

INDIGO COMMUNITY  
DEVELOPMENT DISTRICT

SEPTEMBER 22, 2021

AGENDA PACKAGE

# *Indigo*

## *Community Development District*

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475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

September 15, 2021

Board of Supervisors  
Indigo Community  
Development District

Dear Board Members:

A special meeting of the Board of Supervisors of the Indigo Community Development District will be held Wednesday, September 22, 2021 at 1:00 p.m. at the Holiday Inn Daytona Beach, LPGA Blvd, 137 Automall Circle, Daytona Beach, Florida. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment (Limited to 3 minutes per person)
- III. Consideration of Financing Matters
  - A. Phase A1
    1. Supplemental Assessment Resolution 2021-07
    2. Acquisition Agreement
    3. Completion Agreement
    4. Collateral Assignment and Assumption Agreement
    5. True-Up Agreement
    6. Declaration of Consent
  - B. Phase B1 and C1
    1. Engineering Services Agreement with Poulos & Bennett
    2. Funding Agreement
    3. Engineer's Report
    4. Assessment Methodology Report
    5. Resolution 2021-08, Declaring Special Assessments
    6. Resolution 2021-09, Setting a Public Hearing for the Purpose of Imposing Special Assessments
- IV. Approval of Minutes of the August 25, 2021 Meeting
- V. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
  - D. Field Operations Manager
- VI. Supervisors' Requests and Public Comment (Limited to 3 minutes per person)
- VII. Approval of Check Register
- VIII. Financial Statements as of August 31, 2021
- IX. Next Scheduled Meeting – Wednesday, October 27, 2021 at 1:00 p.m. at the Holiday Inn Daytona LPGA Boulevard, 137 Automall Circle, Daytona Beach, Florida
- X. Adjournment

The third order of business is financing matters. Enclosed under Tab A and related to Phase A1 for your review and approval are copies of the supplemental assessment resolution, acquisition agreement, completion agreement, collateral assignment and assumption agreement, true-up agreement and declaration of consent. Enclosed under Tab B and related to Phase B1 and C1 for your review and approval are copies of the funding agreement, engineer's report, assessment methodology report, resolution 2021-08 declaring special assessments and resolution 2021-09 setting a public hearing. A copy of the engineering services agreement will be provided under separate cover.

Enclosed under the fourth order of business is a copy of the minutes of the August 25, 2021 meeting for your review and approval.

Enclosed are the check register and financial statements.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

*James Perry*  
James A. Perry  
District Manager

## *AGENDA*



# *Indigo Community Development District Agenda*

Wednesday  
September 22, 2021  
1:00 p.m.

Holiday Inn Daytona Beach LPGA Blvd.  
137 Automall Circle  
Daytona Beach, Florida 32124  
**Call In # 1-800-264-8432 Code 752807**  
[www.indigocdd.com](http://www.indigocdd.com)

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### *THIRD ORDER OF BUSINESS*

*A.*

*1.*

## **RESOLUTION 2021-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2021 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Indigo Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted 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 2020-09, relating to the imposition, levy, collection, and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2020-09, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

**WHEREAS**, on September 14, 2021, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$2,815,000 Indigo Community Development District Capital Improvement Revenue Bonds, Series 2021 (Integrated LPGA – Phase A1) (the “**Series 2021 Bonds**”); and

**WHEREAS**, pursuant to and consistent with Resolution 2020-09, the District desires to set forth the particular terms of the sale of the Series 2021 Bonds and confirm the levy of special assessments securing the Series 2021 Bonds (the “**Series 2021 Assessments**”).

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2020-09.

**SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board of Supervisors of the Indigo Community Development District hereby finds and determines as follows:

(a) On August 26, 2020, the District, after due notice and public hearing, adopted Resolution 2020-09, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Integrated LPGA – Phase A1 Engineer's Report* dated July 14, 2020, as amended September 1, 2021, attached to this Resolution as **Exhibit A** (the "**Engineer's Report**"), identifies and describes the presently expected components of the improvements to be financed in whole or in part with the Series 2021 Bonds (the "**2021 Project**"). The District hereby confirms that the improvements serve a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2021 Bonds is hereby ratified.

(c) The *Final Supplemental Special Assessment Methodology Report for the Integrated LPGA – Phase A1 Development*, dated \_\_\_\_\_, 2021, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Special Assessment Methodology Report for the Integrated LPGA – Phase A1 Development*, dated July 15, 2020, and approved by Resolution 2020-09 (the "**Master Assessment Report**"), to the 2021 Project and the actual terms of the Series 2021 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.

(d) The 2021 Project will specially benefit all developable property within the Integrated LPGA – Phase A1 Development, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the 2021 Project financed with the Series 2021 Bonds to the specially benefitted properties within the District as set forth in Resolution 2020-09 and this Resolution.

**SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS.** As provided in Resolution 2020-09, this Resolution is intended to set forth the terms of the Series 2021 Bonds and the final amount of the lien of the Series 2021 Assessments securing those bonds. The Series 2021 Bonds, in an aggregate par amount of \$2,815,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2021 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2021 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2021 Assessments securing the Series 2021 Bonds shall be the principal amount due on the Series 2021 Bonds, together with accrued but unpaid interest thereon, and together with the amount by

which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

#### **SECTION 4. LEVYING AND ALLOCATING THE SERIES 2021 ASSESSMENTS SECURING THE SERIES 2021 BONDS; ADDRESSING COLLECTION OF THE SAME.**

(a) The Series 2021 Assessments securing the Series 2021 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2021 Bonds. The estimated costs of collection of the Series 2021 Assessments for the Series 2021 Bonds are as set forth in the Supplemental Assessment Report.

(b) To the extent that land is added to the District, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the 2021 Project and reallocate the Series 2021 Assessments securing the Series 2021 Bonds in order to impose Series 2021 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture and Fifth Supplemental Trust Indenture, the District shall begin annual collection of Series 2021 Assessments using the methods available to it by law. The Series 2021 Bonds include an amount for capitalized interest through May 1, 2022. Beginning with the first debt service payment of principal on May 1, 2022, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2021 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Volusia County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2021 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2021 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2021 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

The terms of Resolution 2020-09 addressing True-Up Payments, as defined therein and as described in more detail in the Supplemental Assessment Report and True-Up Agreement between the District and the landowner, shall continue to apply in full force and effect.

**SECTION 6. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Series 2021 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2021 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county,



district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 7. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a Notice of Series 2021 Assessments securing the Series 2021 Bonds in the Official Records of Volusia County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 8. CONFLICTS.** This Resolution is intended to supplement Resolution 2020-09, which remains in full force and effect. This Resolution and Resolution 2020-09 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 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.

**APPROVED and ADOPTED,** this 22<sup>nd</sup> day of September, 2021.

ATTEST:

**INDIGO COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Engineer's Report  
**Exhibit B:** Supplemental Assessment Report  
**Exhibit C:** Maturities and Coupon of Series 2021 Bonds  
**Exhibit D:** Sources and Uses of Funds for Series 2021 Bonds  
**Exhibit E:** Annual Debt Service Payment Due on Series 2021 Bonds

**EXHIBIT A**  
**Engineer's Report**

# Indigo Community Development District

## Integrated LPGA – Phase A1

### ENGINEER'S REPORT

**Prepared For**

Indigo Community Development District

**Date**

July 14, 2020

(as amended September 1, 2021)



# Indigo Community Development District Integrated LPGA – Phase A1

## ENGINEER'S REPORT

City of Daytona Beach, Florida

**Prepared For:**

Indigo Community Development District

**Date:**

July 14, 2020

(as amended September 1, 2021)



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<b><i>Section 9</i></b>	<b><i>Conclusions and Summary Opinion</i></b>

Indigo Community Development District  
Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements

Exhibits

<i>Exhibit 1</i>	<i>Indigo CDD Map</i>
<i>Exhibit 2</i>	<i>Vicinity Map</i>
<i>Exhibit 3</i>	<i>Location Map</i>
<i>Exhibit 4</i>	<i>District Boundary Map and Legal Description</i>
<i>Exhibit 5</i>	<i>Proposed Public and Private Uses within the CDD</i>
<i>Exhibit 6</i>	<i>Site Plan</i>
<i>Exhibit 7</i>	<i>Post-Development Basin Map</i>
<i>Exhibit 8</i>	<i>FEMA 100-Year Floodplain</i>
<i>Exhibit 9</i>	<i>Offsite LPGA Boulevard Improvements</i>
<i>Exhibit 10</i>	<i>Potable Water Distribution System</i>
<i>Exhibit 11</i>	<i>Reclaimed Water Distribution System</i>
<i>Exhibit 12</i>	<i>Wastewater Collection System</i>
<i>Exhibit 13</i>	<i>Estimate of Probable Capital Improvement Costs</i>

**Indigo Community Development District  
Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

## ***Section 1 Introduction***

### ***1.1. Background***

The Engineer's Report for Capital Improvements (the "Report") for the Integrated LPGA Phase A1 of the Indigo Community Development District (the "District") has been prepared to assist with the financing and construction of capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan") pursuant to requirements of the City of Daytona Beach and Volusia County, Florida.

Capital Improvements reflected in this Report represent, and are limited to, the current Capital Improvement Plan for the Integrated LPGA Phase A1 (the "Development") portion of the District. The majority of the necessary regulatory approvals have not been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained in the future during the normal design and permitting processes. To the best of our knowledge and belief, it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

### ***1.2. Location and General Description***

The overall Indigo CDD is reflected in Exhibit 1 – Indigo CDD Map and is located in the City of Daytona Beach, Volusia County, Florida. The Integrated LPGA Phase A1 portion of the District is an 87.12 +/- acre parcel. More specifically, the parcel is located within a portion of Sections 29 and 28, Township 15, Range 32 East lying east of LPGA Blvd., and northwest of US Highway 92. Please refer to Vicinity Map Exhibit 2 and Location Map Exhibit 3. The proposed Phase A1 project is the first phase of a three (3) phase development of Integrated LPGA and includes approximately 195 single family homes. The Development is part of the overall three (3) phase Integrated LPGA project and is zoned Planned Development (PD). A more detailed breakdown of the anticipated development program is as follows:

40' Single Family	113 Units
<u>50' Single Family</u>	<u>82 Units</u>
Total	195 Units

The above unit breakdown is based upon the Construction Plans referenced as "Integrated LPGA – Phase A1", submitted to the City of Daytona Beach on July 1, 2020 for approval. The District Boundary Map and Legal Description are included as Exhibit 4.

### ***1.3. District Purpose and Scope***

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. All, or a portion of, the infrastructure improvements will be financed (1) with the proceeds of bonds issued by the District

**Indigo Community Development District  
Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

and/or (2) by the Developer.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

***1.4. Description of Land Use***

The lands within the District encompass approximately 87.12 +/- acre. Based on the current PD zoning for the property, the development program currently consists of 195 single family homes. The approved land uses within the District include the following areas outlined in the table below. Exhibit 5 provides the location of the development uses below.

Proposed Development	Approximate Acres
Private (Single Family Lots)	28.29
Stormwater	22.95
Recreational Space	6.97
Open Space	1.78
Right-of-Way Tracts	11.66
Utility Tracts	0.08
Conservation Area & Wetlands	15.39
Total Acres	87.12

***Section 2 Government Actions***

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in the City of Daytona Beach with work being completed within Volusia County.

Permitting Agencies & Permits Required

1. City of Daytona Beach
  - a. Planned Development Rezoning
  - b. Final Plat/Subdivision Construction Plans
2. Volusia County
  - a. Use Permit – LPGA Boulevard Improvements
3. St. Johns River Water Management District (SJRWMD)
  - a. Environmental Resource Permit
    - i. Final Engineering for Onsite and Offsite Improvements



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Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

- b. Water Use Permit (Dewatering)
    - i. Mass Grading/Master Storm
    - ii. Final Engineering for Onsite and Offsite Improvements
4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System via Volusia County Health Department
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
5. Federal Emergency Management Agency
  - a. Letter of Map Revision
6. Army Corp of Engineers
  - a. Dredge and Fill Permit
7. Florida Fish and Wildlife Conservation Commission (FWC)

### ***Section 3 Infrastructure Benefit***

The District will fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, and perimeter landscape and irrigation improvements within the District boundary. However some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is undeveloped, with the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District.

### ***Section 4 Capital Improvement Plan***

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and sanitary sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, pavement markings and signage, as well as potable water main, reclaimed water main and sanitary sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5 through 12. Exhibit 13 details the Cost Opinion for the District's capital improvement plan.

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Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.

## ***Section 5 Description of Capital Improvement Plan***

### ***5.1 Roadway Improvements***

As indicated above, the District will fund all roadway construction internal and external to the District consisting of local subdivision roadways and the extension of Grand Champion Boulevard. The costs for such improvements are included on Exhibit 13. Exhibit 5 - Proposed Public and Private Uses within the CDD and Exhibit 9 – Offsite LPGA Boulevard Improvements provide a graphical representation of the proposed roadway improvements. The local roadways may or may not be open to the public.

### ***5.2 Stormwater Management***

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with City of Daytona Beach and the St Johns River Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 7, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system.

### ***5.3 100-Year Floodplain***

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panel 12127C0363H dated February 19, 2014, no portion of the project site is located within the 100-year Flood Hazard Area (FHA), Zone AH – 100-year floodplain with an established base flood elevation of 27.0' NAVD 88. Exhibit 8, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within a mapped floodplain would require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SJRWMD and City of Daytona Beach, any filled areas below the floodplain will require mitigation in the form of compensating storage.

### ***5.4 Master Infrastructure***

#### ***5.4.1 Primary Roadways***

Based on the current approved Construction Plans, the roadway improvements include approximately 3,218 linear feet of road and will define the major ingress and egress points throughout the Development. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibits 5 and 6. In addition to the onsite roadways, offsite roadway intersection improvements to LPGA Boulevard/CR 4019, as required by Volusia County to serve the project, are included in the Master Infrastructure serving the District.

**Indigo Community Development District  
Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

***5.4.2 Potable Water Distribution System***

The District may fund the construction of the water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete. The water mains within the District will be sized to provide water to the residents of the District and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). Exhibit 10, Potable Water Distribution System, provides a graphical representation of the contemplated water mains to be constructed within the District.

***5.4.3 Reclaimed Water Distribution System***

The District may fund the construction of the reclaimed water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be required to be designed and constructed based on an approved MUP. Exhibit 11, Reclaimed Water Distribution System, provides a graphical representation of the existing and proposed offsite reclaimed water system and onsite system contemplated within the District.

***5.4.4 Wastewater System***

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete by the District. The sewer collection mains, lift station and force mains serving the District will be sized to provide wastewater service to the residents and of the District, and will be required to be designed and constructed based on an approved MUP. Exhibit 12, Wastewater Collection System, provides a graphical representation of the proposed offsite wastewater system and onsite system contemplated within the District.

***5.4.5 Landscape, Irrigation & Hardscape***

The District will fund landscape, irrigation and hardscape construction within Grand Champion Boulevard right-of-way which may include roadway street trees and landscaping, master signage, way finding signage through the development, entry hardscape features, and entry landscape and hardscape. The District will own and maintain foregoing improvements.

***5.5 Professional and Inspection Fees***

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, planning, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in

**Indigo Community Development District  
Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the District Capital Improvement Plan.

***Section 6 Ownership and Maintenance***

Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	City	City
LPGA Offsite Roadway Improvements	County	County
Master Stormwater Management System	District	District
Potable Water Distribution System	City	City
Sanitary Sewer System	City	City
Reclaimed Water Distribution System	City	City
Grand Champion Blvd. Landscaping, Irrigation and Signage	District <sup>(1)</sup>	District/HOA

(1) Per Use Agreement with City of Daytona Beach

***Section 7 Roadway Rights-of-Way, Stormwater Management  
Ponds and Other Open Spaces***

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District, HOA or other Public entity at no cost.

***Section 8 Estimate of Probable Capital Improvement Costs***

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 13. Costs associated with construction of the improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. A reasonable project contingency was included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

***Section 9 Conclusions and Summary Opinion***

The Capital Improvement Plan (CIP) as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the

**Indigo Community Development District  
Integrated LPGA Phase A1  
Engineer's Report for Capital Improvements**

District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's CIP are based on the Integrated LPGA Phase A1 Construction Plans, dated July 1, 2020. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

**As District Engineer:  
Poulos & Bennett, LLC**

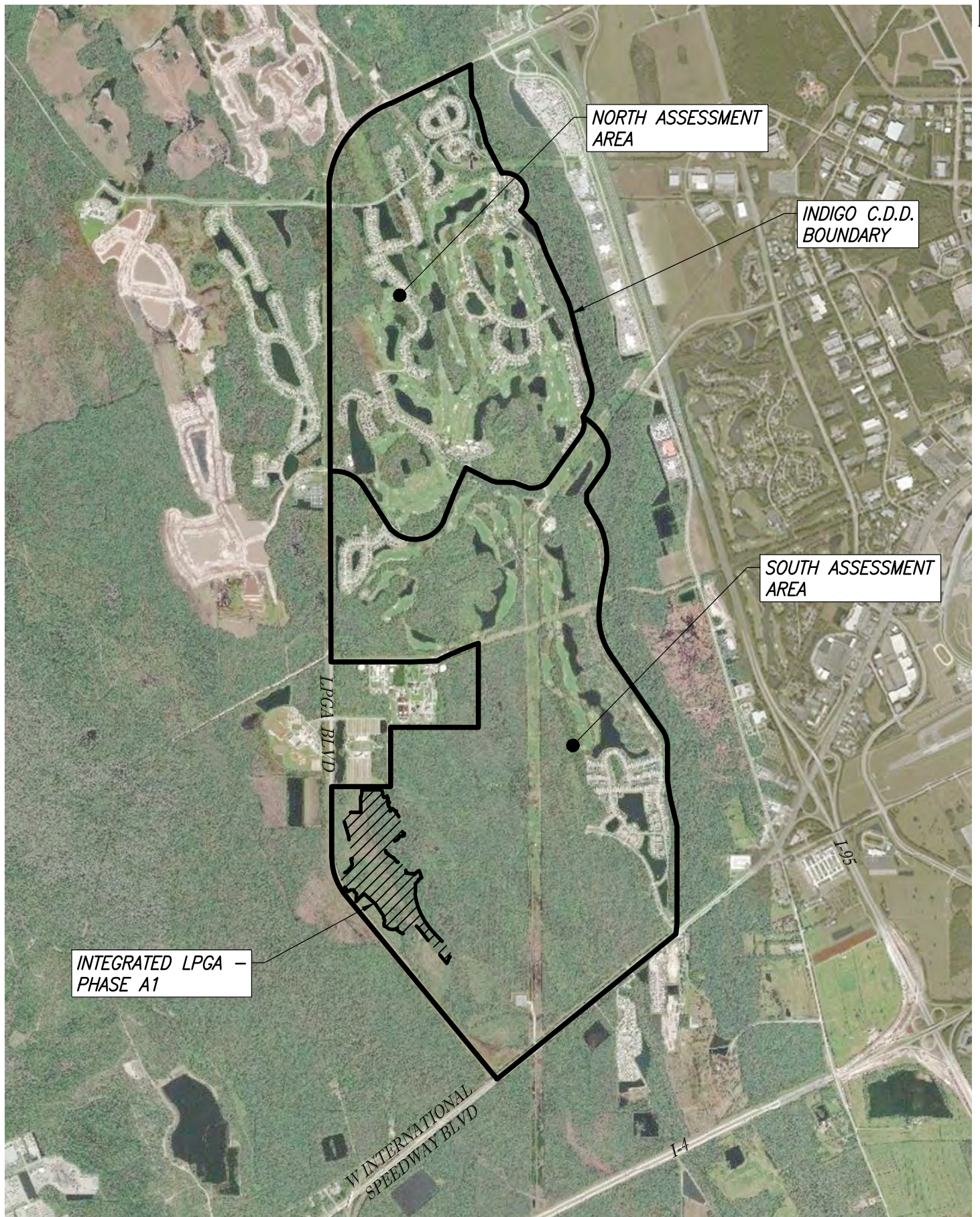
*Marc D. Stehli, P.E.*

---

Marc D. Stehli, PE  
State of Florida Professional Engineer No. 52781

# Exhibits





Indigo CDD Map

## Integrated LPGA Phase A1

February 6, 2020  
P & B Job No.: 18-015

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

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SCALE IN FEET

**Exhibit 1**





Vicinity Map

## Integrated LPGA Phase A1

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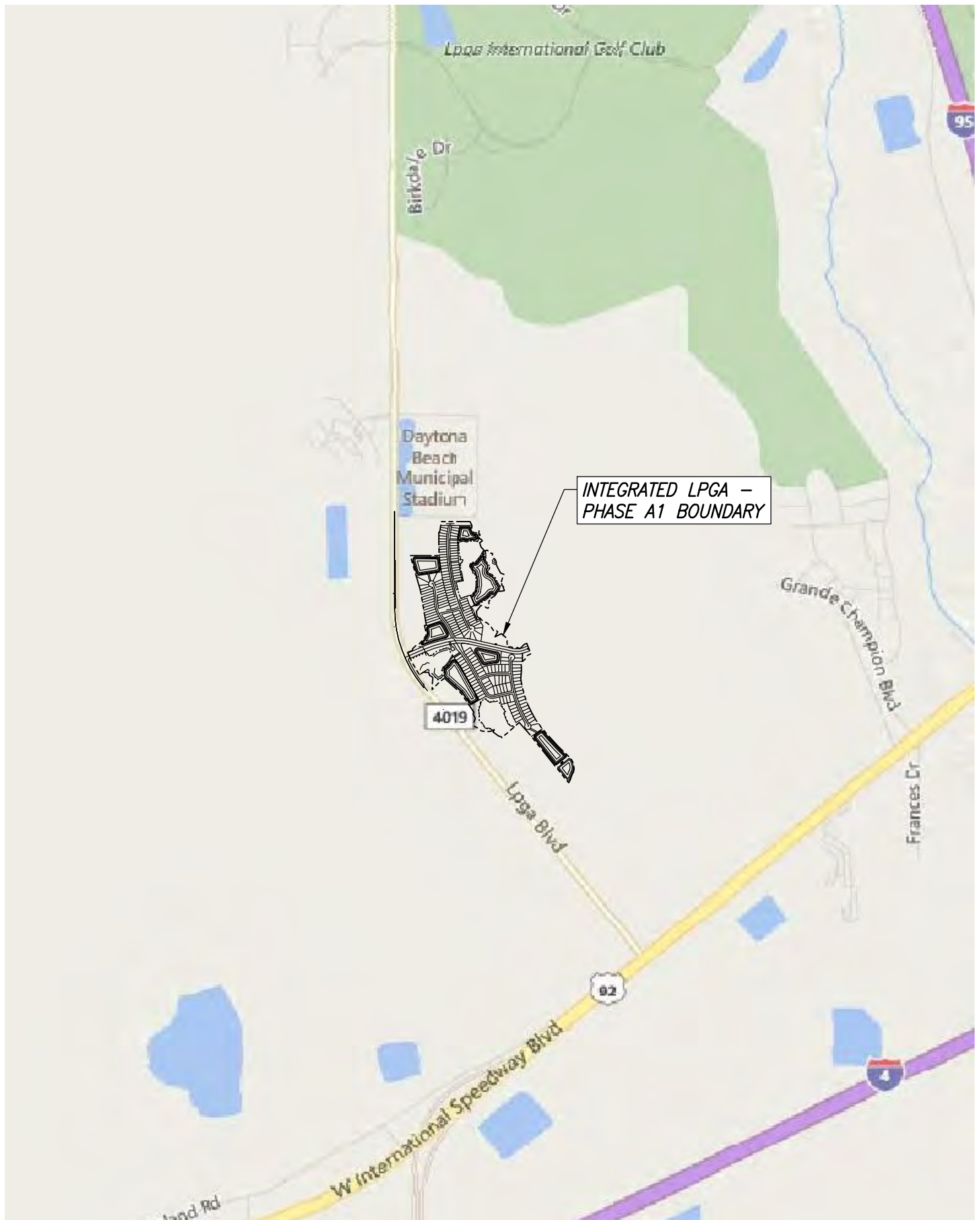
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SCALE IN FEET

Exhibit 2





Location Map

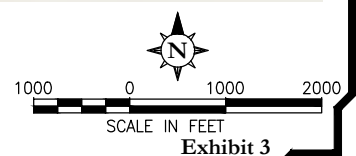
## Integrated LPGA Phase A1

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LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
L1	48.83'	S01°14'39"W	L3	8.01'	N86°59'45"W	L38	16.64'	N01°44'48"W	C1	89.91'	100.74'	95.55'	N15°59'35"E	64°11'48"
L2	84.82'	S04°43'50"W	L4	64.03'	S22°33'37"W	L39	12.85'	N77°38'06"E	C200	50.00'	20.17'	20.04'	N36°03'02"E	23°06'58"
L21	112.14'	S50°20'28"W	L5	90.60'	N42°57'21"W	L40	85.00'	N10°43'12"E	C201	50.00'	81.89'	72.90'	S07°55'09"W	93°36'37"
L22	149.77'	S43°49'16"W	L6	102.20'	N41°21'01"W	L41	77.76'	N02°24'26"E	C202	50.00'	72.68'	66.45'	N83°37'54"W	83°17'18"
L23	172.50'	N04°04'19"E	L7	18.65'	N31°04'30"W	L42	65.52'	S28°04'51"E	C203	1575.70'	31.43'	31.43'	S42°33'32"E	108°35'
L24	22.63'	N12°44'15"W	L8	42.96'	N76°35'45"W	L43	42.58'	S05°24'44"W	C204	4347.35'	495.62'	495.35'	S44°10'26"E	6°31'55"
L25	53.30'	N57°57'39"W	L9	106.76'	N53°22'25"W	L44	79.22'	S22°40'41"E	C205	200.00'	244.35'	229.43'	N12°26'23"W	70°00'00"
L26	47.89'	N15°09'32"W	L10	43.76'	N28°01'29"E	L45	64.17'	N89°38'47"E	C207	50.00'	103.46'	85.96'	N81°50'13"E	118°33'13"
L27	63.22'	N89°19'51"W	L11	45.52'	S62°37'59"W	L46	37.07'	N27°40'26"E						
L28	20.34'	N87°11'58"W	L12	16.58'	S66°55'33"W	L47	46.64'	S00°08'06"W						
L29	72.13'	S56°22'10"W	L13	74.90'	S84°09'34"W	L48	26.94'	S54°24'05"E						
L30	55.83'	N68°00'46"E	L14	74.30'	N78°42'28"W	L49	60.33'	S22°27'34"W						
L31	25.28'	N73°35'04"E	L15	72.60'	N50°54'08"W	L50	42.55'	S67°01'54"E						
L32	28.58'	N03°58'30"E	L16	54.12'	N64°45'45"W	L51	27.88'	S33°08'10"E						
L33	70.07'	N46°11'04"E	L17	74.28'	N03°49'16"W	L52	50.41'	S57°09'30"W						
L34	60.77'	N62°22'48"E	L18	52.81'	N21°23'55"E	L53	69.80'	S17°11'44"E						
L35	120.48'	N39°16'24"E	L19	72.68'	N27°01'45"W	L54	67.84'	S42°21'33"E						
L36	102.96'	N13°40'42"W	L20	33.71'	N20°37'02"E	L55	59.15'	S09°30'58"W						
L37	28.74'	N87°16'40"E	L200	83.77'	N54°43'27"E	L56	58.92'	N32°43'41"E						
LINE TABLE			L201	124.78'	S50°30'40"E	L57	31.77'	N73°43'44"E						
LENGTH			L202	131.43'	S50°30'40"E	L58	16.86'	N57°10'07"E						
L93	82.98'	S07°45'08"E	L203	104.49'	N54°43'27"E	L59	30.67'	S42°54'01"E						
L94	62.58'	S61°10'52"E	L204	77.19'	N53°54'09"W	L60	1.43'	S84°26'17"W						
L95	10.76'	S27°34'32"W	L205	70.94'	S54°43'27"W	L61	18.98'	S40°42'29"E						
L96	83.58'	S57°26'48"E	L206	48.17'	N22°33'37"E	L62	37.79'	S85°21'28"E						
L97	22.44'	S71°21'56"E				L63	49.90'	S10°06'17"W						
L98	38.91'	S56°19'06"E				L64	64.61'	S46°27'02"E						
L99	10.54'	S24°22'16"E				L65	40.80'	S26°27'46"E						
L100	64.12'	S43°50'28"E				L66	43.16'	S01°35'17"E						
L101	59.46'	S33°37'04"E				L67	80.12'	S25°45'57"E						
L102	36.50'	N74°53'15"E				L68	86.37'	S26°52'05"E						
L103	36.12'	S48°18'51"E				L69	54.36'	S70°32'01"E						
L104	91.54'	S28°26'08"W				L70	19.76'	S05°51'22"E						
L105	112.86'	N62°50'42"E				L71	33.43'	S35°29'11"W						
L106	84.31'	S49°28'25"E				L72	73.20'	S16°16'43"W						
L107	48.15'	S24°13'14"E				L73	19.91'	S00°28'28"E						
L108	9.58'	S84°16'33"E				L74	20.94'	S31°52'15"W						
L109	22.30'	S14°52'44"W				L75	18.17'	N66°06'56"E						
L110	82.21'	S02°01'38"E				L76	20.28'	S00°55'40"E						
L111	63.92'	S84°36'24"E				L77	5.41'	S06°49'11"E						
L112	79.19'	S74°56'41"E				L78	58.40'	S56°57'08"E						
L113	21.08'	N49°11'16"E				L79	31.55'	N70°57'06"W						
L114	45.66'	S68°10'58"E				L80	61.76'	S18°47'40"E						
L115	62.33'	N44°44'52"E				L81	61.33'	S78°49'51"W						
L116	29.19'	N48°36'02"E				L82	38.16'	N84°58'33"W						
L117	43.90'	N66°57'53"E				L83	88.40'	S34°17'37"W						
L118	79.62'	S61°30'02"W				L84	97.71'	S57°55'32"W						
L119	54.47'	S23°38'56"W				L85	19.80'	S53°20'18"E						
L120	75.97'	S00°27'33"W				L86	29.86'	S55°57'06"W						
L121	66.00'	S03°49'44"E				L87	64.88'	S01°03'19"E						
L122	56.54'	S01°14'39"W				L88	43.69'	S12°38'00"W						
						L89	20.08'	S86°12'37"W						
						L90	44.04'	N57°45'21"W						
						L91	61.03'	N75°06'20"W						
						L92	112.75'	S37°13'04"W						

