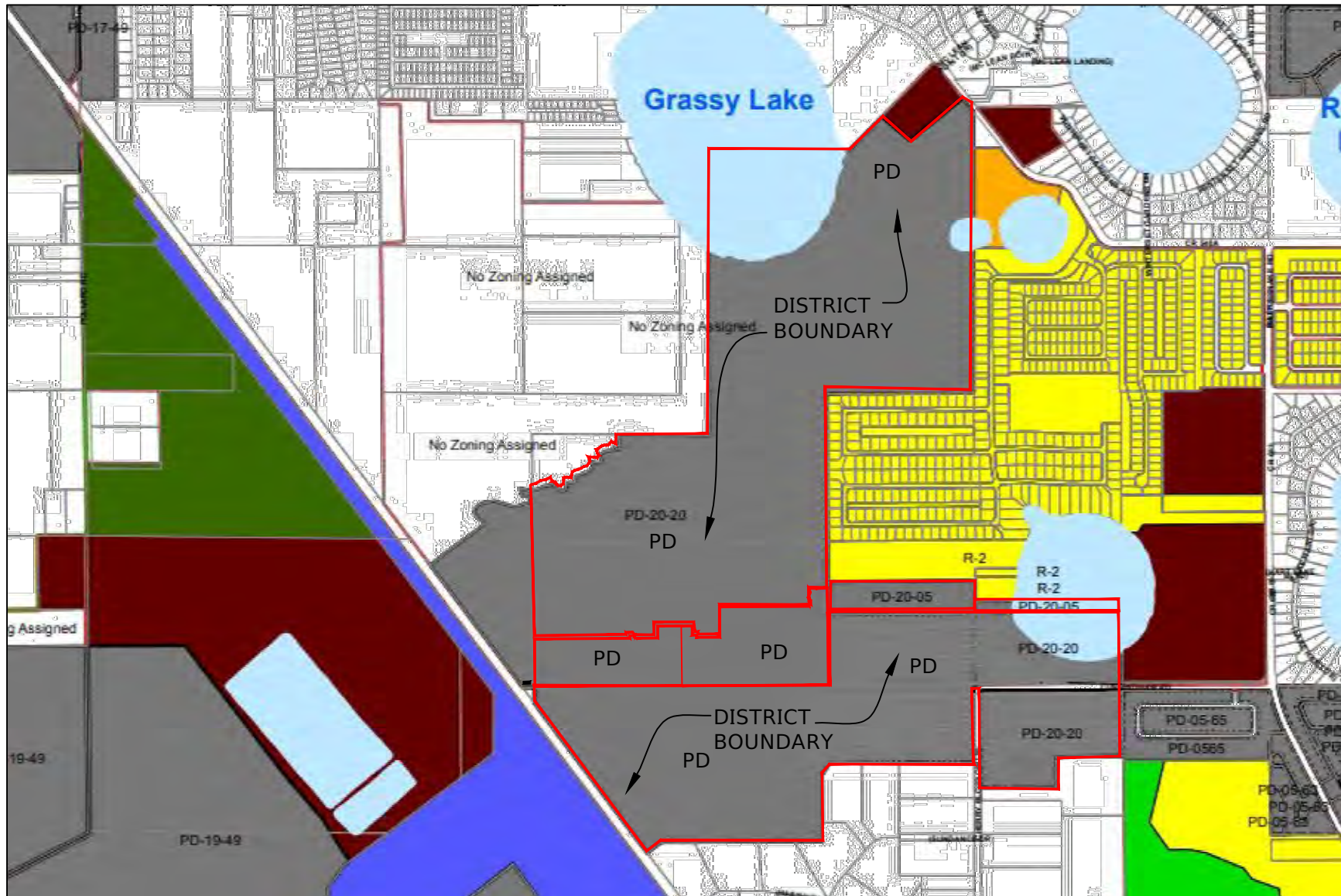


1925 BARTOW ROAD LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 3**  
**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT BOUNDARY MAP**



NO  
SCALE



#### LEGEND

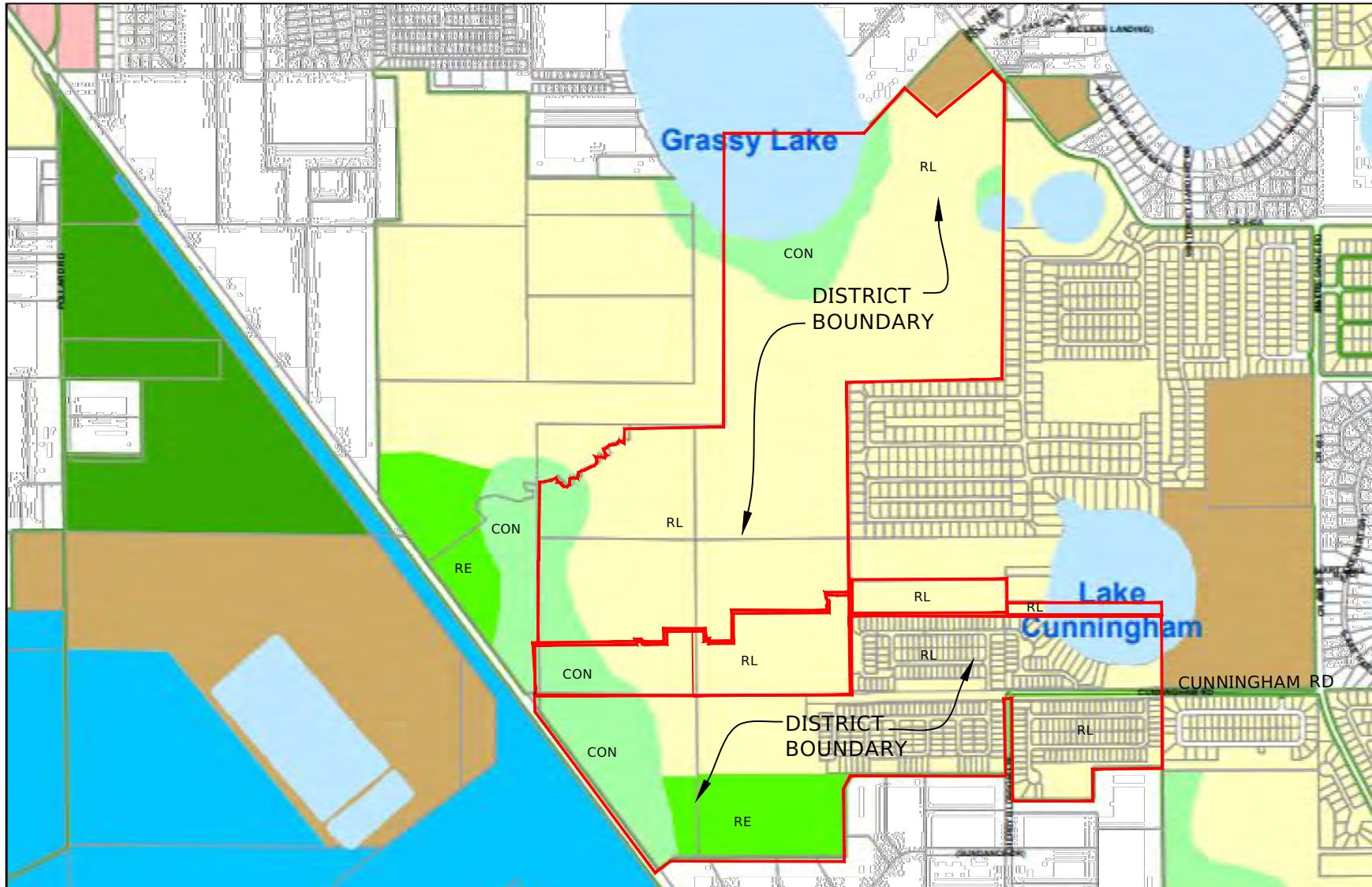
■ PD - PLANNED DEVELOPMENT

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

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







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

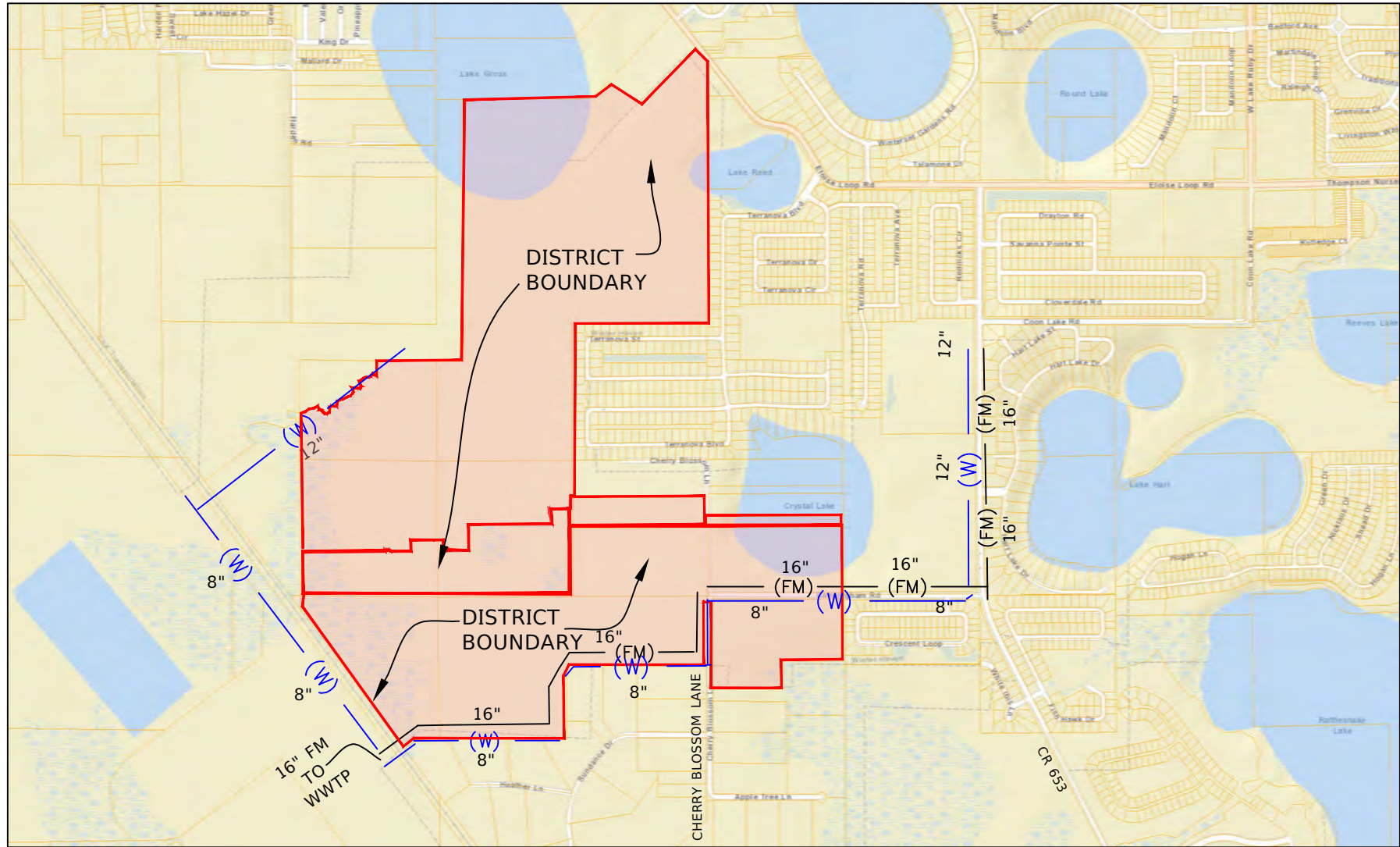
#### LEGEND

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

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



NO  
SCALE



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

#### LEGEND

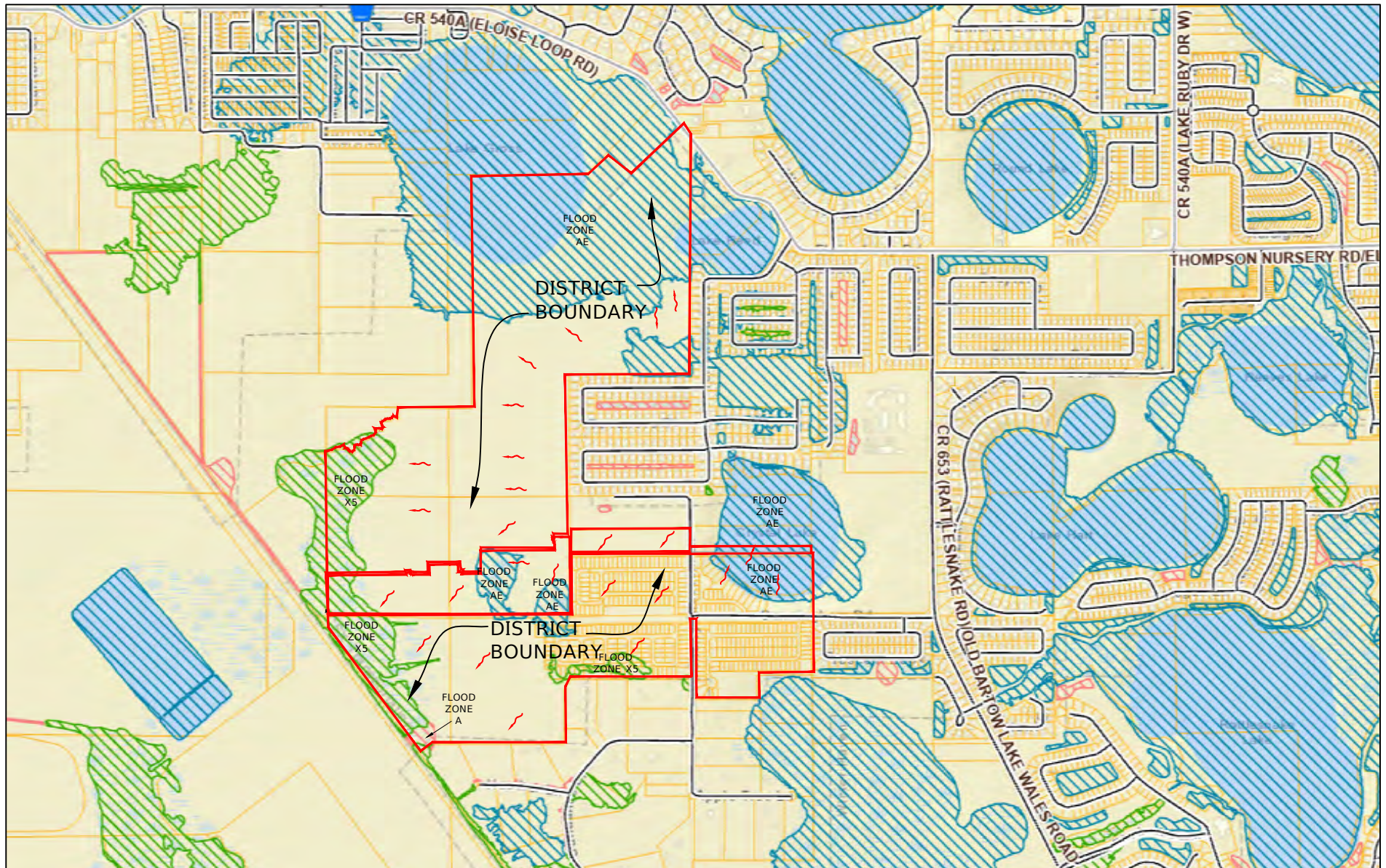
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED

## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**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**

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure</u> <sup>(1)(9)</sup></b>	<b><u>Phase 1</u> <b><u>2019-2020</u></b></b>	<b><u>Phase 2</u> <b><u>2020-2022</u></b></b>	<b><u>Phase 3</u> <b><u>2021-2023</u></b></b>	<b><u>Phase 4</u> <b><u>2022-2024</u></b></b>	<b><u>Phase 5</u> <b><u>2023-2025</u></b></b>	<b><u>Phase 6</u> <b><u>2024-2026</u></b></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.

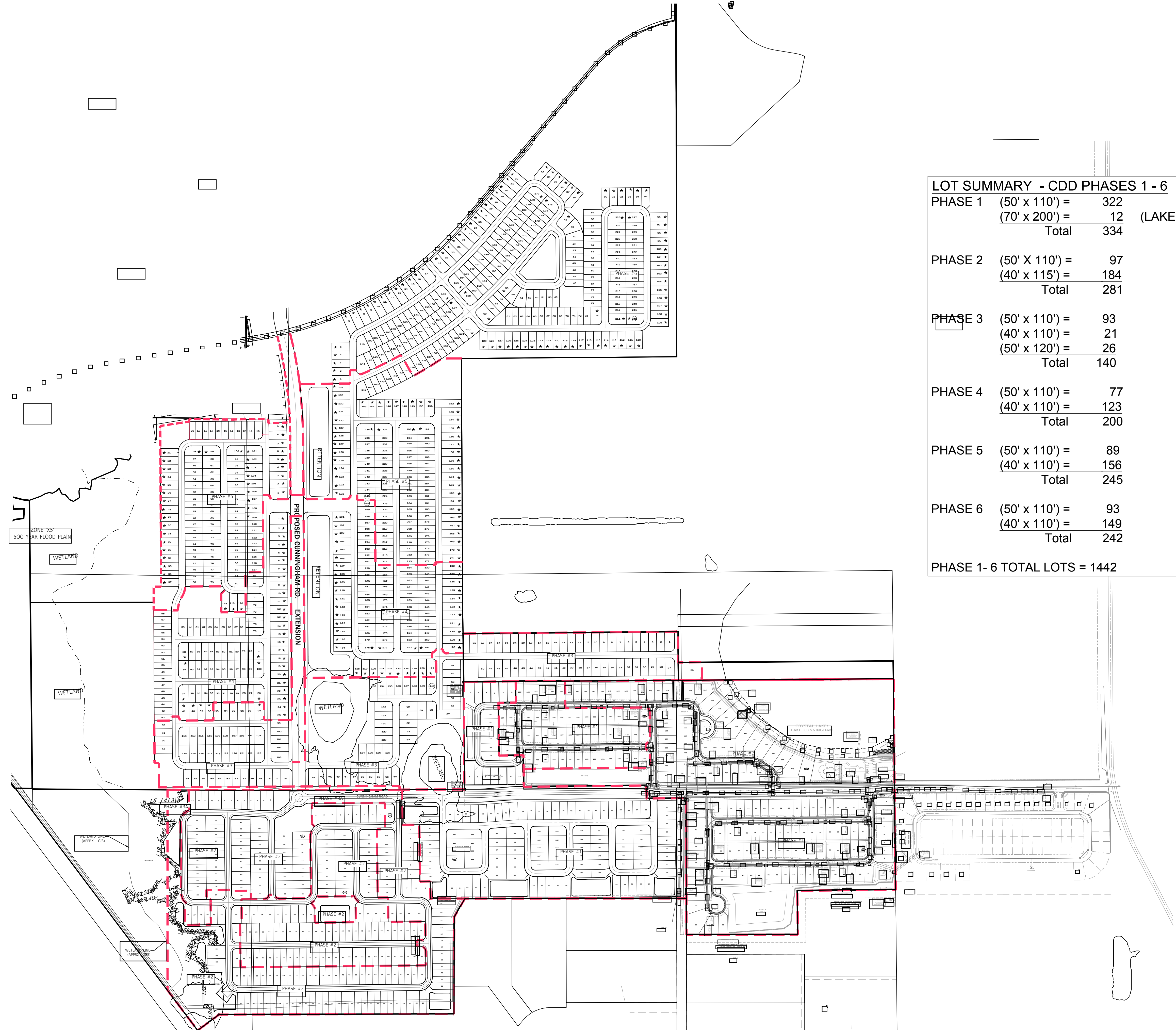
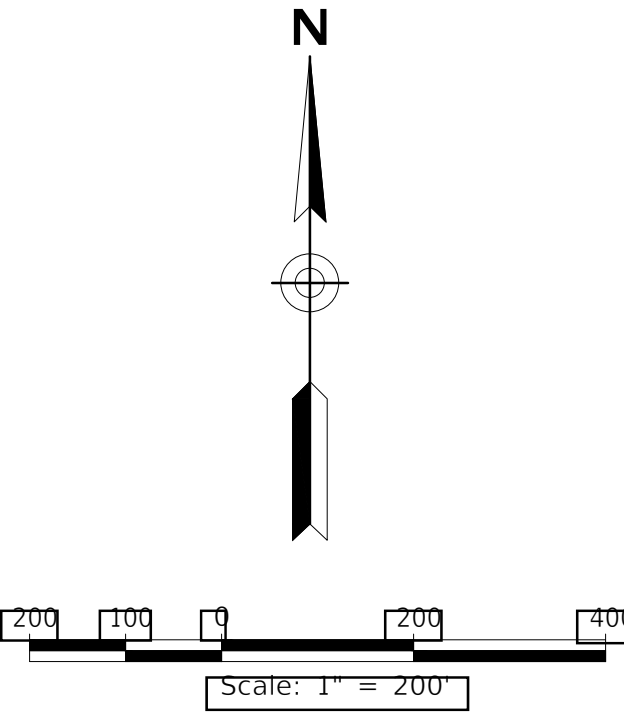
**Composite Exhibit 9**  
**Villamar Community Development District**  
**Summary of Proposed District Facilities**

<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	(LAKEFRONT)
	(70' x 200') =	12	
	Total	334	
PHASE 2	(50' X 110') =	97	
	(40' x 115') =	184	
	Total	281	
PHASE 3	(50' x 110') =	93	
	(40' x 110') =	21	
	(50' x 120') =	26	
	Total	140	
PHASE 4	(50' x 110') =	77	
	(40' x 110') =	123	
	Total	200	
PHASE 5	(50' x 110') =	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

DATE

DATE

DESIGN: (853) 862-2646

FAC: (853) 862-2646

CELL: (853) 862-2646

WOOD & ASSOCIATES

Engineering, LLC

1925 BARTOW ROAD

LAKELAND, FL 33803

DEANIS WOOD, PROFESSIONAL ENGINEER

EMAIL: denniswoodeng@gmail.com

VILLAMAR

OVERALL SITE

POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

DEANIS L. WOOD, P.E. #17668 (FL)

DATE

MASTER SITE PLAN

EXHIBIT 10

## SECTION 3

**AGREEMENT BY AND BETWEEN THE  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT,  
AND CLAYTON PROPERTIES GROUP, INC., REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**CLAYTON PROPERTIES GROUP, INC., D/B/A/ HIGHLAND HOMES**, a Tennessee corporation, a Phase 3 Landowner and owner of certain lands within the District, with a mailing address of 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803, and its successors and assigns (“Phase 3 Landowner” or “Landowner”).

**RECITALS**

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

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, Phase 3 Landowner is the owner and developer of a portion of the lands within the District (“Phase 3 Assessment Area”), described in **Exhibit A**, which will be subject to the proposed issuance of the Phase 3 Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”) attached to this Agreement as **Exhibit B** (“Improvements”), and the estimated costs of the Improvements, described as “Phase 3” (the “Phase 3 Project”), are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on the Phase 3 Assessment Area within the District (the “Phase 3 Special Assessments”), to secure financing for the construction of the Phase 3 Project described in **Exhibit B**, and has validated \$50,000,000 in



special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including the Phase 3 Project; and

**WHEREAS**, the District intends to finance a portion of the Phase 3 Project through the anticipated issuance of its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 3 Project), in the principal amount of \$3,040,000 (the “Phase 3 Bonds”); and

**WHEREAS**, Phase 3 Landowner has requested that the District limit the amount of Phase 3 Special Assessments imposed upon the Phase 3 Assessment Area by allowing the Phase 3 Landowner to directly fund a portion of the Phase 3 Project; and

**WHEREAS**, Phase 3 Landowner has agreed to complete or cause funds to be provided to the District to complete the portion of the Phase 3 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Phase 3 Bonds; and

**WHEREAS**, in consideration of the District limiting the amount of Phase 3 Special Assessments on the Phase 3 Assessment Area, Phase 3 Landowner has requested that the District enter into this Agreement and to provide the terms and conditions under which the Phase 3 Project shall be completed; and

**WHEREAS**, in order to ensure that the Phase 3 Project is completed and funding is available in a timely manner to provide for its completion, Phase 3 Landowner and the District hereby agree that the District will be obligated to issue no more than \$3,040,000 in Phase 3 Bonds to fund the Phase 3 Project and Phase 3 Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Phase 3 Project, over and above the amount of the Phase 3 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

**2. COMPLETION OF IMPROVEMENTS.** Phase 3 Landowner and the District agree and acknowledge that the District’s proposed Phase 3 Bonds will provide only a portion of the funds necessary to complete the Phase 3 Project. Therefore, Phase 3 Landowner hereby agrees to complete the Phase 3 Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Phase 3 Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts.