#### LEGAL DESCRIPTION

A parcel of land comprising a portion of Sections 29, 32 and 33. Township 15 South, Range 32 East, Volusia County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of aforesaid Section 29; thence run South 89°23'48" West along the South line of said Southeast 1/4 of Section 29 for a distance of 765.29 feet to a point on the Westerly line of land described in Official Records Book 6799, Page 2835 of said Public Records of Volusia County, Florida and the POINT OF BEGINNING; thence run along said Westerly line South 01°14'39" West for a distance of 48.83 feet; thence run South 04°43'50" West for a distance of 84.82 feet to a point on a non tangent curve concave Northeasterly and having a radius of 1555.70 feet a chord bearing of South 25°26'42" East and a chord length of 945.95 feet; thence run Southeasterly along the arc of said curve through a central angle of 35°23'57" for an arc distance of 981.16 feet to a point on a non tangent curve concave Northeasterly and having a radius of 4327.35 feet a chord bearing of South 44°22'18" East and a chord length of 523.69 feet; thence run Southeasterly along the arc of said curve through a central angle of 06°56'17" for an arc distance of 524.01 feet to a point on a non tangent curve concave Westerly and having a radius of 245.58 feet a chord bearing of South 10°16'04" East and a chord length of 228.38 feet; thence run Southerly along the arc of said curve through a central angle of 55°25'05" for an arc distance of 237.53 feet to a point on a non tangent line; thence run North 86°59'45" West for a distance of 8.01 feet; thence run South 22°33'37" West for a distance of 64.03 feet to a point + on a non tangent curve concave Westerly and having a radius of 241.56 feet a chord bearing of South 22°42'00" West and a chord length of 103.67 feet; thence run Southwesterly along the arc of said curve through a central angle of 24°46'56" for an arc distance of 104.48 feet to a point on a non tangent line; thence run along the Easterly lines of parcels of land described in Official Records Book 6486, Page 2923 and Official Records Book 6799, Page 2835 of aforesaid Public Records: North 38°53'10" West for a distance of 1014.72 feet; thence run North 42°57'21" West for a distance of 90.60 feet; thence run North 41°12'10" West for a distance of 102.20 feet; thence run South 48°47'50" West for a distance of 135.67 feet; thence run North 31°04'30" West for a distance of 18.65 feet; thence run North 76°35'45" West for a distance of 42.96 feet; thence run North 53°22'25" West for a distance of 106.76 feet; thence run North 28°01'29" East for a distance of 43.76 feet; thence run South 62°37'59" West for a distance of 45.52 feet; thence run South 66°55'33" West for a distance of 16.58 feet; thence run South 84°09'34" West for a distance of 74.90 feet; thence run North 78°42'28" West for a distance of 74.30 feet; thence run North 50°54'08" West for a distance of 72.60 feet; thence run North 64°45'45" West for a distance of 54.12 feet; thence run North 03°49'16" West for a distance of 74.28 feet; thence run North 21°12'35" East for a distance of 52.81 feet; thence run North 27°01'45" West for a distance of 72.68 feet; thence run North 20°37'02" East for a distance of 33.71 feet; thence run North 34°05'02" West for a distance of 352.58 feet; thence run North 47°53'07" West for a distance of 353.14 feet; thence run South 50°20'28" West for a distance of 112.14 feet; thence run South 43°49'16" West for a distance of 149.77 feet; thence run North 04°04'19" East for a distance of 172.50 feet; thence run North 12°41'15" West for a distance of 22.63 feet; thence run North 15°09'32" West for a distance of 53.30 feet; thence run North 15°09'32" West for a distance of 47.89 feet; thence run North 89°19'51" West for a distance of 63.22 feet; thence run North 87°11'58" West for a distance of 20.34 feet; thence run South 56°22'10" West for a distance of 72.13 feet to a point on the Easterly right-of-way line of LPGA Boulevard, being a point on a non tangent curve concave Easterly and having a radius of 1841.56 feet a chord bearing of North 28°01'40" West and a chord length of 392.91 feet; thence run Northerly along said Easterly right-of-way line and the arc of said curve through a central angle of 12°14'45" for an arc distance of 393.66 feet to a point on the non tangent Southerly line of a parcel of land described in aforesaid Official Records Book 6460, Page 721 of aforesaid Public Records; thence run the following courses along said Southerly and the Easterly line of said Parcel described in said Official Records Book 6460, Page 721: North 68°00'46" East for a distance of 55.83 feet; thence run North 73°35'04" East for a distance of 25.28 feet; thence run North 03°58'30" East for a distance of 28.58 feet; thence run North 46°11'04" East for a distance of 70.07 feet; thence run North 62°22'48" East for a distance of 60.77 feet; thence run North 39°16'24" East for a distance of 120.48 feet; a point on a non tangent curve concave Westerly and having a radius of 89.91 feet a chord bearing of North 15°59'35" East and a chord length of 95.55 feet; thence run Northerly along the arc of said curve through a central angle of 64°11'48" for an arc distance of 100.74 feet to a point on a non tangent line; thence run North 13°40'42" West for a distance of 102.96 feet; thence run North 87°16'40" East for a distance of 28.74 feet; thence run North 09°37'33" West for a distance of 554.84 feet; thence run North 16°16'15" West for a distance of 554.84 feet to a point on the Southerly line of a parcel of land described in Official Records Book 7352, Page 4061 of aforesaid Public Record; thence run North 90°00'00" East along said Southerly line for a distance of 49.23 feet to a point on a non tangent curve concave Easterly and having a radius of 3319.74 feet a chord bearing of North 01°05'32" West and a chord length of 345.92 feet; thence run Northerly along the arc of said curve through a central angle of 06°58'23" for an arc distance of 346.08 feet to a point on the non tangent Easterly line of said parcel of land described in Official Records Book 7352, Page 4061; thence run the following courses along said Easterly line: North 01°44'48" West for a distance of 16.64 feet; thence run North 77°38'06" East for a distance of 12.85 feet; thence run North 10°43'12" East for a distance of 85.00 feet; thence run North 02°24'26" East for a distance of 77.76 feet to a point on the Southerly line of a parcel of land described in Official Records Book 2918, Page 767 of aforesaid Public Records; thence run North 89°53'48" East along said Southerly line for a distance of 451.66 feet to the Northwest corner of a parcel of land described in Official Records Book 6799, Page 2846 of aforesaid Public Records; thence run the following courses along the Westerly line of said parcel of land described in Official Records Book 6799, Page 2846 of aforesaid Public Records: South 28°04'51" East for a distance of 65.52 feet; thence run South 05°24'44" West for a distance of 42.58 feet; thence run South 22°40'41" East for a distance of 79.22 feet; thence run North 89°38'47" East for a distance of 64.17 feet; thence run North 27°40'26" East for a distance of 37.07 feet; thence run South 00°08'06" West for a distance of 46.64 feet; thence run South 54°24'05" East for a distance of 26.94 feet; thence run South 22°27'34" West for a distance of 60.33 feet; thence run South 67°01'54" East for a distance of 42.55 feet; thence run South 33°08'10" East for a distance of 27.88 feet; thence run South 57°09'30" West for a distance of 50.41 feet; thence run South 17°11'44" East for a distance of 69.80 feet; thence run South 42°13'33" East for a distance of 67.84 feet; thence run South 09°30'58" West for a distance of 59.15 feet; thence run North 32°43'41" East for a distance of 58.92 feet; thence run North 73°43'44" East for a distance of 31.77 feet; thence run South 50°17'07" East for a distance of 16.86 feet; thence run South 42°54'01" East for a distance of 30.67 feet; thence run South 84°26'17" West for a distance of 1.43 feet; thence run South 40°42'29" East for a distance of 18.98 feet; thence run South 85°21'28" East for a distance of 37.79 feet; thence run South 10°06'17" West for a distance of 49.90 feet; thence run South 46°27'02" West for a distance of 64.61 feet; thence run South 26°27'46" East for a distance of 40.80 feet; thence run South 01°35'17" East for a distance of 43.16 feet; thence run South 25°45'57" East for a distance of 60.12 feet; thence run South 26°52'05" East for a distance of 86.37 feet; thence run South 70°32'01" East for a distance of 54.36 feet; thence run South 05°51'22" East for a distance of 19.76 feet; thence run South 35°29'11" West for a distance of 33.43 feet; thence run South 16°16'43" West for a distance of 73.20 feet; thence run South 00°28'28" East for a distance of 19.91 feet; thence run South 31°52'15" West for a distance of 20.94 feet; thence run North 68°06'56" East for a distance of 18.17 feet; thence run North 00°55'40" East for a distance of 20.28 feet; thence run South 06°49'11" East for a distance of 5.41 feet; thence run North 58°57'08" East for a distance of 58.40 feet; thence run North 70°57'06" West for a distance of 31.55 feet; thence run South 18°47'40" East for a distance of 61.76 feet; thence run South 78°49'51" West for a distance of 81.33 feet; thence run North 84°58'33" West for a distance of 38.16 feet; thence run South 34°17'37" West for a distance of 88.40 feet; thence run South 57°55'32" West for a distance of 97.71 feet; thence run South 53°20'18" East for a distance of 19.80 feet; thence run South 55°57'08" West for a distance of 29.86 feet; thence run South 01°03'19" East for a distance of 44.88 feet; thence run South 12°38'00" West for a distance of 43.69 feet; thence run South 86°12'37" West for a distance of 20.08 feet; thence run North 57°45'21" West for a distance of 44.04 feet; thence run North 75°06'20" West for a distance of 61.03 feet; thence run South 37°13'04" West for a distance of 112.75 feet; thence run South 07°45'08" East for a distance of 82.98 feet; thence run South 61°10'52" East for a distance of 62.58 feet; thence run South 27°34'32" West for a distance of 10.76 feet; thence run South 57°26'48" East for a distance of 83.58 feet; thence run South 71°21'56" East for a distance of 22.44 feet; thence run South 56°19'06" East for a distance of 38.91 feet; thence run South 24°22'16" East for a distance of 10.54 feet; thence run South 43°50'28" East for a distance of 64.12 feet; thence run South 33°37'04" East for a distance of 59.46 feet; thence run North 74°55'15" East for a distance of 36.25 feet; thence run South 48°18'51" East for a distance of 36.12 feet; thence run South 28°26'08" West for a distance of 91.54 feet; thence run North 62°50'42" East for a distance of 112.86 feet; thence run South 49°28'25" East for a distance of 84.31 feet; thence run South 24°13'14" East for a distance of 48.15 feet; thence run South 84°16'33" East for a distance of 9.58 feet; thence run South 14°52'44" West for a distance of 22.30 feet; thence run South 02°01'38" East for a distance of 82.21 feet; thence run South 84°36'24" East for a distance of 63.92 feet; thence run South 74°56'41" East for a distance of 79.19 feet; thence run North 46°11'04" East for a distance of 21.08 feet; thence run South 68°10'58" East for a distance of 45.86 feet; thence run North 44°44'52" East for a distance of 62.33 feet; thence run North 48°36'02" East for a distance of 29.19 feet; thence run North 66°57'33" East for a distance of 43.90 feet; thence run South 21°01'19" East for a distance of 172.03 feet; thence run South 61°30'02" West for a distance of 79.62 feet; thence run South 23°38'56" West for a distance of 54.47 feet; thence run South 50°27'33" West for a distance of 75.97 feet; thence run South 03°49'44" East for a distance of 66.00 feet; thence run South 01°14'39" West for a distance of 56.54 feet to the POINT OF BEGINNING.

Contains 87.12 acres more or less.

## District Boundary Map and Legal Description Integrated LPGA Phase A1

February 6, 2020

P & B Job No.: 18-015

2602 E. Livingston St.

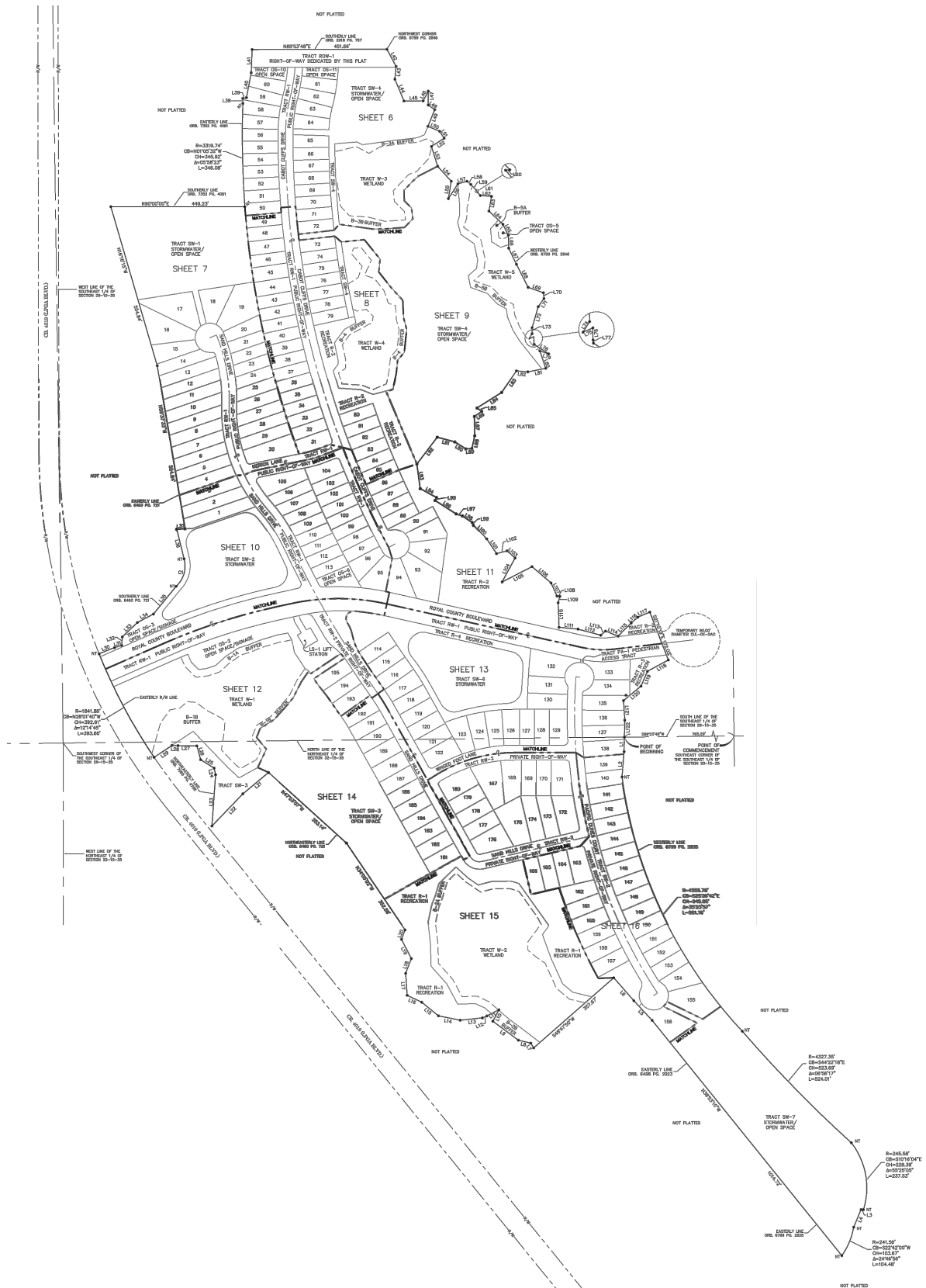
Orlando, Florida 32803-407, 487, 2594

POULOS & BENNETT

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Certificate of Authorization No. 28567

Exhibit 4



# District Boundary Map and Legal Description Integrated LPGA Phase A1

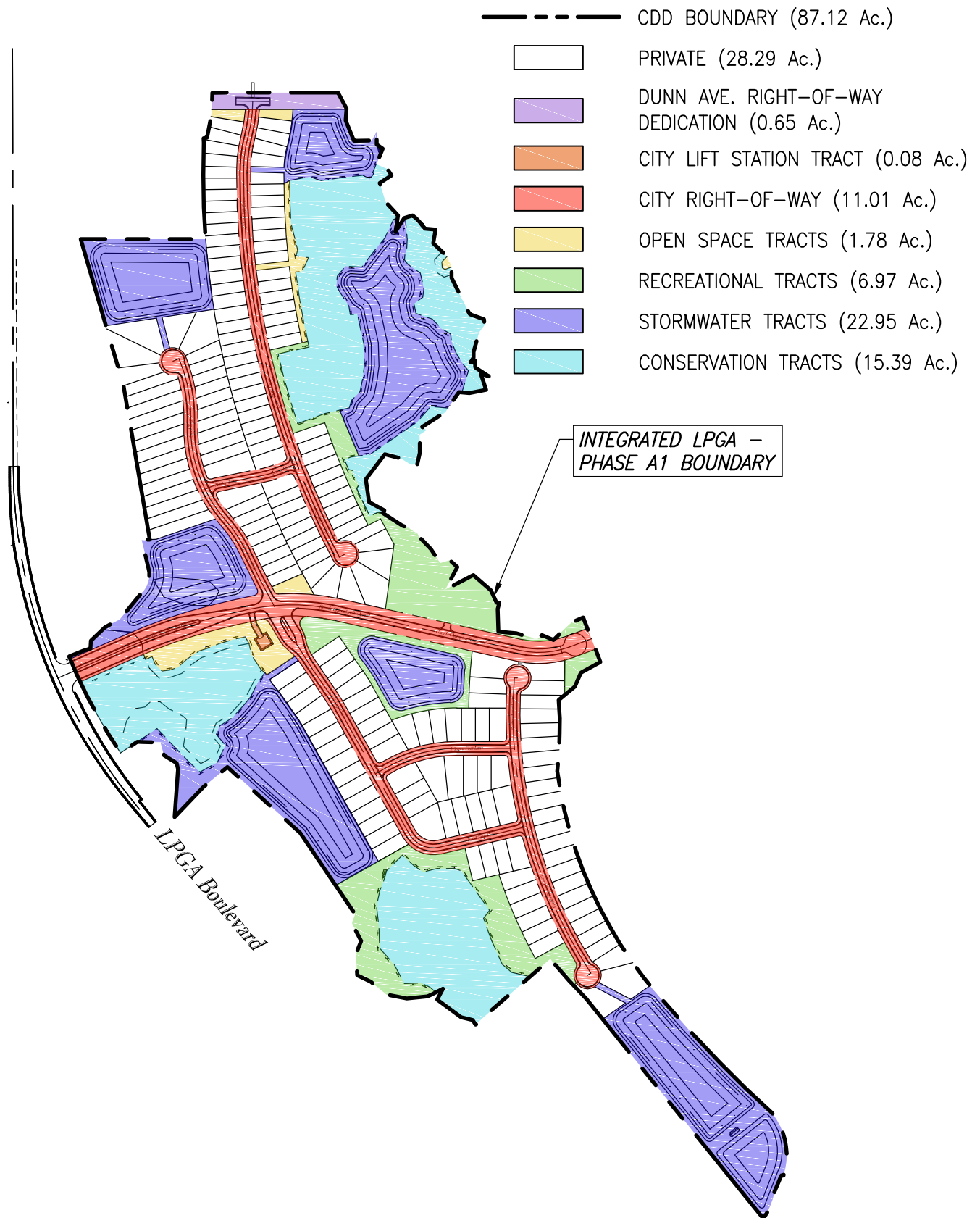
February 6, 2020  
P & B Job No.: 18-015

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Exhibit 4



Proposed Public and Private Uses Within CDD

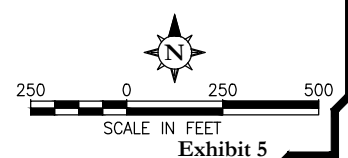
## Integrated LPGA Phase A1

February 6, 2020  
P & B Job No.: 18-015

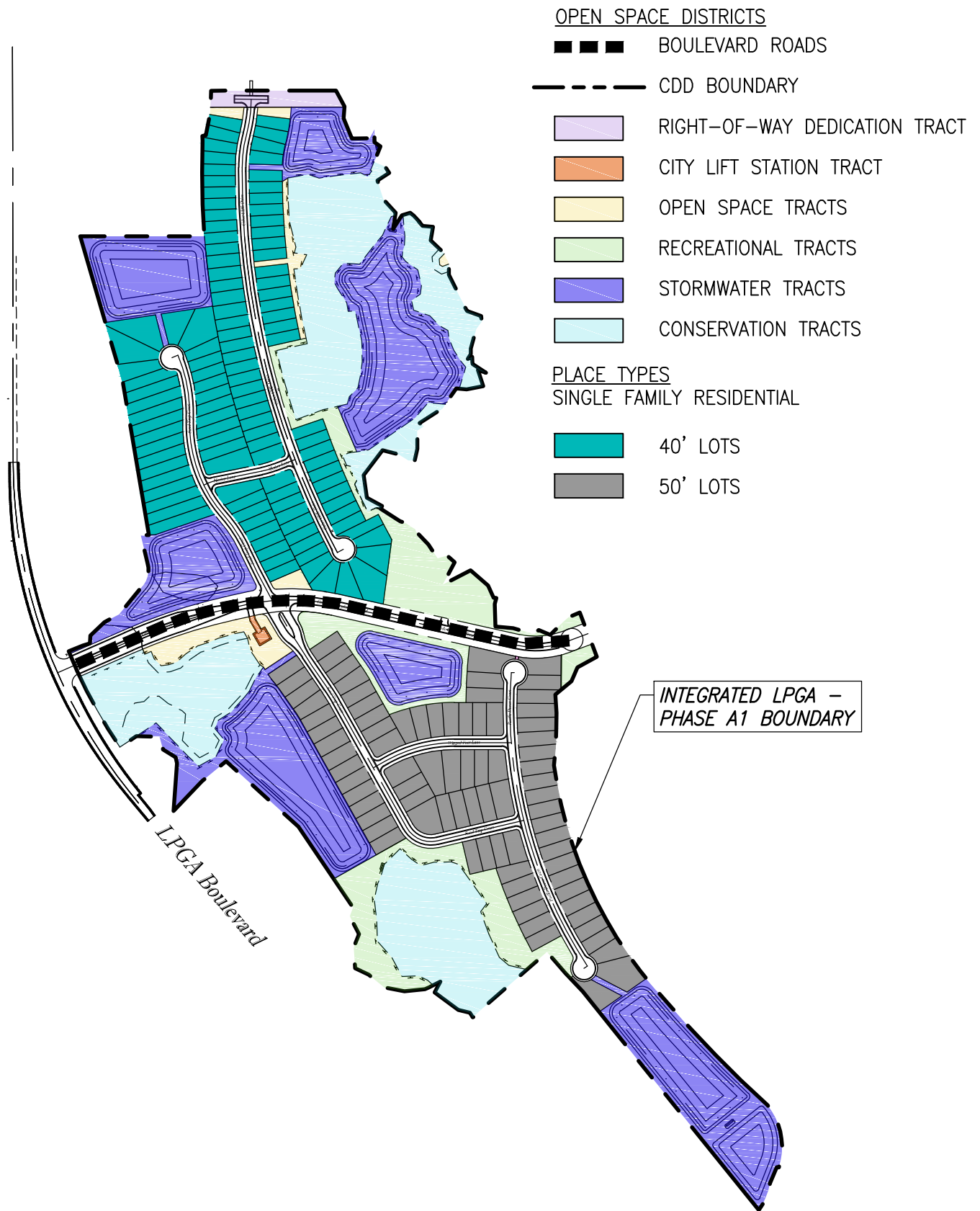
2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

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**Exhibit 5**



Site Plan

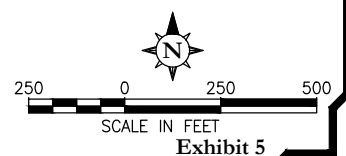
# Integrated LPGA Phase A1

February 6, 2020  
P & B Job No.: 18-015

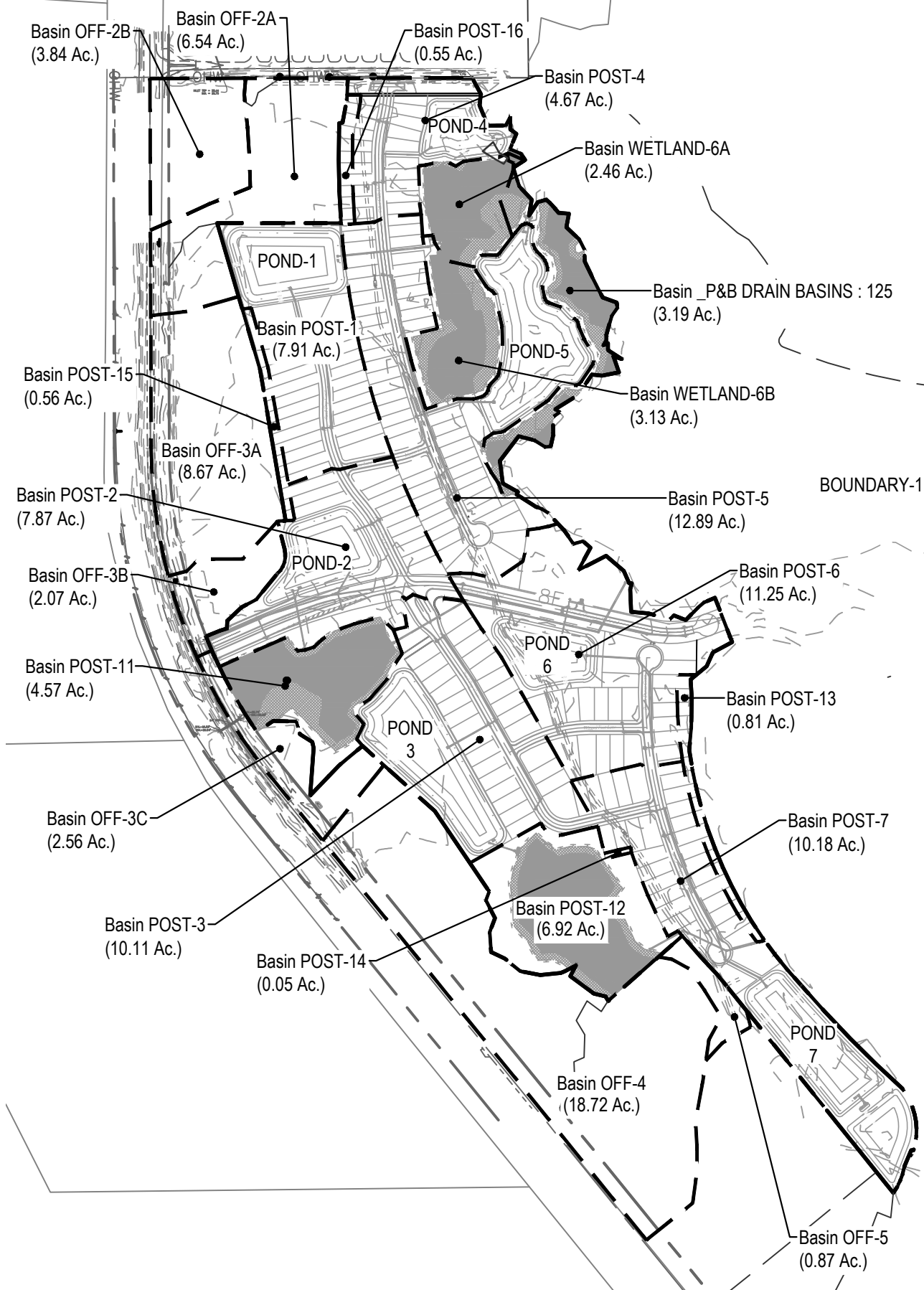
2602 E. Livingston St.  
Orlando, Florida 32803- 407.487.2594

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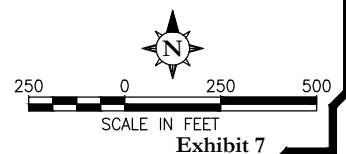
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Post-Development Basin Map  
**Integrated LPGA Phase A1**







- |  |   |
|--|---|
|  | EXISTING PAVEMENT<br>1.25" MILL &<br>1.25" FC-9.5 RESURFACING |
|  | PROPOSED PAVEMENT WIDENING<br>1" FC-9.5 OVER<br>2" FC-12.5    |
|  | PROPOSED 5' PAVED SHOULDER                                    |

Offsite LPGA Boulevard Improvements

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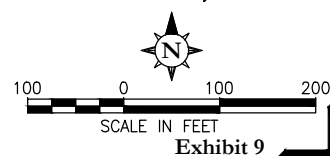
## Integrated LPGA Phase A1