**(a) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, the Phase 3 Landowner shall

provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, the Phase 3 Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Phase 3 Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of Phase 3 Landowner's portion of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Phase 3 Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds and certify for collection additional debt special assessments in an amount sufficient to complete the Remaining Improvements.

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

**(a)** The District and Phase 3 Landowner agree and acknowledge that the exact location, size, configuration, and composition of the Phase 3 Project may change from that described in the Engineer's Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 3 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Phase 3 Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Phase 3 Bonds then outstanding.

**(b)** The District and Phase 3 Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Phase 3 Assessment Area benefitted by the Phase 3 Project.

**(c)** Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Phase 3 Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$3,040,000 par amount of Phase 3 Bonds and use of the proceeds thereof to fund a portion of the Phase 3 Project, and (b) the scope, configuration, size and/or composition of the Phase 3 Project not materially changing without the consent of Phase 3 Landowner. Such consent is not necessary, and Phase 3 Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Phase 3 Project is materially changed in response to a requirement imposed by a regulatory agency.

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

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

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Phase 3 Bonds then outstanding, with respect to amendments having a material effect on the District's ability to pay debt service on the Phase 3 Bonds.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Phase 3 Landowner, both the District and Phase 3 Landowner have complied with all the requirements of law, and both the District and Phase 3 Landowner have full power and authority to comply with the terms and provisions of this Agreement.

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

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

With a copy to: K E Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Roy Van Wyk



(b) If to Phase 3 Landowner: Clayton Properties Group, Inc.  
3020 South Florida Avenue  
Winter Haven, Florida 33880  
Attn: Joel Adams

With a copy to: Peterson & Myers, P.A.  
255 Lemon Street  
Lakeland, Florida 33801  
Attn: Bart Allen

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

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Phase 3 Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**10. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Phase 3 Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Phase 3 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Phase 3 Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**11. ASSIGNMENT.** No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee

acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Phase 3 Bonds then outstanding.

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

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

**13. PUBLIC RECORDS.** Phase 3 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

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

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

*[Remainder of this page intentionally left blank]*

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

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

WITNESS:

**CLAYTON PROPERTIES GROUP, INC.**  
a Tennessee corporation d/b/a Highland  
Homes

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

\_\_\_\_\_  
By: D. Joel Adams  
Its: Vice President

**Exhibit A:**

Legal Description of Phase 3 Assessment Area

**Exhibit B:**

*Amended and Restated Master Engineer's Report for Capital  
Improvements, dated February 15, 2022*

**Exhibit A**  
**Legal Description of Phase 3 Assessment Area**

**VILLAMAR CDD PH 3 ASSESSMENT AREA**

**140 LOTS (VILLAMAR PH 4 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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

Commence at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23 for the Point of Beginning, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, and the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 417.58 feet; 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, 120.14 feet to a point on the south line of the North 364.00 feet of

the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 89°28'44" East, along said south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1321.79 feet to the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence South 00°36'29" East, along said east line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 189.95 feet to the north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence North 89°43'49" East, along said north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1322.82 feet to the east line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 00°36'26" East, along said east line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 109.00 feet to the south line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 89°43'49" West, along said south line of North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

**Exhibit B**  
***Engineer's Report***

**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**

**February 15, 2022**



**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

## **PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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**

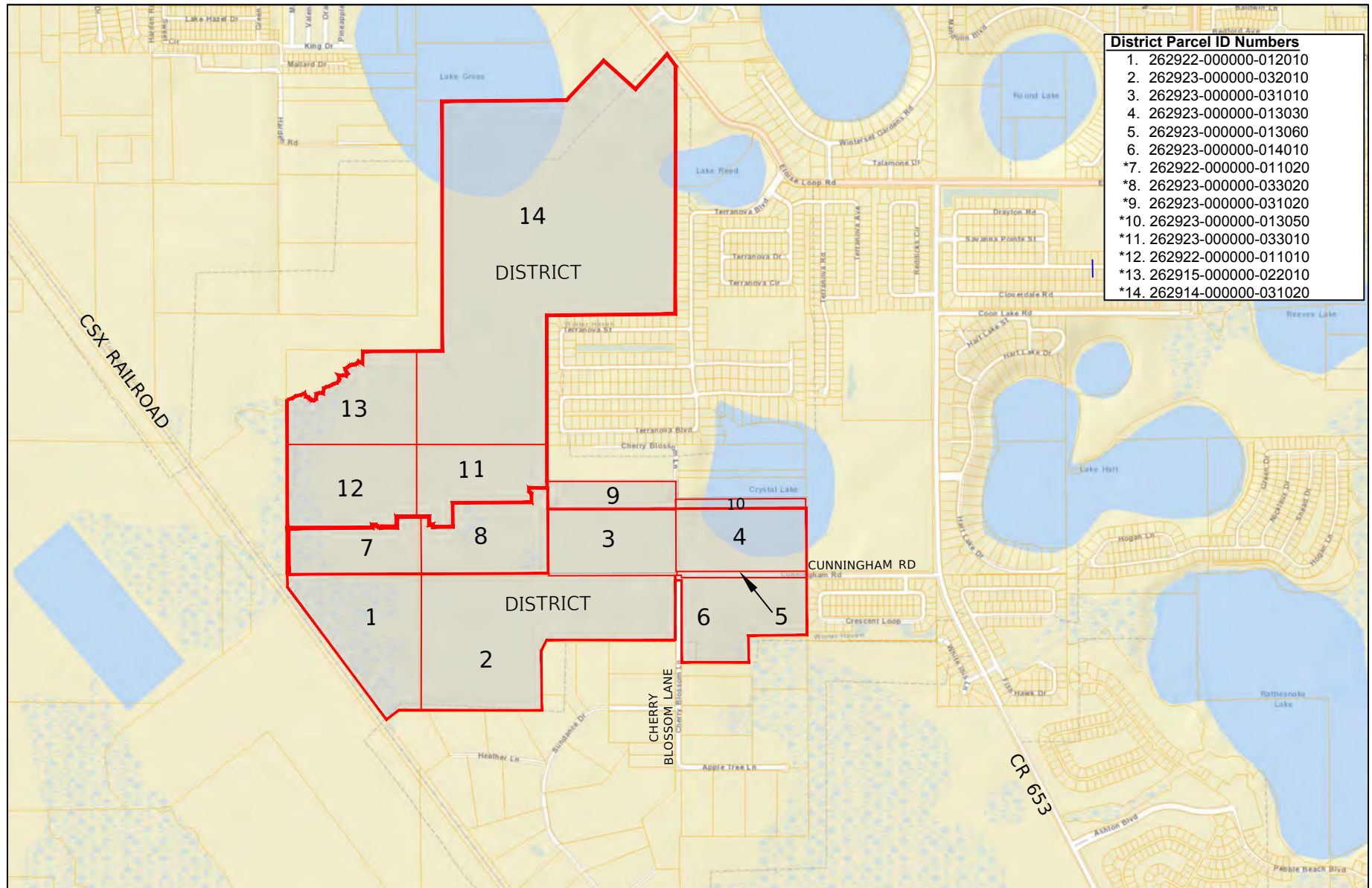
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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

## EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED



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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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



**AND**

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

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

PAGE 3 OF 5



1925 BARTOW ROAD LAKELAND, FL 33801

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

**AND**

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

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

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

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

PAGE 4 OF 5



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

AND

LESS AND EXCEPT THE FOLLOWING:

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

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

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

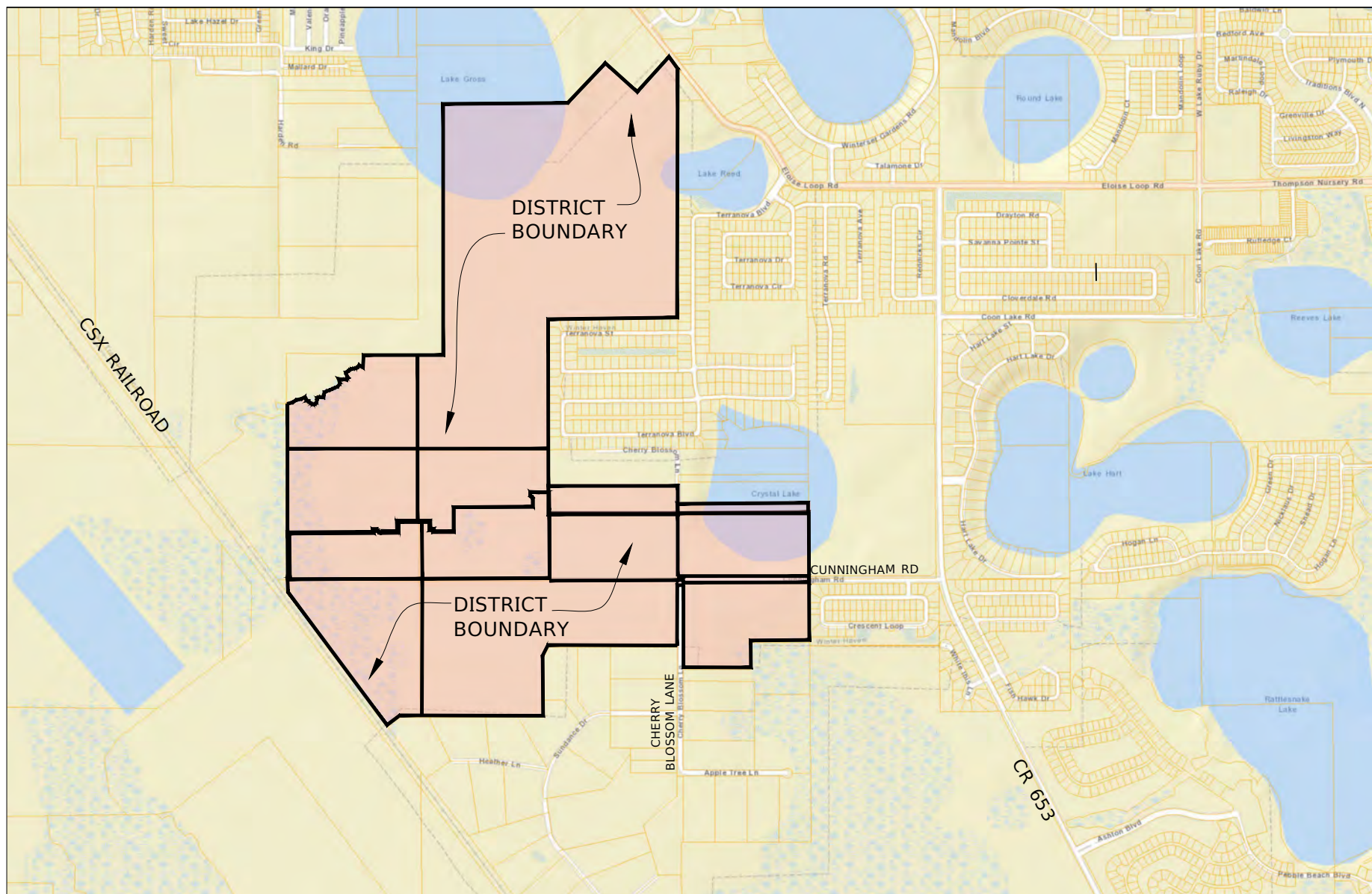
PAGE 5 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED

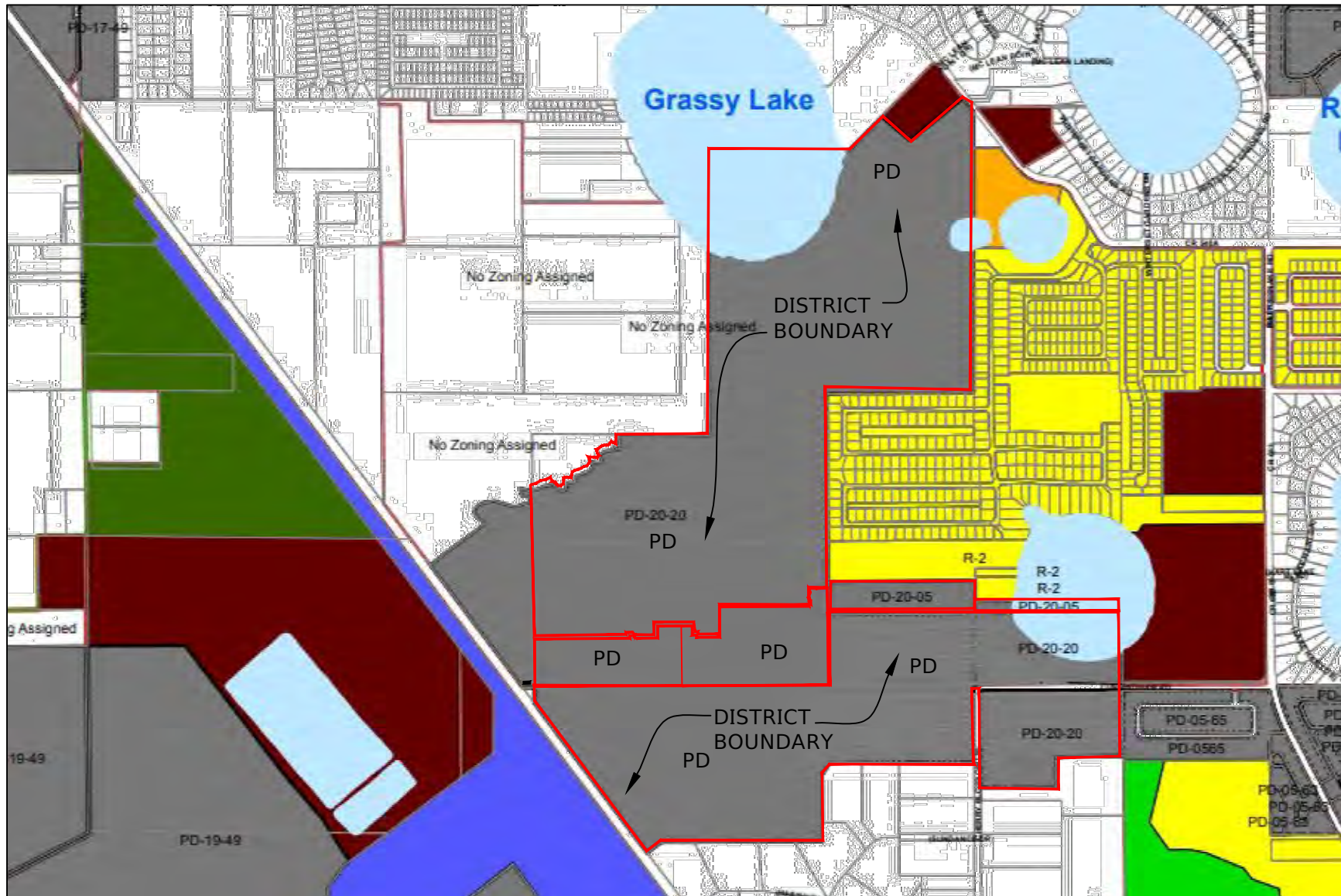




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EXHIBIT 3  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT BOUNDARY MAP





#### LEGEND

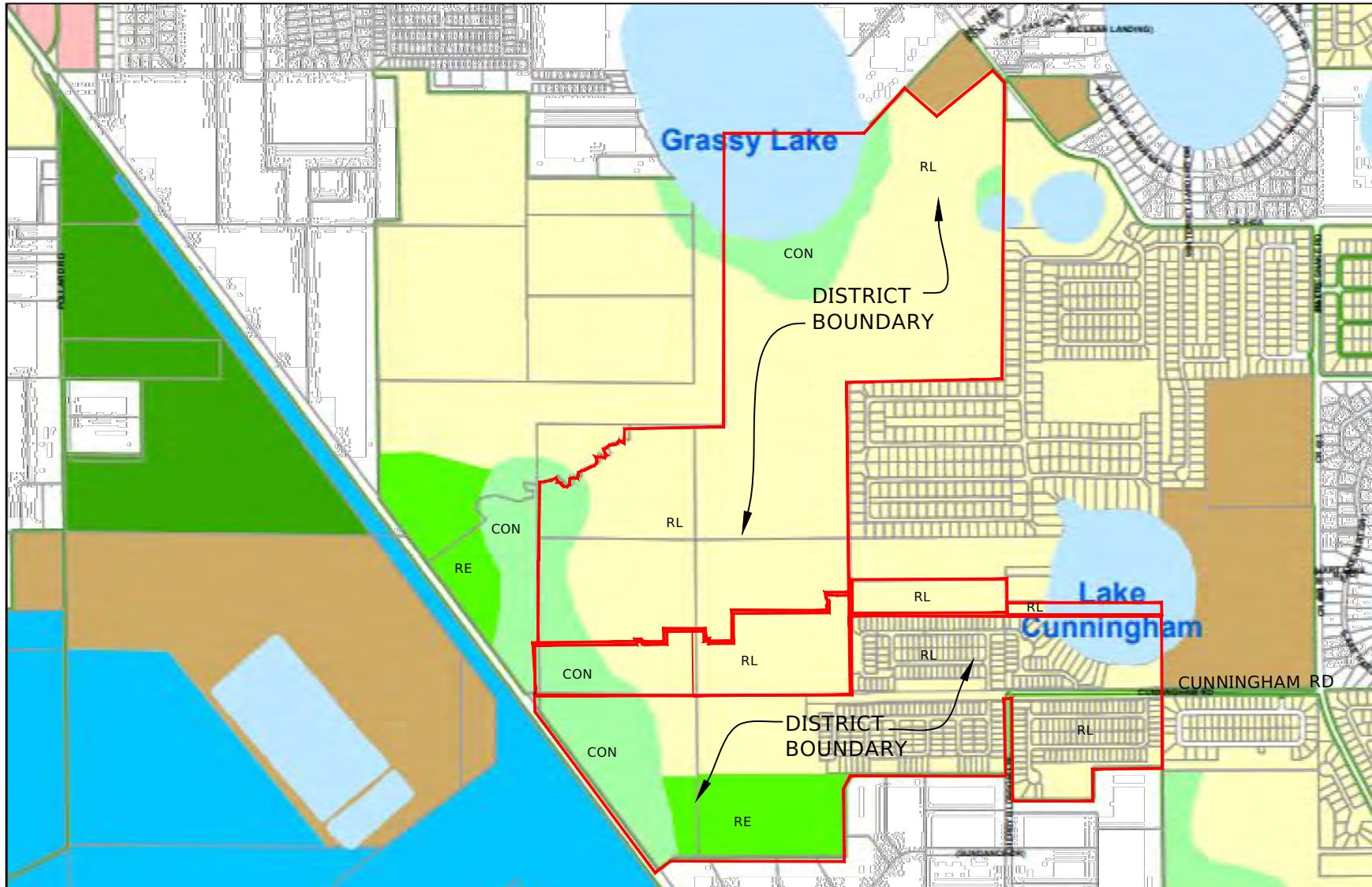
■ PD - PLANNED DEVELOPMENT

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

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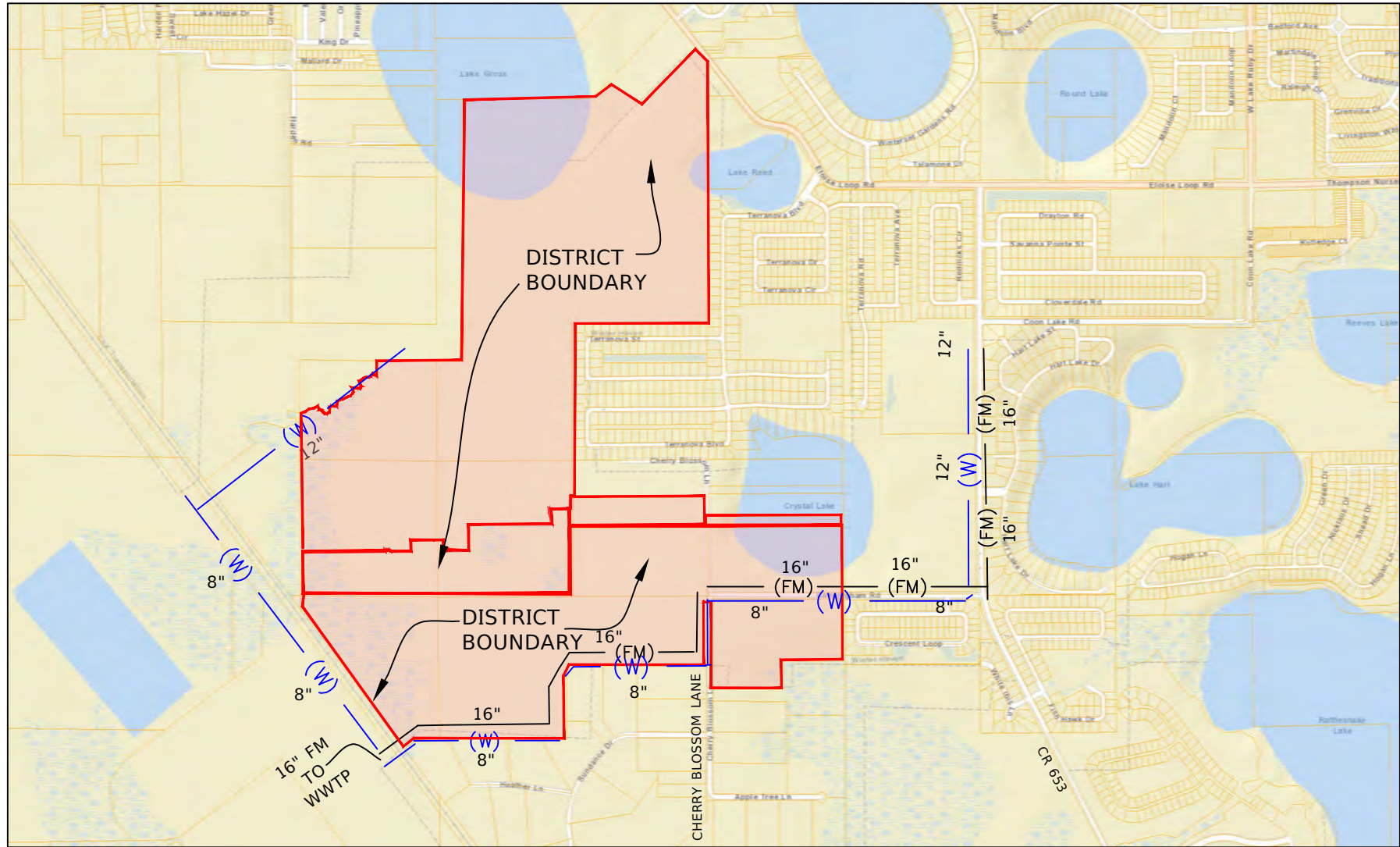
#### LEGEND

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

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



NO  
 SCALE



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#### LEGEND

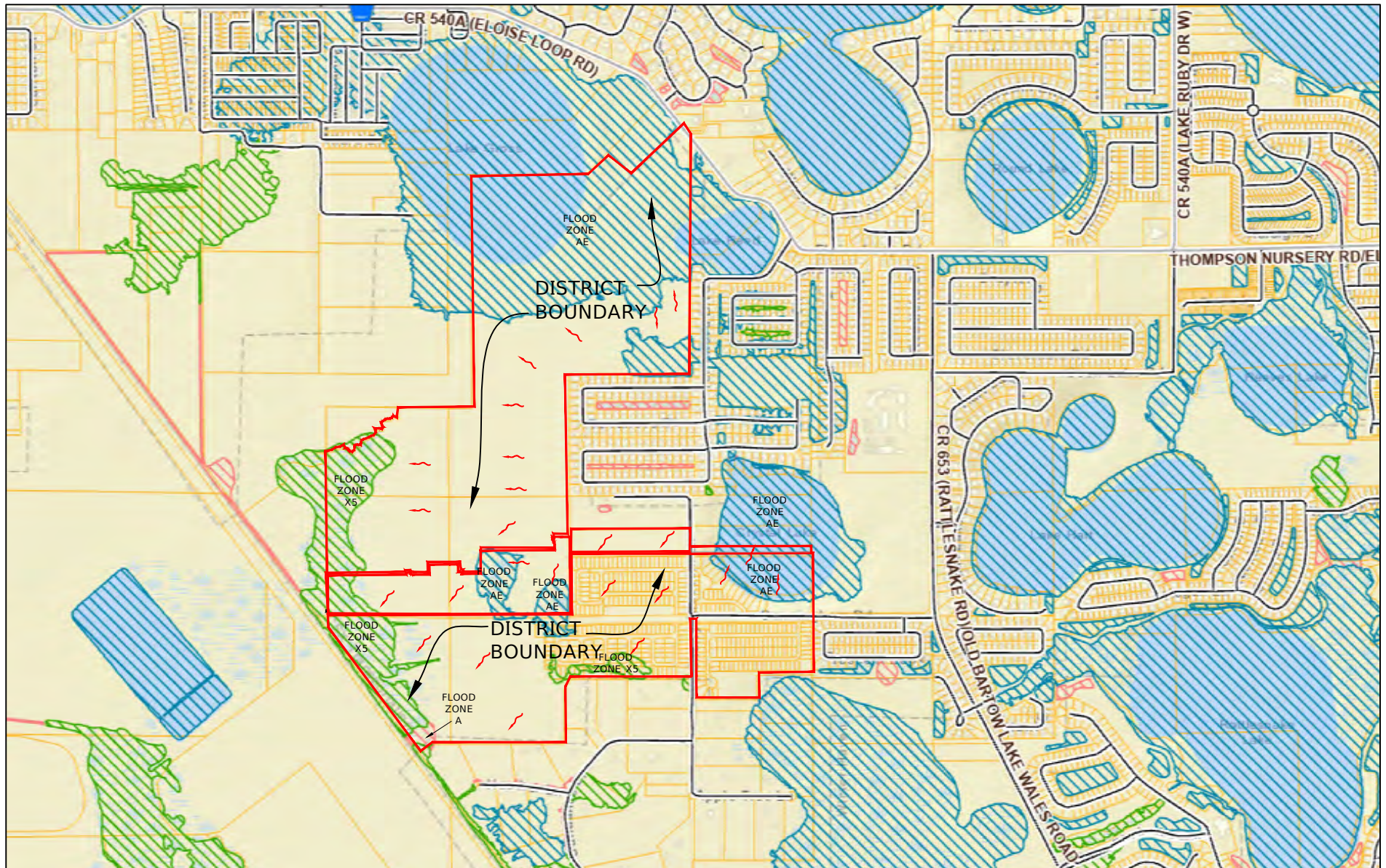
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED

## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure <sup>(1)(9)</sup></u></b>	<b><u>Phase 1 2019-2020</u></b>	<b><u>Phase 2 2020-2022</u></b>	<b><u>Phase 3 2021-2023</u></b>	<b><u>Phase 4 2022-2024</u></b>	<b><u>Phase 5 2023-2025</u></b>	<b><u>Phase 6 2024-2026</u></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.