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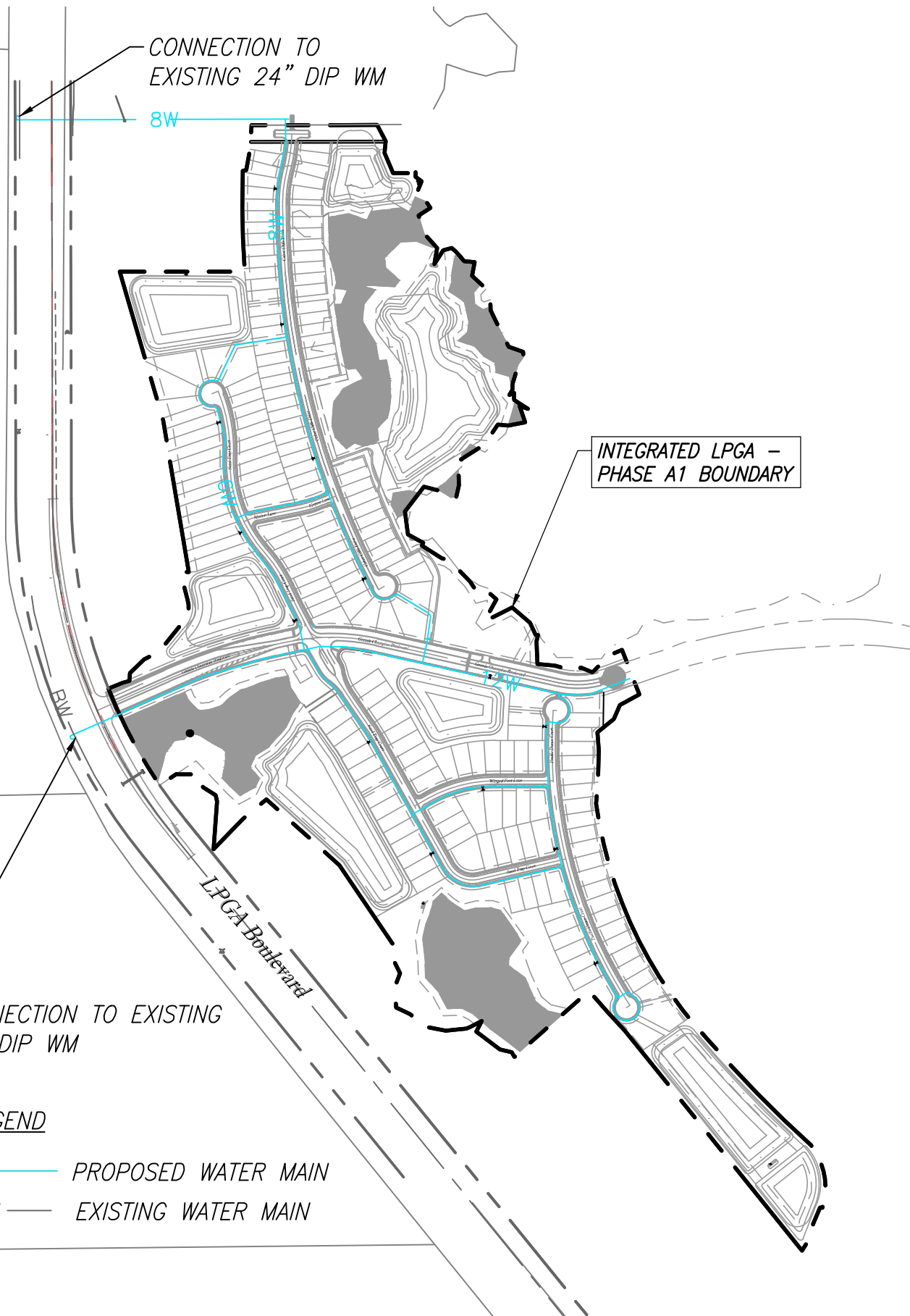
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**Exhibit 9**





LEGEND

- PROPOSED WATER MAIN
- BW — EXISTING WATER MAIN

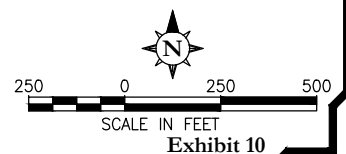
Potable Water Distribution System  
**Integrated LPGA Phase A1**

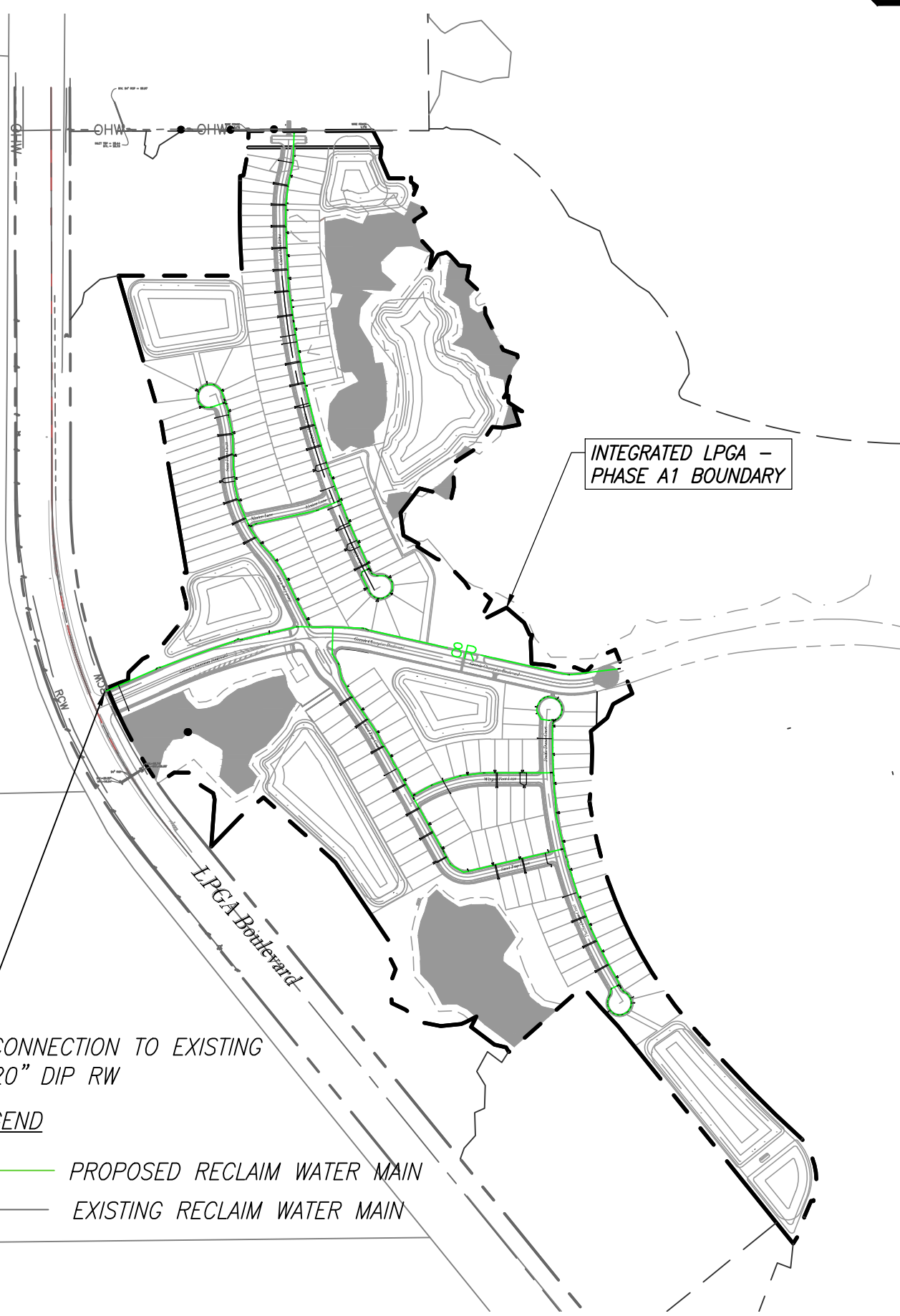
**POULOS & BENNETT**

February 14, 2020  
P & B Job No.: 18-015

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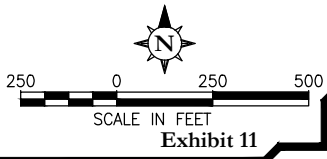
INTEGRATED LPGA -  
PHASE A1 BOUNDARY

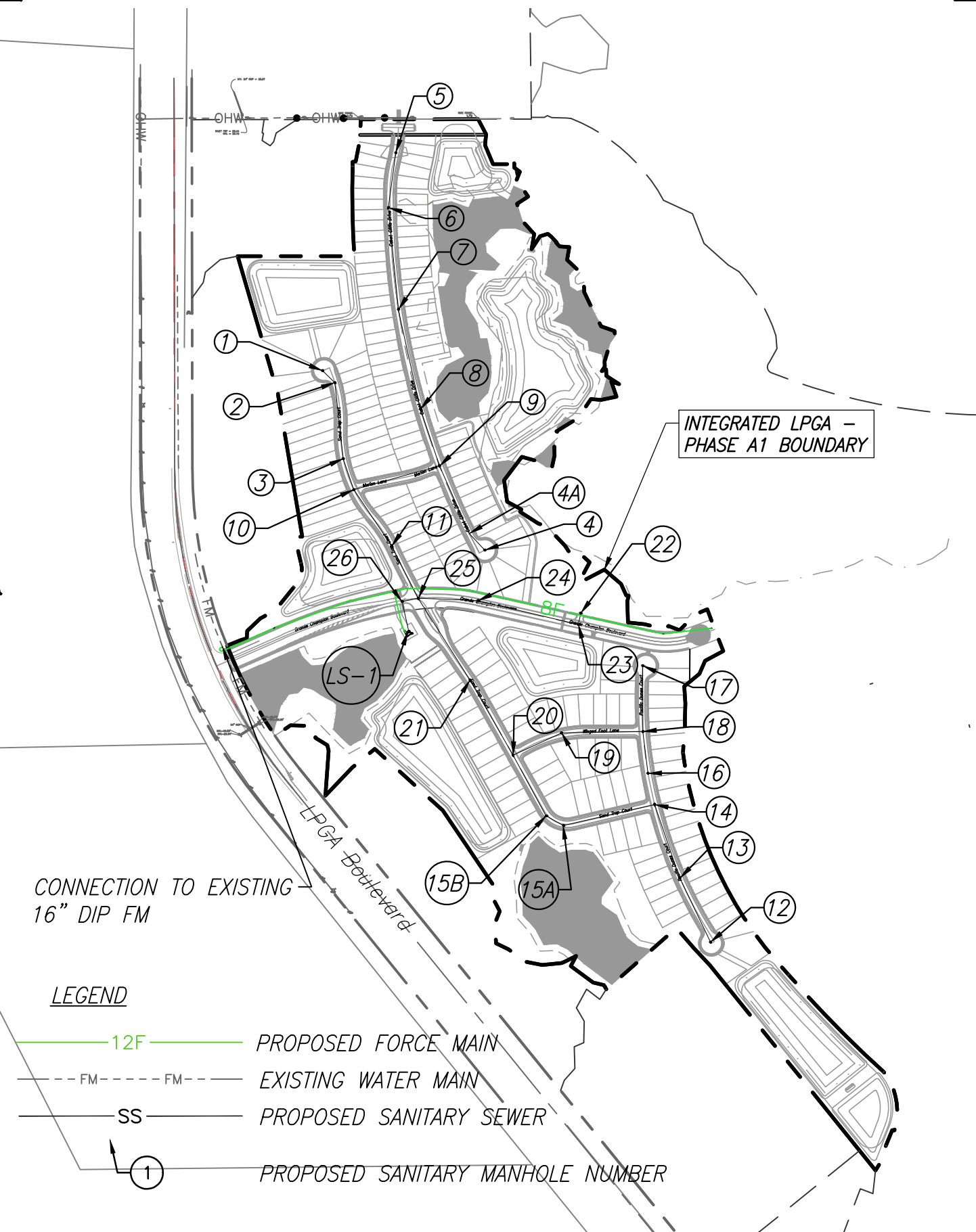
CONNECTION TO EXISTING  
20" DIP RW

LEGEND

- PROPOSED RECLAIM WATER MAIN
- RCW EXISTING RECLAIM WATER MAIN

Reclaim Water Distribution System  
**Integrated LPGA Phase A1**





CONNECTION TO EXISTING  
16" DIP FM

### LEGEND

- 12F —— PROPOSED FORCE MAIN
- - - FM - - - EXISTING WATER MAIN
- SS —— PROPOSED SANITARY SEWER
- 1 PROPOSED SANITARY MANHOLE NUMBER

Wastewater Collection System

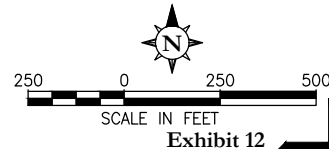
## Integrated LPGA Phase A1

**POULOS & BENNETT**

February 14, 2020  
P & B Job No.: 18-015

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**EXHIBIT 13**  
**Integrated LPGA - Phase A1**  
**Estimate of Probable Capital Improvement Costs**  
**September 2021**

<b>Facility</b>	<b>Estimated Cost</b>
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	\$1,477,570
Master Stormwater Management System (Drainage pipes, Ponds & Outfall Structures)	\$3,736,266
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$203,518
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$1,126,434
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$372,426
Grand Champion Blvd. Landscaping, Irrigation and Hardscape	\$593,786
LPGA Offsite Roadway Improvements	\$381,627
<b>Subtotal</b>	<b>\$7,891,627</b>
<b>Professional Fees (10%)</b>	<b>\$789,163</b>
<b>Subtotal</b>	<b>\$8,680,789</b>
<b>Contingency (10%)</b>	<b>\$868,079</b>
<b>Total</b>	<b>\$9,548,868</b>

**EXHIBIT B**  
**Supplemental Assessment Report**

# **Indigo Community Development District**

**Supplemental Special Assessment Methodology Report for  
the Series 2021 Capital Improvement Revenue Bonds Phase  
A1 Final Numbers**

**September 13, 2021**

**Prepared by**

**Governmental Management Services, LLC**

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Exhibit A Assessment Area - Legal description

## **1.0 Introduction**

### **1.1 Executive Summary**

#### **1.1.1 The District**

The Indigo Community Development District ("Indigo CDD" or "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes. The District resides within the city of Daytona Beach and covers approximately 2,513 acres. Phase A1 is comprised of 87.12 acres and is planned for 195 single family homes.

#### **1.1.2 Assessment Area**

Prior to platting, the Series 2021 Assessments (hereinafter defined) will initially be levied on an equal acreage basis over all 87.12 acres in Phase A1, which assessment area is identified in Exhibit A attached hereto. As lands are platted, the first platted lots will be assigned debt and related assessments based upon the front footage of each lot in accordance with **Table 1**. Based upon the anticipated order of development, lot sales/land sales and sizing of the Series 2021 Bonds, it is anticipated that the Series 2021 Bonds will ultimately be secured by Series 2021 Assessments levied against the planned 195 single-family units within Phase A1.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, based on each of the equivalent residential unit ("ERU") categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed improvement costs have been allocated based on each lot's ERU factor. This is consistent with the Master Assessment Methodology report dated July 15, 2020.



## **1.2 Special Benefits and General Benefits**

Improvements undertaken by the District as described in the Indigo Community Development District Integrated LPGA - Phase A1 Engineer's Report, dated July 14, 2020, as amended on September 1, 2021 ("Engineers Report" and the improvements described therein, the "Phase A1 Project") create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District's borders as well as general benefits to the public at large.

As described in the Engineer's Report the construction costs for the improvements comprising the Phase A1 Project are anticipated to total \$9,548,868.

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

Under Florida law, in order to be valid, special assessments must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

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

## **2.0 The Series 2021 Capital Improvement Revenue Bonds**

### **2.1 Development Plan - Overview**

The developer of the property within the District has defined the proposed lot sizes for the property. The land uses associated with the Series 2021 Bonds are described in **Table 1** (Appendix ("Development Plan")). The Development Plan may change dependent upon future market conditions. The assessments securing the Series 2021 Bonds are expected to ultimately be levied on the lands planned to be developed into 195 single-family units within Phase A1 within the District and are referred to herein as the "Series 2021 Assessments".

## **2.2 Bond Description**

The District is issuing its Capital Improvement Revenue Bonds, Series 2021 (as herein described, the "Series 2021 Bonds"). The Series 2021 Bonds will be issued with a thirty-year term. The Series 2021 Bonds have a par amount of \$2,815,000 with an average coupon interest rate of 3.69 %. See bond terms on **Table 2**.

## **3.0 Assessment Allocation**

### **3.1 Structure**

The debt required to finance the Phase A1 Project will initially be allocated to the 87.12 acres within Phase A1 land are ultimately expected to be allocated to the planned 195 single-family units. The total costs for the Phase A1 Project are estimated at \$9,548,868. Proceeds of the Series 2021 Bonds will be utilized to acquire and/or construct a portion of the Phase A1 Project in the amount of \$2,442,977 (the "Series 2021 Project").

### **3.2 Assessment Allocation**

Based upon the Engineers Report, the District's assessment consultant and underwriter determined the amount of bonds required to fund a portion of the infrastructure costs necessary for development within Phase A1 of the District. The Phase A1 Project consists of roadway improvements, stormwater management facilities, utility improvements, hardscape including entry features/signage, landscaping improvements and recreation improvements. Assessments securing the Series 2021 Bonds will initially be levied on 87.12 acres within Phase A1 of the District and will be allocated assessments based on their ERU factors as described herein. As land continues to be developed and platted, the Series 2021 Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number. The Series 2021 Bonds are expected to be allocated to, and fully absorbed by, 195 single family lots. See **Table 3** for the anticipated allocations.

## **4.0 True – Up Mechanism**

In order to ensure that the District's debt will not build up on undeveloped and unplatted acres, and to ensure that the requirements for the non-ad valorem assessments to be constitutionally lienable on the property will continue to be met, the

District shall implement the true-up mechanism set forth in this section.

To ensure that there will always be sufficient development potential in the undivided property to assure payment of debt service after plat approval, the par debt per acre remaining on the unplatted or unassigned land within Phase 1A of the District will never allowed to increase above its maximum per acre level identified herein.

The Series 2021 Bonds are issued at a par amount of \$2,815,000, which will be secured by the 2021 Assessments initially levied on all 87.12 acres in Phase A1 of the District, but which are expected to be ultimately allocated to the planned 195 single family lots as described in **Table 1**. If at the time of platting less than 195 lots are platted as planned on **Table 1** then a true-up may be due on the shortfall of lots not being platted for the unallocated debt. Such true-up maybe mitigated by the mix of the sized lots actually platted.

## **5.0 Assessment Roll**

An assessment roll on **Table 4** reflects the allocation of Series 2021 Assessments securing repayment of the Series 2021 Bonds is attached hereto showing all lands subject to the Series 2021 Assessments, including the lands to be developed into the anticipated 195 single-family lots.

## **6.0 Additional Stipulations**

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Bonds, please refer to the Master Trust Indenture and or the Second Supplemental Trust Indenture.

<p align="center"><b>Table 1</b>  <b>Indigo Community Development District</b>  <b>Development Program Series 2021 Bonds</b></p>
--

<u><b>Land Use</b></u>	<u><b>2021 Units</b></u>	<u><b>ERU / lot</b></u>	<u><b>TOTAL ERU's</b></u>
<b>Product Type</b>			
40 lot	113	1	113
50 lot	82	1.25	102.5
<b>Sub Total</b>	<u>195</u>		<u>215.5</u>

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 2</b></p> <p align="center"><b>Indigo Community Development District</b></p> <p align="center"><b>Series 2021 Bonds - Sources and Uses of Funds</b></p>
--

**Sources:**

**2021**

Bond Proceeds - Par Amount	\$2,815,000
Premium	\$71,995

**Total Sources of Funds**

**\$2,886,995**

**Uses:**

Construction Funds	\$2,442,978
Debt Service Reserve Fund - 1/2 MADS	\$78,307
Interest Reserve	\$106,185
Cost of Issuance	\$259,525

**Total Uses of Funds**

**\$2,886,995**

**Average Coupon Interest Rate**

3.69%

**Term**

30 years

**CAP period (thru 11/1/22)**

13 months

**Debt Service Reserve Fund**

1/2 MADS

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 3</b>  <b>Indigo Community Development District</b>  <b>Par Debt and Debt Service Allocations Series 2021</b>  <b>Capital Improvement Revenue Bonds</b></p>
--

Land Use		Par	Total	2021 Bond	2021 Bond	2021 Bond
		Debt per Unit	Par Debt	Net per Unit	Total	Gross per Unit
Residential:	No. of Units	<u>2021 Bond</u>	<u>2021 Bond</u>	<u>Debt Service</u>	<u>Annual Net</u>	<u>Annual Debt Service (1)</u>
40'-49' lot	113	\$13,063	\$1,476,079	\$727	\$82,122	\$773
50'-59' lot	82	\$16,328	\$1,338,921	\$908	\$74,492	\$966
Total	<u>195</u>		<u>\$2,815,000</u>		<u>\$156,614</u>	

(1) Include 4% provision for early payment discount and 2% collection costs for Volusia County.

(2) Par debt and assessments for possible changes in developmentb plan units.

**Prepared By: Governmental Management Services, LLC**

**Table 4**  
**Indigo Community Development District**  
**Assessment Roll Series 2021 Capital Improvement Revenue Bonds**

			Annual Assessments				
<b>Account #</b>	<b>Product Type</b>	<b>Asmnt Units</b>	<b>2021 Gross Asmnt Per Unit (1)</b>	<b>2021 Net Asmnt Per Unit</b>	<b>2021 Total Net Assessments</b>	<b>2021 Bond Debt Per Unit</b>	<b>Total 2021 Bond Debt</b>
	40'-49' lot	113	\$773	\$727	\$82,122	\$13,063	\$1,476,079
	50'-59' lot	82	\$966	\$908	\$74,492	\$16,328	\$1,338,921
Total		<u>195</u>			<u>\$156,614</u>		<u>\$2,815,000</u>

(1) Gross assessment per unit includes 4% for early payment discount and 2% for Volusia County collection costs.

(2) See Exhibit a for legal description of lands securing the 2021 Bonds.

(3) Par debt and assessments for possible changes in development plan.

**Prepared By: Governmental Management Services, LLC**

LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
L1	48.83'	S01°14'39"W	L3	8.01'	N86°59'45"W	L38	16.64'	N01°44'48"W	C1	89.91'	100.74'	95.55'	N15°59'35"E	6411°48'
L2	84.82'	S04°43'50"W	L4	64.03'	S22°33'37"W	L39	12.85'	N77°38'06"E	C200	50.00'	20.17'	20.04'	N36°03'02"E	2306°58'
L21	112.14'	S50°20'28"W	L5	90.60'	N42°57'21"W	L40	85.00'	N10°43'12"E	C201	50.00'	81.89'	72.90'	S07°55'09"W	93°36'37"
L22	149.77'	S43°49'16"W	L6	102.20'	N41°21'01"W	L41	77.76'	N02°24'26"E	C202	50.00'	72.68'	66.45'	N83°37'54"W	83°17'18"
L23	172.50'	N04°04'19"E	L7	18.65'	N31°04'30"W	L42	65.52'	S28°04'51"E	C203	1575.70'	31.43'	31.43'	S42°33'32"E	108°35'
L24	22.63'	N12°44'15"W	L8	42.96'	N76°35'45"W	L43	42.58'	S05°24'44"W	C204	4347.35'	495.62'	495.35'	S44°10'26"E	6°31'55"
L25	53.30'	N57°57'39"W	L9	106.76'	N53°22'25"W	L44	79.22'	S22°40'41"E	C205	200.00'	244.35'	229.43'	N12°26'23"W	70°00'00"
L26	47.89'	N15°09'32"W	L10	43.76'	N28°01'29"E	L45	64.17'	N89°38'47"E	C207	50.00'	103.46'	85.96'	N81°50'13"E	118°33'13"
L27	63.22'	N89°19'51"W	L11	45.52'	S62°37'59"W	L46	37.07'	N27°40'26"E						
L28	20.34'	N87°11'58"W	L12	16.58'	S66°55'33"W	L47	46.64'	S00°08'06"W						
L29	72.13'	S56°22'10"W	L13	74.90'	S84°09'34"W	L48	26.94'	S54°24'05"E						
L30	55.83'	N68°00'46"E	L14	74.30'	N78°42'28"W	L49	60.33'	S22°27'34"W						
L31	25.28'	N73°35'04"E	L15	72.60'	N50°54'08"W	L50	42.55'	S67°01'54"E						
L32	28.58'	N03°58'30"E	L16	54.12'	N64°45'45"W	L51	27.88'	S33°08'10"E						
L33	70.07'	N46°11'04"E	L17	74.28'	N03°49'16"W	L52	50.41'	S57°09'30"W						
L34	60.77'	N62°22'48"E	L18	52.81'	N21°23'55"E	L53	69.80'	S17°11'44"E						
L35	120.48'	N39°16'24"E	L19	72.68'	N27°01'45"W	L54	67.84'	S42°21'33"E						
L36	102.96'	N13°40'42"W	L20	33.71'	N20°37'02"E	L55	59.15'	S09°30'58"W						
L37	28.74'	N87°16'40"E	L200	83.77'	N54°43'27"E	L56	58.92'	N32°43'41"E						
LINE TABLE			L201	124.78'	S50°30'40"E	L57	31.77'	N73°43'44"E						
LINE	LENGTH	BEARING	L202	131.43'	S50°30'40"E	L58	16.86'	S50°17'07"E						
L93	82.98'	S07°45'08"E	L203	104.49'	N54°43'27"E	L59	30.67'	S42°54'01"E						
L94	62.58'	S61°10'52"E	L204	77.19'	N53°54'09"W	L60	1.43'	S84°26'17"W						
L95	10.76'	S27°34'32"W	L205	70.94'	S54°43'27"W	L61	18.98'	S40°42'29"E						
L96	83.58'	S57°26'48"E	L206	48.17'	N22°33'37"E	L62	37.79'	S85°21'28"E						
L97	22.44'	S71°21'56"E				L63	49.90'	S10°06'17"W						
L98	38.91'	S56°19'06"E				L64	64.61'	S46°27'02"E						
L99	10.54'	S24°22'16"E				L65	40.80'	S26°27'46"E						
L100	64.12'	S43°50'28"E				L66	43.16'	S01°35'17"E						
L101	59.46'	S33°37'04"E				L67	60.12'	S25°45'57"E						
L102	36.50'	N74°53'15"E				L68	86.37'	S26°52'05"E						
L103	36.12'	S48°18'51"E				L69	54.36'	S70°32'01"E						
L104	91.54'	S28°26'08"W				L70	19.76'	S05°51'22"E						
L105	112.86'	N6°25'40"E				L71	33.43'	S35°29'11"W						
L106	84.31'	S49°28'25"E				L72	73.20'	S16°16'43"W						
L107	48.15'	S24°13'14"E				L73	19.91'	S00°28'28"E						
L108	9.58'	S84°16'33"E				L74	20.94'	S31°52'15"W						
L109	22.30'	S14°52'44"W				L75	18.17'	N66°06'56"E						
L110	82.21'	S02°01'38"E				L76	20.28'	S00°55'40"E						
L111	63.92'	S84°36'24"E				L77	5.41'	S06°49'11"E						
L112	79.19'	S74°56'41"E				L78	58.40'	S56°57'08"E						
L113	21.08'	N49°11'16"E				L79	31.55'	N70°57'06"W						
L114	45.66'	S68°10'58"E				L80	61.76'	S18°47'40"E						
L115	62.33'	N44°44'52"E				L81	61.33'	S78°49'51"W						
L116	29.19'	N48°36'02"E				L82	38.16'	N84°58'33"W						
L117	43.90'	N66°57'53"E				L83	88.40'	S34°17'37"W						
L118	79.62'	S61°30'02"W				L84	97.71'	S57°55'32"W						
L119	54.47'	S23°38'56"W				L85	19.80'	S53°20'19"E						
L120	75.97'	S50°27'33"W				L86	29.86'	S55°57'06"W						
L121	66.00'	S03°49'44"E				L87	64.88'	S01°03'19"E						
L122	56.54'	S01°14'39"W				L88	43.69'	S12°38'00"W						
						L89	20.08'	S86°12'37"W						
						L90	44.04'	N57°45'21"W						
						L91	61.03'	N75°06'20"W						
						L92	112.75'	S37°13'04"W						