## SECTION 4

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT RIGHTS RELATING TO THE  
PHASE 3 PROJECT**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE PHASE 3 PROJECT** (“Assignment”) is made this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**CLAYTON PROPERTIES GROUP, INC., D/B/A/ HIGHLAND HOMES**, a Tennessee corporation, a Phase 3 Landowner and owner of certain lands within the District, with a mailing address of 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803, and its successors and assigns (“Phase 3 Landowner” or “Landowner”).

**RECITALS**

**WHEREAS**, Phase 3 Landowner is the owner of a portion of the real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Phase 3 Assessment Area”); and

**WHEREAS**, the District proposes to issue its \$3,040,000 VillaMar Community Development District Special Assessment Bonds, Series 2022 (“Phase 3 Bonds”), to finance certain improvements which will benefit all of the Phase 3 Assessment Area; and

**WHEREAS**, among the security for the repayment of the Phase 3 Bonds are the debt special assessments levied against the Phase 3 Assessment Area (“Phase 3 Special Assessments”); and

**WHEREAS**, the Parties intend that the Phase 3 Assessment Area will be platted and fully developed into a total of 140 residential units (“Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Phase 3 Landowner or its affiliated entities (“Development Completion”), as contemplated by the *Amended and Restated Master Assessment*

*Methodology*, dated July 20, 2021, as supplemented by that *Supplemental Assessment Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022 (together, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the Development, which is being partially financed with the proceeds of the Phase 3 Bonds is described as “Phase 3” in the *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”), and is referred to as the “Phase 3 Project”; and

**WHEREAS**, in the event of default in the payment of the Phase 3 Special Assessments securing the Phase 3 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement between the VillaMar Community Development District and Clayton Properties Group, Inc. Regarding True-Up as to Phase 3 Special Assessments*, dated March 18, 2022), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of June 1, 2019 (the “Master Indenture”), as supplemented by that *Third Supplemental Trust Indenture* dated as of March 1, 2022 (the “Third Supplemental Indenture”; together with the Master Indenture, the “Indenture”), pursuant to which the Phase 3 Bonds are being issued, and the other Agreements being entered into by Phase 3 Landowner concurrent herewith with respect to the Phase 3 Bonds and the Phase 3 Special Assessments (the Indentures and Agreements being referred to collectively as (the “Bond Documents”) and such remedies being referred to collectively as (the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Phase 3 Project.

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

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

**2. COLLATERAL ASSIGNMENT.**

**(a)** Subject to the terms and conditions of this Assignment, Phase 3 Landowner hereby collaterally assigns to the District, to the extent assignable, all of Phase 3 Landowner’s development rights, permits, entitlements and work product relating to development of Phase 3 Project, and Phase 3 Landowner’s rights as declarant of any property owner or homeowner association with respect to Phase 3 Project (collectively, the “Development Rights”), as security for Phase 3 Landowner’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Phase 3 Special Assessments levied against Phase 3 Project that is owned by Phase 3 Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Phase 3 Project, but shall specifically exclude any portion of the Development Rights which relate solely



to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Phase 3 Landowner or homebuyers effective as of such conveyance, or (y) any portion of Phase 3 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Winter Haven, Florida (the “City”), Polk County (the “County”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

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

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

(iii) Preliminary and final site plans and plats;

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

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Phase 3 Project or the construction of improvements within Phase 3 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Phase 3 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Phase 3 Project or the construction of improvements within Phase 3 Project;

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

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

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Phase 3 Project, including, without limitation, Phase 3 Landowner’s contracts with homebuilders, if any, and end users (collectively, “Sales Contracts”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District’s exercise of its rights hereunder upon a failure of Phase 3 Landowner to pay the Phase 3 Special Assessments levied against the portion of Phase 3 Assessment Area owned by Phase 3 Landowner, from time to time, failure of Phase 3 Landowner to satisfy

a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Phase 3 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of Phase 3 Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

**3. WARRANTIES BY PHASE 3 LANDOWNER.** Phase 3 Landowner represents and warrants to the District that:

(a) Phase 3 Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Phase 3 Landowner to execute this Assignment and perform all of Phase 3 Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Phase 3 Project shall subject any and all affiliates or successors-in-interest of Phase 3 Landowner as to the Phase 3 Project or any portion thereof, to this Assignment to the extent of the portion of the Phase 3 Project so conveyed, except to the extent described in Section 2 above.

**4. COVENANTS.** Phase 3 Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Phase 3 Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Phase 3 Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Phase 3 Landowner's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Phase 3 Project, or (ii) limit Phase 3 Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 3(c) below and Phase 3 Landowner's obligations under the Bond Documents.

(c) Phase 3 Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Phase 3 Special Assessments or would materially impair or impede the ability to achieve Development Completion.

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

**6. REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to any portion of Phase 3 Project owned by Phase 3 Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Phase 3 Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Phase 3 Landowner therein as fully as Phase 3 Landowner could;

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

(c) Further assign any and all of the Development Rights to a third-party acquiring title to the Phase 3 Project or any portion thereof from the District or at a District foreclosure sale.

**7. AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, Phase 3 Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Phase 3 Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Phase 3 Landowner from its obligations under this Assignment.

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

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

**10. NOTICES.** All notices, requests, consents and other communications under this Assignment (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Phase 3 Landowner may deliver Notice on behalf of the District and the Phase 3 Landowner, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**11. ARM’S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the Parties as an arm’s length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Phase 3 Landowner.

**12. THIRD PARTY BENEFICIARIES.** The Parties hereto agree that the trustee under the Indenture (“Trustee”), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Phase 3 Landowner’s obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the Phase 3 Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

**13. AMENDMENT.** This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Phase 3 Bonds then outstanding with respect to amendments having a material effect on the District’s ability to pay debt service on the Phase 3 Bonds.

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

describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

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

**16. PUBLIC RECORDS.** The Phase 3 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

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

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

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

*[Remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, Phase 3 Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

**CLAYTON PROPERTIES GROUP, INC.**, d/b/a Highland Homes,  
a Tennessee corporation

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

\_\_\_\_\_  
By: D. Joel Adams  
Its: Vice President

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of March, 2022, by D. Joel Adams as Vice President of Clayton Properties Group, Inc., d/b/a Highland Homes, on behalf of the corporation.

[notary seal]

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

WITNESSES:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of March, 2022, by Warren K. (Rennie) Heath II, as  
Chairperson of the Board of Supervisors of the VillaMar Community Development District.

[notary seal]

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

**Exhibit A:** Legal Description of the Phase 3 Assessment Area



**Exhibit A**  
**Legal Description of Phase 3 Assessment Area**

**VILLAMAR CDD PH 3 ASSESSMENT AREA**

**140 LOTS (VILLAMAR PH 4 DEVELOPMENT PHASE)**

DESCRIPTION PER BOUNDARY SURVEY:

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

Commence at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23 for the Point of Beginning, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, and the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 417.58 feet; 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  $02^{\circ}57'39''$ , a chord bearing of South  $89^{\circ}02'26''$  East, and a chord length of 14.47 feet; thence Easterly, along the arc of said curve, 14.47 feet; thence North  $89^{\circ}28'44''$  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  $00^{\circ}35'58''$  West, along said east line, 120.14 feet to a point on the south line of the North 364.00 feet of the North  $1/2$  of the Northeast  $1/4$  of the Northwest  $1/4$  of said Section 23; thence North  $89^{\circ}28'44''$  East, along said south line of the North 364.00 feet of the North  $1/2$  of the Northeast  $1/4$  of the Northwest  $1/4$  of Section 23, a distance of 1321.79 feet to the east line of the Northeast  $1/4$  of the Northwest  $1/4$  of said Section 23; thence South  $00^{\circ}36'29''$  East, along said east line of the Northeast  $1/4$  of the Northwest  $1/4$  of Section 23, a distance of 189.95 feet to the north line of the South 109.00 feet of the North  $1/2$  of the Northwest  $1/4$  of the Northeast  $1/4$  of said Section 23; thence North  $89^{\circ}43'49''$  East, along said north line of the South 109.00 feet of the North  $1/2$  of the Northwest  $1/4$  of the Northeast  $1/4$  of Section 23, a distance of 1322.82 feet to the east line of said North  $1/2$  of the Northwest  $1/4$  of the Northeast  $1/4$  of Section 23; thence South  $00^{\circ}36'26''$  East, along said east line of the North  $1/2$  of the Northwest  $1/4$  of the Northeast  $1/4$  of Section 23, a distance of 109.00 feet to the south line of said North  $1/2$  of the Northwest  $1/4$  of the Northeast  $1/4$  of Section 23; thence South  $89^{\circ}43'49''$  West, along said south line of North  $1/2$  of the Northwest  $1/4$  of the Northeast  $1/4$  of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

# SECTION 5

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

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

**DECLARATION OF CONSENT TO JURISDICTION OF  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT AND TO  
IMPOSITION OF SPECIAL ASSESSMENTS**

**(PHASE 3 SPECIAL ASSESSMENTS)**

**CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, (the “Phase 3 Landowner” or “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Phase 3 Assessment Area” or “Property”), located within the boundaries of the VillaMar Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after November 26, 2018, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Commission of the City of Winter Haven, Florida (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. O-18-70, as amended by Ordinance No. O-20-40 and O-21-32, effective as of November 26, 2018, October 26, 2020, and April 12, 2021 respectively (together, the “Ordinance”), were duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from November 26, 2018, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the special assessments (“Phase 3 Special Assessments”) imposed by, but not limited to, Resolutions Nos. 2019-25, 2019-29, 2019-32, and 2022-06 (collectively, the “Assessment Resolutions”), duly adopted by the Board of Supervisors of the District (the “Board”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Phase 3 Special Assessments, and the Phase 3 Special Assessments are legal,

valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

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

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Phase 3 Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the VillaMar Community Development District Special Assessment Bonds, Series 2022, (Phase 3 Project) in the principal amount of \$3,040,000 (the "Phase 3 Bonds") or securing payment thereof and all other documents and certifications relating to the issuance of the Special Assessment Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Phase 3 Special Assessments or claims of invalidity, deficiency or unenforceability of the Phase 3 Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Phase 3 Special Assessments collected by mailed notice of the District, such unpaid Phase 3 Special Assessments and future Phase 3 Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Special Assessments or the Phase 3 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Phase 3 Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 Livingston Street, Orlando, Florida 32801.

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

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

EFFECTIVE THIS 18<sup>th</sup> day of March 2022.

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

WITNESSES:

**CLAYTON PROPERTIES GROUP,  
INC.**, a Tennessee corporation d/b/a  
Highland Homes

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

\_\_\_\_\_  
By: D. Joel Adams  
Its: Vice President

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by D. Joel Adams as Vice President of Clayton Properties Group, Inc., d/b/a Highland Homes, on behalf of the corporation.

[notary seal]

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

**EXHIBIT A**  
**VILLAMAR CDD PH 3 ASSESSMENT AREA**

**140 LOTS (VILLAMAR PH 4 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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

Commence at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23 for the Point of Beginning, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, and the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 417.58 feet; 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, 120.14 feet to a point on the south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 89°28'44" East, along said south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1321.79 feet to the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence South 00°36'29" East, along said east line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 189.95 feet to the north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence North 89°43'49" East, along said north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1322.82 feet to the east line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 00°36'26" East, along said east line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 109.00 feet to the south line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 89°43'49" West, along said south line of North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

## SECTION B

# SECTION 1

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**AGREEMENT BETWEEN THE VILLAMAR COMMUNITY DEVELOPMENT  
DISTRICT, AND VMAR DEV, LLC, REGARDING  
TRUE-UP AS TO PHASE 4 ASSESSMENTS**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**VMAR DEV, LLC**, a Florida limited liability company, owner of certain lands within the District known as the Phase 4 Lands, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns, (“Phase 4 Landowner” or “Landowner”).

**RECITALS**

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

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

**WHEREAS**, Phase 4 Landowner is the owner of all of the lands within the District known as the Phase 4 Lands, which lands are described in **Exhibit A** (“Phase 4 Assessment Area”); and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, as detailed in the *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”) for the improvements associated with the development of Phase 4 (the “Phase 4 Project”), attached to this Agreement as **Exhibit B** and the estimated costs of the improvements related to Phase 4 Project is identified therein; and

**WHEREAS**, the District intends to finance a portion of the Phase 4 Project, through the anticipated issuance of its VillaMar Community Development District Special Assessment Bonds, Series 2022, (Phase 4 Project) in the principal amount of \$4,295,000 (the “Phase 4 Bonds”); and

**WHEREAS**, pursuant to Resolutions Nos. 2021-12, 2021-13, and 2021-17, and 2022-06 (the “Assessment Resolutions”), the District imposed special assessments on Phase 4 Assessment Area (the “Phase 4 Assessments”) within the District to secure the repayment of the Phase 4 Bonds; and

**WHEREAS**, Phase 4 Landowner agrees that all developable lands within Phase 4 Assessment Area, including Phase 4 Landowner’s property, benefit from the timely design, construction, or acquisition of the Phase 4 Project; and

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

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

**WHEREAS**, the *Amended and Restated Master Assessment Methodology*, dated July 20, 2021, as supplemented by that *Supplemental Assessment Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022 (collectively, the “Assessment Report”), provides that as the Phase 4 Assessment Area is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Phase 4 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Phase 4 Assessment Area within the District, which assumptions were provided by Phase 4 Landowner; and

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

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which Phase 4 Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District’s Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

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

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

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

**SECTION 2. COVENANTS.**

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

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

**SECTION 3. SPECIAL ASSESSMENT REALLOCATION.**

**A.** *Assumptions as to the Phase 4 Assessment Area.* As of the date of the execution of this Agreement, Phase 4 Landowner has informed the District that Phase 4 Landowner intends to plat Phase 4 Assessment Area into a total of 200 single family lots.

**B.** *Process for Reallocation of Assessments.* The Phase 4 Assessments will be reallocated among Phase 4 Assessment Area as Phase 4 Assessment Area is platted or re-platted (hereinafter referred to as “plat” or “platted”). In connection with such platting of Phase 4 Assessment Area of the District, the Phase 4 Assessments imposed on the lands being platted will be allocated based upon the precise number of lots within the area being platted. It is intended that all the Phase 4 Assessment Area will be assigned to the 200 lots platted in Phase 4 Assessment Area. In furtherance thereof, at such time as Phase 4 Assessment Area is to be platted, Phase 4 Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Phase 4 Assessments to the number of lots being platted and the remaining lands in Phase 4 Assessment Area in accordance with the District’s Assessment Report and cause such reallocation to be recorded in the District’s Improvement Lien Book.

**(i)** It is an express condition of the liens established by the Assessment Resolutions that all plats containing any portion of Phase 4 Assessments within the District owned by Phase 4 Landowner shall be presented to the District for review and allocation of the Phase 4 Assessments to the lots being platted and the remaining property within Phase 4 Assessment Area in accordance with the Assessment Report (“Reallocation”). Phase 4 Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Phase 4 Assessments and enforcement of the District’s assessment liens. Nothing herein shall in

any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

**(ii)** The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 200 platted lots within Phase 4 Assessment Area of the District. Thus, at the time of platting of any portion of Phase 4 Assessment Area, or any re-platting thereof, there must be at least 200 platted lots in Phase 4 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Phase 4 Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Phase 4 Assessment Area as in the par amount per platted lot as set forth in the Assessment Report.

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

**(iv)** If at the time the True-Up calculation is performed, it is determined that less than 200 lots are to be platted within Phase 4 Assessment Area, a True-Up Payment shall become due and payable by Phase 4 Landowner. Any such True-Up Payment determined to be due by Phase 4 Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Phase 4 Assessments installment payable for Phase 4 Assessment Area owned by Phase 4 Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Phase 4 Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Phase 4 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Phase 4 Bonds, Phase 4 Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

**(v)** The foregoing is based on the District's understanding with Phase 4 Landowner that Phase 4 Landowner will plat or cause to be platted at least 200 residential lots within Phase 4 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated residential dwelling units from being platted. In the event Phase 4 Landowner plats less than 200 lots within Phase 4 Assessment Area, the Phase 4 Landowner may either make a True-Up Payment or leave unassigned Phase 4 Assessments on un-platted lands within Phase 4 Assessment Area provided the maximum debt allocation per acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Phase 4 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Phase 4 Project, including all costs of financing and interest. The District, however, may collect Phase 4 Assessments in excess of the annual debt service related to the Phase 4 Project, including all costs of financing and interest, which shall be applied to prepay the Phase 4 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Phase 4 Assessments collected in excess of the District's total debt service obligation for the Phase



4 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the Phase 4 Assessments.

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

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

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

**A.** If to the District: VillaMar Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Roy Van Wyk

**B.** If to Landowner: VMar Dev, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Adam Rhinehart

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 9. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all Phase 4 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Phase 4 Bonds then outstanding.

**SECTION 10. NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, The Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**SECTION 11. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Phase 4 Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Phase 4 Landowner any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District

and Phase 4 Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Phase 4 Bonds, on behalf of the owners of the Phase 4 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Phase 4 Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 13. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 14. PUBLIC RECORDS.** Phase 4 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 16. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

*[Remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, Phase 4 Landowner and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

**VMAR DEV, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Adam Rhinehart  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Adam Rhinehart as Manager of Vmar Dev, LLC, a Florida limited liability company, on behalf of the company.

[notary seal]

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

WITNESSES:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by Warren K. (Rennie)  
Heath II, as Chairperson of the Board of Supervisors of the VillaMar Community Development  
District.

[notary seal]

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

**Exhibit A:**

**Composite Exhibit B:**

Legal Description of Phase 4 Assessment Area

*Amended and Restated Master Engineer's Report for Capital  
Improvements, dated February 15, 2022*

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

**VILLAMAR CDD PH 4 ASSESSMENT AREA**

**200 LOTS (VILLAMAR PH 5 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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.

**Exhibit B**  
***Engineer's Report***

**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**

**February 15, 2022**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

## **PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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.

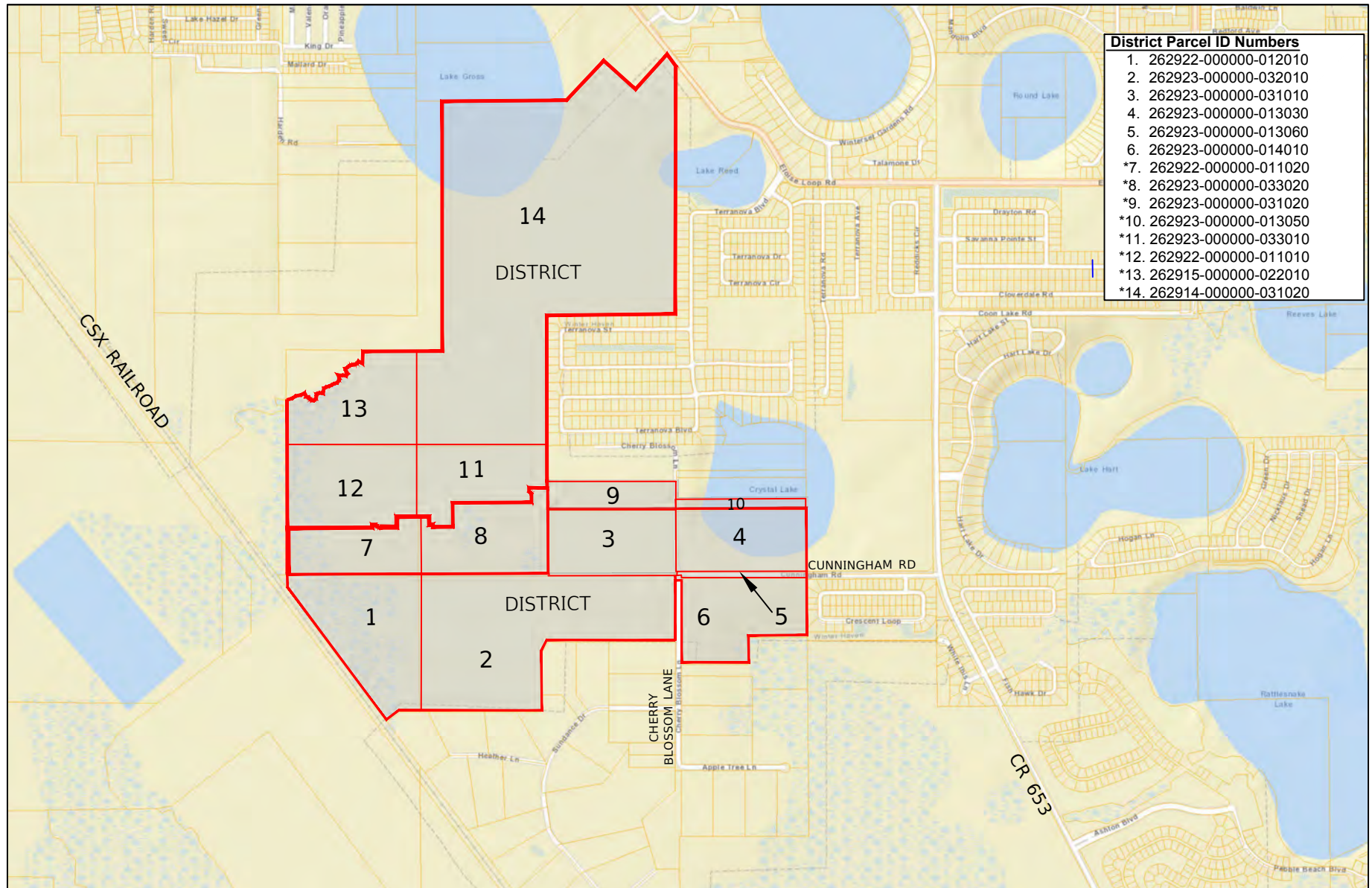


## **X. CONCLUSION**

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.