#### LEGAL DESCRIPTION

A parcel of land comprising a portion of Sections 29, 32 and 33. Township 15 South, Range 32 East, Volusia County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of aforesaid Section 29; thence run South 89°23'48" West along the South line of said Southeast 1/4 of Section 29 for a distance of 765.29 feet to a point on the Westerly line of land described in Official Records Book 6799, Page 2835 of said Public Records of Volusia County, Florida and the POINT OF BEGINNING; thence run along said Westerly line South 01°14'39" West for a distance of 48.83 feet; thence run South 04°43'50" West for a distance of 84.82 feet to a point on a non tangent curve concave Northeastly and having a radius of 1555.70 feet a chord bearing of South 25°26'42" East and a chord length of 945.95 feet; thence run Southeastly along the arc of said curve through a central angle of 35°23'57" for an arc distance of 981.16 feet to a point on a non tangent curve concave Northeastly and having a radius of 4327.35 feet a chord bearing of South 44°22'18" East and a chord length of 523.69 feet; thence run Southeastly along the arc of said curve through a central angle of 06°56'17" for an arc distance of 524.01 feet to a point on a non tangent curve concave Westerly and having a radius of 245.58 feet a chord bearing of South 10°16'04" East and a chord length of 228.38 feet; thence run Southerly along the arc of said curve through a central angle of 55°25'05" for an arc distance of 237.53 feet to a point on a non tangent line; thence run North 86°59'45" West for a distance of 8.01 feet; thence run South 22°33'37" West for a distance of 64.03 feet to a point + on a non tangent curve concave Westerly and having a radius of 241.56 feet a chord bearing of South 22°42'00" West and a chord length of 103.67 feet; thence run Southwestly along the arc of said curve through a central angle of 24°46'56" for an arc distance of 104.48 feet to a point on a non tangent line; thence run along the Easterly lines of parcels of land described in Official Records Book 6488, Page 2923 and Official Records Book 6799, Page 2835 of aforesaid Public Records: North 38°53'10" West for a distance of 1014.72 feet; thence run North 42°57'21" West for a distance of 90.60 feet; thence run North 41°12'10" West for a distance of 102.20 feet; thence run South 48°47'50" West for a distance of 135.67 feet; thence run North 31°04'30" West for a distance of 18.65 feet; thence run North 76°35'45" West for a distance of 42.96 feet; thence run North 53°22'25" West for a distance of 106.76 feet; thence run North 28°01'29" East for a distance of 43.76 feet; thence run South 62°37'59" West for a distance of 45.52 feet; thence run South 66°55'33" West for a distance of 16.58 feet; thence run South 84°09'34" West for a distance of 74.90 feet; thence run North 78°42'28" West for a distance of 74.30 feet; thence run North 50°54'08" West for a distance of 72.60 feet; thence run North 64°45'45" West for a distance of 54.12 feet; thence run North 03°49'16" West for a distance of 74.28 feet; thence run North 21°12'35" East for a distance of 52.81 feet; thence run North 27°01'45" West for a distance of 72.68 feet; thence run North 20°37'02" East for a distance of 33.71 feet; thence run North 34°05'02" West for a distance of 352.58 feet; thence run North 47°53'07" West for a distance of 353.14 feet; thence run South 50°20'28" West for a distance of 112.14 feet; thence run South 43°49'16" West for a distance of 149.77 feet; thence run North 04°04'19" East for a distance of 172.50 feet; thence run North 12°41'15" West for a distance of 22.63 feet; thence run North 15°09'32" West for a distance of 53.30 feet; thence run North 15°09'32" West for a distance of 47.89 feet; thence run North 89°19'51" West for a distance of 63.22 feet; thence run North 87°11'58" West for a distance of 20.34 feet; thence run South 56°22'10" West for a distance of 72.13 feet to a point on the Easterly right-of-way line of LPGA Boulevard, being a point on a non tangent curve concave Easterly and having a radius of 1841.65 feet a chord bearing of North 28°01'40" West and a chord length of 392.91 feet; thence run Northerly along said Easterly right-of-way line and the arc of said curve through a central angle of 12°14'45" for an arc distance of 393.66 feet to a point on the non tangent Southerly line of a parcel of land described in aforesaid Official Records Book 6460, Page 721 of aforesaid Public Records; thence run the following courses along said Southerly and the Easterly line of said Parcel described in said Official Records Book 6460, Page 721: North 68°00'46" East for a distance of 55.83 feet; thence run North 73°35'04" East for a distance of 25.28 feet; thence run North 03°58'30" East for a distance of 28.58 feet; thence run North 46°11'04" East for a distance of 70.07 feet; thence run North 62°22'48" East for a distance of 60.77 feet; thence run North 39°16'24" East for a distance of 120.48 feet; a point on a non tangent curve concave Westerly and having a radius of 89.91 feet a chord bearing of North 15°59'35" East and a chord length of 95.55 feet; thence run Northerly along the arc of said curve through a central angle of 64°11'48" for an arc distance of 100.74 feet to a point on a non tangent line; thence run North 13°40'42" West for a distance of 102.96 feet; thence run North 87°16'40" East for a distance of 28.74 feet; thence run North 09°37'33" West for a distance of 554.84 feet; thence run North 16°16'15" West for a distance of 554.84 feet to a point on the Southerly line of a parcel of land described in Official Records Book 7352, Page 4061 of aforesaid Public Record; thence run North 90°00'00" East along said Southerly line for a distance of 48.23 feet to a point on a non tangent curve concave Easterly and having a radius of 3319.74 feet a chord bearing of North 01°05'32" West and a chord length of 345.92 feet; thence run Northerly along the arc of said curve through a central angle of 06°58'23" for an arc distance of 346.08 feet to a point on the non tangent Easterly line of said parcel of land described in Official Records Book 7352, Page 4061; thence run the following courses along said Easterly line: North 01°44'48" West for a distance of 16.64 feet; thence run North 77°38'06" East for a distance of 12.85 feet; thence run North 10°43'12" East for a distance of 85.00 feet; thence run North 02°24'26" East for a distance of 77.76 feet to a point on the Southerly line of a parcel of land described in Official Records Book 2918, Page 767 of aforesaid Public Records; thence run North 89°53'48" East along said Southerly line for a distance of 451.66 feet to the Northwest corner of a parcel of land described in Official Records Book 6799, Page 2846 of aforesaid Public Records; thence run the following courses along the Westerly line of said parcel of land described in Official Records Book 6799, Page 2846 of aforesaid Public Records: South 28°04'51" East for a distance of 65.52 feet; thence run South 05°24'44" West for a distance of 42.58 feet; thence run South 22°40'41" East for a distance of 79.22 feet; thence run North 89°38'47" East for a distance of 64.17 feet; thence run North 27°40'26" East for a distance of 37.07 feet; thence run South 00°08'06" West for a distance of 46.64 feet; thence run South 54°24'05" East for a distance of 26.94 feet; thence run South 22°27'34" West for a distance of 60.33 feet; thence run South 67°01'54" East for a distance of 42.55 feet; thence run South 33°08'10" East for a distance of 27.88 feet; thence run South 57°09'30" West for a distance of 50.41 feet; thence run South 17°11'44" East for a distance of 69.80 feet; thence run South 42°13'33" East for a distance of 67.84 feet; thence run South 09°30'58" West for a distance of 59.15 feet; thence run North 32°43'41" East for a distance of 58.92 feet; thence run North 73°43'44" East for a distance of 31.77 feet; thence run South 50°17'07" East for a distance of 16.86 feet; thence run South 42°54'01" East for a distance of 30.67 feet; thence run South 84°26'17" West for a distance of 1.43 feet; thence run South 40°42'29" East for a distance of 18.98 feet; thence run South 85°21'28" East for a distance of 37.79 feet; thence run South 10°06'17" West for a distance of 49.90 feet; thence run South 46°27'02" West for a distance of 64.61 feet; thence run South 26°27'46" East for a distance of 40.80 feet; thence run South 01°35'17" East for a distance of 43.16 feet; thence run South 25°45'57" East for a distance of 60.12 feet; thence run South 26°52'05" East for a distance of 86.37 feet; thence run South 70°32'01" East for a distance of 54.36 feet; thence run South 05°51'22" East for a distance of 19.76 feet; thence run South 35°29'11" West for a distance of 33.43 feet; thence run South 16°16'43" West for a distance of 73.20 feet; thence run South 00°28'28" East for a distance of 19.91 feet; thence run South 31°52'15" West for a distance of 20.94 feet; thence run North 68°06'56" East for a distance of 18.17 feet; thence run North 00°55'40" East for a distance of 20.28 feet; thence run South 06°49'11" East for a distance of 5.41 feet; thence run North 58°57'08" East for a distance of 58.40 feet; thence run North 70°57'06" West for a distance of 31.55 feet; thence run South 18°47'40" East for a distance of 61.76 feet; thence run South 78°49'51" West for a distance of 81.33 feet; thence run North 84°58'33" West for a distance of 38.16 feet; thence run South 34°17'37" West for a distance of 88.40 feet; thence run South 57°55'32" West for a distance of 97.71 feet; thence run South 53°20'18" East for a distance of 19.80 feet; thence run South 55°57'08" West for a distance of 29.86 feet; thence run South 01°03'19" East for a distance of 44.88 feet; thence run South 12°38'00" West for a distance of 43.69 feet; thence run South 86°12'37" West for a distance of 20.08 feet; thence run North 57°45'21" West for a distance of 44.04 feet; thence run North 75°06'20" West for a distance of 61.03 feet; thence run South 37°13'04" West for a distance of 112.75 feet; thence run South 07°45'08" East for a distance of 82.98 feet; thence run South 61°10'52" East for a distance of 62.58 feet; thence run South 27°34'32" West for a distance of 10.76 feet; thence run South 57°26'48" East for a distance of 83.58 feet; thence run South 71°21'56" East for a distance of 22.44 feet; thence run South 56°19'06" East for a distance of 38.91 feet; thence run South 24°22'16" East for a distance of 10.54 feet; thence run South 43°50'28" East for a distance of 64.12 feet; thence run South 33°37'04" East for a distance of 59.46 feet; thence run North 74°55'15" East for a distance of 36.25 feet; thence run South 48°18'51" East for a distance of 36.12 feet; thence run South 28°26'08" West for a distance of 91.54 feet; thence run North 62°50'42" East for a distance of 112.86 feet; thence run South 49°28'25" East for a distance of 84.31 feet; thence run South 24°13'14" East for a distance of 48.15 feet; thence run South 84°16'33" East for a distance of 9.58 feet; thence run South 14°52'44" West for a distance of 22.30 feet; thence run South 02°01'38" East for a distance of 82.21 feet; thence run South 84°36'24" East for a distance of 63.92 feet; thence run South 74°56'41" East for a distance of 79.19 feet; thence run North 46°11'04" East for a distance of 21.08 feet; thence run South 68°10'58" East for a distance of 45.66 feet; thence run North 44°44'52" East for a distance of 62.33 feet; thence run North 48°36'02" East for a distance of 29.19 feet; thence run North 66°57'53" East for a distance of 43.90 feet; thence run South 21°01'19" East for a distance of 172.03 feet; thence run South 61°30'02" West for a distance of 79.62 feet; thence run South 23°38'56" West for a distance of 54.47 feet; thence run South 50°27'33" West for a distance of 75.97 feet; thence run South 03°49'44" East for a distance of 66.00 feet; thence run South 01°14'39" West for a distance of 56.54 feet to the POINT OF BEGINNING.

Contains 87.12 acres more or less.

## District Boundary Map and Legal Description Integrated LPGA Phase A1

February 6, 2020

P & B Job No.: 18-015

2602 E. Livingston St.

Orlando, Florida 32803-407, 487, 2594

POULOS & BENNETT

www.poulosandbennett.com

Certificate of Authorization No. 28567

Exhibit 4



2.

## ACQUISITION AGREEMENT

**THIS ACQUISITION AGREEMENT (“Agreement”)** is made and entered into, by and between:

**INDIGO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Volusia County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (**“District”**); and

**LENNAR HOMES, LLC**, a Florida limited liability company and a landowner in the District, with a mailing address of 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172 (together with its permitted successors and assigns, **“Developer”**).

### RECITALS

**WHEREAS**, the District was established by rule of the Florida Land and Water Adjudicatory Commission, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“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, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping and hardscaping, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary owner of certain lands in Volusia County, Florida (**“County”**), located within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the **“Project”** and as detailed in the *Integrated LPGA – Phase A1 Engineer’s Report dated July 14, 2020, as amended September 1, 2021* (**“Engineer’s Report”**), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from capital improvement revenue bonds (**“Bonds”**); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (**“Work Product”**); or (ii) construction and/or installation of the improvements comprising the Project (**“Improvements”**); and

**WHEREAS**, the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

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

**2. OMITTED.**

**3. WORK PRODUCT AND IMPROVEMENTS.** 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 or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of

costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. 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 District's Trustee for the Bonds ("**Trustee**").

- c. ***Conveyances on "As Is" Basis.*** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. ***Right to Rely on Work Product and Releases*** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and 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. To the extent determined necessary by the District, the Developer shall reasonably 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. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. ***Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the District and the Developer agree that it can be difficult to timely effect the turnover of infrastructure from the Developer to the District and then to a third-party governmental entity, and, accordingly, the District and the Developer recognize and agree that the parties shall make reasonable efforts to transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement. Regardless, and subject to the terms of this Agreement, the District has the obligation to acquire all such Work Product and/or Improvements described in the Engineer's Report that is intended to be turned over to a third party

governmental entity, and, in the event that the Developer transfers any such Work Product and/or Improvements to a third party governmental entity prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the District's Bonds.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the 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.

**4. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer. 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.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property 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 acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. 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. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

## **5. TAXES, ASSESSMENTS, AND COSTS.**

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) 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.

- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - ii. 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 thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**6. ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such 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 acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of

this Agreement to pay for all acquisitions hereunder and, thus does not make payment to the Developer for any unfunded acquisitions then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**7. CONTRIBUTIONS.** In connection with the issuance of the Bonds, the District may levy debt service special assessments to secure the repayment of Bonds. As will be described in more detail in the District's assessment methodology report(s), the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of infrastructure, work product and/or land based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment hereunder.

**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. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

**9. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**10. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

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

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

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

**14. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

**15. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**16. 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 venue for any litigation arising out of or related to this Agreement shall be in Volusia County, Florida.

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

**18. 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.

**19. 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 law, 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 by sovereign immunity or by other operation of law.

**20. 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.

**21. 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties below execute the *Acquisition Agreement* to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

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

**LENNAR HOMES, LLC**

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

**Exhibit A:**     *Engineer's Report (dated July 14, 2020, as amended September 1, 2021)*

## **EXHIBIT A**

3.

## COMPLETION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between:

**Indigo Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within Volusia County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

**Lennar Homes, LLC**, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose mailing address is 700 N.W. 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172 (the “**Landowner**,” together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District was established by rule of the Florida Land and Water Adjudicatory Commission 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, and/or acquiring certain infrastructure, including roadways, sidewalks, stormwater management systems, potable and reclaimed water and sewer systems, landscape, and entry signage improvements, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Landowner is the owner of certain lands in Volusia County, Florida, located within the boundaries of the District (the “**Development**”); 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 for certain public improvements in the Development (the “**Phase A1 CIP**”) as detailed in the *Integrated LPGA – Phase A1 Engineer’s Report* dated July 14, 2020, as amended September 1, 2021 (the “**Engineer’s Report**”) attached hereto as **Exhibit A**; and

**WHEREAS**, the District has imposed special assessments on the property within the District to secure financing for a portion of the Phase A1 CIP, and has validated \$75,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of improvements constituting a portion of the Phase A1 CIP; and

**WHEREAS**, the District intends to finance a portion of the Phase A1 CIP through the use of proceeds from its proposed issuance of capital improvement revenue bonds, which may be issued in one or more series (the “**Bonds**”); and

**WHEREAS**, the District presently intends to issue \$2,815,000 Capital Improvement Revenue Bonds, Series 2021 (Integrated LPGA – Phase A1) (the “**Series 2021 Bonds**”) to fund a portion of the Phase A1 CIP (“**2021 Project**”); and

**WHEREAS**, in order to ensure that the Phase A1 CIP is completed and funding is available in a timely manner to provide for its completion, the Landowner and the District hereby agree that the District will be obligated to issue no more than \$2,815,000 in Series 2021 Bonds to fund, in part with available proceeds therefrom, the 2021 Project and the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Phase A1 CIP over and above that amount including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs; and

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

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

**2. COMPLETION OF IMPROVEMENTS.** The Landowner and District agree and acknowledge that the District intends to issue the Series 2021 Bonds that will provide only a portion of the funds necessary to complete the Phase A1 CIP. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Phase A1 CIP which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or incur any indebtedness to provide funds for any portion of the Remaining Improvements. The District and Landowner hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by District Bonds or other indebtedness.

**(a)** When all or any portion of the Remaining Improvements are the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto, upon written notice from the District.

**(b)** When any portion of the Remaining Improvements is not the subject of a District contract, the Landowner may choose to: (a) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements; or (b) have the District enter into a contract and proceed under Section 2(a) above, subject, in

each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

**3. OTHER CONDITIONS AND ACKNOWLEDGMENTS RELATING TO THE COMPLETION OF IMPROVEMENTS**

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Phase A1 CIP 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 A1 CIP shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes and shall be subject to Landowner's review and consent, which shall not be unreasonably withheld.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of the Series 2021 Bonds and use of the available proceeds thereof to fund a portion of the Phase A1 CIP, and (b) the scope, configuration, size and/or composition of the Phase A1 CIP not materially changing without the consent of the Landowner. In the event of a material change to the scope, configuration, size and/or composition of the Phase A1 CIP in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to same without prior written consent of the District.

(d) The Parties hereby acknowledge and agree that the District shall have no obligation to issue additional bonds and that Landowner's performance under this Agreement is not contingent upon the issuance of additional bonds.

**4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages injunctive relief, and/or, if applicable, specific performance, but excluding punitive and consequential damages and subject to the recourse limitations in the documents applicable to the District and the Series 2021 Bonds. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.



**5. ENFORCEMENT OF AGREEMENT.** In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other 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 both the District and the Landowner.

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

**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:  | Indigo Community<br>Development District<br>475 West Town Place, Suite 114<br>St. Augustine, Florida 32092<br>Attn: District Manager |
|    | With a copy to:      | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Tallahassee, Florida 32301<br>Attn: Katie Buchanan               |
| B. | If to the Landowner: | Lennar Homes, LLC<br>700 N.W. 107 <sup>th</sup> Avenue<br>Suite 400<br>Miami, Florida 33172  |
|    | With a copy to:      | Lennar Corporation<br>700 N. 107 <sup>th</sup> Avenue<br>Miami, Florida 33172<br>Attn: Mark Sustana, General Counsel                 |

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 Landowner may deliver Notice on behalf of the District and the 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 herein.

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the 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, 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 Landowner.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the 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 corporation other than the District and the 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the trustee for the Series 2021 Bonds ("**Trustee**"), on behalf of the Series 2021 Bond holders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the then bondholders owning a majority of the aggregate principal amount of Series 2021 Bonds then outstanding, shall be entitled to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**11. ASSIGNMENT.** Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**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 venue for any litigation arising out of or related to this Agreement shall be in Volusia County, Florida.

**13. EFFECTIVE DATE.** This Agreement shall be effective upon the later of the execution by the District and the Landowner.

**14. PUBLIC RECORDS.** The 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. FORCE MAJEURE.** If any Party hereto shall be delayed in, hindered in or prevented from performing any of its obligations under this Agreement by reason of labor disputes, inability to obtain any necessary materials or services, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, war, terrorist acts, insurrection, delays caused by governmental permitting or regulations, the time for performance of such obligation shall be automatically extended (on a day for day basis) for a period equal to the period of such delay.

**18. 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.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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

Attest:

**INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Zenzi Rogers, Chairperson

**LENNAR HOMES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

**Exhibit A:** Engineer's Report (dated July 14, 2020, as amended September 1, 2021)

4.

Prepared by and return to:  
Katie Buchanan, Esq.  
**Hopping Green & Sams, P.A.**  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (herein, the “**Assignment**”) is made this \_\_\_\_ day of \_\_\_\_, 2021, by and between:

**Indigo Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within Volusia County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**” or “**Assignee**”); and

**Lennar Homes, LLC**, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose mailing address is 700 N.W. 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172 (the “**Landowner**” or “**Assignor**,” together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District proposes to issue its \$2,8115,000 Capital Improvement Revenue Bonds, Series 2021 (Integrated LPGA – Phase A1) (the “**Series 2021 Bonds**”) to finance certain public infrastructure (the “**Phase A1 CIP**”) which will provide special benefit to certain developable lands in the development, which is located within the geographical boundaries of the District (the “**Lands**” or “**Phase A1**”), as described in **Exhibit A** attached hereto; and

**WHEREAS**, the security for the repayment of the Series 2021 Bonds are the special assessments levied against the Lands within the District (the “**2021 Special Assessments**”); and

**WHEREAS**, the purchasers of the Series 2021 Bonds anticipate that the Lands will be developed in accordance with the *Integrated LPGA – Phase A1 Engineer’s Report* dated July 14, 2020, as amended September 1, 2021 (the “**Engineer’s Report**”) and the *Master Special Assessment Methodology Report for the Integrated LPGA – Phase A1 Development*, dated July 15, 2020 (the “**Master Assessment Report**”), as supplemented by the *Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds Phase A1*, dated \_\_\_\_\_ (together, the “**2021 Assessment Report**”), which Lands are intended to ultimately be sold to third-party end-users within the District (the “**Development Completion**”); and

**WHEREAS**, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Series 2021 Bonds will not receive the full benefit of their investment in the Series 2021 Bonds; and

**WHEREAS**, during the period in which the Lands are being developed and have yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2021 Special Assessments securing the Series 2021 Bonds; and

**WHEREAS**, in the event of default in the payment of the 2021 Special Assessments securing the Series 2021 Bonds, the District has certain remedies with respect to the lien of the 2021 Special Assessments as more particularly set forth herein; and

**WHEREAS**, if the 2021 Special Assessments are directly billed, the sole remedy available to the District would be an action in foreclosure; if the 2021 Special Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy for non-payment of the 2021 Special Assessments is the sale of tax certificates (collectively, the "**Remedial Rights**"); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below), to complete development of the Lands to the extent that such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to a homebuilder resulting from the sale of certain Lands in the ordinary course of business, Volusia County, the District, any applicable homeowner's association or other governing entity or association for the benefit of the Phase A1 (a "**Prior Transfer**"); and

**WHEREAS**, this Assignment is not intended to impair or interfere with the development of Phase A1 and shall only be inchoate until becoming absolute assignment and assumption of the Development & Contract Rights, as defined below, upon failure of the Landowner to pay the 2021 Special Assessments levied against the Lands owned by the Landowner; provided, however, that such assignment shall only be absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding the conveyance of any portion of the Lands to a homebuilder or end-user, including any homebuyer, or any Prior Transfer), any and all affiliated entities or successors-in-interest to the Landowner's Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Volusia County, Florida; and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Phase A1; and

**WHEREAS**, absent this Assignment becoming absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2021 Bonds in full; (ii) Development Completion; or (ii) upon occurrence of a Prior Transfer, but only to the extent that such Development and Contract Rights are subject to the Prior Transfer (herein, the "**Term**").

**NOW, THEREFORE**, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment.** Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor at execution of this Agreement or acquired in the future, all of Assignor's development rights and contract rights relating to Phase A1 (herein the "**Development & Contract Rights**") as security for Landowner's payment and performance and discharge of its obligation to pay the 2021 Special Assessments levied against the Lands. This assignment shall become absolute upon failure of the Landowner to pay the 2021 Special Assessments levied against the Lands owned by the Landowner. The Development & Contract Rights shall include the following as they pertain to the Phase A1, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer and any sales contracts between the Developer and home purchasers that were entered into on or before any failure on the part of the Landowner to pay the 2021 Special Assessments:

(a) Any declaration of covenants of a homeowner's association governing the Lands, as recorded in the Official Records of Volusia County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Developer" or "Declarant" thereunder.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements to the Lands within the District, but solely to the extent construction of such public buildings and public improvements has commenced.

(e) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Phase A1 CIP and construction of improvements thereon including, but not limited to, the following:

(i) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities, including Volusia County relating to Phase A1.

(ii) Any and all service agreements relating to utilities, water and/or wastewater, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

(iii) Permits, more particularly described in the Engineer's Report attached hereto.

(f) Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Lands by Assignor in connection with the development of the Lands or the construction of improvements thereon.



(g) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Phase A1 CIP or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

(h) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Phase A1 CIP, including the lots.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

2. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with Prior Transfers, Assignor has made no assignment of the Development & Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing contracts, agreements, and other documents relating to the Development & Contract Rights, which now or hereafter affect the Lands and the Phase A1 CIP (collectively, the “**Contract Documents**”), subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

(d) Any transfer, conveyance or sale of the Lands (excluding conveyance of a portion of the Lands to a homebuilder or end-user, including any homebuyer), shall subject any and all affiliated entities or successors-in-interest of the Landowners (other than in connection with a Prior Transfer) to this Assignment.

(e) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

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

3. **Covenants.** Assignor covenants with Assignee that during the Term (as defined above):

(a) Assignor will use reasonable, good faith efforts to fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights. Upon an Event of Default by Assignor, Assignor will use reasonable, good faith efforts to give

notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands. Upon an Event of Default, the rights as outlined within this Section 3(b) shall be included as part of the Development & Contract Rights assigned to Assignee.

(c) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

4. **Assignee Obligations.** Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

5. **Events of Default.** Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days) shall constitute an Event of Default under this Assignment.

6. **Remedies Upon Event of Default.** Upon an Event of Default, Assignee or its designee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

7. **Authorization.** Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee or its designee upon written notice and request from Assignee. Any such performance in favor of Assignee or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

8. **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.

9. **Third Party Beneficiaries.** The Trustee for the Series 2021 Bonds, on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Assignor's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

[remainder of page left intentionally blank]

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

**ASSIGNOR:**

**LENNAR HOMES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Lennar Homes, LLC a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**ATTEST:**

**ASSIGNEE:**

**INDIGO COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as Chairperson, Board of Supervisors of Indigo Community Development District, who is either personally known to me, or produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

## **Exhibit A**

5.

This instrument was prepared by:

HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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## TRUE-UP AGREEMENT

**THIS TRUE-UP AGREEMENT (“Agreement”)** is made and entered into, by and between:

**Indigo Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Volusia County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (**“District”**); and

**Lennar Homes, LLC**, a Florida limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172 (together with its successors and assigns, **“Developer”**).

## RECITALS

**WHEREAS**, the District was established by rule of the Florida Land and Water Adjudicatory Commission, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“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 but not limited to roadways, sidewalks, stormwater management systems, potable and reclaimed water and sewer systems, landscape, and entry signage improvements, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the owner and developer of the lands within the District, which are described in **Exhibit A** attached hereto (**“Property”**); and

**WHEREAS**, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the **“2021 Project”**; and

**WHEREAS**, the 2021 Project is described in the *Integrated LPGA – Phase A1 Engineer’s Report dated July 14, 2020, as amended September 1, 2021* (**“Engineer’s Report”** or **“Phase A1 CIP”**); and



**WHEREAS**, the District intends to finance a portion of the Phase A1 CIP through the use of proceeds from the anticipated sale of \$2,815,000 Indigo Community Development District Capital Improvement Revenue Bonds, Series 2021 (Integrated LPGA – Phase A1) (“**2021 Bonds**”); and

**WHEREAS**, pursuant to Resolution Nos. 2021-07, 2021-08, 2021-09 and \_\_\_\_\_, (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt service special assessment lien(s) (“**2021 Assessments**”) on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2021 Bonds; and

**WHEREAS**, as part of the Assessment Resolutions, the District adopted the *Master Special Assessment Methodology Report*, dated July 15, 2020, as supplemented by the *Final Supplemental Special Assessment Methodology Report*, dated \_\_\_\_\_ (together, “**Assessment Report**”), which is on file with the District and expressly incorporated herein by this reference; and

**WHEREAS**, Developer agrees that the Property benefits from the timely design, construction, or acquisition of the 2021 Project; and

**WHEREAS**, Developer agrees that the 2021 Assessments, which were imposed on the lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

**WHEREAS**, the Assessment Resolutions together with the Assessment Report provide that as the lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the District, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends to plat and develop its lands within the District based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, the Assessment Resolutions and the Assessment Report anticipates a “true-up” mechanism by which the Developer shall 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, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as reconfigured.

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

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

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the 2021 Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other non-federal tax liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the 2021 Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2021 Assessments. Developer further agrees that to the extent Developer fails to timely pay all 2021 Assessments collected by mailed notice of the District, said unpaid 2021 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the 2021 Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent residential units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or replatted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, “**Proposed Plat**”) shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or this Agreement. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the 2021 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the 2021 Assessments to be recorded in the District’s Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of 2021 Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of 2021 Assessments per lot for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of 2021 Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands to pay a “**True-Up Payment**” equal to the shortfall in the 2021 Assessments resulting from the reduction of the planned units, plus accrued interest to the next succeeding interest payment date on the 2021 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be calculated to the following interest payment date (or such other time as set forth in the supplemental indenture for the 2021 Bonds secured by the 2021 Assessments). In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain

such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands within the District, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the Developer provide additional information including a revised Assessment Report. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient 2021 Assessments to pay debt service on the 2021 Bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes*, upon the advice of District Counsel. Any True-Up Payment shall become due and payable in the tax year in which assessed prior to platting by the landowner of the lands subject to the Proposed Plat (and any other lands that caused the True-Up Payment as reasonably determined by the District's Assessment Consultant), shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include applicable interest (as set forth in the supplemental indenture(s) for the 2021 Bonds).

All 2021 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated 2021 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the 2021 Assessments and to abide by the requirements of the reallocation of 2021 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Developer shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District

Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder or end user is automatically and forever released from the terms and conditions of this Agreement, provided however that such platted lot is not in fact re-platted.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Subject to Section 12, amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

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

10. **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, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address 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 assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

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

to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the beneficial owners of a majority of the outstanding 2021 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended or assigned (except as set forth in Section 6) without the consent of the Trustee, acting at the direction of the beneficial owners of a majority of the outstanding 2021 Bonds, which consent shall not be unreasonably withheld.

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 venue for any litigation arising out of or related to this Agreement shall be in Volusia County, Florida.

14. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and 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 law, 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 by sovereign immunity or by other 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the part(ies) below execute the *True-Up Agreement* to be effective as of April 13, 2021.

**WITNESS**

**INDIGO COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Name: John McCarthy  
Title: Chairperson

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **John McCarthy, Chairperson**, of **INDIGO COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**WHEREFORE**, the part(ies) below execute the *True-Up Agreement* to be effective as of April 13, 2021.

**WITNESS**

**LENNAR HOMES, LLC**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed  
as Commissioned)

**EXHIBIT A:** Legal Description



## **EXHIBIT A**

6.

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

Katie Buchanan, Esq.  
HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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### **DECLARATION OF CONSENT TO JURISDICTION**

The undersigned, being a duly authorized representative of Lennar Homes, LLC, a Florida limited liability company (the “**Landowner**”), as the owner of those lands described in **Exhibit A** attached hereto (the “**Land**”) located within the boundaries of the Indigo Community Development District (the “**District**”), intends that it and its respective 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 January 3, 1995, 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 Florida Land and Water Adjudicatory Commission (the “**Commission**”), 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) Chapter 42U-1, Florida Administrative Code, effective as of January 3, 1995, was duly and properly enacted by the Commission in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from January 3, 1995, to and including the date of this Declaration.