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

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

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED

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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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





**AND**

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

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

PAGE 3 OF 5



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

**AND**

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

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

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

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

PAGE 4 OF 5



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

AND

LESS AND EXCEPT THE FOLLOWING:

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

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

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

PAGE 5 OF 5



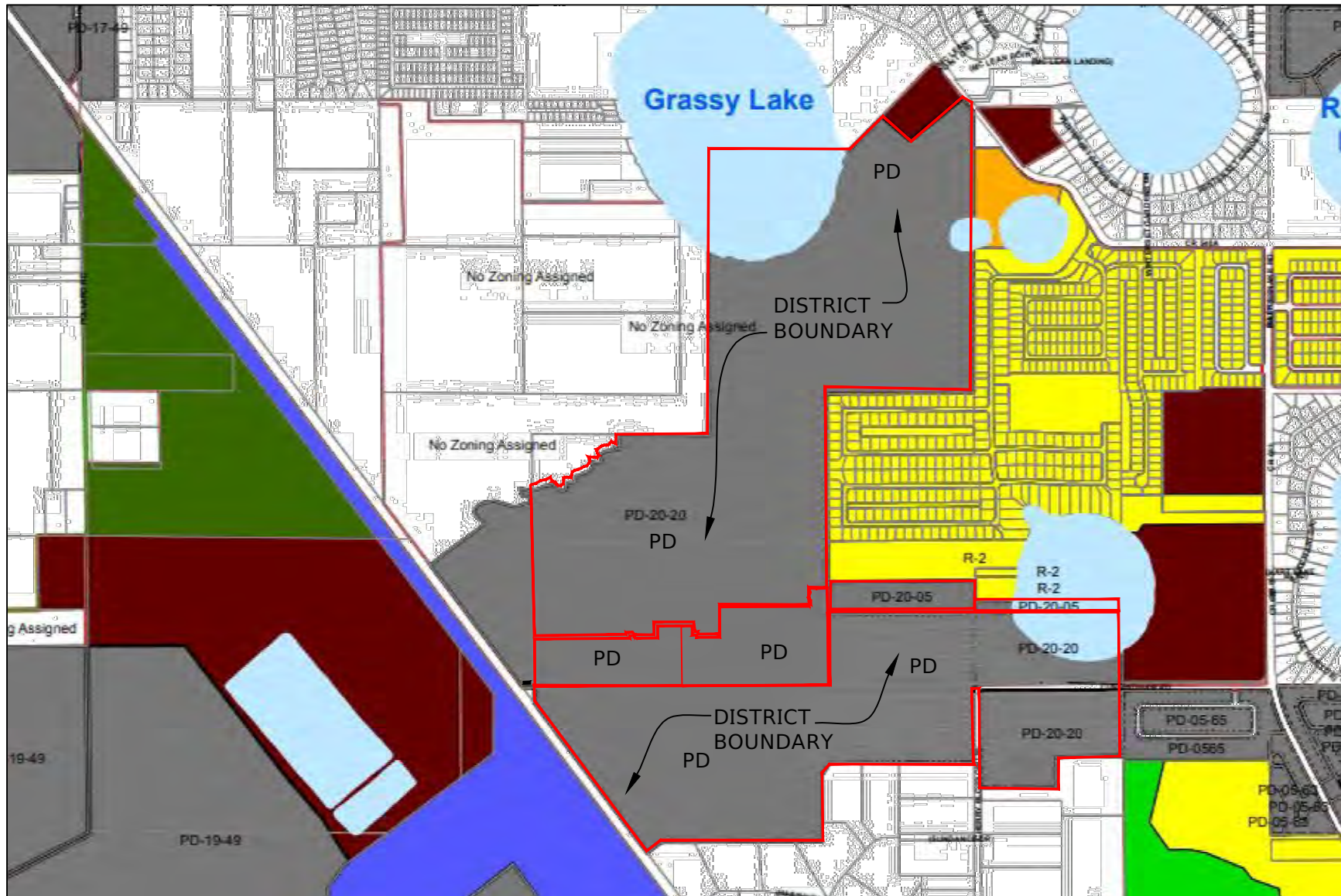
1925 BARTOW ROAD LAKELAND, FL 33801  
OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED









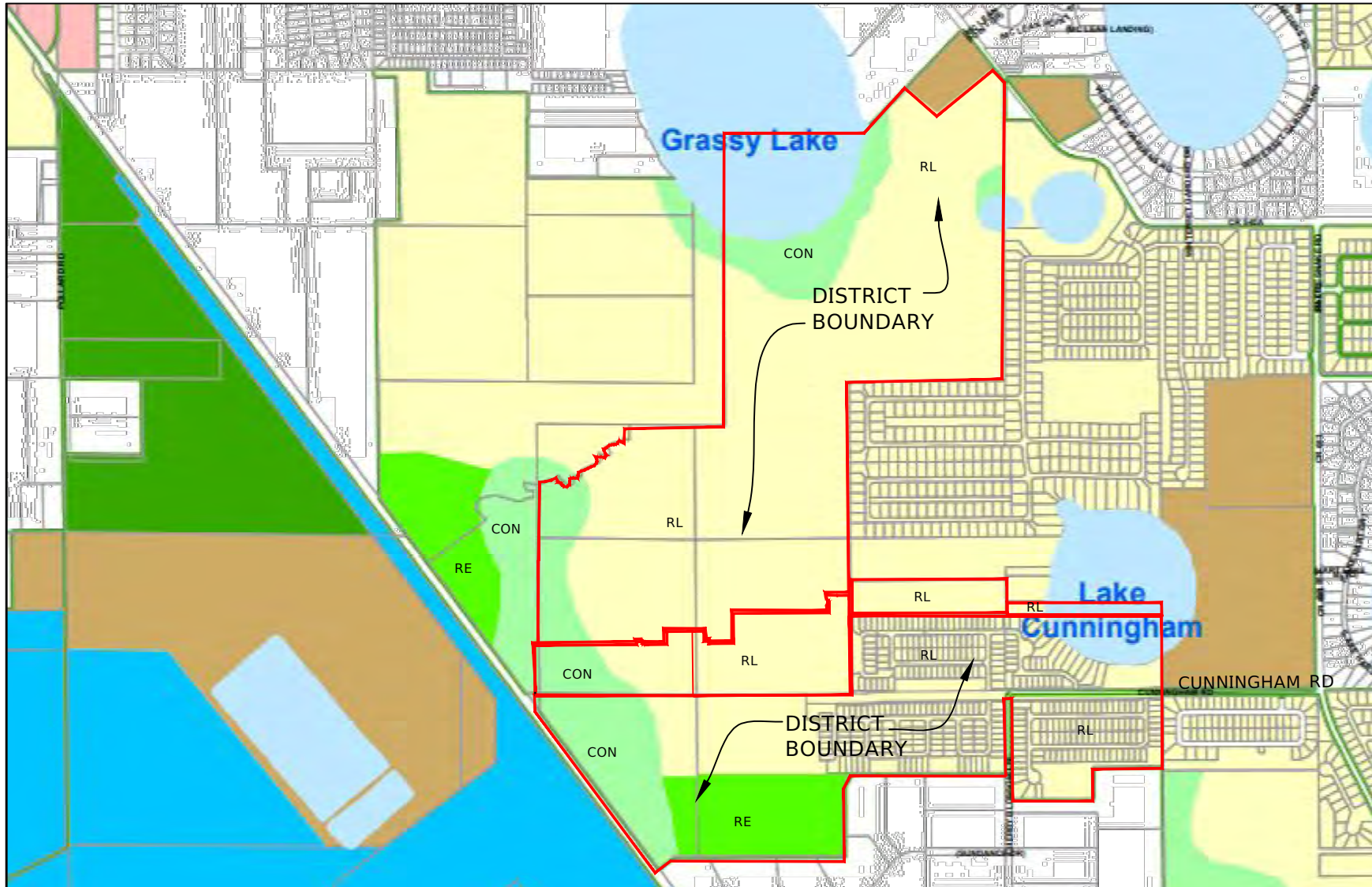
#### LEGEND

■ PD - PLANNED DEVELOPMENT

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

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

#### LEGEND

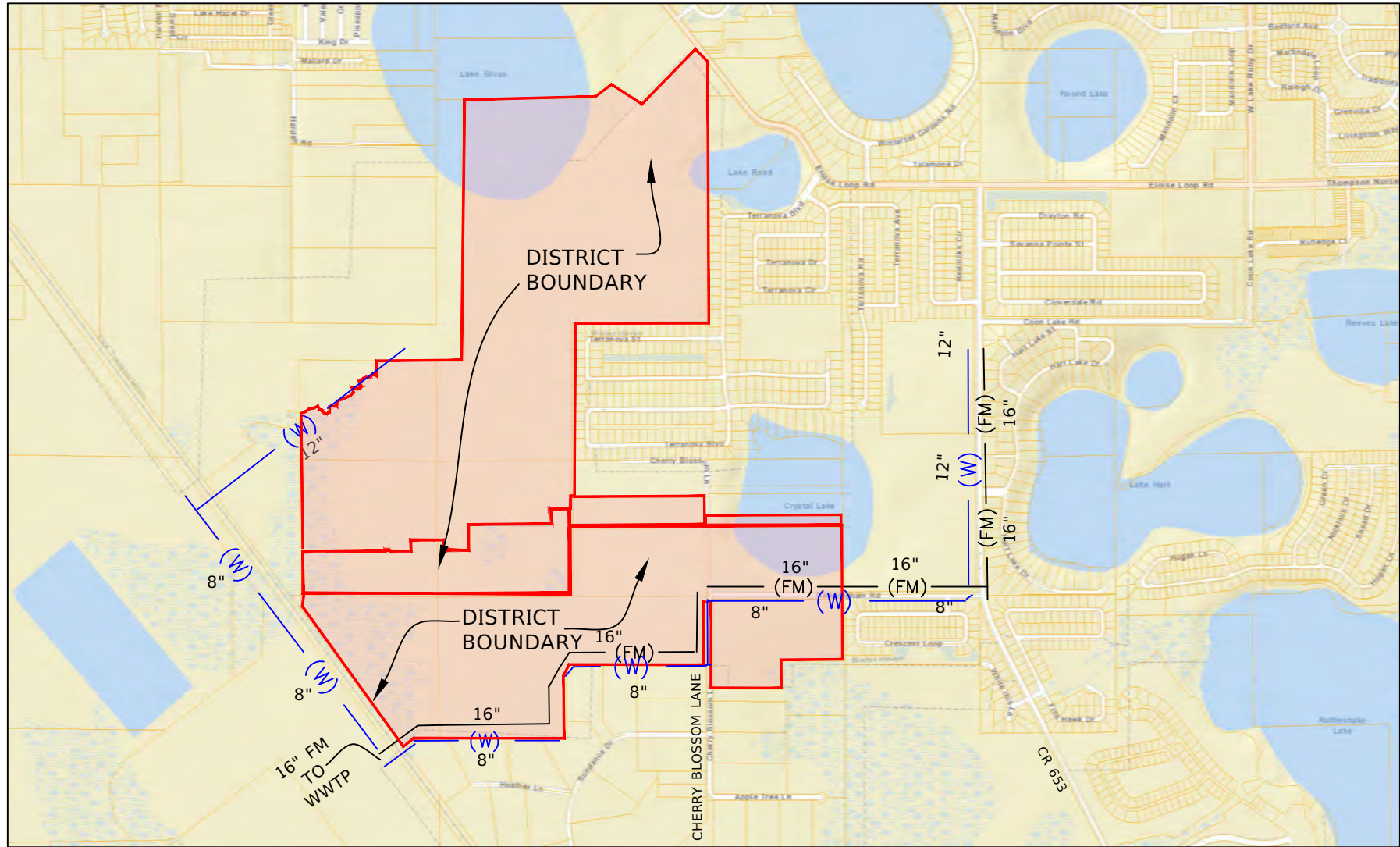
- RL - RESIDENTIAL LOW DENSITY
- RE - RESIDENTIAL ESTATE
- CON - CONSERVATION

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



NO  
SCALE





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 EMAIL: INFO@WOODCIVIL.COM

#### LEGEND

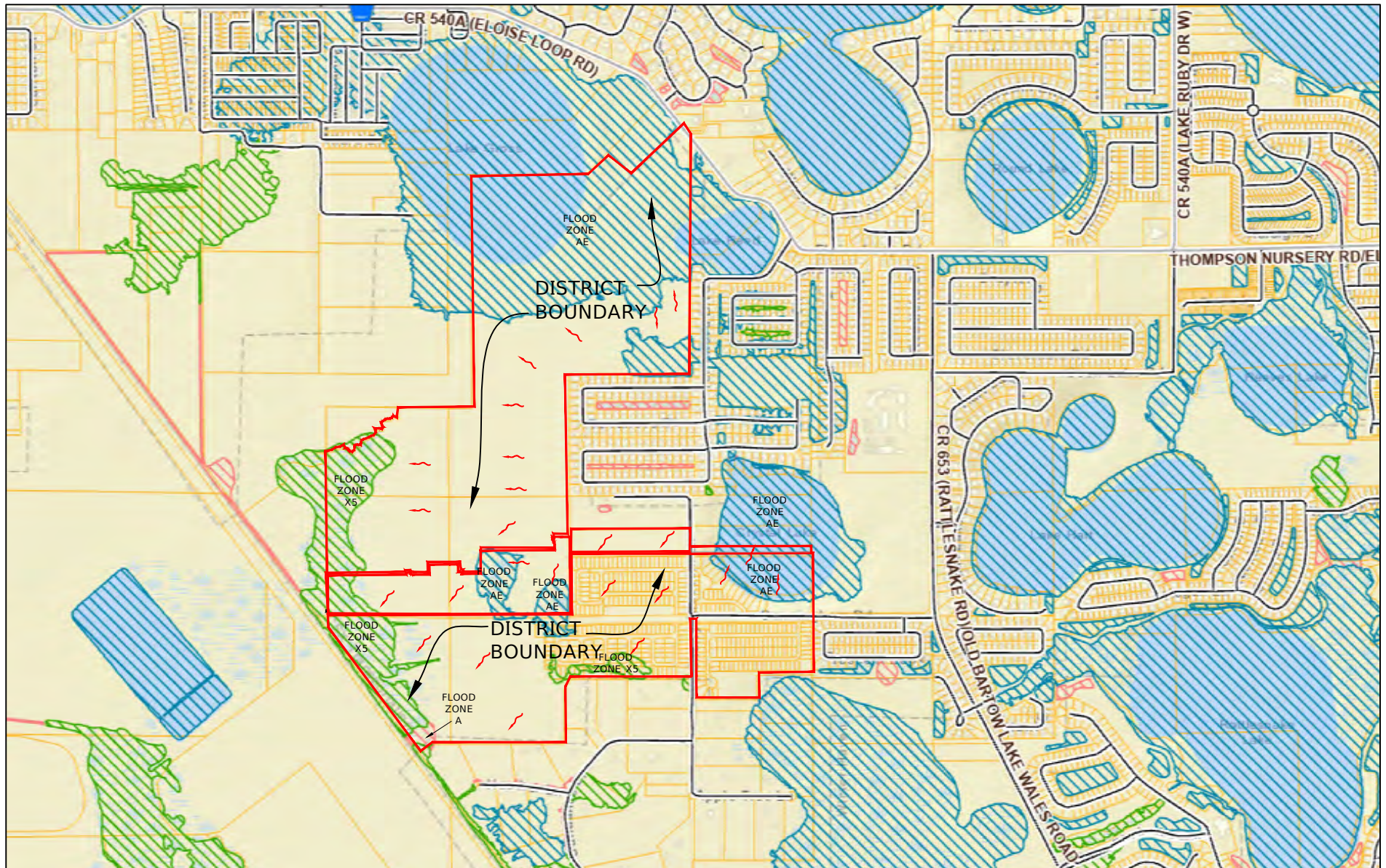
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED

## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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



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

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure</u> <sup>(1)(9)</sup></b>	<b><u>Phase 1</u> <b><u>2019-2020</u></b></b>	<b><u>Phase 2</u> <b><u>2020-2022</u></b></b>	<b><u>Phase 3</u> <b><u>2021-2023</u></b></b>	<b><u>Phase 4</u> <b><u>2022-2024</u></b></b>	<b><u>Phase 5</u> <b><u>2023-2025</u></b></b>	<b><u>Phase 6</u> <b><u>2024-2026</u></b></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.



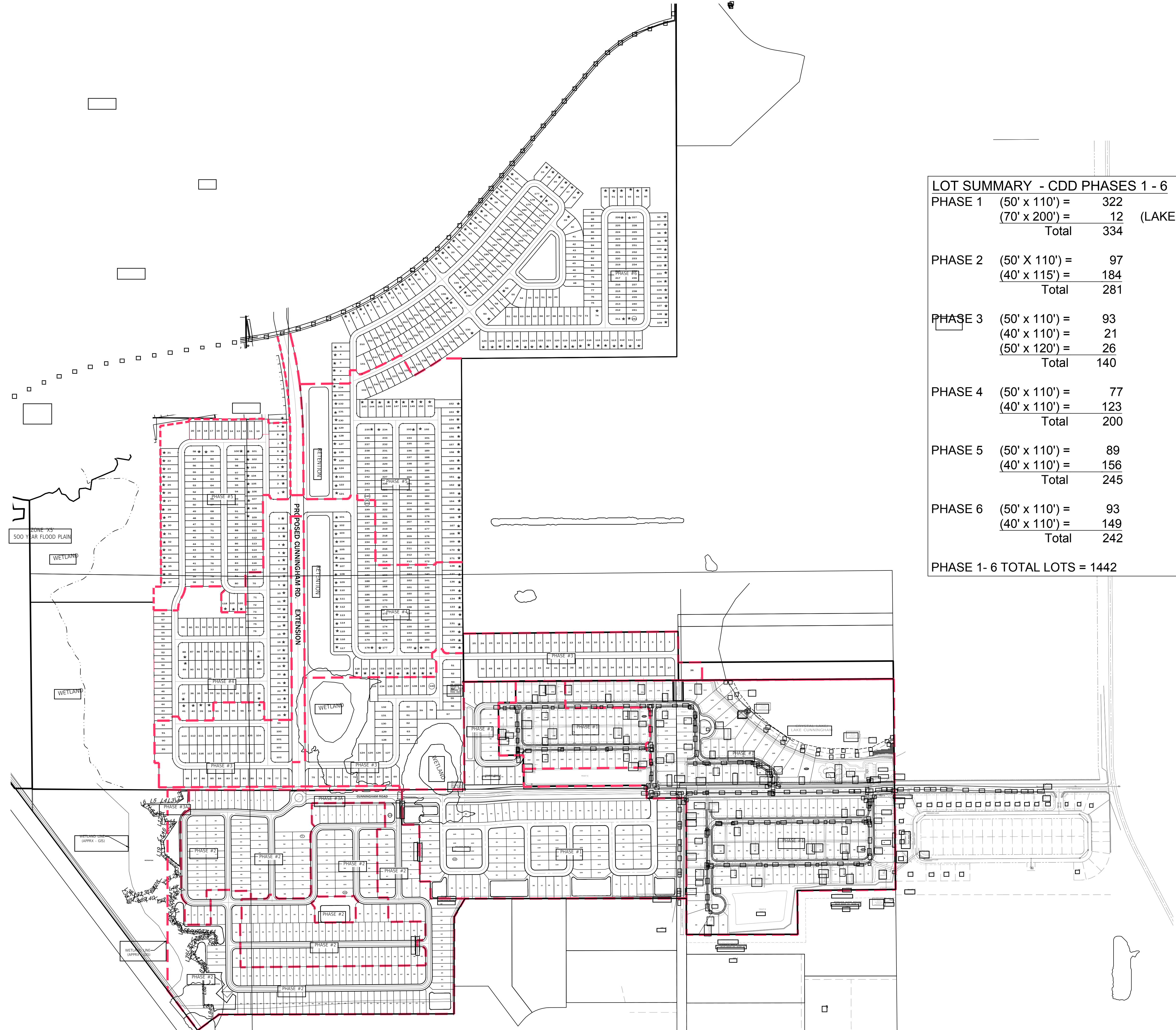
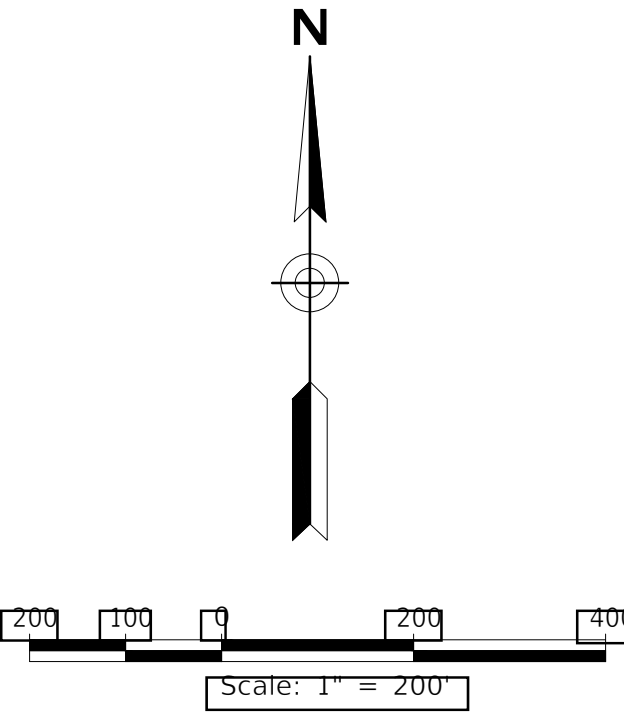
**Composite Exhibit 9**  
**Villamar Community Development District**  
**Summary of Proposed District Facilities**

<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	(LAKEFRONT)
	(70' x 200') =	12	
	Total	334	
PHASE 2	(50' X 110') =	97	
	(40' x 115') =	184	
	Total	281	
PHASE 3	(50' x 110') =	93	
	(40' x 110') =	21	
	(50' x 120') =	26	
	Total	140	
PHASE 4	(50' x 110') =	77	
	(40' x 110') =	123	
	Total	200	
PHASE 5	(50' x 110') =	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

DATE

NO.

DESCRIPTION

DATE: 05/18/2016

FAC: 051 862-0016

CELL: 051 862-0018

1925 BARTOW ROAD  
LAKELAND, FL 33803

DENNIS L. WOOD, P.E. - PROFESSIONAL ENGINEER

EMAIL: denniswoodengr@gmail.com

VILLAMAR

OVERALL SITE

POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

DENNIS L. WOOD, P.E. #12668 FL 1043

MASTER  
SITE PLAN

EXHIBIT  
10

## SECTION 2



**AGREEMENT BY AND BETWEEN THE VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT AND VMAR DEV, LLC,  
REGARDING THE ACQUISITION OF WORK PRODUCT,  
IMPROVEMENTS, AND REAL PROPERTY**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**VMAR DEV, LLC**, a Florida limited liability company, the primary Phase 4 Landowner and the owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Phase 4 Landowner” or “Landowner”).

**RECITALS**

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

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within the District, and the anticipated cost thereof, as described in that certain *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Phase 4 Landowner is the owner and/or primary Developer of certain lands located within the boundaries of the District known as the “Phase 4 Assessment Area” within which a portion of the District Improvements will be located (the “Phase 4 Project”); and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 4 Project), and its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 4 Project), together (the “Phase 4 Bonds”); and

**WHEREAS**, because the Phase 4 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

**WHEREAS**, the District acknowledges the Phase 4 Landowner's need to have the Improvements constructed in an expeditious and timely manner in order to develop the Phase 4 Project; and

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

**WHEREAS**, in order to avoid a delay in the commencement of the construction of the Improvements, the Phase 4 Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

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

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Phase 4 Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "Real Property"); and

**WHEREAS**, the Phase 4 Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Phase 4 Landowner agree as follows:

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

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Phase 4 Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Phase 4 Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Phase 4 Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the "Acquisition Date"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee ("Trustee") for the Phase 4 Bonds. In the event that the Phase 4 Landowner

disputes the District Engineer's opinion as to cost, the District and the Phase 4 Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** The Phase 4 Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

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

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Phase 4 Landowner to the District in respect thereto.

**D.** The Phase 4 Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Phase 4 Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

**E.** The District agrees to allow the Phase 4 Landowner access to and use of the Work Product without the payment of any fee by the Phase 4 Landowner. However, to the extent the Phase 4 Landowner's access to and use of the Work Product causes the District

to incur any cost or expense, such as copying costs, the Phase 4 Landowner agrees to pay such cost or expense.

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

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Phase 4 Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Phase 4 Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

**C.** The Phase 4 Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Phase 4 Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work

Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Phase 4 Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2022 Bonds are actually issued, the Phase 4 Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

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

**A. Conveyance.** In the event that real property interests are to be conveyed by the Phase 4 Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Phase 4 Landowner, then in such event, the Phase 4 Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Phase 4 Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Phase 4 Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Phase 4 Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Phase 4 Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Phase 4 Landowner conveys said lands to the District. At the time of

conveyance, the District may require, at Phase 4 Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** Phase 4 Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Phase 4 Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Phase 4 Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

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

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Phase 4 Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Phase 4 Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

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

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Phase 4 Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Phase 4 Landowner fails to make timely payment of any such taxes or costs, the Phase 4 Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Phase 4 Landowner agrees to reimburse the District within thirty (30) calendar

days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

**C. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Phase 4 Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Phase 4 Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Phase 4 Bonds (“Prior Acquisitions”). The District agrees to pursue the issuance of the Phase 4 Bonds in good faith and, within thirty (30) days from the issuance of such Phase 4 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2020 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Phase 4 Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Phase 4 Landowner acknowledges that the District intends to convey some or all of the Improvements to the City of Winter Haven and consents to the District’s conveyance of such improvements prior to payment for any Prior Acquisitions.

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

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Phase 4 Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Phase 4 Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Phase 4 Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons’ or entities’ negligence.

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

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Phase 4 Landowner relating to the subject matter of this Agreement.

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

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Phase 4 Landowner. The District and the Phase 4 Landowner have complied with all the requirements of law. The District and the Phase 4 Landowner have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** VillaMar Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Roy Van Wyk

**B. If to Landowner:** VMar Dev, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Adam Rhinehart



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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Phase 4 Landowner may deliver Notice on behalf of the District and the Phase 4 Landowner. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Phase 4 Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Phase 4 Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Phase 4 Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Phase 4 Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Phase 4 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the Phase 4 Bonds, on behalf of the owners of the Phase 4 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Phase 4 Bonds then outstanding, be entitled to cause the District to enforce the Phase 4 Landowner's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Phase 4 Bonds then outstanding. Such consent shall not be required in the

event of a sale of the majority of the Phase 4 Project then-owned by the Phase 4 Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Phase 4 Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 20. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Phase 4 Landowner.

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

**SECTION 21. PUBLIC RECORDS.** The Phase 4 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement 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:

**VMAR DEV, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Adam Rhinehart  
Its: Manager

**Composite Exhibit A:**      *Amended and Restated Master Engineer's Report for Capital Improvements, dated February 15, 2022*

**Exhibit A**  
***Engineer's Report***

**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**

**February 15, 2022**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan



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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.



## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

## **PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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**

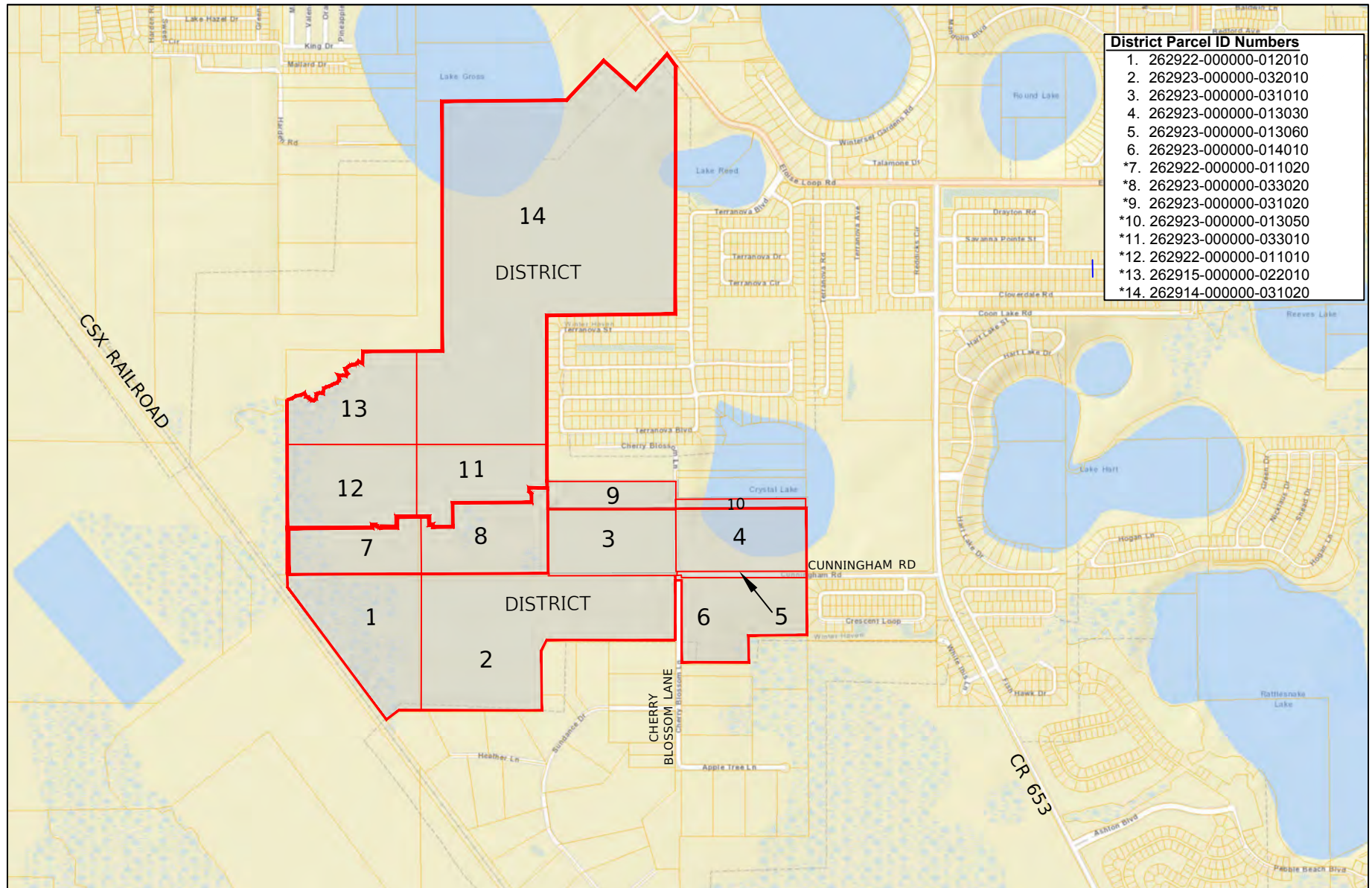
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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



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

## EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED

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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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





**AND**

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

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

PAGE 3 OF 5



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OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

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

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

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

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

PAGE 4 OF 5



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OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

AND

LESS AND EXCEPT THE FOLLOWING:

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

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

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

PAGE 5 OF 5

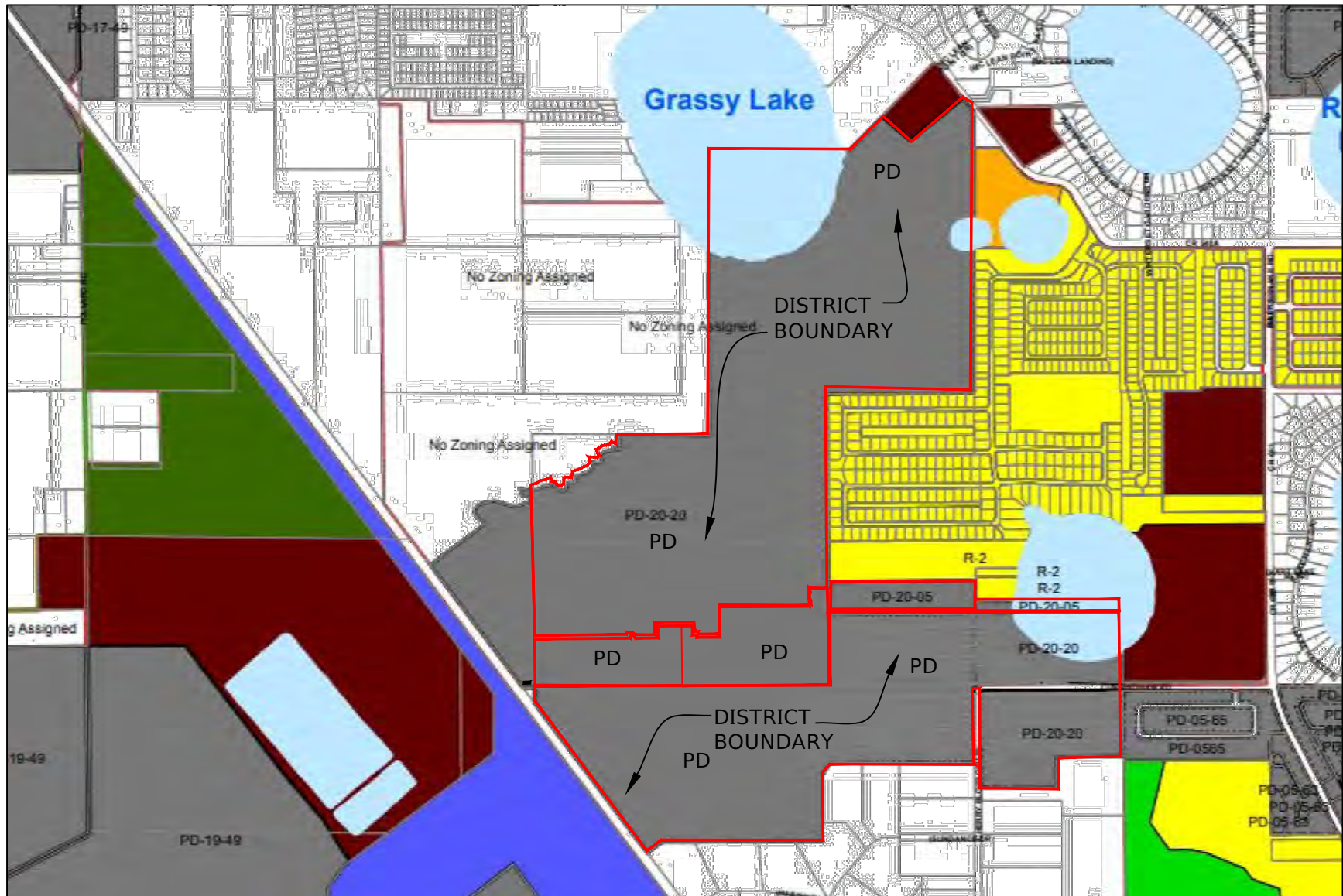


1925 BARTOW ROAD LAKELAND, FL 33801  
OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED







#### LEGEND

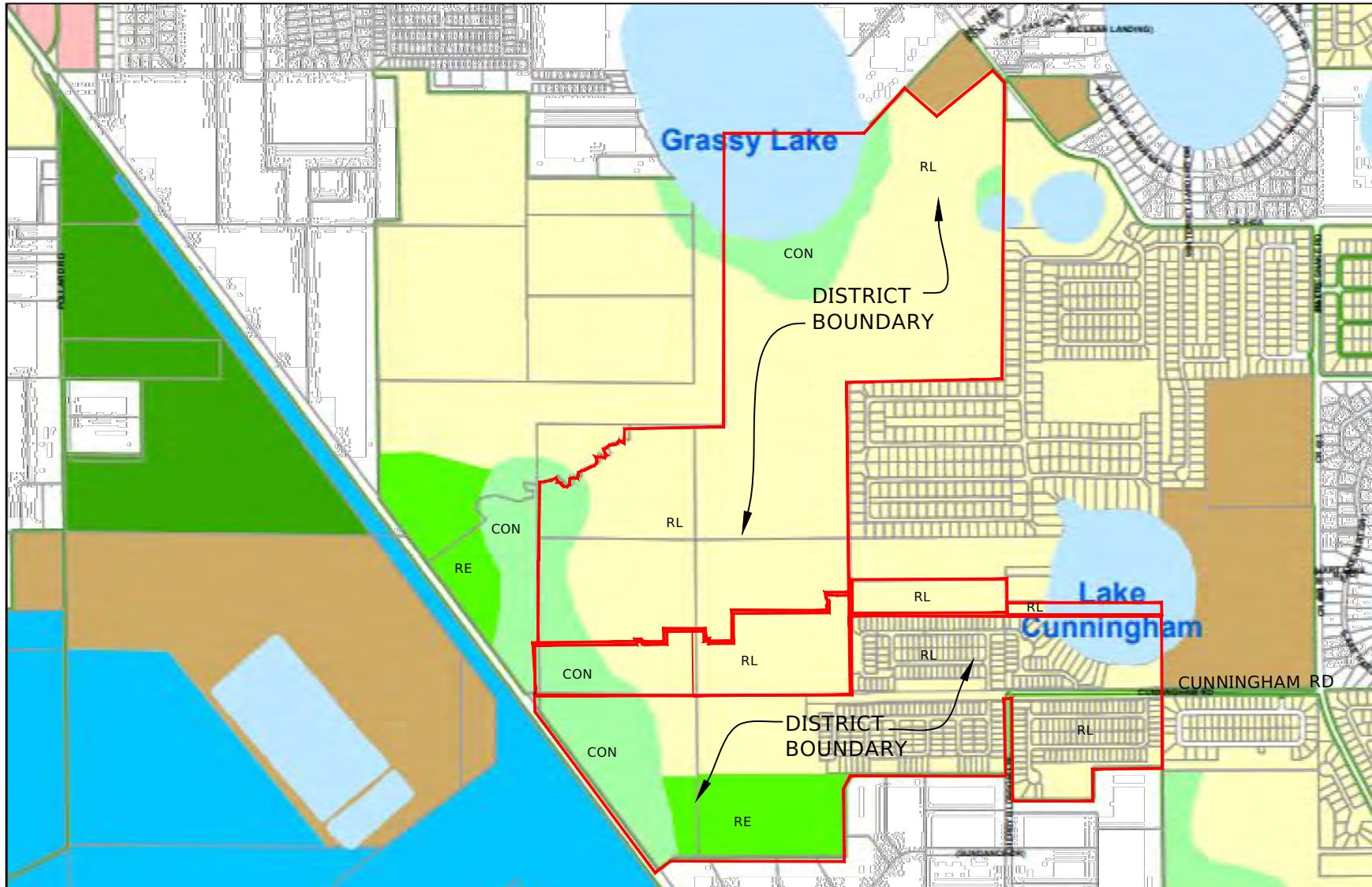
■ PD - PLANNED DEVELOPMENT

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

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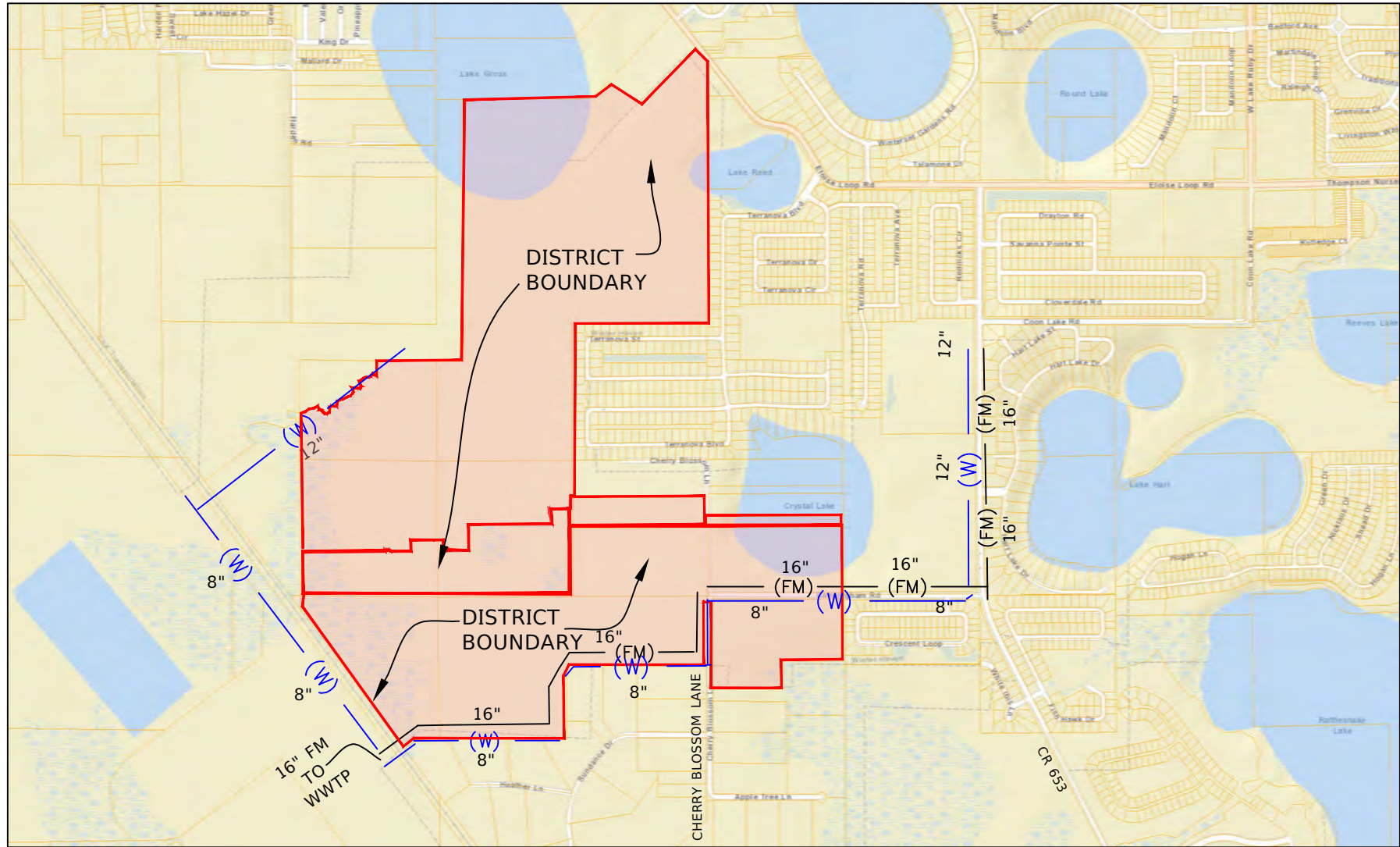
#### LEGEND

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

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



NO  
SCALE



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 EMAIL: INFO@WOODCIVIL.COM

#### LEGEND

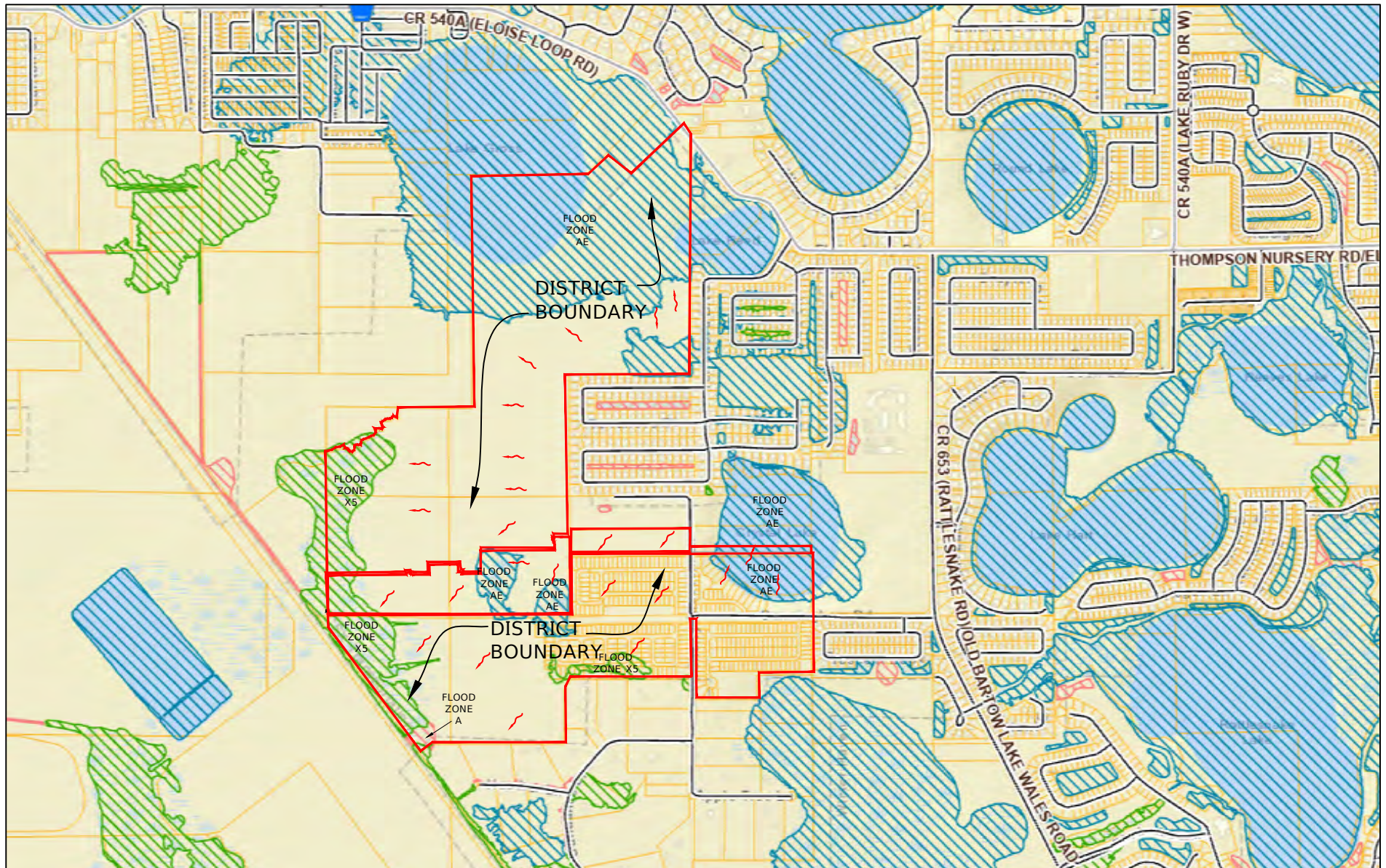
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED

## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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 EMAIL: INFO@WOODCIVIL.COM



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

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure</u> <sup>(1)(9)</sup></b>	<b><u>Phase 1</u> <b><u>2019-2020</u></b></b>	<b><u>Phase 2</u> <b><u>2020-2022</u></b></b>	<b><u>Phase 3</u> <b><u>2021-2023</u></b></b>	<b><u>Phase 4</u> <b><u>2022-2024</u></b></b>	<b><u>Phase 5</u> <b><u>2023-2025</u></b></b>	<b><u>Phase 6</u> <b><u>2024-2026</u></b></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.



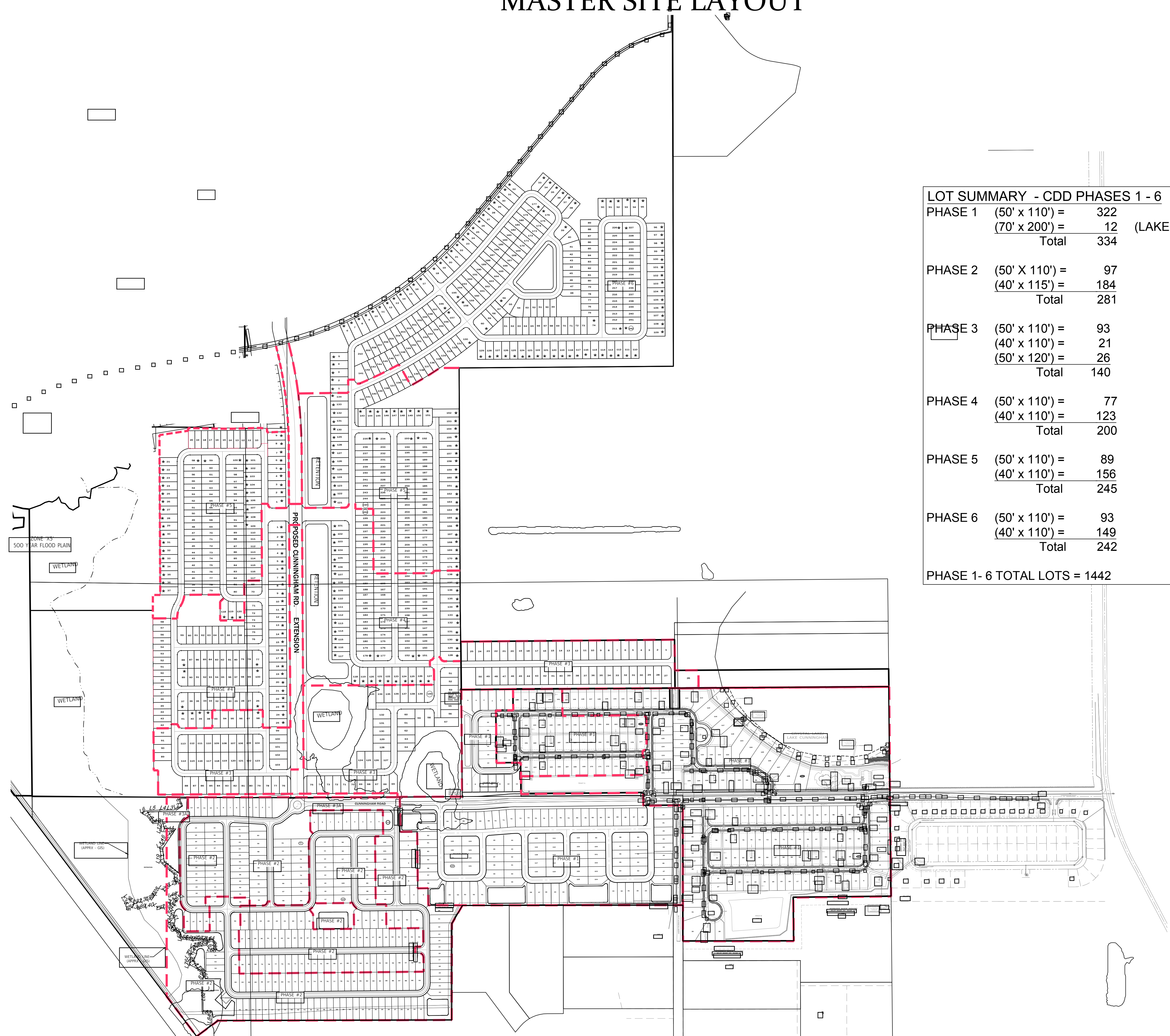
**Composite Exhibit 9**  
**Villamar Community Development District**  
**Summary of Proposed District Facilities**

<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.