2. The Landowner, on behalf of itself and its successors and assigns, hereby confirms and agrees, that the special assessments (the “**Series 2021 Assessments**”) imposed pursuant to Resolution Nos. 2020-07 and 2020-08 duly adopted by the Board of Supervisors of the District (the “**Board**”) on July 22, 2020, and Resolution No. 2020-09 duly adopted by the Board on August 22, 2020, and Resolution No. 2021-\_\_\_\_ duly adopted by the Board on September 22, 2021 (collectively, the “**Assessment Resolutions**”), 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 Series 2021 Assessments, and the Series 2021 Assessments are legal, valid and binding first liens upon the Land co-equal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other non-federal tax liens, titles and claims, until paid.

3. The Landowner, on behalf of itself and its successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2021 Assessments without interest within thirty (30) days after the improvements are completed in consideration of rights granted by the District to prepay the Series 2021 Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions.

4. The Landowner, on behalf of itself and its successors and assigns, hereby expressly acknowledges, represents and agrees that (i) the Land specially benefits from the entirety of the improvements provided in the 2021 Project (as such term is defined in the Assessment Resolutions); (ii) the Series 2021 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$2,815,000 Capital Improvement Revenue Bonds, Series 2021 (Integrated LPGA – Phase A1) (“**Financing Documents**”) are valid and binding obligations enforceable in accordance with their respective terms; and (iii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2021 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2021 Assessments, the Assessment Resolutions and the Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iv) the Landowner, on behalf of itself and its successors and assigns, 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*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. This Declaration shall remain effective upon the merger, amendment, or name change of the District. Other information regarding the Series 2021 Assessments is available from the District Manager at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND 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 LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND 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 as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**LENNAR HOMES, LLC**, a Florida  
limited liability company

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

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

Title: \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as  
\_\_\_\_\_ of Lennar Homes, LLC, a Florida limited liability company. S/He is personally  
known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

## **Exhibit A**

*B.*

2.



## BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

**Indigo Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o GMS, 475 W. Town Place, Suite 200, St. Augustine, Florida 32092, ("**District**"), and

\_\_\_\_\_, a \_\_\_\_\_, and the developer of certain lands in the District ("**Developer**") with a mailing address of \_\_\_\_\_.

### RECITALS

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

**WHEREAS**, the District presently expects to issue bonds or other debt instruments ("**Bonds**") to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

**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. PROVISION OF FUNDS.** The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work ("**Work**") necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District's issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

**2. TERMINATION.** Either party may terminate this Agreement in writing upon 10 days written notice.

**3. 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, injunctive relief and/or specific performance.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to

recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**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 both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**8. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the 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 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. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Volusia County, Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

***[Remainder of Page Intentionally Left Blank]***

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

**INDIGO COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_

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

3.

# Indigo Community Development District

## Integrated LPGA – Phase B1 & C1

### ENGINEER'S REPORT

**Prepared For**

Indigo Community Development District

**Date**

June 24, 2021



# Indigo Community Development District Integrated LPGA – Phase B1 & C1

## ENGINEER'S REPORT

City of Daytona Beach, Florida

**Prepared For:**

Indigo Community Development District

**Date:**

June 24, 2021



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Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
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Exhibits

<i>Exhibit 1</i>	<i>Indigo CDD Map</i>
<i>Exhibit 2</i>	<i>Vicinity Map</i>
<i>Exhibit 3</i>	<i>Location Map</i>
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<i>Exhibit 5</i>	<i>Proposed Public and Private Uses within the CDD Phase B1</i>
<i>Exhibit 6</i>	<i>Proposed Public and Private Uses within the CDD Phase C1</i>
<i>Exhibit 7</i>	<i>Site Plan Phase B1</i>
<i>Exhibit 8</i>	<i>Site Plan Phase C1</i>
<i>Exhibit 9</i>	<i>Drainage Map Phase B1</i>
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<i>Exhibit 11</i>	<i>FEMA 100-Year Floodplain Phase B1</i>
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<i>Exhibit 15</i>	<i>Reclaimed Water Distribution System Phase B1</i>
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<i>Exhibit 17</i>	<i>Wastewater Collection System Phase B1</i>
<i>Exhibit 18</i>	<i>Wastewater Collection System Phase C1</i>
<i>Exhibit 19</i>	<i>Estimate of Probable Capital Improvement Costs</i>

**Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
Engineer's Report for Capital Improvements**

## ***Section 1 Introduction***

### ***1.1. Background***

The Engineer's Report for Capital Improvements (the "Report") for the Integrated LPGA Phase B1 & C1 of the Indigo Community Development District (the "District") has been prepared to assist with the financing and construction of capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan") pursuant to requirements of the City of Daytona Beach and Volusia County, Florida.

Capital Improvements reflected in this Report represent, and are limited to, the current Capital Improvement Plan for the Integrated LPGA Phase B1 & C1 (the "Development") portion of the District. The majority of the necessary regulatory approvals have not been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained in the future during the normal design and permitting processes. To the best of our knowledge and belief, it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

### ***1.2. Location and General Description***

The overall Indigo CDD is reflected in Exhibit 1 – Indigo CDD Map and is located in the City of Daytona Beach, Volusia County, Florida. The Integrated LPGA Phase B1 & C1 portion of the District is a 292.30 +/- acre parcel. More specifically, the parcel is located within a portion of Sections 29 and 28, Township 15, Range 32 East lying east of LPGA Blvd., and northwest of US Highway 92. Please refer to Vicinity Map Exhibit 2 and Location Map Exhibit 3. The proposed Phase B1 & C1 project are the final phases of a three (3) phase development of Integrated LPGA and includes approximately 405 single family homes. The Development is part of the overall three (3) phase Integrated LPGA project and is zoned Planned Development (PD). A more detailed breakdown of the anticipated development program is as follows:

Phase B1 Single Family	277 Units
<u>Phase C1 Single Family</u>	<u>128 Units</u>
Total	405 Units

The above unit breakdown is based upon Conceptual Site Plans provided by the developer. The District Boundary Map and Legal Description are included as Exhibit 4A (Phase B1) and 4B (Phase C1).

### ***1.3. District Purpose and Scope***

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. All, or a portion of, the infrastructure improvements will be financed (1) with the proceeds of bonds issued by the District

**Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
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and/or (2) by the Developer.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

***1.4. Description of Land Use***

The lands within the District encompass approximately 292.30 +/- acre. Based on the current PD zoning for the property, the development program currently consists of 405 single family homes. The approved land uses within the District include the following areas outlined in the table below. Exhibits 5 and 6 provide the location of the development uses below.

Proposed Development	Approximate Acres
Private (Single Family Lots)	45.86
Stormwater	52.12
Open Space	57.64
Right-of-Way Tracts	23.23
Utility Tracts	0.10
Conservation Area & Wetlands	33.24
Power Line Easement/Open Space	80.11
<b>Total Acres</b>	<b>292.30</b>

***Section 2 Government Actions***

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in the City of Daytona Beach with work being completed within Volusia County.

Permitting Agencies & Permits Required

1. City of Daytona Beach
  - a. Planned Development Rezoning
  - b. Final Plat/Subdivision Construction Plans
2. FDOT
  - a. Utility Connection Permit – Potable Water Connection to watermain within US HWY 92
3. St. Johns River Water Management District (SJRWMD)
  - a. Environmental Resource Permit
    - i. Final Engineering for Onsite and Offsite Improvements

**Indigo Community Development District**  
**Integrated LPGA Phase B1 & C1**  
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- b. Water Use Permit (Dewatering)
    - i. Mass Grading/Master Storm
    - ii. Final Engineering for Onsite and Offsite Improvements
4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System via Volusia County Health Department
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
5. Federal Emergency Management Agency
  - a. Letter of Map Revision
6. Army Corp of Engineers
  - a. Dredge and Fill Permit
7. Florida Fish and Wildlife Conservation Commission (FWC)

### ***Section 3 Infrastructure Benefit***

The District will fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network and utility improvements, and perimeter landscape and irrigation improvements within the District boundary. However some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is undeveloped, with the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District.

### ***Section 4 Capital Improvement Plan***

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and sanitary sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable water main, reclaimed water main and sanitary sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5 through 18. Exhibit 19 details the Cost Opinion for the District's capital improvement plan.

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The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.

## ***Section 5 Description of Capital Improvement Plan***

### ***5.1 Roadway Improvements***

As indicated above, the District will fund all roadway construction internal and external to the District consisting of local subdivision roadways and the extension of Grand Champion Boulevard. The costs for such improvements are included on Exhibit 19. Exhibits 5 and 6 - Proposed Public and Private Uses within the CDD provide a graphical representation of the proposed roadway improvements. The local roadways may or may not be open to the public.

### ***5.2 Stormwater Management***

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with City of Daytona Beach and the St Johns River Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibits 9 and 10, Drainage Map for Phase B1 and C1, provide a graphical representation of the currently proposed stormwater management system.

### ***5.3 100-Year Floodplain***

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panel 12127C0363H dated February 19, 2014, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone AH – 100-year floodplain with an established base flood elevation that varies between 23.0' and 26.0' NAVD 88. Exhibits 11 and 12, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within a mapped floodplain would require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SJRWMD and City of Daytona Beach, any filled areas below the floodplain will require mitigation in the form of compensating storage.

### ***5.4 Master Infrastructure***

#### ***5.4.1 Primary Roadways***

Based on the current concept plan for the District, the roadway improvements include approximately 23.23 acres of road rights-of-way and will define the major ingress and egress points throughout the Development. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibits 5 through 8. In addition to the onsite roadways, a roadway connection to existing Grande Champion Boulevard is included in the Master Infrastructure serving the District.

#### ***5.4.2 Potable Water Distribution System***

**Indigo Community Development District**  
**Integrated LPGA Phase B1 & C1**  
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The District may fund the construction of the water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete. The water mains within the District will be sized to provide water to the residents of the District and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). Exhibits 13 and 14, Potable Water Distribution System, provides a graphical representation of the contemplated water mains to be constructed within the District.

***5.4.3 Reclaimed Water Distribution System***

The District may fund the construction of the reclaimed water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be required to be designed and constructed based on an approved MUP. Exhibits 15 and 16, Reclaimed Water Distribution System, provides a graphical representation of the existing and proposed offsite reclaimed water system and onsite system contemplated within the District.

***5.4.4 Wastewater System***

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete by the District. The sewer collection mains, lift station and force mains serving the District will be sized to provide wastewater service to the residents and of the District, and will be required to be designed and constructed based on an approved MUP. Exhibits 17 and 18, Wastewater Collection System, provides a graphical representation of the proposed offsite wastewater system and onsite system contemplated within the District.

***5.4.5 Landscape, Irrigation & Hardscape***

The District will fund landscape, irrigation and hardscape construction within Grand Champion Boulevard right-of-way which may include roadway street trees and landscaping, master signage, way finding signage through the development, entry hardscape features, and entry landscape and hardscape. The District will own and maintain foregoing improvements.

***5.4.6 Undergrounding of Electrical Distribution and Street Lights***

Most, if not all, District constructed Master Infrastructure will include underground electric and street lighting. The street lighting system will be constructed in cooperation with the City of Daytona Beach, Florida Power & Light, and the Developer. The District will fund the cost to trench the underground installation only. Any leasing and monthly service charges associated with the street lighting fixtures along roadways within the District will not be financed through bond proceeds. Florida Power and Light and the appropriate community entity will own and maintain the electric and street light infrastructure.

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***5.5 Professional and Inspection Fees***

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, planning, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the District Capital Improvement Plan.

***Section 6 Ownership and Maintenance***

Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	City	City
Master Stormwater Management System	District	District
Potable Water Distribution System	City	City
Sanitary Sewer System	City	City
Reclaimed Water Distribution System	City	City
Grand Champion Blvd. Landscaping, Irrigation and Signage	District <sup>(1)</sup>	District/HOA
Undergrounding of Electrical Distribution & Street Lighting	Florida Power & Light	Florida Power & Light

(1) Per Use Agreement with City of Daytona Beach

***Section 7 Roadway Rights-of-Way, Stormwater Management  
Ponds and Other Open Spaces***

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District, HOA or other Public entity at no cost.

***Section 8 Estimate of Probable Capital Improvement Costs***

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 19. Costs associated with construction of the improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. A reasonable project contingency was included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

***Section 9 Conclusions and Summary Opinion***

**Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
Engineer's Report for Capital Improvements**

The Capital Improvement Plan (CIP) as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's CIP are based on the Integrated LPGA Phase B1 and C1 Conceptual Site Plans as provided by the Developer. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

**As District Engineer:  
Poulos & Bennett, LLC**

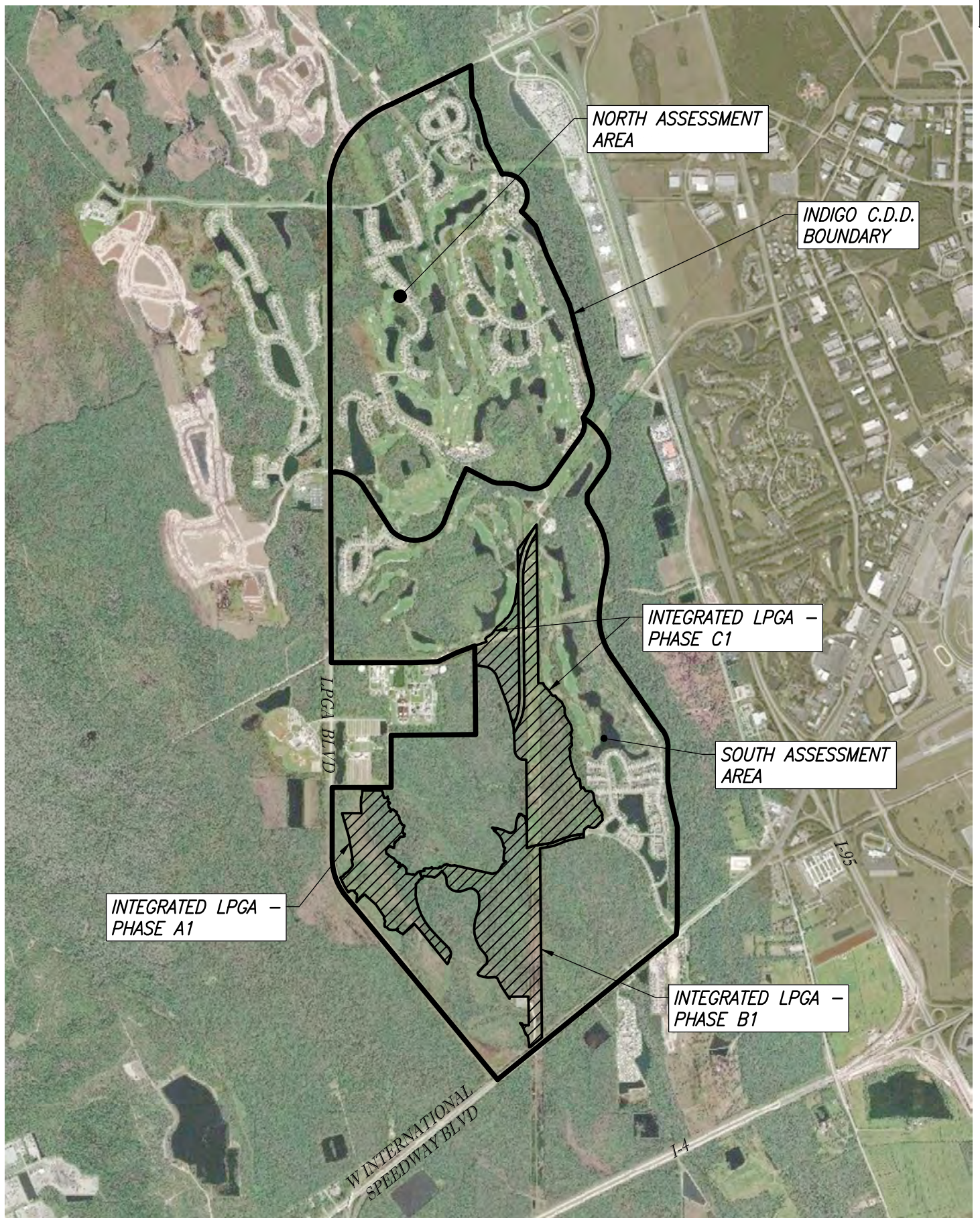


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Marc D. Stehli, PE  
State of Florida Professional Engineer No. 52781



# Exhibits



Indigo CDD Map

## Integrated LPGA Phase B1 & C1

June 24, 2021  
P & B Job No.: 18-015

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

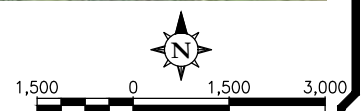
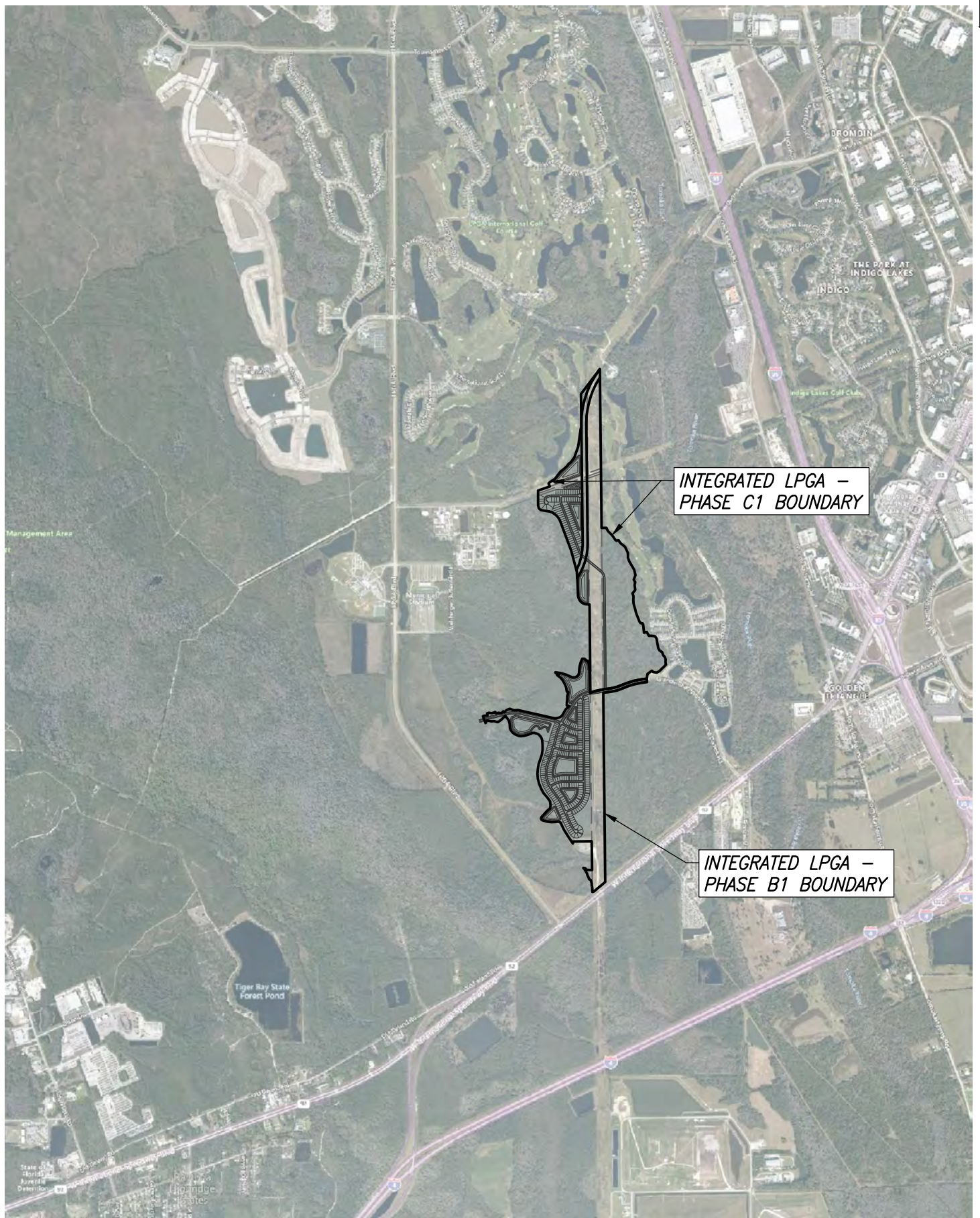


Exhibit 1





Vicinity Map

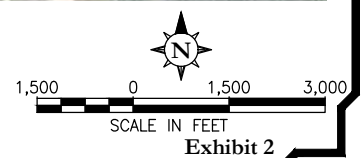
## Integrated LPGA Phase B1 & C1

June 24, 2021  
P & B Job No.: 19-170

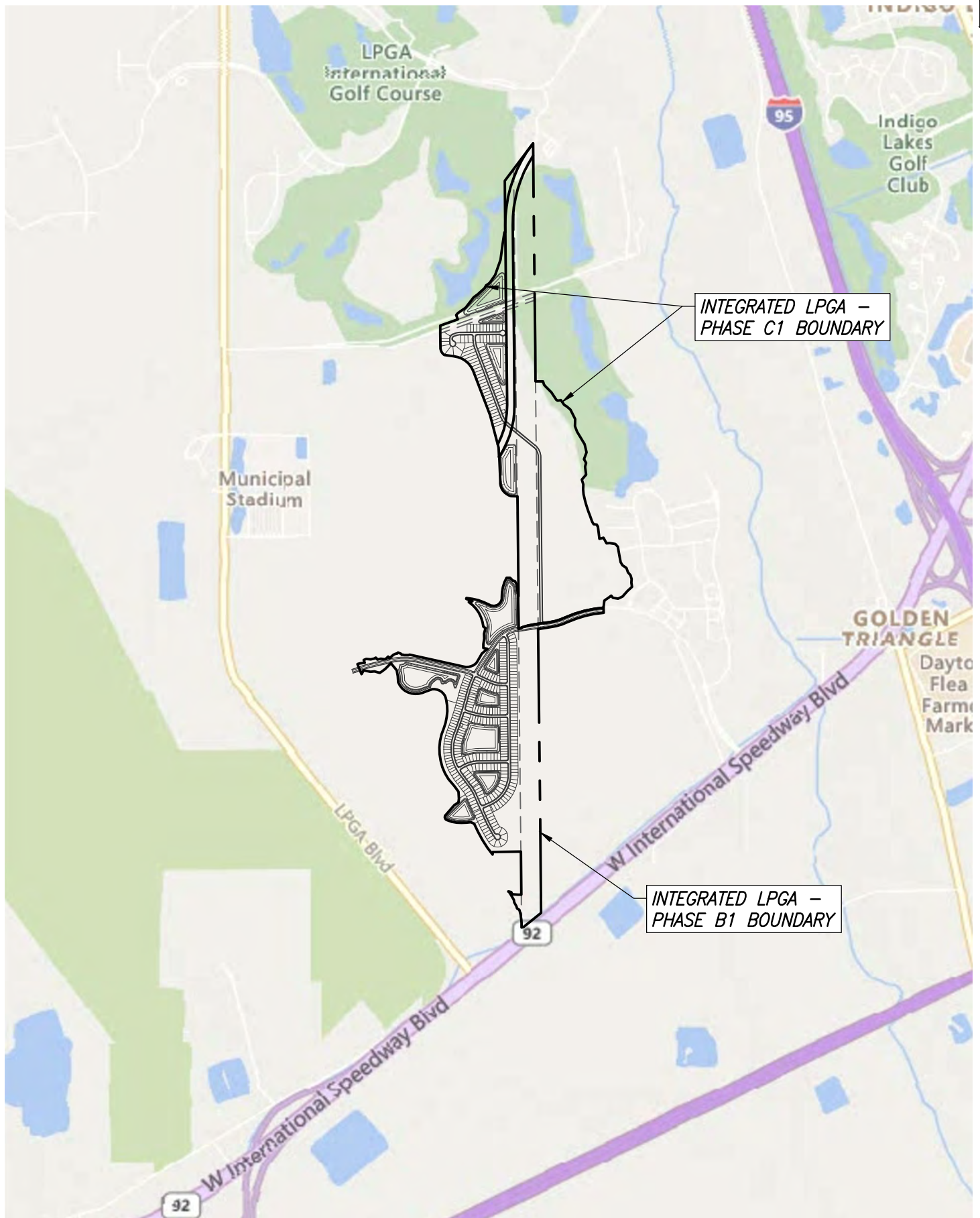
2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