The map shows a village layout with a central square and several surrounding buildings. A compass rose is located at the top, with 'N' indicating North. A scale bar at the bottom is labeled 'Scale: 1" = 200'' and has markings for 200, 100, 0, 200, and 400 feet.



LOT SUMMARY - CDD PHASES 1 - 6			
PHASE 1	$(50' \times 110') =$	322	(LAKEFRONT)
	$(70' \times 200') =$	12	
	Total	334	
PHASE 2	$(50' \times 110') =$	97	
	$(40' \times 115') =$	184	
	Total	281	
PHASE 3	$(50' \times 110') =$	93	
	$(40' \times 110') =$	21	
	$(50' \times 120') =$	26	
	Total	140	
PHASE 4	$(50' \times 110') =$	77	
	$(40' \times 110') =$	123	
	Total	200	
PHASE 5	$(50' \times 110') =$	89	
	$(40' \times 110') =$	156	
	Total	245	
PHASE 6	$(50' \times 110') =$	93	
	$(40' \times 110') =$	149	
	Total	242	
PHASE 1- 6 TOTAL LOTS = 1442			

EXHIBIT 10	MASTER SITE PLAN	<div>NOT VALID WITHOUT SEAL</div>	<div><div>VILLAMAR</div><div>OVERALL SITE</div><div>POLK COUNTY, FLORIDA</div></div>	<div><div>WOOD &amp; ASSOCIATES Engineering, LLC</div></div>	<div>OFFICE: (850) 940-2940 FAX: (850) 940-2940 CELL: (850) 662-0018</div>	<div>DATE</div>	<div>MD</div>	REVISIONS
					<div>1925 BARTLOW ROAD LAKELAND, FL 33801</div> <div>DENNIS WOOD - PROFESSIONAL ENGINEER EMAIL: denniswoodengineering@gmail.com</div>			

## SECTION 3

**AGREEMENT BY AND BETWEEN THE  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT,  
AND VMAR DEV, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**VMAR DEV, LLC**, a Florida limited liability company, a Phase 4 Landowner and the owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Phase 4 Landowner”).

**RECITALS**

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

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District; and

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

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”), attached to this Agreement as **Exhibit B** (“Improvements”), and the estimated costs of the Improvements, described as “Phase 4” (the “Phase 4 Project”), are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on the Phase 4 Assessment Area within the District (the “Phase 4 Assessments”), to secure financing for the construction of the Phase 4 Project described in **Exhibit B**, and has validated \$50,000,000 in special assessment

bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including the Phase 4 Project; and

**WHEREAS**, the District intends to finance a portion of the Phase 4 Project through the anticipated issuance of its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 4 Project), in the principal amount of \$4,295,000 (the “Phase 4 Bonds”); and

**WHEREAS**, Phase 4 Landowner has requested that the District limit the amount of Phase 4 Assessments imposed upon the Phase 4 Assessment Area by allowing the Phase 4 Landowner to directly fund a portion of the Phase 4 Project; and

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

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

**WHEREAS**, in order to ensure that the Phase 4 Project is completed and funding is available in a timely manner to provide for its completion, Phase 4 Landowner and the District hereby agree that the District will be obligated to issue no more than \$4,295,000 in Phase 4 Bonds to fund the Phase 4 Project and Phase 4 Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Phase 4 Project, over and above the amount of the Phase 4 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

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

**(a) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, the Phase 4 Landowner shall



provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, the Phase 4 Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Phase 4 Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of Phase 4 Landowner's portion of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Phase 4 Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds and certify for collection additional debt special assessments in an amount sufficient to complete the Remaining Improvements.

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

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

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

**(c)** Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Phase 4 Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$4,295,000 par amount of Phase 4 Bonds and use of the proceeds thereof to fund a portion of the Phase 4 Project, and (b) the scope, configuration, size and/or composition of the Phase 4 Project not materially changing without the consent of Phase 4 Landowner. Such consent is not necessary, and Phase 4 Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Phase 4 Project is materially changed in response to a requirement imposed by a regulatory agency.

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

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

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Phase 4 Bonds then outstanding, with respect to amendments having a material effect on the District's ability to pay debt service on the Phase 4 Bonds.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Phase 4 Landowner, both the District and Phase 4 Landowner have complied with all the requirements of law, and both the District and Phase 4 Landowner have full power and authority to comply with the terms and provisions of this Agreement.

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

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

With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: Roy Van Wyk
-----------------	--

(b) If to Phase 4 Landowner: VMar Dev, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Adam Rhinehart

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

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

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Phase 4 Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**10. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Phase 4 Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Phase 4 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Phase 4 Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**11. ASSIGNMENT.** No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee

acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Phase 4 Bonds then outstanding.

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

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

**14. PUBLIC RECORDS.** Phase 4 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

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

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement on 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:

**VMAR DEV, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Adam Rhinehart  
Its: Manager

**Exhibit A:**  
**Composite Exhibit B:**

Legal Description of Phase 4 Assessment Area  
*Amended and Restated Master Engineer's Report for Capital  
Improvements*, dated February 15, 2022

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

**VILLAMAR CDD PH 4 ASSESSMENT AREA**

**200 LOTS (VILLAMAR PH 5 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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.



Exhibit B  
***Engineer's Report***

**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**

**February 15, 2022**

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

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

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Amended District Legal

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map

EXHIBIT 7- Drainage Flow Pattern Map

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9 - Summary of Proposed District Facilities

EXHIBIT 10 – Proposed Site Plan

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

**I. PURPOSE**

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

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

The expanded CDD includes the addition of Phase 3 consisting of 140 lots (21 – 40’ wide lots and 119 – 50’ wide lots), Phase 4 consisting of 200 lots (123 – 40’ wide lots and 77 – 50’ wide lots), Phase 5 consisting of 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 watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters that is to be used for buffering purposes. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

## **VII. PERMITTING**

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

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

### **PHASE 1 – 334 lots**

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

### **PHASE 2 – 281 lots**

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

**PHASE 3 – 140 lots**

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

**PHASE 4 – 200 lots**

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

**PHASE 5 – 245 lots**

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

## **PHASE 6 – 242 lots**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (City of Winter Haven)	October 2021
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 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.

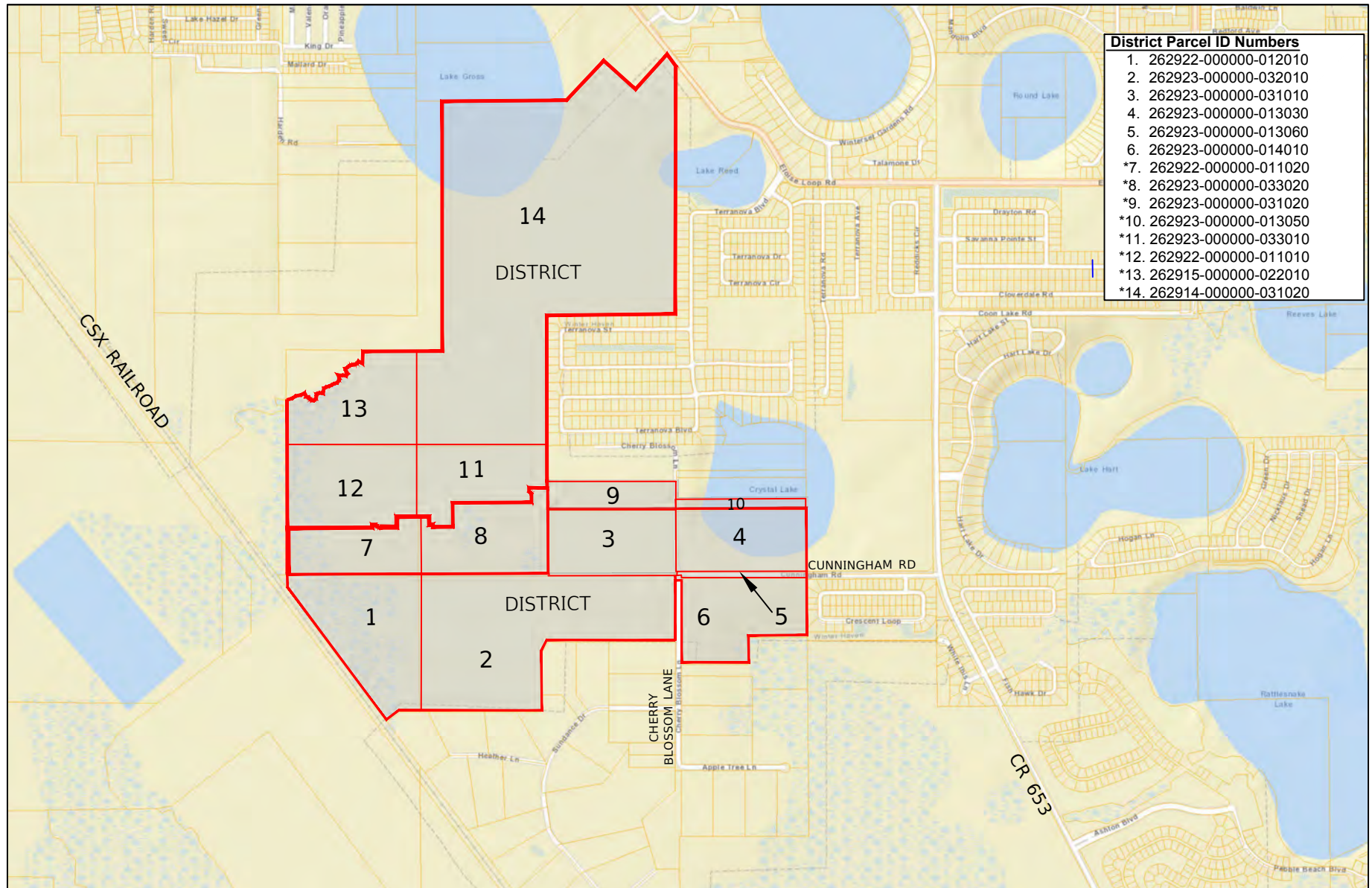


## **X. CONCLUSION**

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.



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

## EXHIBIT 1 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

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



# VILLAMAR CDD

## LEGAL DESCRIPTION OF DISTRICT AS AMENDED

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

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

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

### AND

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

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

PAGE 1 OF 5



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EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED

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

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

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

**AND**

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

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

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

**AND**

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

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

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

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

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

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





**AND**

PART OF: THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 22; THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 23; THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23; AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 23, ALL LYING IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23, AND RUN THENCE ALONG THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 S-89°33'19"-W, 1321.84 FEET TO THE SOUTHWEST CORNER OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 ALSO BEING THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, S-00°35'58"-E, 661.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 S-89°37'53"-W, 1321.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22 N-89°39'32"-W, 1338.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 22 N-00°36'31"-W, 418.06 FEET; THENCE N-89°38'43"-E, 864.61 FEET; THENCE N-00°21'17"-W, 25.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°21'17"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°38'43"-E, 188.62 FEET; THENCE N-00°21'17"-W, 110.00 FEET; THENCE N-89°38'43"-E, 219.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22, ALSO BEING THE WEST LINE OF SAID SECTION 23; THENCE CONTINUE N-89°38'43"-E, 93.14 FEET; THENCE S-00°21'17"-E, 85.00 FEET; THENCE N-89°38'43"-E, 40.00 FEET; THENCE S-00°21'17"-E, 19.86 FEET; THENCE N-89°38'43"-E, 210.00 FEET; THENCE N-00°21'17"-W, 253.86 FEET; THENCE N-89°38'43"-E, 810.31 FEET; THENCE N-00°21'17"-W, 86.00 FEET TO A POINT OF CURVE CONCAVE WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°21'17"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°21'17"-W, 40.00 FEET; THENCE S-87°00'58"-E, 90.15 FEET; THENCE N-89°38'43"-E, 102.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, N-00°35'58"-W, 120.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23 N-89°28'44"-E, 1321.79 FEET TO THE EAST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 23, ALSO BEING THE WEST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  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  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23 N-89°32'05"-E, 1322.80 FEET TO A POINT ON THE EAST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23 S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 23 S-89°32'05"-W, 1322.80 FEET TO THE **POINT OF BEGINNING**.

PAGE 3 OF 5



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OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018  
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**EXHIBIT 2**  
**VILLAMAR CDD**  
**LEGAL DESCRIPTION OF**  
**DISTRICT AS AMENDED**

**AND**

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

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

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

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

PAGE 4 OF 5



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

AND

LESS AND EXCEPT THE FOLLOWING:

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

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

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

PAGE 5 OF 5

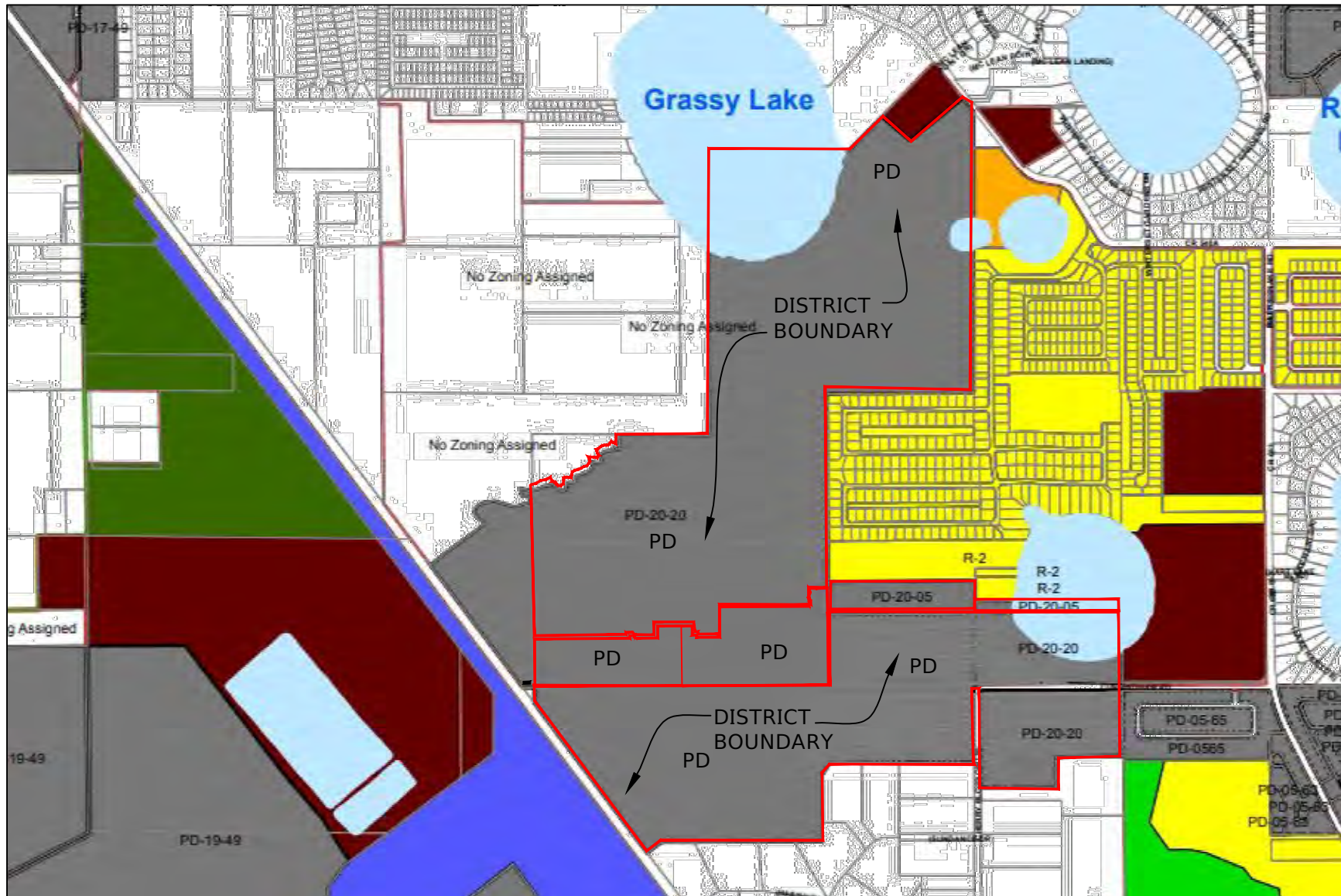


1925 BARTOW ROAD LAKELAND, FL 33801  
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EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2  
VILLAMAR CDD  
LEGAL DESCRIPTION OF  
DISTRICT AS AMENDED







#### LEGEND

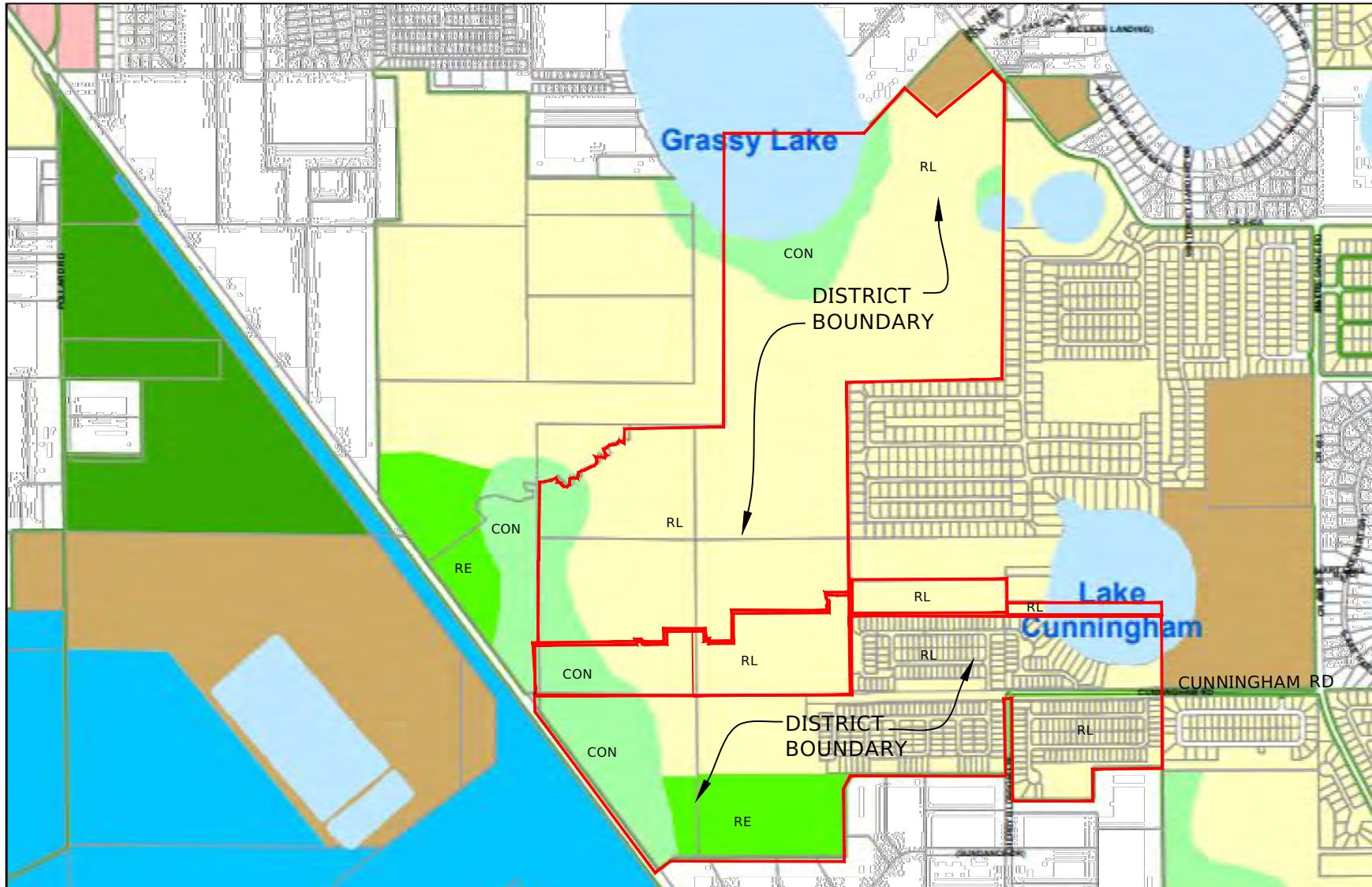
■ PD - PLANNED DEVELOPMENT

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

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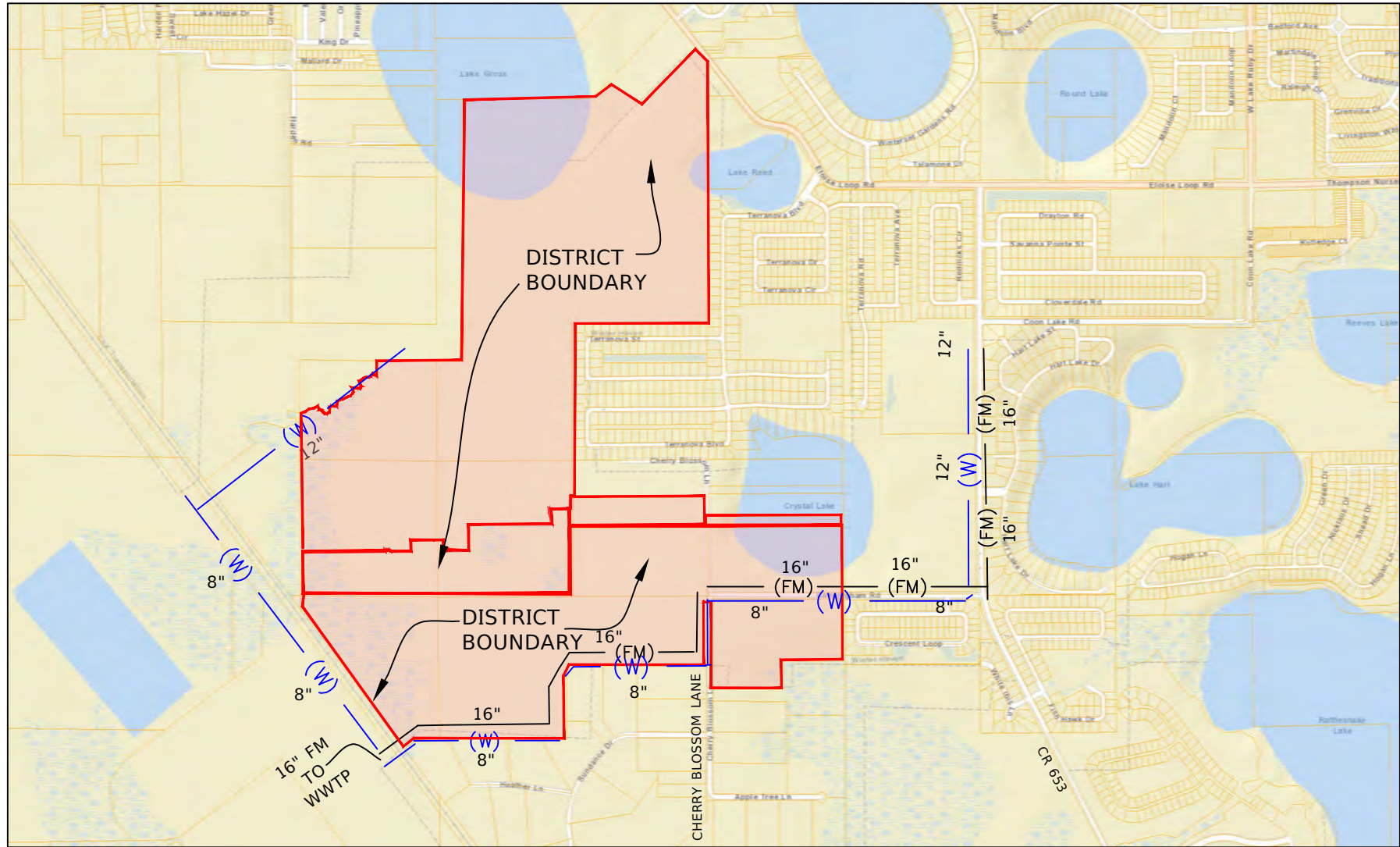
#### LEGEND