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Location Map

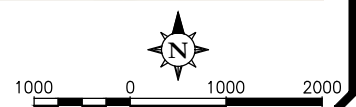
## Integrated LPGA Phase B1 & C1

June 24, 2021  
P & B Job No.: 19-170

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SCALE IN FEET

Exhibit 3

A PORTION OF SECTIONS 28, 29 AND 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, SAID POINT ALSO LYING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1670.00 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 578.55 FEET; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6466, PAGE 1756: WESTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 581.49 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1040.00 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 286.55 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'13" FOR AN ARC DISTANCE OF 287.46 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 186.99 FEET TO THE EASTERLY LINE OF A 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 4410.40 FEET ALONG SAID EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 92; THENCE RUN SOUTH 50°57'10" WEST FOR A DISTANCE OF 352.33 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE RUN SOUTH 74°43'54" WEST FOR A DISTANCE OF 30.03 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF SAID TRANSMISSION LINE EASEMENT; THENCE RUN ALONG SAID WEST LINE, NORTH 00°36'07" WEST FOR A DISTANCE OF 71.36 FEET TO THE EAST PROPERTY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7210 PAGE 4497; THENCE RUN ALONG SAID EAST PROPERTY LINE THE FOLLOWING COURSES: NORTH 06°26'24" WEST FOR A DISTANCE OF 46.49 FEET; THENCE RUN NORTH 08°26'39" WEST FOR A DISTANCE OF 45.45 FEET; THENCE RUN NORTH 02°32'04" WEST FOR A DISTANCE OF 35.62 FEET; THENCE RUN NORTH 16°06'35" WEST FOR A DISTANCE OF 79.39 FEET; THENCE RUN NORTH 57°15'53" WEST FOR A DISTANCE OF 40.37 FEET; THENCE RUN SOUTH 47°18'36" WEST FOR A DISTANCE OF 2.35 FEET; THENCE RUN NORTH 15°37'06" WEST FOR A DISTANCE OF 36.89 FEET; THENCE RUN NORTH 27°54'40" WEST FOR A DISTANCE OF 68.29 FEET; THENCE RUN NORTH 12°50'14" WEST FOR A DISTANCE OF 42.55 FEET; THENCE RUN NORTH 29°37'26" WEST FOR A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 32°17'02" WEST FOR A DISTANCE OF 52.65 FEET; THENCE RUN NORTH 47°49'10" WEST FOR A DISTANCE OF 20.99 FEET; THENCE RUN SOUTH 78°32'28" EAST FOR A DISTANCE OF 48.10 FEET; THENCE RUN SOUTH 20°36'46" EAST FOR A DISTANCE OF 37.92 FEET; THENCE RUN SOUTH 85°58'49" EAST FOR A DISTANCE OF 91.44 FEET; THENCE RUN NORTH 88°26'38" EAST FOR A DISTANCE OF 50.54 FEET TO THE WEST LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 668.93 FEET ALONG THE WEST LINE OF SAID EASEMENT TO THE NORTHEAST CORNER OF THE PROPERTY OF FLORIDA POWER AND LIGHT COMPANY, AS RECORDED, IN OFFICIAL RECORDS BOOK 3783 PAGE 2241; THENCE RUN ALONG NORTH LINE OF SAID PROPERTY, SOUTH 89°23'54" WEST FOR A DISTANCE OF 439.97 FEET; THENCE ALONG THE WEST LINE OF SAID PROPERTY, RUN SOUTH 00°45'07" EAST FOR A DISTANCE OF 42.20 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799 PAGE 2835, AND A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2104.21 FEET, WITH A CHORD BEARING OF NORTH 30°52'35" WEST, AND A CHORD DISTANCE OF 559.40 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY LINE; NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'38" FOR AN ARC DISTANCE OF 561.06 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 63°42'53" WEST FOR A DISTANCE OF 56.69 FEET; THENCE RUN SOUTH 83°31'09" WEST FOR A DISTANCE OF 66.55 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 610.58 FEET, WITH A CHORD BEARING OF NORTH 82°43'05" WEST, AND A CHORD DISTANCE OF 308.69 FEET; THENCE RUN WESTERLY THROUGH A CENTRAL ANGLE OF 29°17'05" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 312.08 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 49.66 FEET, WITH A CHORD BEARING OF NORTH 13°10'21" WEST, AND A CHORD DISTANCE OF 81.80 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 110°53'38" FOR AN ARC DISTANCE OF 96.12 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 41°43'00" EAST FOR A DISTANCE OF 205.26 FEET; THENCE RUN NORTH 55°19'06" EAST FOR A DISTANCE OF 75.14 FEET; THENCE RUN NORTH 06°47'54" EAST FOR A DISTANCE OF 60.36 FEET; THENCE RUN NORTH 04°00'58" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 36°45'11" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 39°48'10" WEST FOR A DISTANCE OF 143.82 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 834.27 FEET, WITH A CHORD BEARING OF NORTH 05°06'58" WEST, AND A CHORD DISTANCE OF 795.75 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 56°58'06" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 829.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 781.44 FEET, WITH A CHORD BEARING OF NORTH 04°56'01" EAST, AND A CHORD DISTANCE OF 437.57 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 32°31'03" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 443.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 197.27 FEET, WITH A CHORD BEARING OF NORTH 52°18'42" WEST, AND A CHORD DISTANCE OF 274.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'53" FOR AN ARC DISTANCE OF 304.13 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 70°45'21" WEST FOR A DISTANCE OF 109.59 FEET; THENCE RUN SOUTH 69°35'56" WEST FOR A DISTANCE OF 53.57 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 295.07 FEET, WITH A CHORD BEARING OF NORTH 66°38'01" WEST, AND A CHORD DISTANCE OF 411.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°17'12" FOR AN ARC DISTANCE OF 454.66 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 02°40'54" WEST FOR A DISTANCE OF 94.90 FEET; THENCE RUN NORTH 11°13'47" WEST FOR A DISTANCE OF 93.12 FEET; THENCE RUN NORTH 38°53'09" WEST FOR A DISTANCE OF 140.66 FEET; THENCE RUN SOUTH 45°25'02" WEST FOR A DISTANCE OF 127.51 FEET; THENCE RUN SOUTH 52°09'33" WEST FOR A DISTANCE OF 34.82 FEET; THENCE RUN SOUTH 53°20'42" WEST FOR A DISTANCE OF 31.44 FEET; THENCE RUN SOUTH 57°57'33" WEST FOR A DISTANCE OF 38.01 FEET; THENCE RUN NORTH 74°04'21" WEST FOR A DISTANCE OF 84.15 FEET; THENCE RUN SOUTH 83°42'48" WEST FOR A DISTANCE OF 60.34 FEET; THENCE RUN NORTH 78°25'28" WEST FOR A DISTANCE OF 111.37 FEET; THENCE RUN SOUTH 29°41'39" WEST FOR A DISTANCE OF 67.52 FEET; THENCE RUN NORTH 21°10'19" WEST FOR A DISTANCE OF 167.02 FEET; THENCE RUN NORTH 72°18'22" EAST FOR A DISTANCE OF 32.74 FEET; THENCE RUN NORTH 83°07'38" EAST FOR A DISTANCE OF 81.81 FEET; THENCE RUN NORTH 19°54'26" WEST FOR A DISTANCE OF 47.76 FEET; THENCE RUN NORTH 69°10'44" EAST FOR A DISTANCE OF 43.06 FEET; THENCE RUN SOUTH 85°01'25" EAST FOR A DISTANCE OF 70.43 FEET; THENCE RUN NORTH 74°45'24" EAST FOR A DISTANCE OF 55.73 FEET; THENCE RUN NORTH 58°12'49" EAST FOR A DISTANCE OF 25.59 FEET; THENCE RUN SOUTH 51°52'22" EAST FOR A DISTANCE OF 8.77 FEET; THENCE RUN SOUTH 34°18'19" EAST FOR A DISTANCE OF 32.89 FEET; THENCE RUN NORTH 76°29'56" EAST FOR A DISTANCE OF 56.71 FEET; THENCE RUN SOUTH 82°36'17" EAST FOR A DISTANCE OF 65.65 FEET; THENCE RUN NORTH 76°33'03" EAST FOR A DISTANCE OF 6.59 FEET; THENCE RUN NORTH 45°09'08" EAST FOR A DISTANCE OF 59.64 FEET; THENCE RUN SOUTH 35°40'37" EAST FOR A DISTANCE OF 33.20 FEET; THENCE RUN NORTH 46°57'59" EAST FOR A DISTANCE OF 79.52 FEET; THENCE RUN NORTH 65°24'31" EAST FOR A DISTANCE OF 37.50 FEET; THENCE RUN NORTH 86°37'20" EAST FOR A DISTANCE OF 27.73 FEET; THENCE RUN NORTH 34°26'25" EAST FOR A DISTANCE OF 20.22 FEET; THENCE RUN SOUTH 67°24'15" EAST FOR A DISTANCE OF 51.17 FEET; THENCE RUN SOUTH 47°23'46" EAST FOR A DISTANCE OF 21.19 FEET; THENCE RUN NORTH 87°22'06" EAST FOR A DISTANCE OF 17.01 FEET; THENCE RUN SOUTH 67°24'15" EAST FOR A DISTANCE OF 15.44 FEET; THENCE RUN NORTH 88°10'48" EAST FOR A DISTANCE OF 72.30 FEET; THENCE RUN NORTH 72°43'42" EAST FOR A DISTANCE OF 16.51 FEET; THENCE RUN SOUTH 77°25'36" EAST FOR A DISTANCE OF 863.86 FEET TO A POINT ON A NON TANGENT CURVE, THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 207.67 FEET, WITH A CHORD BEARING OF NORTH 70°37'09" EAST AND A CHORD DISTANCE OF 216.99 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 62°59'37" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 228.32 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 29°11'34" EAST FOR A DISTANCE OF 151.69 FEET; THENCE RUN NORTH 49°52'49" EAST FOR A DISTANCE OF 113.64 FEET; THENCE RUN NORTH 76°05'50" WEST FOR A DISTANCE OF 64.34 FEET; THENCE RUN NORTH 00°10'31" WEST FOR A DISTANCE OF 58.52 FEET; THENCE RUN NORTH 08°19'47" EAST FOR A DISTANCE OF 87.62 FEET; THENCE RUN NORTH 03°09'23" WEST FOR A DISTANCE OF 72.80 FEET; THENCE RUN NORTH 15°48'33" EAST FOR A DISTANCE OF 93.31 FEET; THENCE RUN NORTH 59°55'54" WEST FOR A DISTANCE OF 39.33 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 517.12 FEET, WITH A CHORD BEARING OF NORTH 30°37'23" WEST AND A CHORD DISTANCE OF 445.72 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 51°03'25" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 460.81 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 75°11'39" EAST FOR A DISTANCE OF 59.30 FEET; THENCE RUN NORTH 69°13'50" WEST FOR A DISTANCE OF 102.10 FEET; THENCE RUN NORTH 05°39'03" EAST FOR A DISTANCE OF 12.92 FEET TO A POINT ON A NON TANGENT CURVE; CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 906.77 FEET, WITH A CHORD BEARING OF SOUTH 73°29'31" EAST AND A CHORD DISTANCE OF 375.07 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°52'17" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.79 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.08 FEET, WITH A CHORD BEARING OF NORTH 59°08'17" EAST AND A CHORD DISTANCE OF 223.54 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 118°27'51" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 268.95 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 621.35 FEET, WITH A CHORD BEARING OF NORTH 13°19'45" EAST AND A CHORD DISTANCE OF 314.74 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 29°20'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 318.20 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 89°03'07" EAST FOR A DISTANCE OF 55.11 FEET; THENCE RUN SOUTH 44°06'41" EAST FOR A DISTANCE OF 58.49 FEET; THENCE RUN SOUTH 76°17'57" EAST FOR A DISTANCE OF 33.78 FEET; THENCE RUN SOUTH 25°50'36" EAST FOR A DISTANCE OF 60.79 FEET; THENCE RUN SOUTH 07°35'23" EAST FOR A DISTANCE OF 133.01 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 170.00 FEET, WITH A CHORD BEARING OF SOUTH 09°12'29" EAST AND A CHORD DISTANCE OF 50.88 FEET; THENCE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 17°12'45" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 51.07 FEET TOTHEPOINT OF TANGENCY, BEING THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 505.93 FEET TO THE POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'33" EAST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.99 FEET, WITH A CHORD BEARING OF NORTH 73°38'26" EAST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE; CONCAVE SOUTHERLY HAVING A RADIUS OF 1749.99 FEET, WITH A CHORD BEARING OF NORTH 75°41'50" EAST, AND A CHORD DISTANCE OF 606.27 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT ON THE WESTERLY LINE OF; GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68 AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD THENCE RUN SOUTH 04°19'33" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 5,671,459 SQUARE FEET OR 130.20 ACRES, MORE OR LESS.

Phase B1 Legal Descripton

## Integrated LPGA Phase B1 & C1

June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

POULOS & BENNETT

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Exhibit 4A



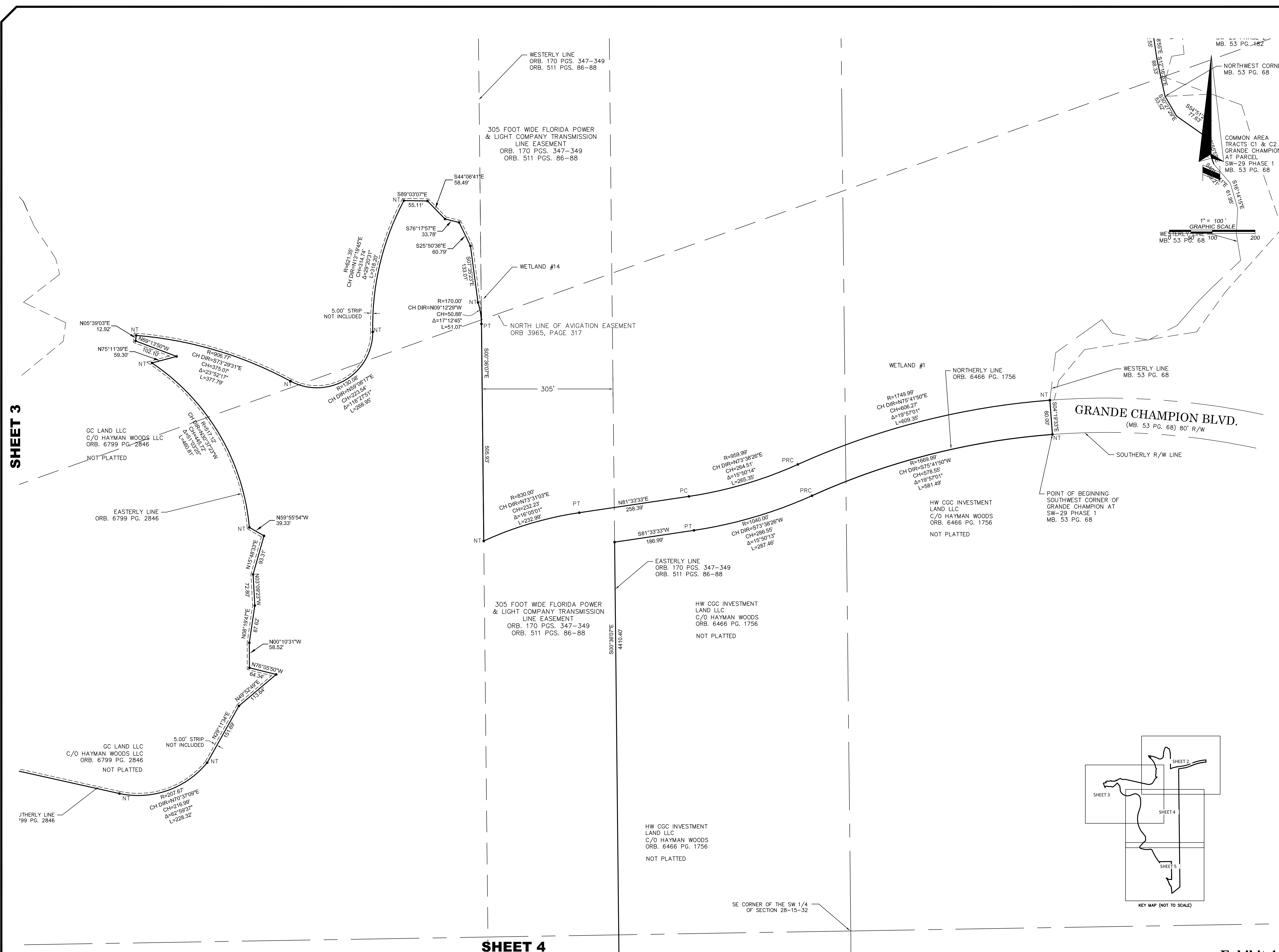
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 2**  
SECTIONS 28, 29 & 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

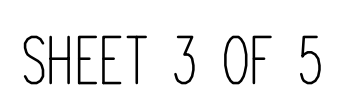
FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
DRAWN BY: \_\_\_\_\_ BRH/DY  
CHECKED BY: \_\_\_\_\_ JLR

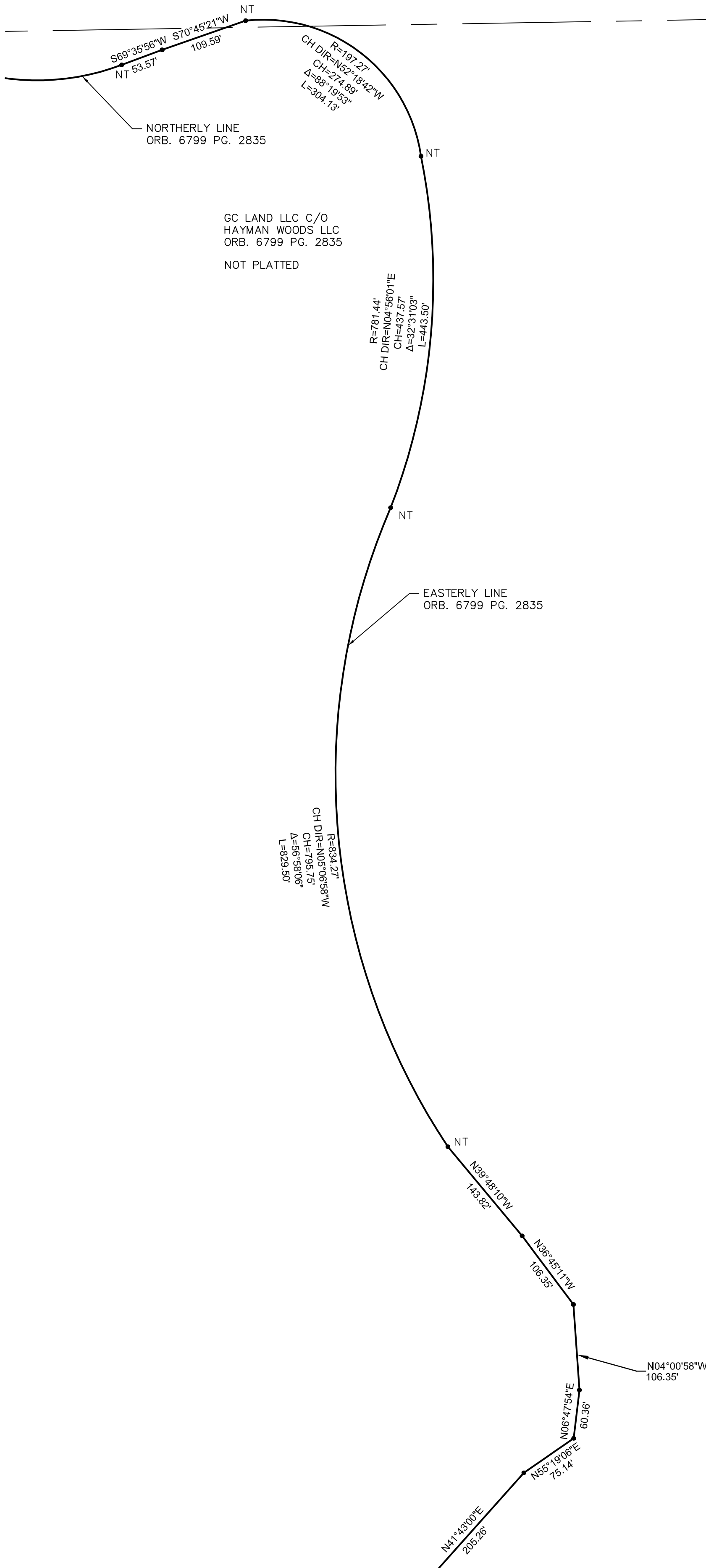
SHEET 2 OF 5





L:\Data\20190391\sketches\sketch 2 - phase 2 less spite strip





## SHEET 5

SE CORNER OF THE SW 1  
OF SECTION 28-15-

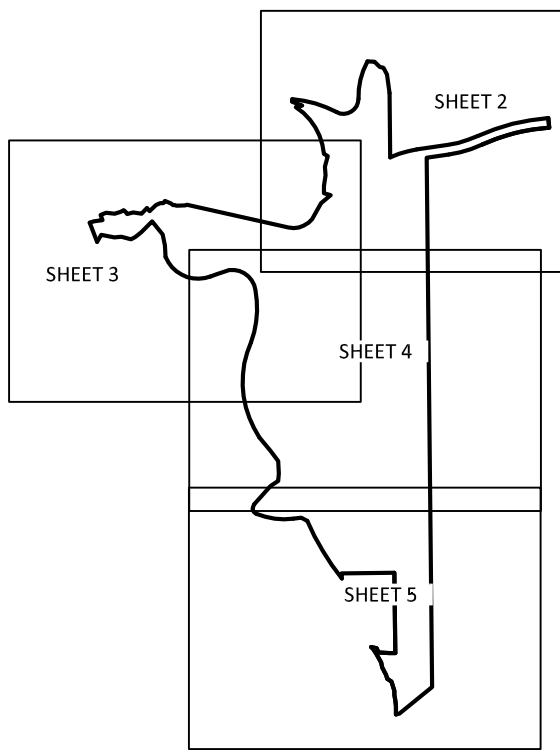
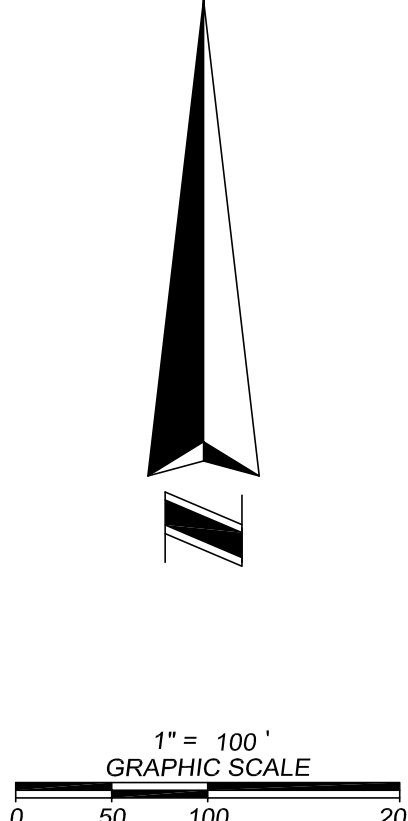
WESTERLY LINE  
ORB. 170 PGS. 347-34  
ORB. 511 PGS. 86-88

EASTERLY LINE  
ORB. 170 PGS. 347-348  
ORB. 511 PGS. 86-88

5 FOOT WIDE FLORIDA POWER  
LIGHT COMPANY TRANSMISSION  
LINE EASEMENT  
ORB. 170 PGS. 347-349  
ORB. 511 PGS. 86-88

HW CGC INVESTMENT  
LAND LLC  
C/O HAYMAN WOODS  
ORB 6466 PG 1756

NOT PLATTED



## Exhibit 4A



16 EAST PLANT STREET  
WINTER GARDEN, FLORIDA 34787  
407 654-5355 \*FAX 407 654-5356

# SKETCH OF DESCRIPTION OF INTEGRATED LPGA BOULEVARD PHASE 2

FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
DRAWN BY: \_\_\_\_\_ BRH/DY  
CHECKED BY: \_\_\_\_\_ JLR

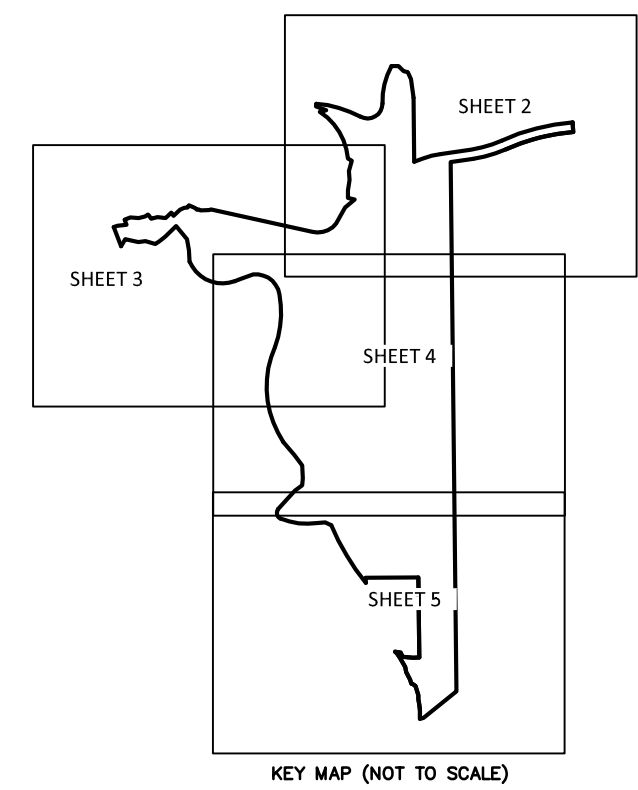
SHEET 4 OF 5



**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 2**  
SECTIONS 28, 29 & 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

[illegible]

SHEET 5 OF 5



A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, THENCE RUN NORTH 04°19'33" WEST ALONG THE WESTERLY LINE OF SAID PLAT FOR A DISTANCE OF 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1749.98 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 606.27 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 19°57'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.98 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET, WITH A CHORD BEARING OF SOUTH 73°31'03" WEST, AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT ON A NON TANGENT LINE AND THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE ALONG SAID EASEMENT AND PROPERTY OF GC LAND LLC, RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 505.93 FEET; THENCE, DEPARTING SAID EASEMENT LINE, RUN NORTH 89°23'53" EAST FOR A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 1554.81 FEET; THENCE RUN NORTH 87°53'01" WEST FOR A DISTANCE OF 100.97 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 223.28 FEET, WITH A CHORD BEARING OF NORTH 35°39'58" WEST AND A CHORD DISTANCE OF 285.39 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 79°26'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 309.60 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 382.22 FEET; THENCE RUN SOUTH 33°35'39" WEST FOR A DISTANCE OF 8.56 FEET; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 145.85 FEET; THENCE RUN NORTH 14°56'02" WEST FOR A DISTANCE OF 522.74 FEET; THENCE RUN NORTH 20°46'17" WEST FOR A DISTANCE OF 738.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 367.88 FEET, WITH A CHORD BEARING OF NORTH 53°23'41" WEST, AND A CHORD DISTANCE OF 374.75 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°14'22" FOR AN ARC DISTANCE OF 393.20 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 81°30'49" WEST FOR A DISTANCE OF 149.72 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 143.26 FEET, WITH A CHORD BEARING OF NORTH 31°38'02" WEST, AND A CHORD DISTANCE OF 112.09 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'32" FOR AN ARC DISTANCE OF 115.16 FEET TO THE EAST LINE OF THE CITY OF DAYTONA BEACH SEWAGE TREATMENT PLANT PROPERTY LINE, OFFICIAL RECORDS BOOK 1875 PAGE 1551, AND A NON TANGENT POINT; THENCE ALONG THE EAST PROPERTY LINE OF SAID TREATMENT PLANT PROPERTY THE FOLLOWING COURSES: NORTH 00°37'36" WEST FOR A DISTANCE OF 239.30 FEET; THENCE RUN NORTH 00°37'31" WEST CONTINUING ALONG SAID EASTERLY LINE AND NORTHERLY EXTENSION THEREOF FOR A DISTANCE OF 121.38 FEET TO THE NORTHERLY LINE OF A 65 FOOT WIDE EASEMENT TO THE CITY OF DAYTONA BEACH, OFFICIAL RECORDS BOOK 1875 PAGES 1554 THROUGH 1556 AND THE SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC, OFFICIAL RECORDS BOOK 7352 PAGE 4002; THENCE ALONG SAID NORTHERLY EASEMENT LINE, RUN NORTH 70°43'08" EAST FOR A DISTANCE OF 290.25 FEET; THENCE, DEPARTING SAID EASEMENT, CONTINUE ALONG SOUTH PROPERTY LINE OF INDIGO INTERNATIONAL LLC THE FOLLOWING COURSES: NORTH 20°35'40" WEST FOR A DISTANCE OF 72.54 FEET; THENCE RUN NORTH 44°14'18" EAST FOR A DISTANCE OF 42.66 FEET; THENCE RUN NORTH 54°32'53" EAST FOR A DISTANCE OF 142.78 FEET; THENCE RUN NORTH 37°26'24" EAST FOR A DISTANCE OF 204.99 FEET; THENCE RUN NORTH 53°51'36" EAST FOR A DISTANCE OF 80.10 FEET; THENCE RUN NORTH 48°22'34" EAST FOR A DISTANCE OF 138.96 FEET; THENCE RUN NORTH 28°50'04" EAST FOR A DISTANCE OF 31.63 FEET; THENCE RUN NORTH 23°12'34" EAST FOR A DISTANCE OF 17.26 FEET; THENCE RUN NORTH 57°07'45" EAST FOR A DISTANCE OF 49.63 FEET; THENCE RUN NORTH 50°03'37" EAST FOR A DISTANCE OF 27.12 FEET; THENCE RUN NORTH 33°58'35" EAST FOR A DISTANCE OF 143.78 FEET; THENCE RUN NORTH 19°45'48" EAST FOR A DISTANCE OF 252.11 FEET; THENCE RUN NORTH 07°12'05" EAST FOR A DISTANCE OF 249.61 FEET; THENCE RUN NORTH 08°59'46" EAST FOR A DISTANCE OF 177.53 FEET; THENCE RUN NORTH 89°23'54" EAST FOR A DISTANCE OF 15.30 FEET; THENCE RUN NORTH 00°36'06" WEST FOR A DISTANCE OF 801.94 FEET; THENCE RUN NORTH 36°52'10" EAST FOR A DISTANCE OF 731.47 FEET TO A POINT ON THE EAST LINE OF AFORESAID 305 FOOT FLORIDA LIGHT AND POWER EASEMENT; THENCE RUN SOUTH 00°36'06" EAST ALONG SAID EAST LINE, CONTINUING ALONG SAID SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC FOR A DISTANCE OF 3171.55 FEET; THENCE RUN SOUTH 00°36'07" EAST CONTINUING ALONG SAID PROPERTY FOR A DISTANCE OF 531.81 FEET; THENCE DEPARTING SAID EASTERLY LINE AND CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: NORTH 89°23'54" EAST FOR A DISTANCE OF 116.71 FEET; THENCE RUN SOUTH 17°30'02" EAST FOR A DISTANCE OF 56.08 FEET; THENCE RUN SOUTH 39°34'45" EAST FOR A DISTANCE OF 35.62 FEET; THENCE RUN SOUTH 45°13'49" EAST FOR A DISTANCE OF 126.20 FEET; THENCE RUN SOUTH 33°56'47" EAST FOR A DISTANCE OF 139.30 FEET; THENCE RUN SOUTH 51°33'59" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 83°26'01" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 69°27'26" EAST FOR A DISTANCE OF 26.95 FEET; THENCE RUN SOUTH 32°35'52" EAST FOR A DISTANCE OF 70.47 FEET; THENCE RUN SOUTH 36°12'06" EAST FOR A DISTANCE OF 18.83 FEET; THENCE RUN SOUTH 56°36'18" EAST FOR A DISTANCE OF 56.62 FEET; THENCE RUN SOUTH 49°45'36" EAST FOR A DISTANCE OF 69.96 FEET; THENCE RUN SOUTH 26°00'00" EAST FOR A DISTANCE OF 165.00 FEET; THENCE RUN SOUTH 00°57'14" WEST FOR A DISTANCE OF 109.10 FEET; THENCE RUN SOUTH 20°00'00" EAST FOR A DISTANCE OF 92.00 FEET; THENCE RUN SOUTH 31°00'00" EAST FOR A DISTANCE OF 225.00 FEET; THENCE RUN SOUTH 13°33'59" EAST FOR A DISTANCE OF 129.51 FEET; THENCE RUN SOUTH 20°00'00" WEST FOR A DISTANCE OF 115.29 FEET; THENCE RUN SOUTH 30°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 14°30'00" WEST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 08°30'00" EAST FOR A DISTANCE OF 125.00 FEET TO THE NORTHERLY MOST PROPERTY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 2 MAP BOOK 53 PAGE 182; THENCE, THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF SAID PLAT: RUN SOUTH 41°30'00" WEST FOR A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 16°40'52" EAST FOR A DISTANCE OF 78.68 FEET; THENCE RUN SOUTH 04°00'00" WEST FOR A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 05°00'00" EAST FOR A DISTANCE OF 79.00 FEET; THENCE RUN SOUTH 14°00'00" EAST FOR A DISTANCE OF 87.00 FEET; THENCE RUN SOUTH 16°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 15°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 23°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 99.00 FEET; THENCE RUN SOUTH 29°30'00" EAST FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH 82°00'00" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 17°30'00" EAST FOR A DISTANCE OF 15.80 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 36°14'48" EAST, AND A CHORD DISTANCE OF 16.07 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°29'43" FOR AN ARC DISTANCE OF 16.36 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 06°55'27" EAST FOR A DISTANCE OF 192.85 FEET; THENCE RUN NORTH 74°43'22" EAST FOR A DISTANCE OF 66.63 FEET; THENCE RUN SOUTH 28°13'10" EAST FOR A DISTANCE OF 98.79 FEET; THENCE RUN NORTH 88°01'10" EAST FOR A DISTANCE OF 51.50 FEET; THENCE RUN SOUTH 81°23'13" EAST FOR A DISTANCE OF 85.59 FEET; THENCE RUN SOUTH 44°44'09" EAST FOR A DISTANCE OF 59.50 FEET; THENCE RUN SOUTH 09°34'39" EAST FOR A DISTANCE OF 63.06 FEET; THENCE RUN SOUTH 08°38'55" EAST FOR A DISTANCE OF 92.55 FEET; THENCE RUN SOUTH 12°16'20" EAST FOR A DISTANCE OF 88.33 FEET TO THE NORTHWESTERLY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID PLAT THE FOLLOWING COURSES: RUN SOUTH 30°27'29" EAST FOR A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 54°51'26" EAST FOR A DISTANCE OF 77.63 FEET; THENCE RUN SOUTH 18°55'57" EAST FOR A DISTANCE OF 70.72 FEET; THENCE RUN SOUTH 40°42'11" EAST FOR A DISTANCE OF 59.21 FEET; THENCE RUN SOUTH 16°14'15" EAST FOR A DISTANCE OF 61.95 FEET; THENCE RUN SOUTH 03°22'23" WEST FOR A DISTANCE OF 57.23 FEET; THENCE RUN SOUTH 09°13'20" EAST FOR A DISTANCE OF 64.14 FEET; THENCE RUN SOUTH 46°30'36" WEST FOR A DISTANCE OF 91.03 FEET; THENCE RUN SOUTH 45°13'00" WEST FOR A DISTANCE OF 49.15 FEET; THENCE RUN SOUTH 41°00'17" WEST FOR A DISTANCE OF 72.18 FEET; THENCE RUN SOUTH 63°03'16" WEST FOR A DISTANCE OF 75.32 FEET; THENCE RUN NORTH 79°18'16" WEST FOR A DISTANCE OF 84.73 FEET; THENCE RUN NORTH 37°55'31" WEST FOR A DISTANCE OF 40.72 FEET; THENCE RUN SOUTH 54°17'06" WEST FOR A DISTANCE OF 38.98 FEET; THENCE RUN SOUTH 54°14'03" WEST FOR A DISTANCE OF 93.63 FEET; THENCE RUN SOUTH 06°57'55" WEST FOR A DISTANCE OF 111.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 7,612,346 SQUARE FEET OR 174.76 ACRES, MORE OR LESS

LESS AND EXCEPT (PROPOSED DUNN AVENUE)

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 89°31'51" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1697.61 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°36'06" WEST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2057.50 FEET, WITH A CHORD BEARING OF NORTH 18°08'02" EAST, AND A CHORD DISTANCE OF 1321.74 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 37°29'16" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1345.59 FEET TO A POINT OF TANGENCY, BEING A POINT ON THE AFORESAID SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002; THENCE RUN NORTH 36°52'10" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 33.62 FEET; THENCE CONTINUE SOUTH 00°36'06" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 195.27 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1942.50 FEET, WITH A CHORD BEARING OF SOUTH 16°20'35" WEST, AND A CHORD DISTANCE OF 1132.28 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 33°53'22" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1148.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°36'06" EAST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1432.50 FEET, WITH A CHORD BEARING OF SOUTH 16°34'54" WEST, AND A CHORD DISTANCE OF 846.42 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°22'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 859.24 FEET TO A POINT ON A NON TANGENT LINE ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799, PAGE 2846 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 02°10'05" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 145.85 FEET; THENCE CONTINUE NORTH 14°56'02" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 50.80 FEET TO A POINT ON A NO TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1317.50 FEET, WITH A CHORD BEARING OF NORTH 13°16'39" EAST, AND A CHORD DISTANCE OF 632.08 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27°45'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 638.30 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 551,228 SQUARE FEET OR 12.65 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY

AND CONTAINS 7,061,118 SQUARE FEET OR 162.10 ACRES, MORE OR LESS

Phase C1 Legal Descripton

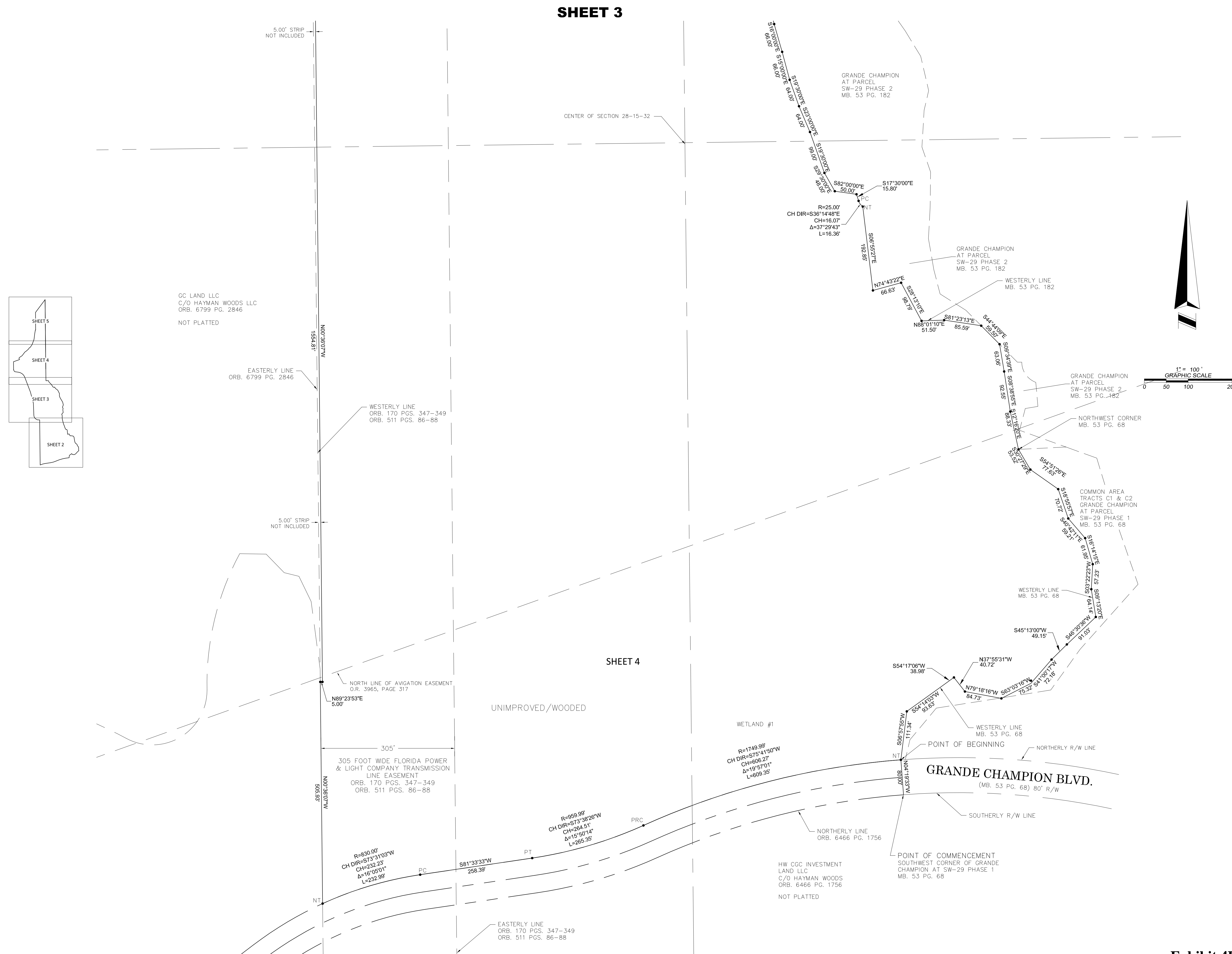
## Integrated LPGA Phase B1 & C1

**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAVTONA BEACH, VOLusia COUNTY, FLORIDA

FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
DRAWN BY: \_\_\_\_\_ BRH/DY  
CHECKED BY: \_\_\_\_\_ JLR



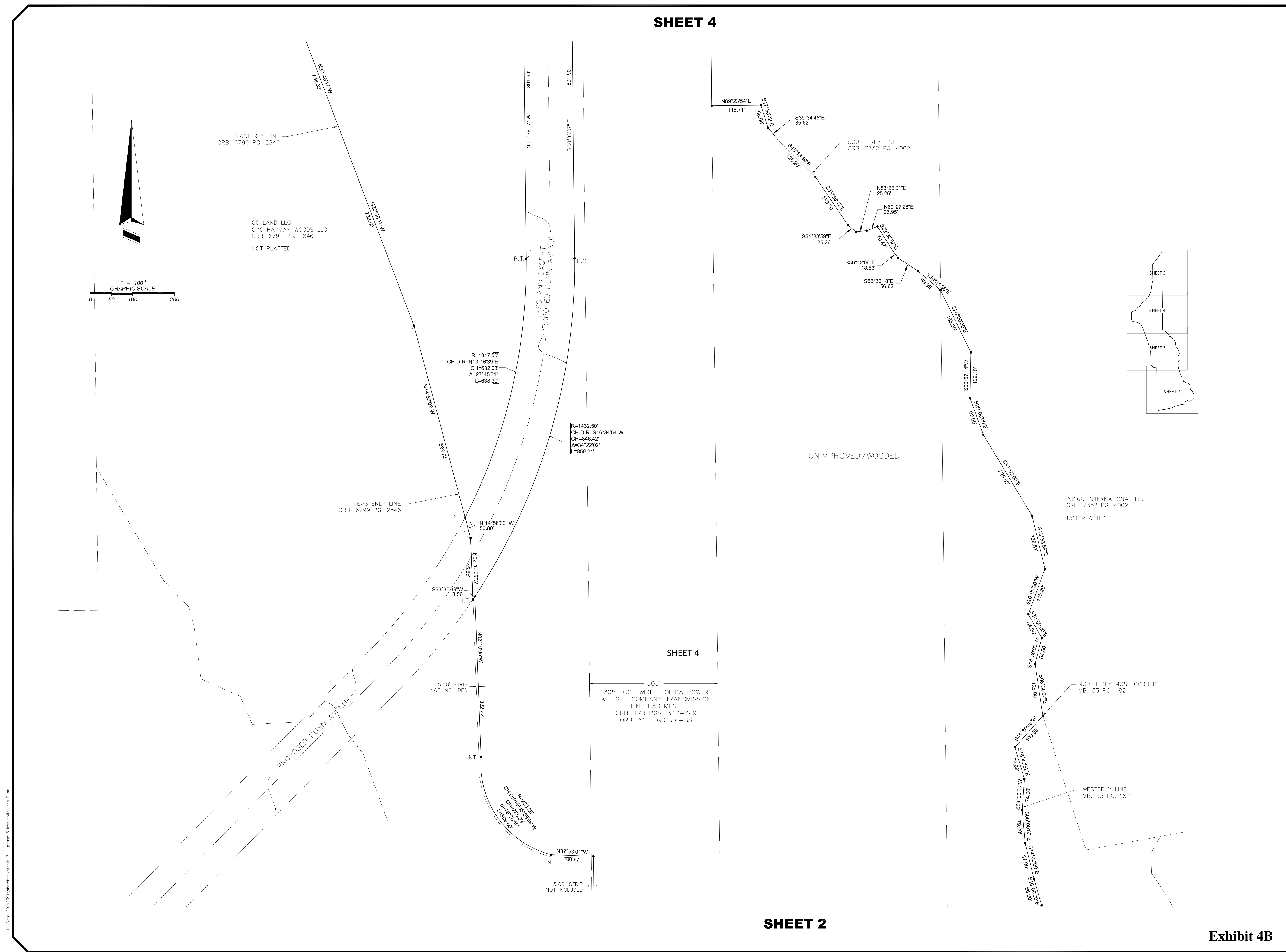
## Exhibit 4B

**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAVTONA BEACH, VOLusia COUNTY, FLORIDA

FOR:


JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
DRAWN BY: \_\_\_\_\_ BRH/DY  
CHECKED BY: \_\_\_\_\_ JLR

SHEET 3 OF 5



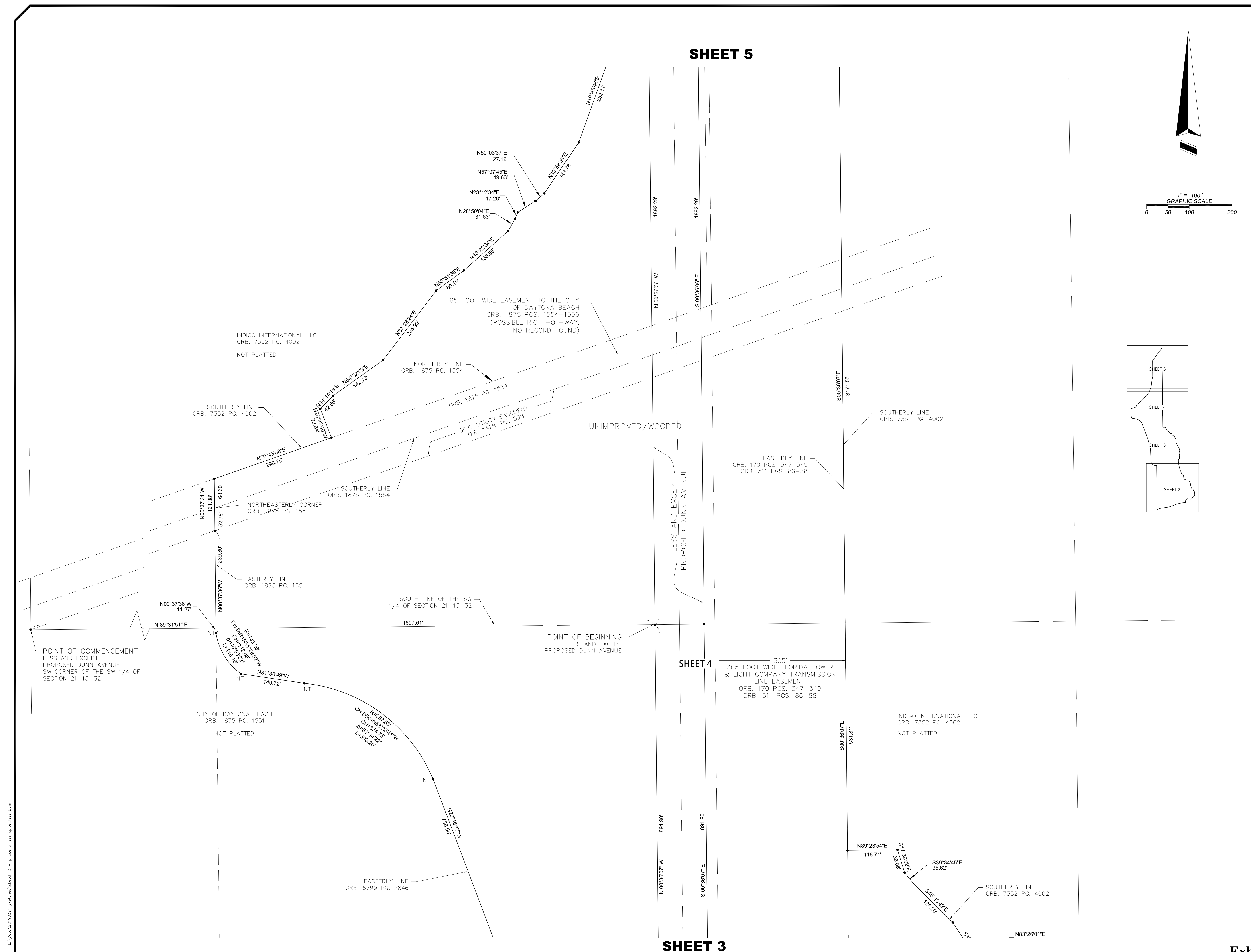
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DANTONA, DEAL, POLK COUNTY, FLORIDA

FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
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SHEET 4 OF 5

**Exhibit 4B**



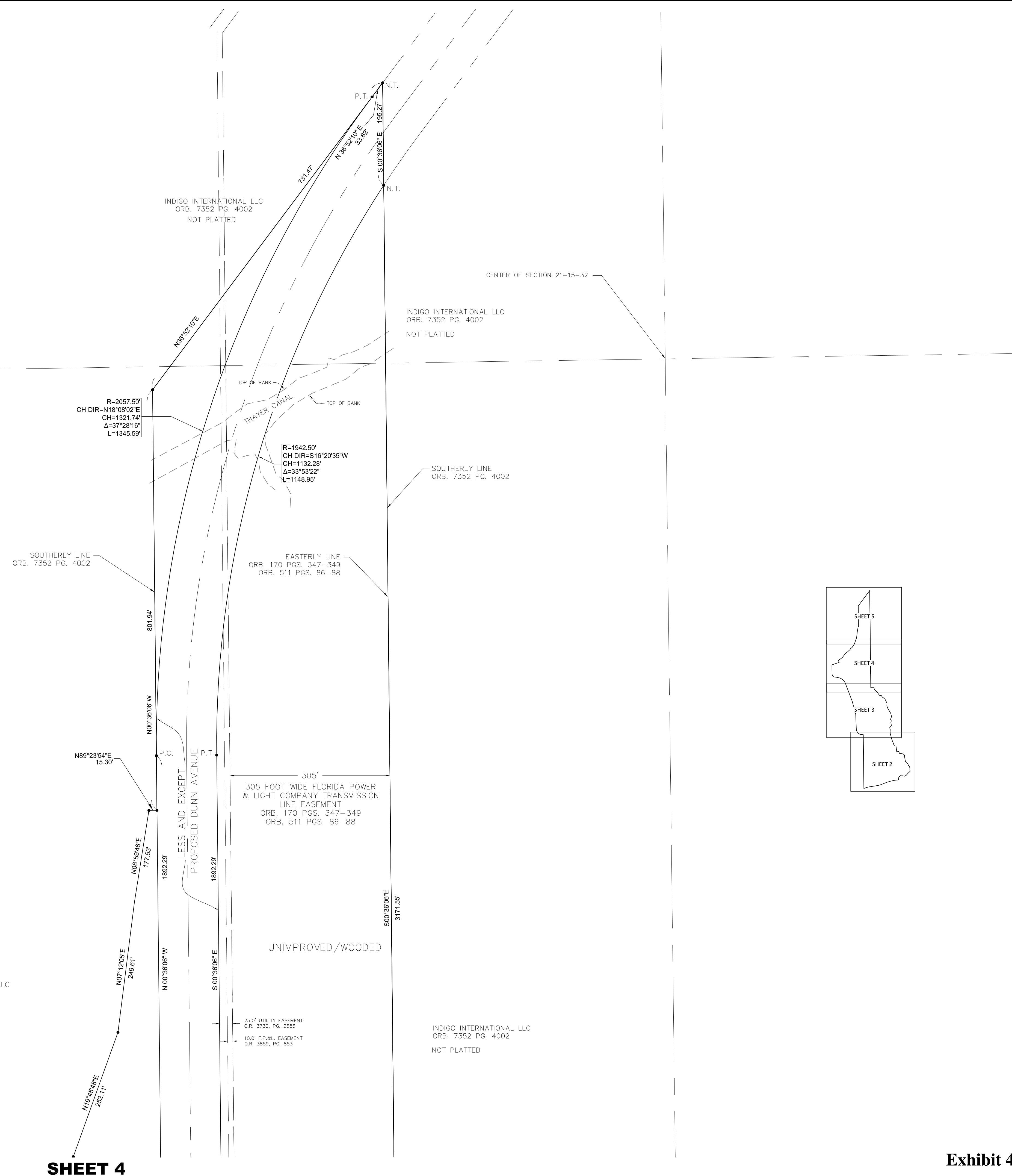
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAVTONA BEACH, VOLUISIA COUNTY, FLORIDA

FOR:

[illegible]

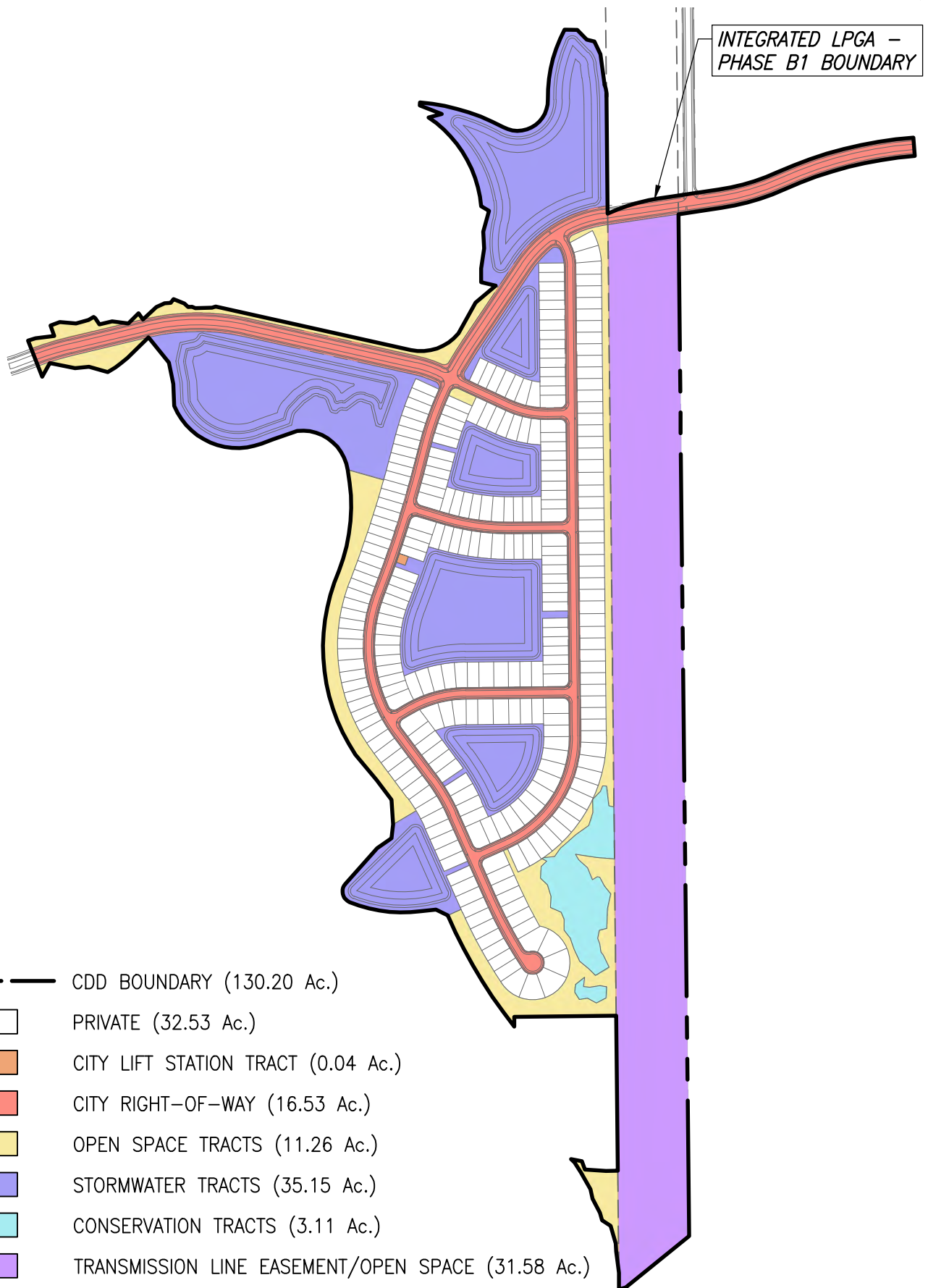
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FIELD BY: \_\_\_\_\_ BA/SM  
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SHEET 5 OF 5



## Exhibit 4B





Proposed Public and Private Uses Within CDD

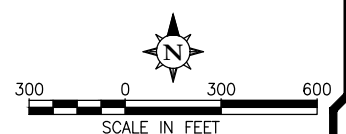
## Integrated LPGA Phase B1

June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

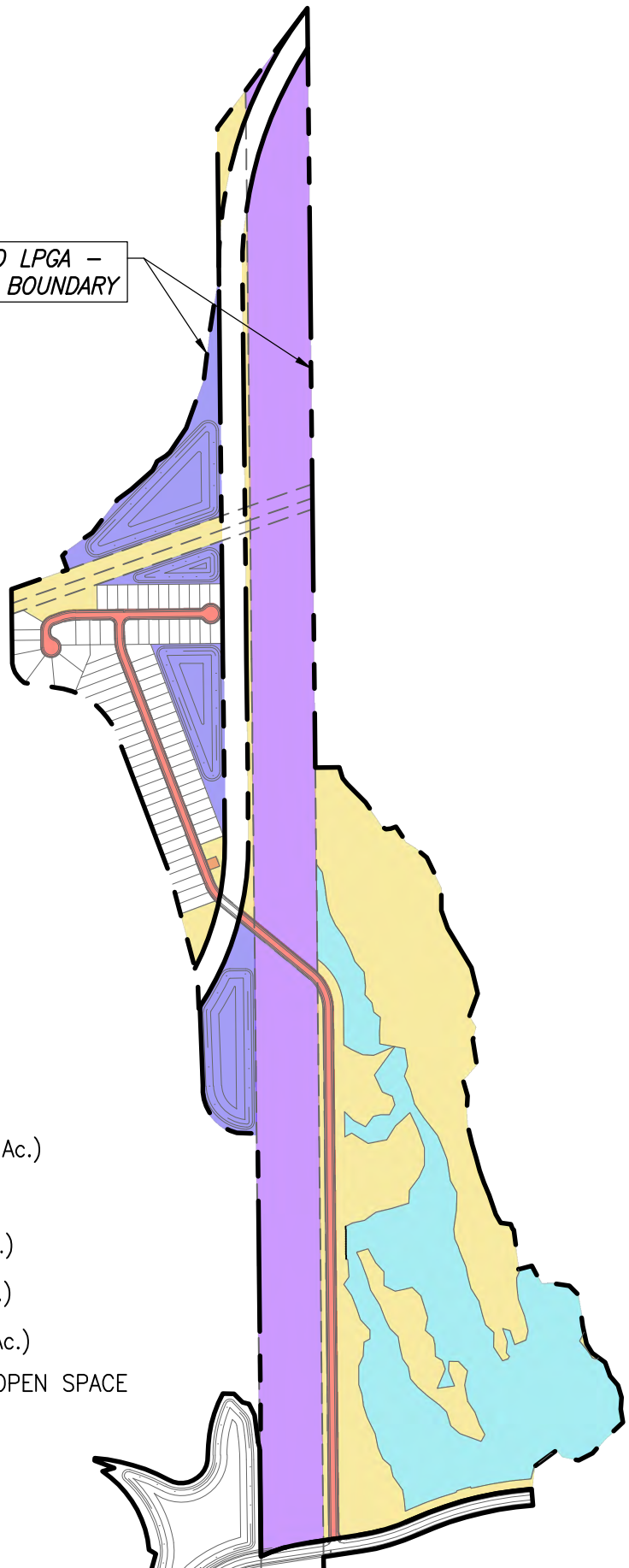
www.poulosandbennett.com  
Certificate of Authorization No. 28567



**Exhibit 5**

INTEGRATED LPGA –  
PHASE C1 BOUNDARY

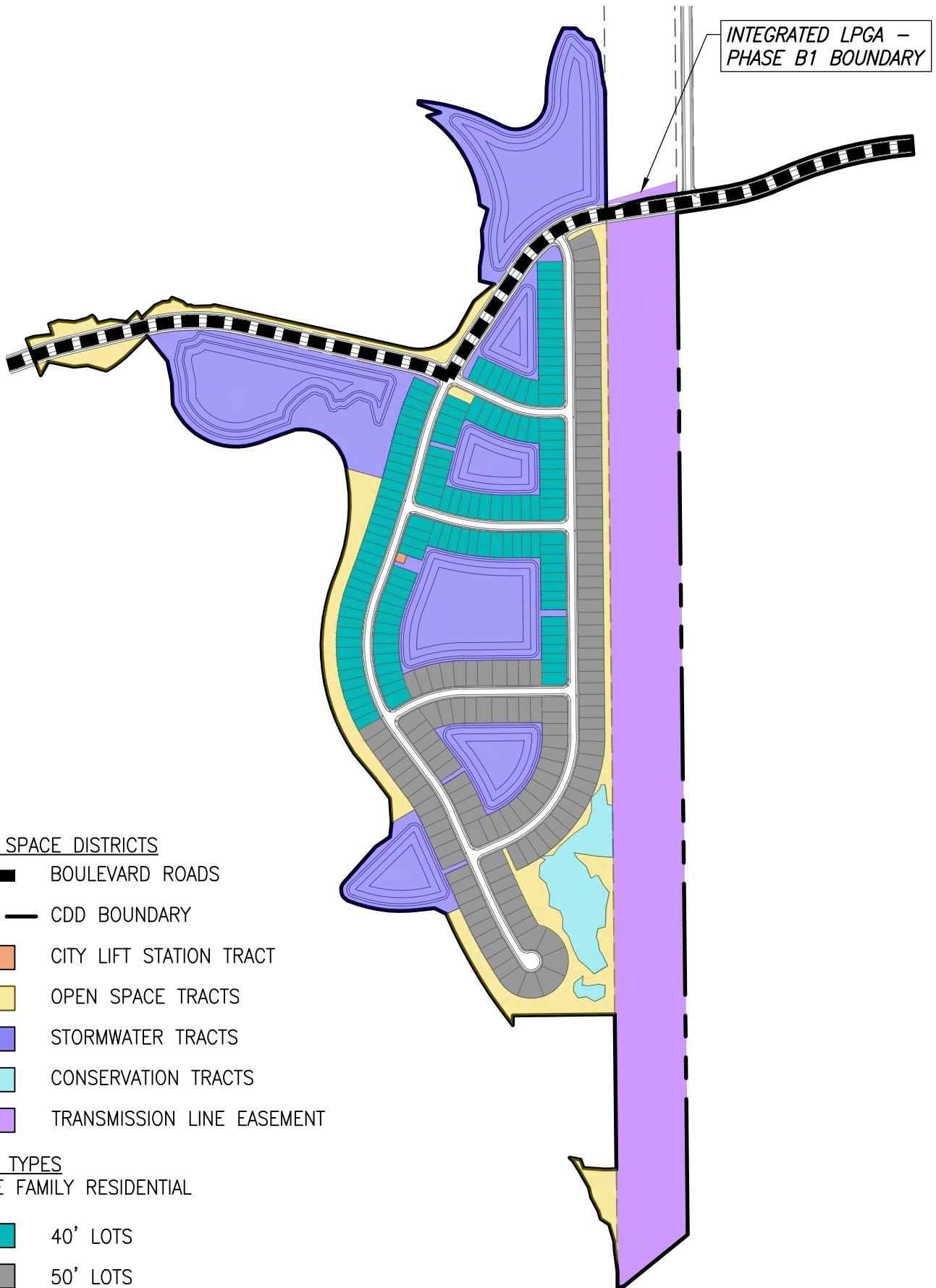
- CDD BOUNDARY (162.10 Ac.)
- PRIVATE (13.33 Ac.)
- CITY LIFT STATION TRACT (0.06 Ac.)
- CITY RIGHT-OF-WAY (6.70 Ac.)
- OPEN SPACE TRACTS (46.38 Ac.)
- STORMWATER TRACTS (16.97 Ac.)
- CONSERVATION TRACTS (30.13 Ac.)
- TRANSMISSION LINE EASEMENT/OPEN SPACE (48.53 Ac.)