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

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



NO  
SCALE



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#### LEGEND

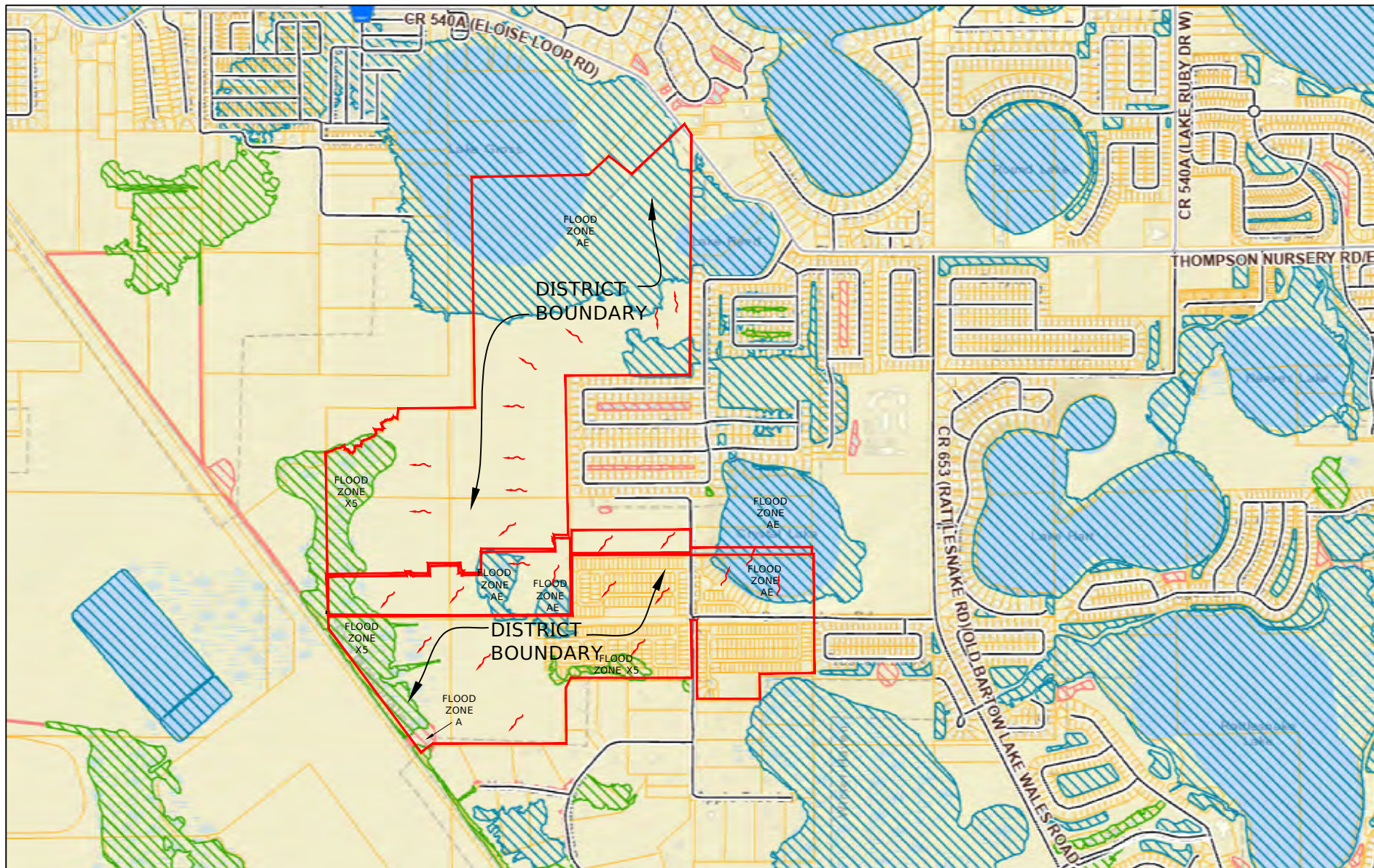
- (W) — EXISTING WATER MAIN AS NOTED
- (FM) — EXISTING FORCE MAIN AS NOTED


## COMPOSITE EXHIBIT 6 VILLAMAR CDD WATER & FORCE MAINS



NO  
 SCALE





**LEGEND**  
 Drainage Flow

## COMPOSITE EXHIBIT 7 VILLAMAR CDD DRAINAGE MAP

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

<b><u>Number of Lots</u></b>	<b><u>334<sup>(10)</sup></u></b>	<b><u>281<sup>(10)</sup></u></b>	<b><u>140<sup>(10)</sup></u></b>	<b><u>200<sup>(10)</sup></u></b>	<b><u>245<sup>(10)</sup></u></b>	<b><u>242<sup>(10)</sup></u></b>	<b><u>1442</u></b>
<b><u>Infrastructure</u> <sup>(1)(9)</sup></b>	<b><u>Phase 1</u> <b><u>2019-2020</u></b></b>	<b><u>Phase 2</u> <b><u>2020-2022</u></b></b>	<b><u>Phase 3</u> <b><u>2021-2023</u></b></b>	<b><u>Phase 4</u> <b><u>2022-2024</u></b></b>	<b><u>Phase 5</u> <b><u>2023-2025</u></b></b>	<b><u>Phase 6</u> <b><u>2024-2026</u></b></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 340,000.00	\$ 310,000.00	\$ 455,000.00	\$ 1,242,000.00	\$ 250,000.00	\$ 250,000.00	\$ 2,847,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,170,000.00	\$ 3,767,500.00	\$ 925,000.00	\$ 1,580,000.00	\$ 1,575,000.00	\$ 1,600,000.00	\$ 13,617,500.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	\$ 2,000,000.00	\$ 1,866,000.00	\$ 1,190,000.00	\$ 1,640,000.00	\$ 2,070,000.00	\$ 2,050,000.00	\$ 10,816,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 1,500,000.00	\$ 1,204,000.00	\$ 625,000.00	\$ 1,119,000.00	\$ 1,080,000.00	\$ 1,100,000.00	\$ 6,628,000.00
Entry Feature & Signage <sup>(6)(7)</sup>	\$ 105,000.00	\$ 95,000.00	\$ 50,000.00	\$ 210,000.00	\$ 80,000.00	\$ 90,000.00	\$ 630,000.00
Parks and Recreation Facilities <sup>(1)(6)</sup>	\$ 420,000.00	\$ 380,000.00	\$ 190,000.00	\$ 350,000.00	\$ 410,000.00	\$ 350,000.00	\$ 2,100,000.00
Contingency	\$ 420,000.00	\$ 360,000.00	\$ 340,000.00	\$ 600,000.00	\$ 599,000.00	\$ 490,000.00	\$ 2,809,000.00
<b>TOTAL</b>	<b>\$ 8,955,000.00</b>	<b>\$ 7,982,500.00</b>	<b>\$ 3,775,000.00</b>	<b>\$ 6,741,000.00</b>	<b>\$ 6,064,000.00</b>	<b>\$ 5,930,000.00</b>	<b>\$ 39,447,500.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by the home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2022 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.



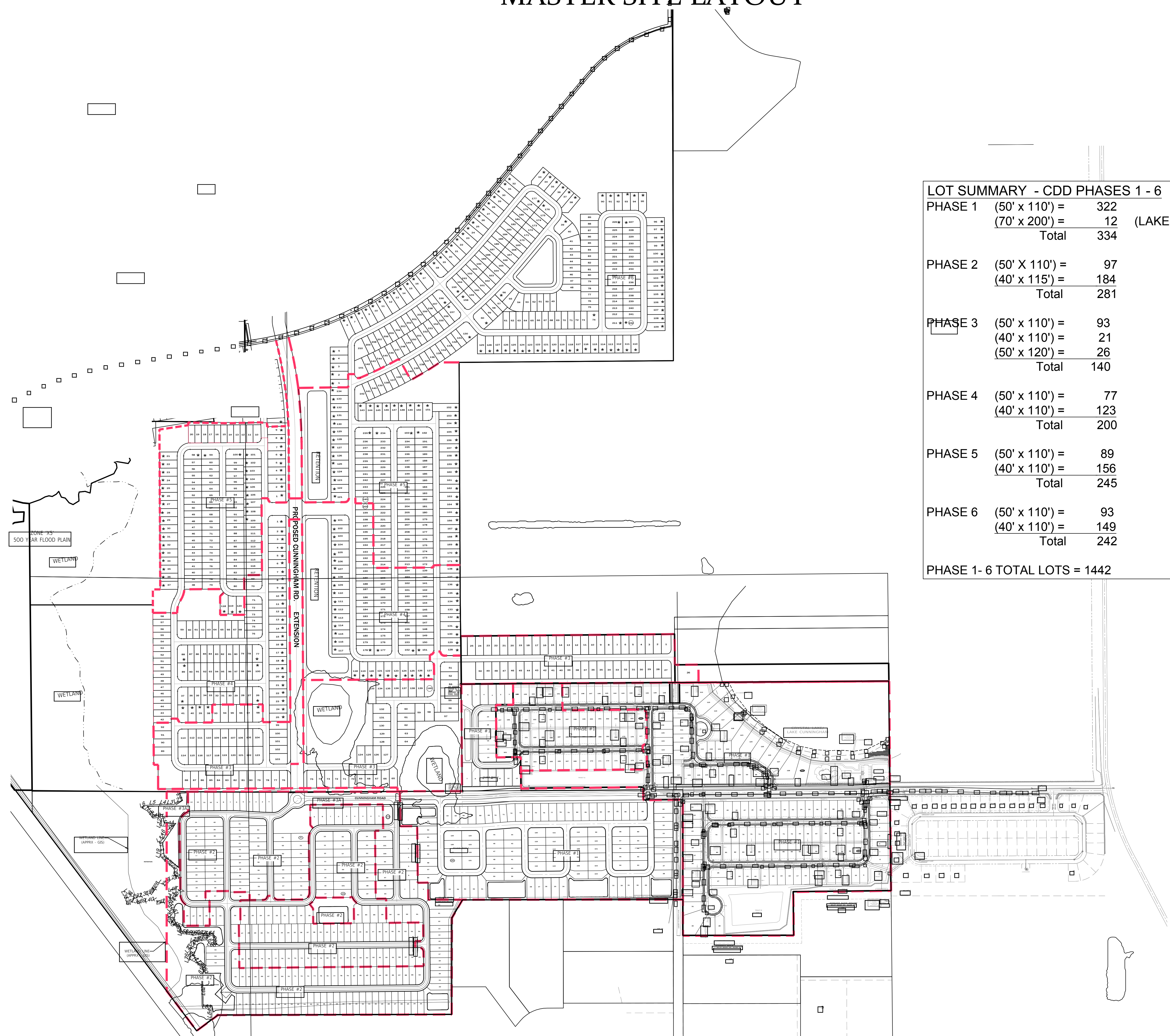
**Composite Exhibit 9**  
**Villamar Community Development District**  
**Summary of Proposed District Facilities**

<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.





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

EXHIBIT 10	MASTER SITE PLAN	<div>NOT VALID WITHOUT SEAL</div>	<div><div>VILLAMAR</div><div>OVERALL SITE</div><div>POLK COUNTY, FLORIDA</div></div>	<div><div>WOOD &amp; ASSOCIATES Engineering, LLC</div></div>	<div>OFFICE: (850) 940-2940 FAX: (850) 940-2940 CELL: (850) 662-0018</div>	<div>DATE</div>	<div>MD</div>	REVISIONS
					<div>1925 BARTLOW ROAD LAKELAND, FL 33801</div> <div>DENNIS WOOD - PROFESSIONAL ENGINEER EMAIL: denniswoodengineering@gmail.com</div>			

## SECTION 4

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE PHASE 4 PROJECT** (“Assignment”) is made this 18<sup>th</sup> day of March 2022, by and between (together, the “Parties”):

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

**VMAR DEV, LLC**, a Florida limited liability company, a Phase 4 Landowner and owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Phase 4 Landowner” or “Landowner”).

**RECITALS**

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

**WHEREAS**, the District proposes to issue its \$4,295,000 VillaMar Community Development District Special Assessment Bonds, Series 2022 (“Phase 4 Bonds”), to finance certain improvements which will benefit all of the Phase 4 Assessment Area; and

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

**WHEREAS**, the Parties intend that the Phase 4 Assessment Area will be platted and fully developed into a total of 200 residential units (“Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Phase 4 Landowner or its affiliated entities (“Development Completion”), as contemplated by the *Amended and Restated Master Assessment Methodology*, dated July 20, 2021, as supplemented by that *Supplemental Assessment*

*Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022 (together, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the Development, which is being partially financed with the proceeds of the Phase 4 Bonds is described as “Phase 4” in the *Amended and Restated Master Engineer’s Report for Capital Improvements*, dated February 15, 2022 (the “Engineer’s Report”), and is referred to as the “Phase 4 Project”; and

**WHEREAS**, in the event of default in the payment of the Phase 4 Special Assessments securing the Phase 4 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement between the VillaMar Community Development District and Vmar Dev, LLC Regarding True-Up as to Phase 4 Special Assessments*, dated March 18, 2022), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of June 1, 2019 (the “Master Indenture”), as supplemented by that *Fourth Supplemental Trust Indenture* dated as of March 1, 2022 (the “Fourth Supplemental Indenture”; together with the Master Indenture, the “Indenture”), pursuant to which the Phase 4 Bonds are being issued, and the other Agreements being entered into by Phase 4 Landowner concurrent herewith with respect to the Phase 4 Bonds and the Phase 4 Special Assessments (the Indentures and Agreements being referred to collectively as (the “Bond Documents”) and such remedies being referred to collectively as (the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Phase 4 Project.

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

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

**2. COLLATERAL ASSIGNMENT.**

**(a)** Subject to the terms and conditions of this Assignment, Phase 4 Landowner hereby collaterally assigns to the District, to the extent assignable, all of Phase 4 Landowner’s development rights, permits, entitlements and work product relating to development of Phase 4 Project, and Phase 4 Landowner’s rights as declarant of any property owner or homeowner association with respect to Phase 4 Project (collectively, the “Development Rights”), as security for Phase 4 Landowner’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Phase 4 Special Assessments levied against Phase 4 Project that is owned by Phase 4 Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Phase 4 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Phase

4 Landowner or homebuyers effective as of such conveyance, or (y) any portion of Phase 4 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Winter Haven, Florida (the “City”), Polk County (the “County”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

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

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

(iii) Preliminary and final site plans and plats;

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

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

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

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

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

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Phase 4 Project, including, without limitation, Phase 4 Landowner’s contracts with homebuilders, if any, and end users (collectively, “Sales Contracts”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District’s exercise of its rights hereunder upon a failure of Phase 4 Landowner to pay the Phase 4 Special Assessments levied against the portion of Phase 4 Assessment Area owned by Phase 4 Landowner, from time to time, failure of Phase 4 Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be



deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

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

**3. WARRANTIES BY PHASE 4 LANDOWNER.** Phase 4 Landowner represents and warrants to the District that:

(a) Phase 4 Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Phase 4 Landowner to execute this Assignment and perform all of Phase 4 Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Phase 4 Project shall subject any and all affiliates or successors-in-interest of Phase 4 Landowner as to the Phase 4 Project or any portion thereof, to this Assignment to the extent of the portion of the Phase 4 Project so conveyed, except to the extent described in Section 2 above.

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

(a) Phase 4 Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Phase 4 Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

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

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

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

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

(a) Perform or cause to be performed any and all obligations of Phase 4 Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Phase 4 Landowner therein as fully as Phase 4 Landowner could;

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

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

**7. AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, Phase 4 Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Phase 4 Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Phase 4 Landowner from its obligations under this Assignment.

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

**9. AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the



requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

**10. NOTICES.** All notices, requests, consents and other communications under this Assignment (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Phase 4 Landowner may deliver Notice on behalf of the District and the Phase 4 Landowner, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**11. ARM’S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the Parties as an arm’s length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Phase 4 Landowner.

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

**13. AMENDMENT.** This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Phase 4 Bonds then outstanding with respect to amendments having a material effect on the District’s ability to pay debt service on the Phase 4 Bonds.

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

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

**16. PUBLIC RECORDS.** The Phase 4 Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

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

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

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

*[Remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, Phase 4 Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

**VMAR DEV, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Adam Rhinehart  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of March, 2022, by Adam Rhinehart, as Manager of VMar Dev, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of March, 2022, by Warren K. (Rennie) Heath II, as  
Chairperson of the Board of Supervisors of the VillaMar Community Development District.

[notary seal]

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

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

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

**VILLAMAR CDD PH 4 ASSESSMENT AREA**

**200 LOTS (VILLAMAR PH 5 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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 5



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

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**DECLARATION OF CONSENT TO JURISDICTION OF  
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT AND TO  
IMPOSITION OF SPECIAL ASSESSMENTS**

**(PHASE 4 SPECIAL ASSESSMENTS)**

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

1. The District is, and has been at all times, on and after November 26, 2018, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Commission of the City of Winter Haven, Florida (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. O-18-70, as amended by Ordinance No. O-20-40 and O-21-32, effective as of November 26, 2018, October 26, 2020, and April 12, 2021 respectively (together, the “Ordinance”), were duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from November 26, 2018, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the special assessments (“Special Assessments”) imposed by, but not limited to, Resolutions Nos. 2021-12, 2021-13, and 2021-17, and 2022-06 (collectively, the “Assessment Resolutions”), duly adopted by the Board of Supervisors of the District (the “Board”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Special Assessments, and the Special Assessments are legal, valid and binding first liens upon

the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

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

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the VillaMar Community Development District Special Assessment Bonds, Series 2022, (Phase 4 Project) in the principal amount of \$4,295,000 (the "Phase 4 Bonds") or securing payment thereof and all other documents and certifications relating to the issuance of the Special Assessment Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Special Assessments or claims of invalidity, deficiency or unenforceability of the Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Special Assessments collected by mailed notice of the District, such unpaid Special Assessments and future Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Special Assessments or the Phase 4 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

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

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

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

EFFECTIVE THIS 18<sup>th</sup> day of March 2022.

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

WITNESSES:

**VMAR DEV, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Adam Rhinehart  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by Adam Rhinehart as Manager of VMar Dev, LLC, on behalf of the company.

[notary seal]

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

## **EXHIBIT A**

### **VILLAMAR CDD PH 4 ASSESSMENT AREA**

#### **200 LOTS (VILLAMAR PH 5 DEVELOPMENT PHASE)**

##### **DESCRIPTION PER BOUNDARY SURVEY:**

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

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

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

**VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2022 (PHASE 3 PROJECT)  
AND SPECIAL ASSESSMENT BONDS, SERIES 2022 (PHASE 4 PROJECT)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the VillaMar Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolutions Nos. 2019-25, 2019-29, 2019-32, 2021-12, 2021-13, 2021-17, and 2022-06 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property identified as Phase 3 (the “Phase 3 Special Assessments”), and Phase 4 (the “Phase 4 Special Assessments”), located within the boundaries of the District that will be specially benefitted by the Phase 3 Project and the Phase 4 Project, described in such Assessment Resolutions. Said assessments are pledged to secure the VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 3 Project) (the “Phase 3 Bonds”), and the VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 4 Project) (the “Phase 4 Bonds” and together with the Phase 3 Bonds, the “Series 2022 Bonds”). The legal description of the lands on which said Phase 3 Special Assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The legal description of the lands on which said Phase 4 Special Assessments are imposed is attached to this Notice (“Notice”), as **Exhibit B**. The special assessments are imposed on benefitted property within the District as described in the *Amended and Restated Master Assessment Methodology*, dated July 20, 2021, as supplemented by that *Supplemental Assessment*



*Methodology (Series 2022 Assessment Areas)*, dated February 28, 2022 (collectively, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: VillaMar Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A and Exhibit B** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

*{SIGNATURE PAGE FOLLOWS}*

IN WITNESS WHEREOF, this Notice has been executed and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, and recorded in the Official Records of Polk County, Florida.

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Warren K. (Rennie) Heath II as Chairperson of the Board of Supervisors for the VillaMar Community Development District.

[notary seal]

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

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

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

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

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

**Exhibit A**  
**Legal Description of Phase 3 Assessment Area**

**VILLAMAR CDD PH 3 ASSESSMENT AREA**

**140 LOTS (VILLAMAR PH 4 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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

Commence at the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23 for the Point of Beginning, said corner being on the north boundary line of the plat of Villamar Phase 1, as recorded in Plat Book 176, Pages 50-58, Public Records of Polk County, Florida; thence South 89°31'30" West, along said north boundary line of Villamar Phase 1, Villamar Phase 2A, as recorded in Plat Book 176, Page 40-42, and Villamar Phase 2, as recorded in Plat Book 177, Pages 9-16, Public Records of Polk County, Florida, a distance of 1322.94 feet; thence South 00°35'24" East, along the boundary of said Villamar Phase 2, a distance of 660.84 feet; thence South 89°43'36" West, along said boundary of Villamar Phase 2, and the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 1320.44 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence North 89°42'34" West, along the south line of said Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 1338.57 feet to the west line of the said Northeast 1/4 of the Northeast 1/4 of Section 22; thence North 00°36'31" West, along said west line of the Northeast 1/4 of the Northeast 1/4 of Section 22, a distance of 417.58 feet; 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, 120.14 feet to a point on the south

line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 89°28'44" East, along said south line of the North 364.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1321.79 feet to the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence South 00°36'29" East, along said east line of the Northeast 1/4 of the Northwest 1/4 of Section 23, a distance of 189.95 feet to the north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 23; thence North 89°43'49" East, along said north line of the South 109.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1322.82 feet to the east line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 00°36'26" East, along said east line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 109.00 feet to the south line of said North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23; thence South 89°43'49" West, along said south line of North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 23, a distance of 1323.12 feet to the POINT OF BEGINNING.

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

**VILLAMAR CDD PH 4 ASSESSMENT AREA**

**200 LOTS (VILLAMAR PH 5 DEVELOPMENT PHASE)**

**DESCRIPTION PER BOUNDARY SURVEY:**

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.



## SECTION VII

## **RESOLUTION 2022-07**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

**WHEREAS**, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

**WHEREAS**, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

**WHEREAS**, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES.** Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

**SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS.** All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

**SECTION 4. CONTROLS PROCESSES AND PROCEDURES.** The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 17th day of March, 2022.

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair

## SECTION VIII

# SECTION C

# VillaMar CDD

## Field Management Report

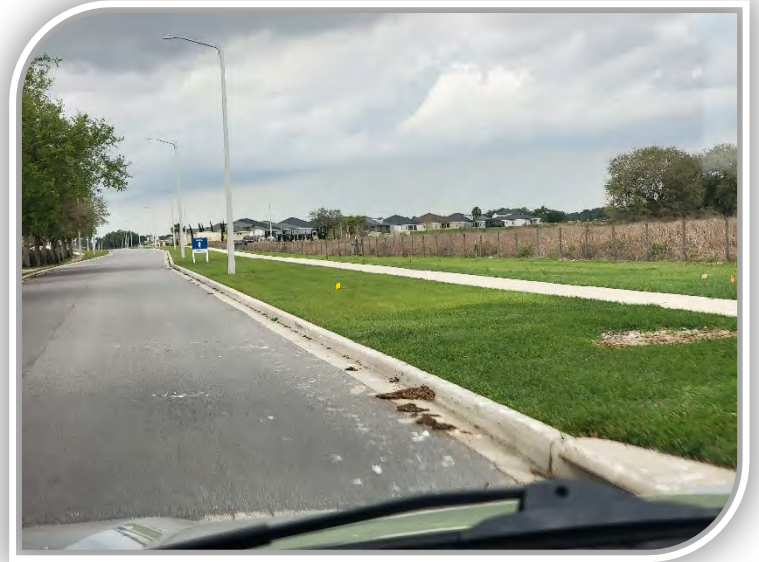


March 17th, 2022  
Clayton Smith  
Field Services Manager  
GMS

# Complete

## Landscape Review and General Maint

- Review site with landscaper.
- Grass hurt by cold has recovered.
- Column repairs and refresh was completed.





# Complete

## Landscape Review and General Maint

- ✚ Pond review with vendor was completed.
- ✚ Pond 2 treatments are continuing, including enzyme application to accelerate process.
- ✚ Gathering proposal numbers for physical removal of dead for consideration.



# Complete

## Amenity Review

- ✚ Monitoring facilities with contractors.
- ✚ .Outlet covers were changed and locks added at amenity.
- ✚ Pipe near pool was cut and capped for safety.
- ✚ Rocks have been a continuing issue in the pool. Consideration for mulch might be practical in the future.



# In Progress

## Amenity signs

📧 Sign order was lost in the mail, but has arrived and is being scheduled for installation.

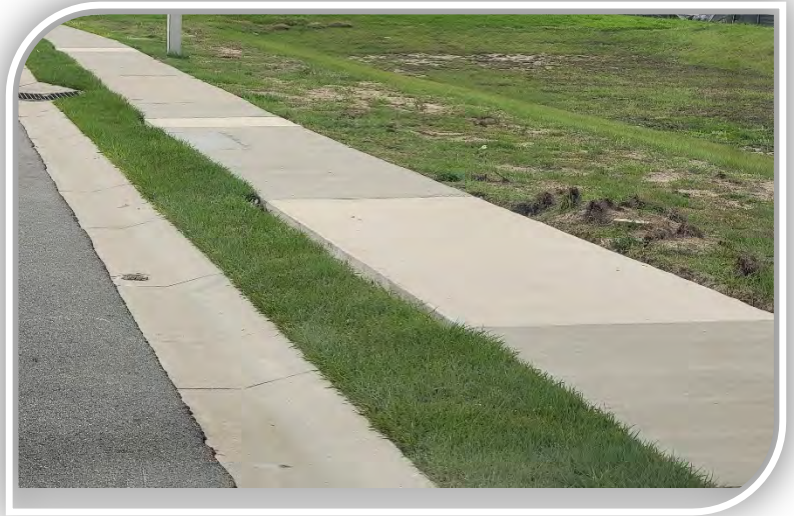




# Site Items

## Sidewalk and Sign Repairs

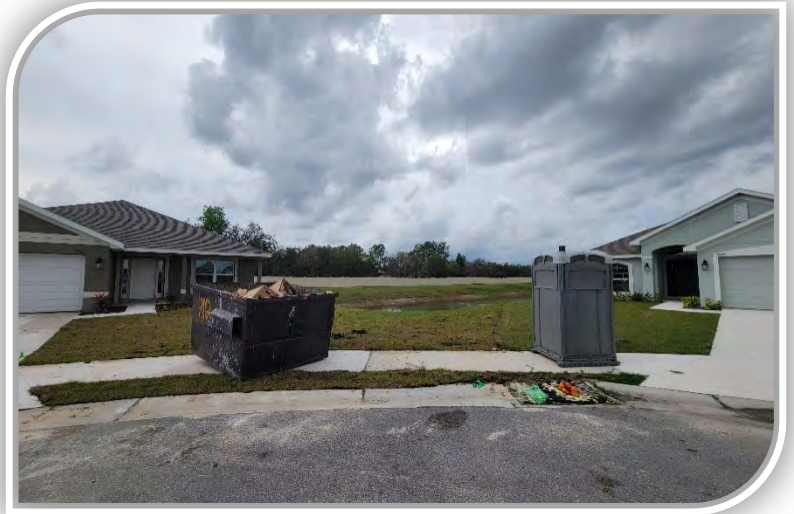
- ✚ Broken sidewalk areas reported have been repaired.
- ✚ Monitoring phase 4 for readiness for contract proposal.



# Site Items

## Sidewalk and Sign Repairs

- ✚ Drain grates and trash in construction areas are being monitored so cleanup can be scheduled in the near future.
- ✚ Site review for pavement repairs completed with Kearney and have been marked.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION D



# SECTION 1

# VillaMar

## Community Development District

### Summary of Checks

February 1, 2022 to February 28, 2022

Compl

Bank	Date	Check No.'s	Amount	
General Fund	2/10/22	277 - 279	\$	5,746.54
	2/16/22	280 - 284	\$	8,346.58
	2/17/22	285	\$	1,078.87
	2/24/22	286 - 289	\$	800.00
			\$	15,971.99
			\$	<b>15,971.99</b>

CHECK DATE	VEND#	.....INVOICE..... DATE	.....EXPENSED TO..... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#
2/10/22	00009	2/01/22	104	202202	310-51300-34000					*	3,004.17		
			MANAGEMENT FEES - FEB 22										
		2/01/22	104	202202	310-51300-35200					*	100.00		
			WEBSITE MANAGEMENT-FEB 22										
		2/01/22	104	202202	310-51300-35100					*	150.00		
			INFORMATION TECH - FEB 22										
		2/01/22	104	202202	310-51300-31300					*	500.00		
			DISSEMINATION SVCS-FEB 22										
		2/01/22	104	202202	330-57200-12000					*	416.67		
			AMENITY ACCESS - FEB 22										
		2/01/22	104	202202	310-51300-51000					*	3.10		
			OFFICE SUPPLIES										
		2/01/22	104	202202	310-51300-42000					*	10.60		
			POSTAGE										
		2/01/22	104	202202	310-51300-42500					*	6.00		
			COPIES										
		2/01/22	105	202202	320-53800-12000					*	1,250.00		
			FIELD MANAGEMENT - FEB 22										
									GOVERNMENTAL MANAGEMENT SERVICES			5,440.54	000277
2/10/22	00043	1/21/22	46895207	202201	330-57200-48100					*	40.00		
			PEST CONTROL - JAN 22										
									MASSEY SERVICES INC.			40.00	000278
2/10/22	00041	1/01/22	PI-A0073	202201	320-53800-47000					*	266.00		
			LAKE/POND MAINT - JAN 21										
									SOLITUDE LAKE MANAGEMENT SERVICES			266.00	000279
2/16/22	00033	2/01/22	A14871	202202	330-53800-48100					*	1,350.00		
			POOL MAINTENANCE - FEB 22										
									COMPLETE POOL CARE INC			1,350.00	000280
2/16/22	00034	1/18/22	6766	202201	330-53800-48500					*	450.00		
			MTHLY CLEANING SVC-JAN 22										
									CSS CLEAN STAR SERVICES CENTRAL FL			450.00	000281
2/16/22	00039	2/10/22	1306	202201	310-51300-31500					*	2,068.50		
			GEN.COUNSEL/MTHLY MEETING										
									KE LAW GROUP, PLLC			2,068.50	000282
2/16/22	00015	2/01/22	5358	202202	320-53800-46200					*	4,212.08		
			LAWN MAINTENANCE - FEB 22										
									PRINCE & SONS INC.			4,212.08	000283
2/16/22	00041	2/01/22	PI-A0075	202202	320-53800-47000					*	266.00		
			POND MAINT - FEB 22										
									SOLITUDE LAKE MANAGEMENT SERVICES			266.00	000284
									VMCD VILLAMAR CDD				
									MBYINGTON				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/17/22	00027	2/17/22 02172022	202202 300-15500-10000	PLAYGRND/FUR LEASE-MAR 22	*	1,078.87	
				WHFS, LLC			1,078.87 000285
2/24/22	00010	2/17/22 BW021720	202202 310-51300-11000	SUPERVISOR FEE 02/17/22	*	200.00	
				BRIAN WALSH			200.00 000286
2/24/22	00008	2/17/22 LS021720	202202 310-51300-11000	SUPERVISOR FEE 02/17/22	*	200.00	
				LAUREN SCHWENK			200.00 000287
2/24/22	00025	2/17/22 PM021720	202202 310-51300-11000	SUPERVISOR FEE 02/17/22	*	200.00	
				PATRICK MARONE			200.00 000288
2/24/22	00004	2/17/22 RH021720	202202 310-51300-11000	SUPERVISOR FEE 02/17/22	*	200.00	
				RENNIE HEATH			200.00 000289
TOTAL FOR BANK A						15,971.99	
TOTAL FOR REGISTER						15,971.99	

## SECTION 2

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

***Unaudited Financial Reporting***  
***January 31, 2022***



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2019</u>
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 2022</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**  
**January 31, 2022**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 186,771	\$ -	\$ -	\$ 186,771
Capital Projects Account	\$ -	\$ -	\$ 1,051	\$ 1,051
<b>Investments:</b>				
<b>Series 2019</b>				
Reserve	\$ -	\$ 202,649	\$ -	\$ 202,649
Revenue	\$ -	\$ 331,317	\$ -	\$ 331,317
Prepayment	\$ -	\$ 1,278	\$ -	\$ 1,278
Construction	\$ -	\$ -	\$ 1	\$ 1
<b>Series 2020</b>				
Reserve	\$ -	\$ 368,900	\$ -	\$ 368,900
Revenue	\$ -	\$ 198,958	\$ -	\$ 198,958
Construction	\$ -	\$ -	\$ 21,691	\$ 21,691
Due from Developer	\$ -	\$ -	\$ 25,771	\$ 25,771
Due from General Fund	\$ -	\$ 54,008	\$ -	\$ 54,008
Prepaid Expenses	\$ 1,079	\$ -	\$ -	\$ 1,079
<b>Total Assets</b>	<b>\$ 187,850</b>	<b>\$ 1,157,110</b>	<b>\$ 48,514</b>	<b>\$ 1,393,474</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 2,825	\$ -	\$ -	\$ 2,825
Contracts Payable	\$ -	\$ -	\$ 25,771	\$ 25,771
Due to Debt Service	\$ 54,008	\$ -	\$ -	\$ 54,008
Due to Other	\$ -	\$ -	\$ 51	\$ 51
Retainage Payable	\$ -	\$ -	\$ 168,516	\$ 168,516
<b>Total Liabilities</b>	<b>\$ 56,832</b>	<b>\$ -</b>	<b>\$ 194,337</b>	<b>\$ 251,169</b>
<b>Fund Balance:</b>				
<b>Nonspendable:</b>				
Prepaid Items	\$ 1,079	\$ -	\$ -	\$ 1,079
<b>Restricted for:</b>				
Debt Service - Series 2019	\$ -	\$ 589,253	\$ -	\$ 589,253
Debt Service - Series 2020	\$ -	\$ 567,858	\$ -	\$ 567,858
Capital Projects - Series 2019	\$ -	\$ -	\$ 1,001	\$ 1,001
Capital Projects - Series 2020	\$ -	\$ -	\$ (50,204)	\$ (50,204)
Capital Projects - Series 2022	\$ -	\$ -	\$ (96,620)	\$ (96,620)
Unassigned	\$ 129,939	\$ -	\$ -	\$ 129,939
<b>Total Fund Balances</b>	<b>\$ 131,018</b>	<b>\$ 1,157,110</b>	<b>\$ (145,823)</b>	<b>\$ 1,142,305</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 187,850</b>	<b>\$ 1,157,110</b>	<b>\$ 48,514</b>	<b>\$ 1,393,474</b>

**VillaMar**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance

**Revenues:**

Assessments - Tax Roll	\$ 182,270	\$ 173,060	\$ 173,060	\$ -
Assessments - Direct Bill	\$ 266,175	\$ 28,377	\$ 28,377	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 56,209	\$ 56,209
<b>Total Revenues</b>	<b>\$ 448,445</b>	<b>\$ 201,438</b>	<b>\$ 257,647</b>	<b>\$ 56,209</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 12,000	\$ 4,000	\$ 2,600	\$ 1,400
Engineering	\$ 10,000	\$ 3,333	\$ -	\$ 3,333
Attorney	\$ 30,000	\$ 10,000	\$ 7,645	\$ 2,355
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ 450	\$ 450	\$ -
Dissemination	\$ 7,000	\$ 2,333	\$ 2,100	\$ 233
Trustee Fees	\$ 10,500	\$ 6,829	\$ 6,829	\$ -
Management Fees	\$ 36,050	\$ 12,017	\$ 12,017	\$ (0)
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 1,200	\$ 400	\$ 400	\$ -
Telephone	\$ 250	\$ 83	\$ -	\$ 83
Postage & Delivery	\$ 850	\$ 283	\$ 219	\$ 64
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 1,000	\$ 333	\$ 83	\$ 250
Legal Advertising	\$ 10,000	\$ 3,333	\$ 2,098	\$ 1,235
Other Current Charges	\$ 1,500	\$ 500	\$ 154	\$ 346
Office Supplies	\$ 500	\$ 167	\$ 37	\$ 130
Travel Per Diem	\$ 550	\$ 183	\$ -	\$ 183
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 140,725</b>	<b>\$ 56,020</b>	<b>\$ 45,975</b>	<b>\$ 10,045</b>

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

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Property Insurance	\$ 7,900	\$ 7,900	\$ 7,981	\$ (81)
Field Management	\$ 15,000	\$ 5,000	\$ 5,000	\$ -
Landscape Maintenance	\$ 60,000	\$ 20,000	\$ 16,266	\$ 3,734
Landscape Replacement	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Pond Maintenance	\$ 4,000	\$ 1,333	\$ 1,064	\$ 269
Streetlights	\$ 60,000	\$ 20,000	\$ 16,315	\$ 3,685
Electric	\$ 2,500	\$ 833	\$ 202	\$ 631
Water & Sewer	\$ 45,000	\$ 15,000	\$ 2,975	\$ 12,025
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 833	\$ -	\$ 833
Irrigation Repairs	\$ 4,000	\$ 1,333	\$ 928	\$ 405
General Repairs & Maintenance	\$ 11,000	\$ 3,667	\$ 1,024	\$ 2,642
Contingency	\$ 2,500	\$ 833	\$ -	\$ 833
<b>Subtotal Field Expenditures</b>	<b>\$ 221,900</b>	<b>\$ 79,233</b>	<b>\$ 51,756</b>	<b>\$ 27,478</b>
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 18,000	\$ 6,000	\$ 5,318	\$ 682
Amenity - Water	\$ 5,000	\$ 5,000	\$ 10,088	\$ (5,088)
Playground & Furniture Lease	\$ 14,000	\$ 4,667	\$ 4,315	\$ 351
Internet	\$ 3,000	\$ 1,000	\$ 728	\$ 272
Pest Control	\$ 720	\$ 240	\$ 160	\$ 80
Janitorial Services	\$ 5,400	\$ 1,800	\$ 2,025	\$ (225)
Security Services	\$ 10,000	\$ 3,333	\$ 240	\$ 3,093
Pool Maintenance	\$ 16,200	\$ 5,400	\$ 5,400	\$ -
Amenity Access Management	\$ 5,000	\$ 1,667	\$ 1,667	\$ (0)
Amenity Repairs & Maintenance	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Contingency	\$ 2,500	\$ 833	\$ 400	\$ 433
<b>Subtotal Amenity Expenditures</b>	<b>\$ 84,820</b>	<b>\$ 31,607</b>	<b>\$ 30,341</b>	<b>\$ 1,266</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 306,720</b>	<b>\$ 110,840</b>	<b>\$ 82,097</b>	<b>\$ 28,743</b>
<b>Total Expenditures</b>	<b>\$ 447,445</b>	<b>\$ 166,860</b>	<b>\$ 128,072</b>	<b>\$ 38,788</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 1,000</b>		<b>\$ 129,575</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ (1,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (1,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 129,575</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,443</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 131,018</b>	

**VillaMar**  
**Community Development District**  
**Debt Service Fund Series 2019**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 404,974	\$ 384,508	\$ 384,508	\$ -
Interest	\$ -	\$ -	\$ 6	\$ 6
<b>Total Revenues</b>	<b>\$ 404,974</b>	<b>\$ 384,508</b>	<b>\$ 384,514</b>	<b>\$ 6</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 147,763	\$ 147,763	\$ 147,763	\$ (0)
Special Call - 11/1	\$ -	\$ -	\$ 20,000	\$ (20,000)
Principal - 5/1	\$ 110,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 147,763	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 405,525</b>	<b>\$ 147,763</b>	<b>\$ 167,763</b>	<b>\$ (20,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (551)</b>		<b>\$ 216,751</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 187,971</b>		<b>\$ 372,501</b>	
<b>Fund Balance - Ending</b>	<b>\$ 187,420</b>		<b>\$ 589,253</b>	

**VillaMar**  
**Community Development District**  
**Debt Service Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues:</b>				
Assessments - Direct Bill	\$ 368,900	\$ 70,200	\$ 70,200	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 128,750	\$ 128,750
Interest	\$ -	\$ -	\$ 9	\$ 9
<b>Total Revenues</b>	<b>\$ 368,900</b>	<b>\$ 70,200</b>	<b>\$ 198,959</b>	<b>\$ 128,759</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 120,934	\$ 120,934	\$ 120,934	\$ -
Principal - 5/1	\$ 125,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 120,934	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 366,869</b>	<b>\$ 120,934</b>	<b>\$ 120,934</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 2,031</b>		<b>\$ 78,025</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 120,947</b>		<b>\$ 489,833</b>	
<b>Fund Balance - Ending</b>	<b>\$ 122,978</b>		<b>\$ 567,858</b>	

**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2019**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 975	\$ 975
Interest	\$ -	\$ -	\$ 2	\$ 2
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 977</b>	<b>\$ 977</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 975	\$ (975)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 975</b>	<b>\$ (975)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 2</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 999</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,001</b>	

**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 554,400	\$ 554,400
Interest	\$ -	\$ -	\$ 7	\$ 7
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 554,407</b>	<b>\$ 554,407</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 618,085	\$ (618,085)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 618,085</b>	<b>\$ (618,085)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (63,678)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 13,473</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (50,204)</b>	



**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues</b>				
Developer Advances	\$ -	\$ -	\$ 881,106	\$ 881,106
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 881,106</b>	<b>\$ 881,106</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 879,965	\$ (879,965)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 1,141	\$ (1,141)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 881,106</b>	<b>\$ (881,106)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (96,620)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (96,620)</b>	

**VillaMar**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Revenues:</u></b>													
Assessments - Tax Roll	\$ -	\$ 1,352	\$ 170,598	\$ 1,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,060
Assessments - Direct Bill	\$ -	\$ 28,377	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,377
Assessments - Lot Closings	\$ 56,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,209
<b>Total Revenues</b>	<b>\$ 56,209</b>	<b>\$ 29,730</b>	<b>\$ 170,598</b>	<b>\$ 1,110</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 257,647</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 600	\$ 600	\$ 800	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,645	\$ 3,037	\$ 895	\$ 2,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,645
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 600	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Trustee Fees	\$ 2,788	\$ -	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,829
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,017
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 7	\$ 113	\$ 48	\$ 52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,570
Printing & Binding	\$ 4	\$ 72	\$ 6	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83
Legal Advertising	\$ 2,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,098
Other Current Charges	\$ 46	\$ 31	\$ 38	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154
Office Supplies	\$ 3	\$ 17	\$ 13	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 21,789</b>	<b>\$ 7,625</b>	<b>\$ 6,004</b>	<b>\$ 10,558</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,975</b>

**VillaMar**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Property Insurance	\$ 7,981	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,981
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Landscape Maintenance	\$ 3,630	\$ 4,212	\$ 4,212	\$ 4,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,266
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond Maintenance	\$ 266	\$ 266	\$ 266	\$ 266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,064
Streetlights	\$ 3,800	\$ 3,800	\$ 3,800	\$ 4,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,315
Electric	\$ 55	\$ 56	\$ 60	\$ 32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	202
Water & Sewer	\$ 504	\$ 360	\$ 680	\$ 1,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,975
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ 540	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	928
General Repairs & Maintenance	\$ 560	\$ 464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,024
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Field Expenditures</b>	<b>\$ 18,046</b>	<b>\$ 10,408</b>	<b>\$ 10,808</b>	<b>\$ 12,494</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>51,756</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ 1,346	\$ 1,292	\$ 1,281	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,318
Amenity - Water	\$ -	\$ -	\$ -	\$ 10,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,088
Playground & Furniture Lease	\$ 1,079	\$ 1,079	\$ 1,079	\$ 1,079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,315
Internet	\$ 116	\$ 222	\$ 275	\$ 116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	728
Pest Control	\$ 40	\$ 40	\$ 40	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	160
Janitorial Services	\$ 525	\$ 600	\$ 450	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,025
Security Services	\$ -	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	240
Pool Maintenance	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,400
Amenity Access Management	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,667
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
<b>Subtotal Amenity Expenditures</b>	<b>\$ 4,872</b>	<b>\$ 5,239</b>	<b>\$ 4,891</b>	<b>\$ 15,339</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>30,341</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 22,918</b>	<b>\$ 15,646</b>	<b>\$ 15,699</b>	<b>\$ 27,833</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>82,097</b>
<b>Total Expenditures</b>	<b>\$ 44,707</b>	<b>\$ 23,271</b>	<b>\$ 21,704</b>	<b>\$ 38,390</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>128,072</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 11,502</b>	<b>\$ 6,459</b>	<b>\$ 148,894</b>	<b>\$ (37,280)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>129,575</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ 11,502</b>	<b>\$ 6,459</b>	<b>\$ 148,894</b>	<b>\$ (37,280)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>129,575</b>

# VillaMar

## Community Development District

### Long Term Debt Report

<b>SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS</b>		
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	\$202,648	
RESERVE FUND BALANCE	\$202,649	
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)
LESS: SPECIAL CALL - 11/1/21		(\$20,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,340,000</b>

<b>SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS</b>		
INTEREST RATE:	2.625%, 3.200%, 3.750%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$368,900	
RESERVE FUND BALANCE	\$368,900	
BONDS OUTSTANDING - 11/24/20		\$6,500,000
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,500,000</b>

**VillaMar**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2022**

\$ 195,991.20    \$ 435,455.84    \$ 631,447.04  
\$ 182,271.82    \$ 404,973.93    \$ 587,245.75

**ON ROLL ASSESSMENTS**

							31.04%	68.96%	100.00%
Date	Distribution	Gross Amount	(Discount)/Penalty	Commissions	Interest	Net Receipts	O&M Portion	2019 Debt Service Portion	Total
11/19/21	ACH	\$1,890.56	(\$75.63)	(\$36.30)	\$0.00	\$1,778.63	\$552.06	\$1,226.57	\$1,778.63
11/30/21	ACH	\$9,452.80	(\$378.14)	(\$181.49)	\$0.00	\$8,893.17	\$2,760.30	\$6,132.87	\$8,893.17
11/30/21	1% Fee Adj	(\$6,314.47)	\$0.00	\$0.00	\$0.00	(\$6,314.47)	(\$1,959.91)	(\$4,354.56)	(\$6,314.47)
12/14/21	ACH	\$147,463.68	(\$5,899.03)	(\$2,831.29)	\$0.00	\$138,733.36	\$43,060.65	\$95,672.71	\$138,733.36
12/17/21	ACH	\$357,315.84	(\$14,293.33)	(\$6,860.45)	\$0.00	\$336,162.06	\$104,339.40	\$231,822.66	\$336,162.06
12/31/21	ACH	\$79,403.52	(\$3,138.57)	(\$1,525.30)	\$0.00	\$74,739.65	\$23,198.01	\$51,541.64	\$74,739.65
01/18/22	ACH	\$3,781.12	(\$132.34)	(\$72.98)	\$0.00	\$3,575.80	\$1,109.87	\$2,465.93	\$3,575.80
<b>TOTAL</b>		<b>\$ 592,993.05</b>	<b>\$ (23,917.04)</b>	<b>\$ (11,507.81)</b>	<b>\$ -</b>	<b>\$ 557,568.20</b>	<b>\$ 173,060.38</b>	<b>\$ 384,507.82</b>	<b>\$ 557,568.20</b>

95%	Net Percent Collected
<b>\$29,677.55</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

VMAR Dev, LLC 2022-01							\$143,925.84	\$41,475.84	\$102,450.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service			
	11/1/21		\$71,962.92	*					
	2/1/22		\$35,981.46	*					
	5/1/22		\$35,981.46	*					
			<b>\$ 143,925.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			

VILLA MAR FG, LLC 2022-02							\$112,827.51	\$112,827.51	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service			
	11/1/21		\$56,413.76	*					
	2/1/22		\$28,206.88	*					
	5/1/22		\$28,206.88	*					
			<b>\$ 112,827.52</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			

Adams Homes of Northwest Florida, Inc. 2022-03							\$94,786.00	\$27,286.00	\$67,500.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service			
	11/1/21		\$47,393.00	*					
	2/1/22		\$23,696.50	*					
	5/1/22		\$23,696.50	*					
			<b>\$ 94,786.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			

Meritage Homes Corporation 2022-04							\$98,577.44	\$28,377.44	\$70,200.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service			
11/15/21	11/1/21	94051170	\$49,288.72	\$49,288.72	\$14,188.72	\$35,100.00			
11/15/21	2/1/22	94051170	\$24,644.36	\$24,644.36	\$7,094.36	\$17,550.00			
11/15/21	5/1/22	94051170	\$24,644.36	\$24,644.36	\$7,094.36	\$17,550.00			
			<b>\$ 98,577.44</b>	<b>\$ 98,577.44</b>	<b>\$ 28,377.44</b>	<b>\$ 70,200.00</b>			

\*Amounts to be collected at lot closings

## SECTION 3

**THE KEARNEY COMPANIES, LLC.**

9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601

Fax (813) 421-6701

*Underground Utilities**Site Development***PROJECT: VILLAMAR PHASE 4  
CHANGE ORDER NO. 11  
THE KEARNEY COMPANIES PROJECT NO. 0060-01**Date: 28-Feb-22

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract,  
and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1942318	FERGUSON 1/4/2022 <i>070</i>	\$ 753.26		
		\$ 753.26	\$ 37.66	\$ 790.92
21034	FLORIDA SOIL CEMENT CO. 12/21/2021 <i>3060</i>	\$ 385.00		
22003	FLORIDA SOIL CEMENT CO. 1/31/2022	\$ 1,082.93		
		\$ 1,467.93	\$ 73.40	\$ 1,541.33
<b>TOTAL</b>				<b>\$ (2,332.25)</b>

**REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD**

ACCEPTABLE TO:

  
The Kearney Companies, LLC.

DATE: 28-Feb-22

\_\_\_\_\_  
Engineer

DATE: \_\_\_\_\_

  
Owner

DATE: 3/1/22*LDVMR004*