Proposed Public and Private Uses Within CDD

## Integrated LPGA Phase C1





Site Plan

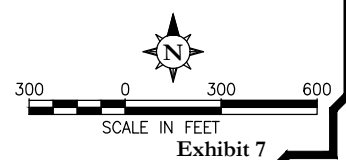
## Integrated LPGA Phase B1

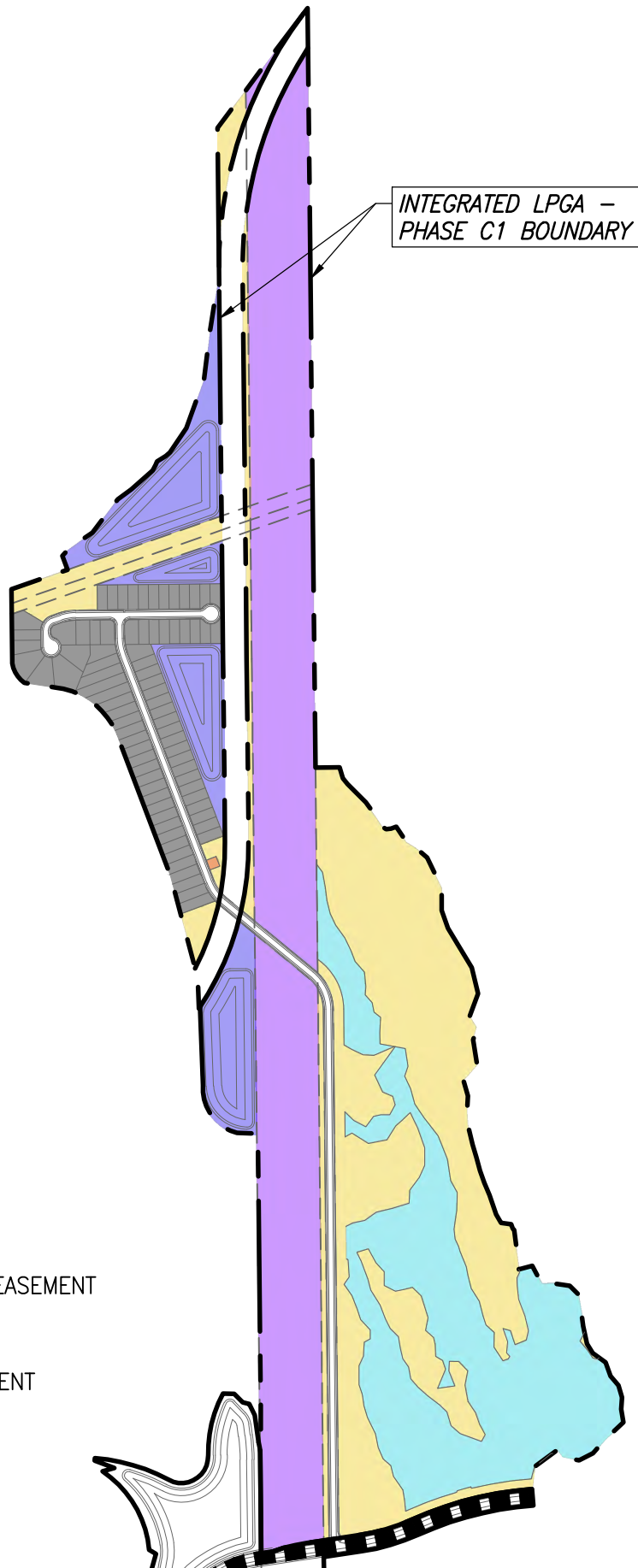
**POULOS & BENNETT**

June 4, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

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#### OPEN SPACE DISTRICTS

■■■■ BOULEVARD ROADS

----- CDD BOUNDARY

■■■■ CITY LIFT STATION TRACT

■■■■ OPEN SPACE TRACTS

■■■■ CITY OF DAYTONA BEACH EASEMENT

■■■■ STORMWATER TRACTS

■■■■ TRANSMISSION LINE EASEMENT

#### PLACE TYPES

SINGLE FAMILY RESIDENTIAL

■■■■ 50' LOTS

Site Plan

## Integrated LPGA Phase C1

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
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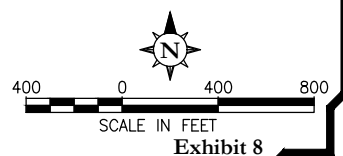
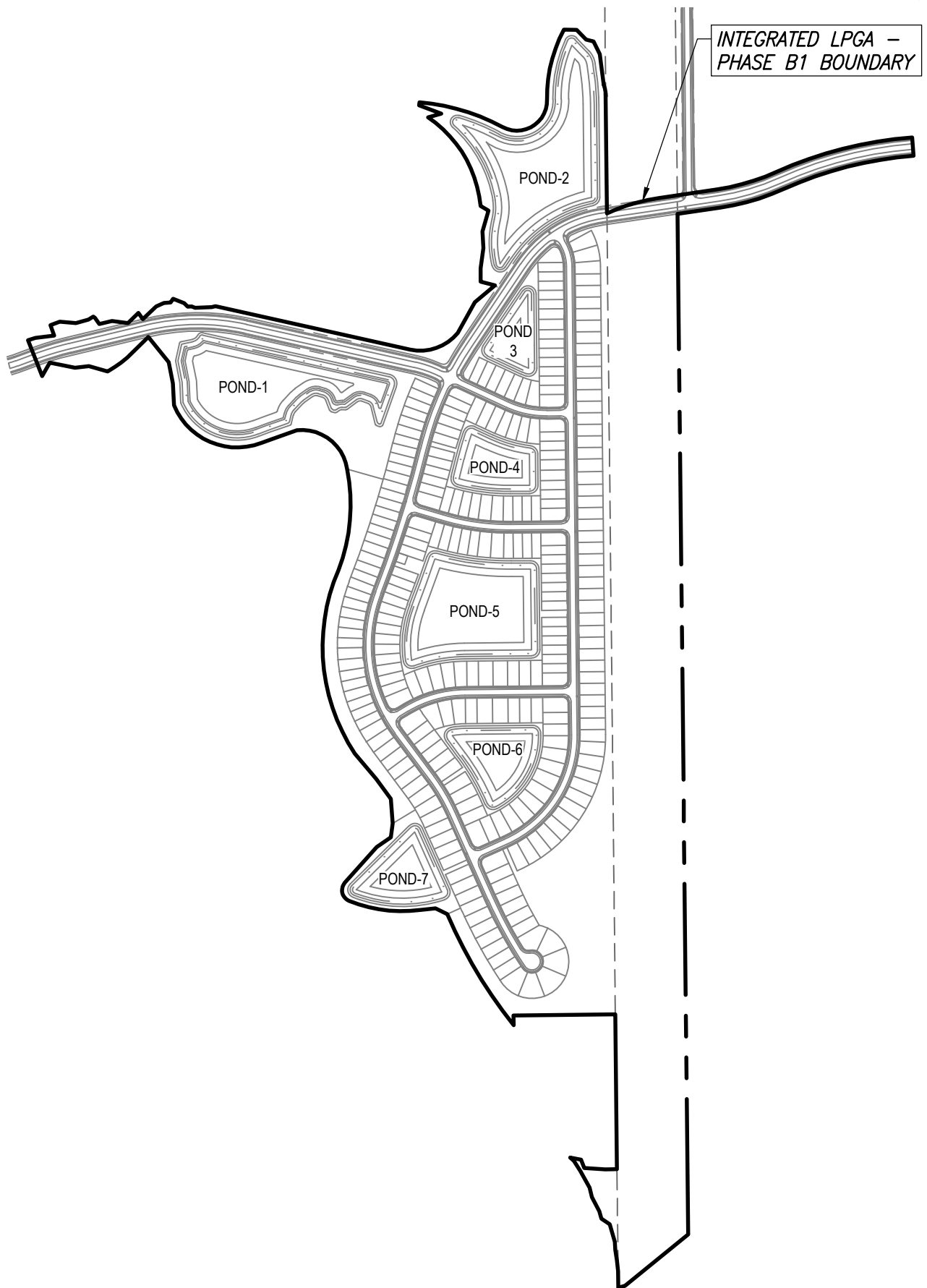


Exhibit 8



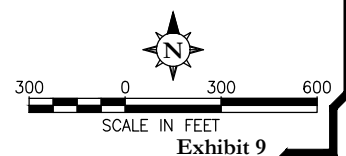
Drainage Map  
**Integrated LPGA Phase B1**

June 24, 2021  
P & B Job No.: 19-170

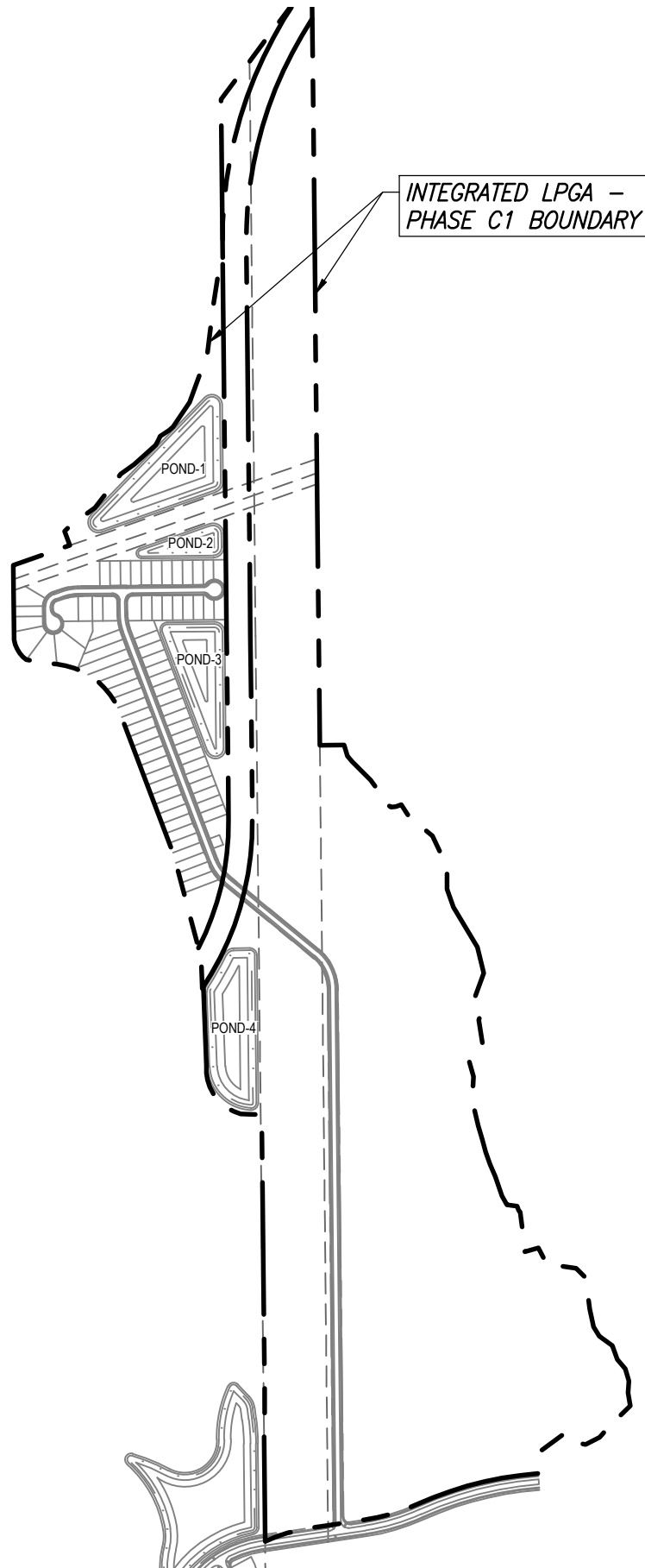
2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

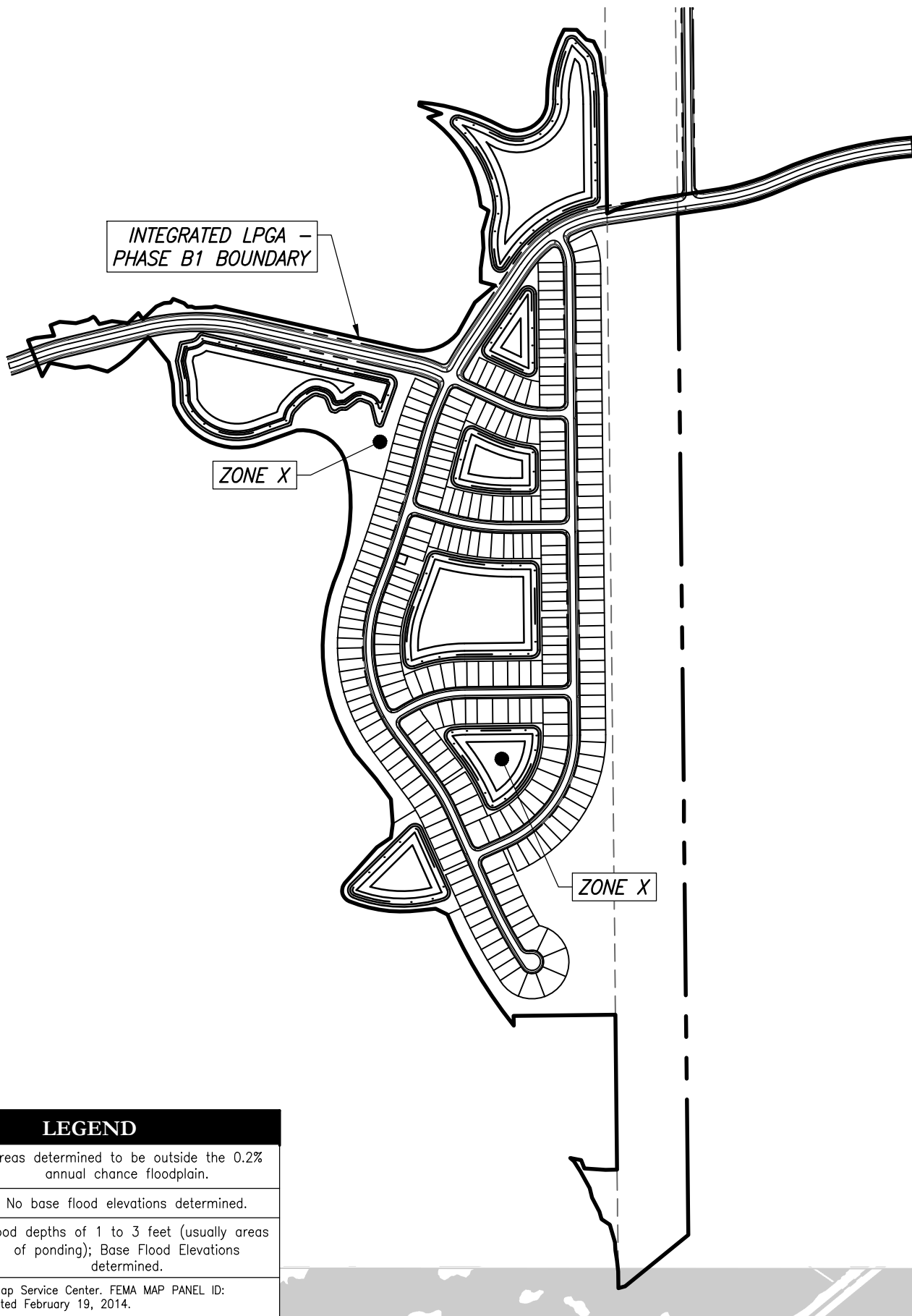
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**Exhibit 9**





### LEGEND

Zone X	Areas determined to be outside the 0.2% annual chance floodplain.
Zone A	No base flood elevations determined.
Zone AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

SOURCE: FEMA Map Service Center. FEMA MAP PANEL ID: 12127C0363H dated February 19, 2014.

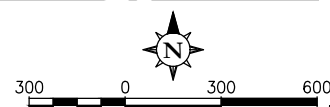
FEMA 100-Year Floodplain

## Integrated LPGA Phase B1

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SCALE IN FEET

Exhibit 11

June 24, 2021  
P & B Job No.: 19-170



ZONE X

ZONE X

INTEGRATED LPGA –  
PHASE C1 BOUNDARY

ZONE X

LEGEND	
Zone X	Areas determined to be outside the 0.2% annual chance floodplain.
Zone A	No base flood elevations determined.
Zone AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
SOURCE: FEMA Map Service Center. FEMA MAP PANEL ID: 12127C0363H dated February 19, 2014.	

FEMA 100-Year Floodplain

## Integrated LPGA Phase C1

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
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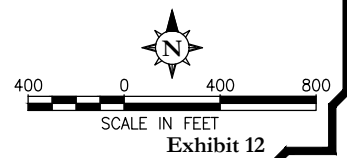
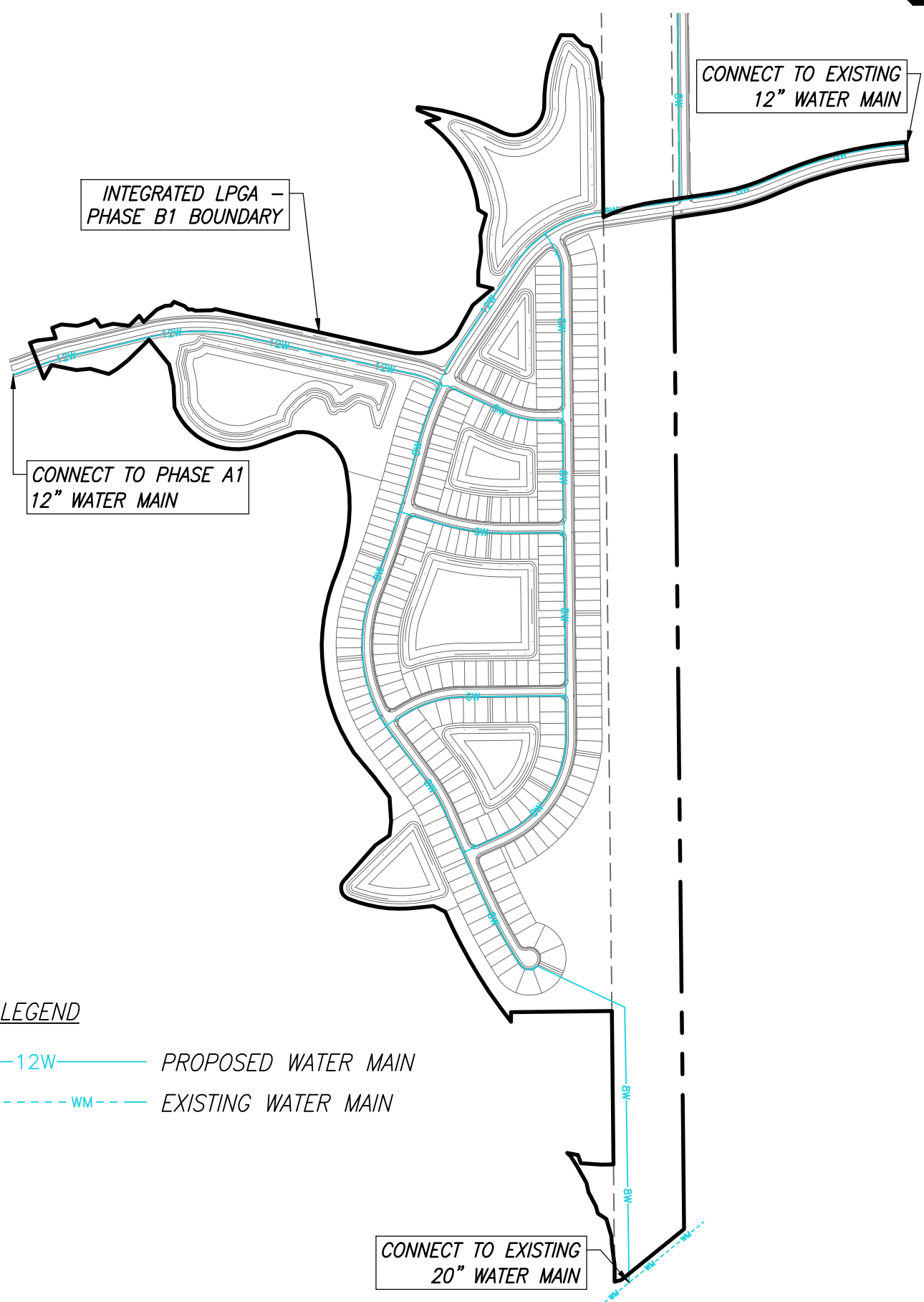


Exhibit 12



LEGEND

- 12W —— PROPOSED WATER MAIN
- - - WM - - - EXISTING WATER MAIN

CONNECT TO EXISTING  
20" WATER MAIN

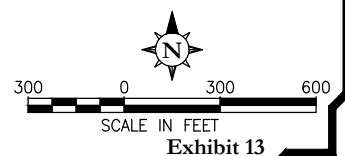
Potable Water Distribution System  
**Integrated LPGA Phase B1**

**POULOS & BENNETT**

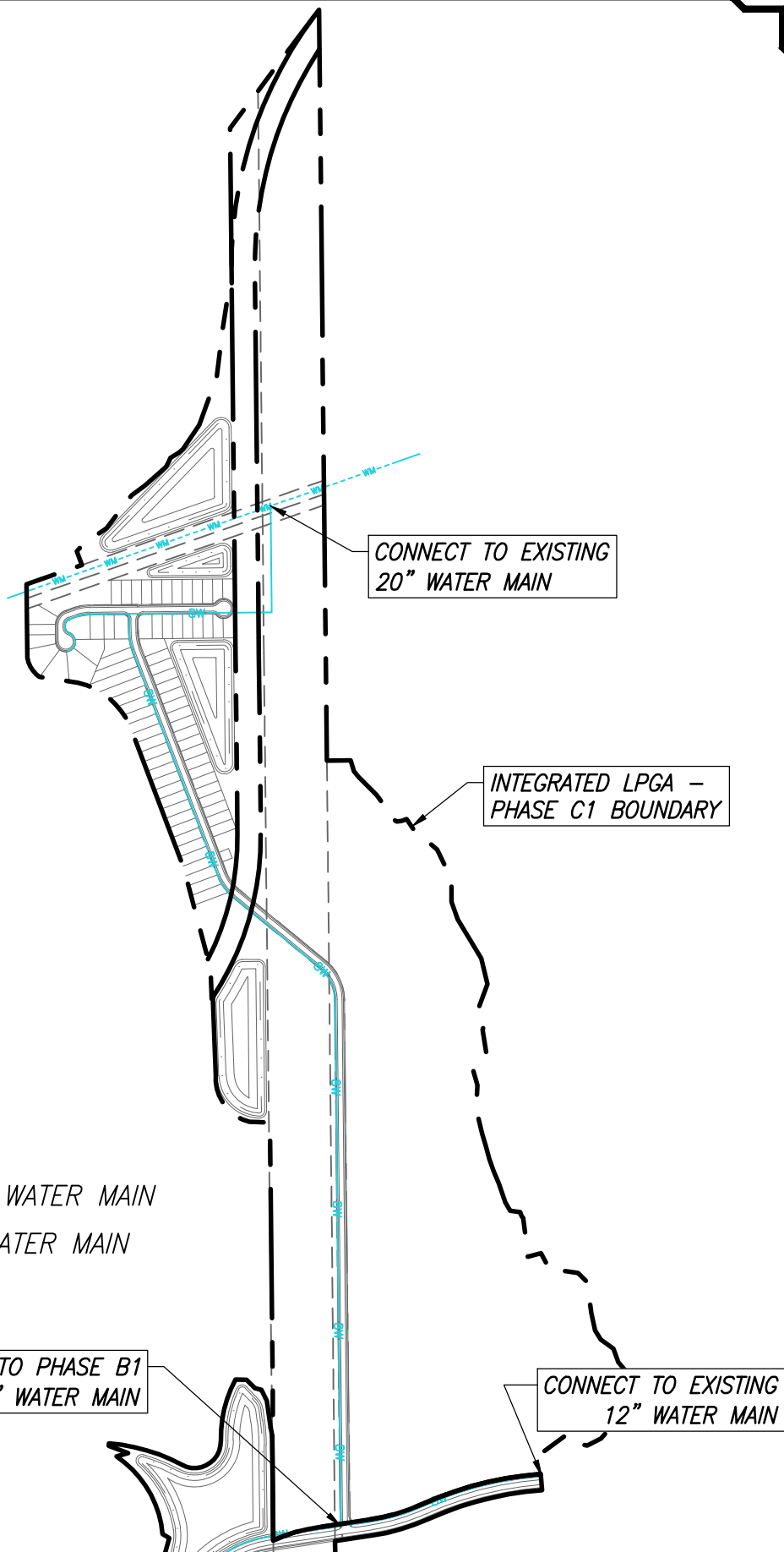
June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803- 407.487.2594

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**Exhibit 13**



LEGEND

- 12W — PROPOSED WATER MAIN  
 --- WM --- EXISTING WATER MAIN

CONNECT TO PHASE B1  
8" WATER MAIN

CONNECT TO EXISTING  
20" WATER MAIN

INTEGRATED LPGA —  
PHASE C1 BOUNDARY

CONNECT TO EXISTING  
12" WATER MAIN

Potable Water Distribution System

## Integrated LPGA Phase C1

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

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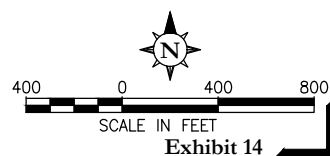
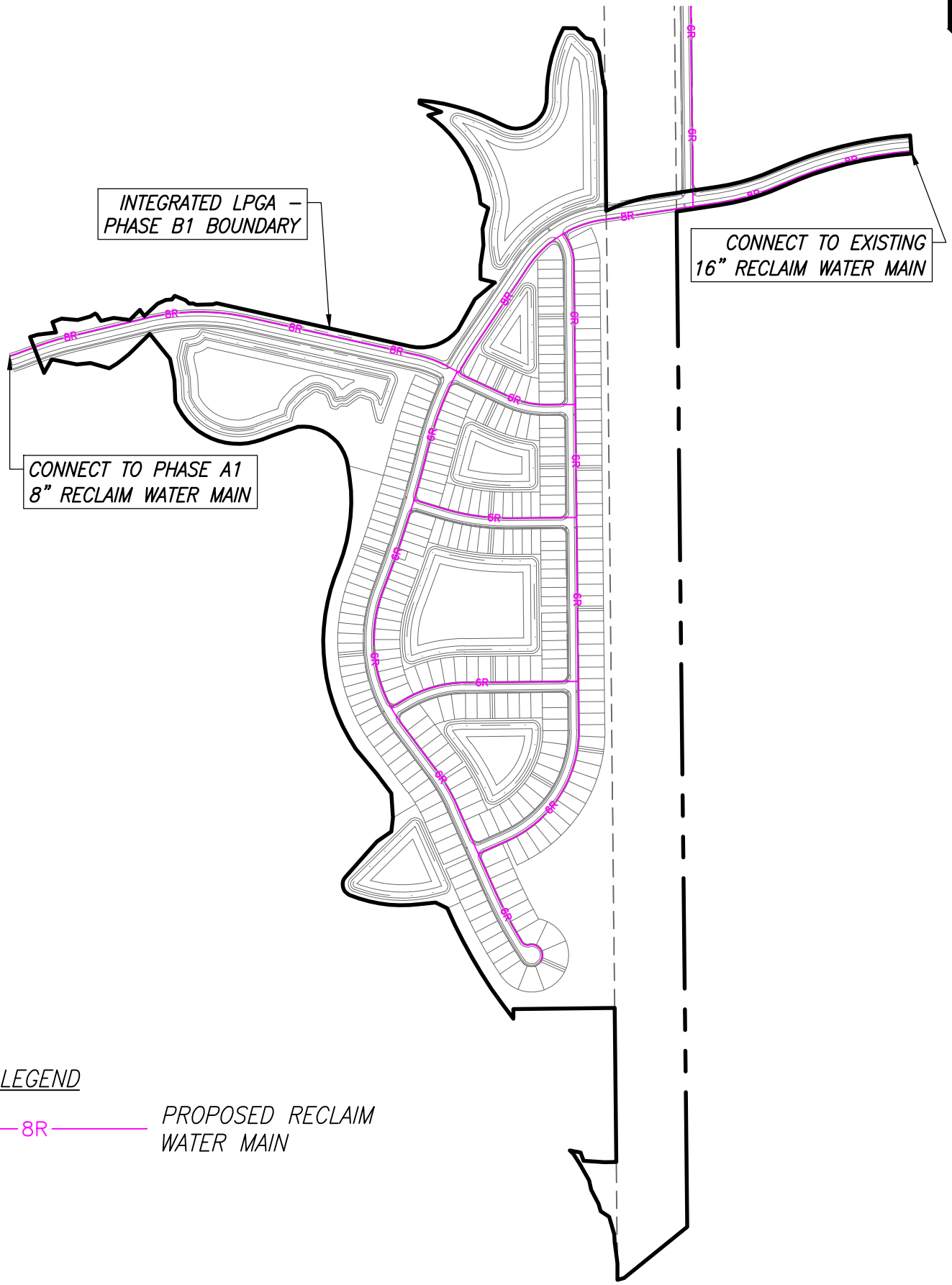


Exhibit 14





LEGEND

— 8R — PROPOSED RECLAIM  
WATER MAIN

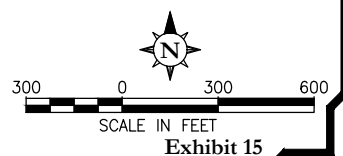
Reclaim Water Distribution System  
**Integrated LPGA Phase B1**

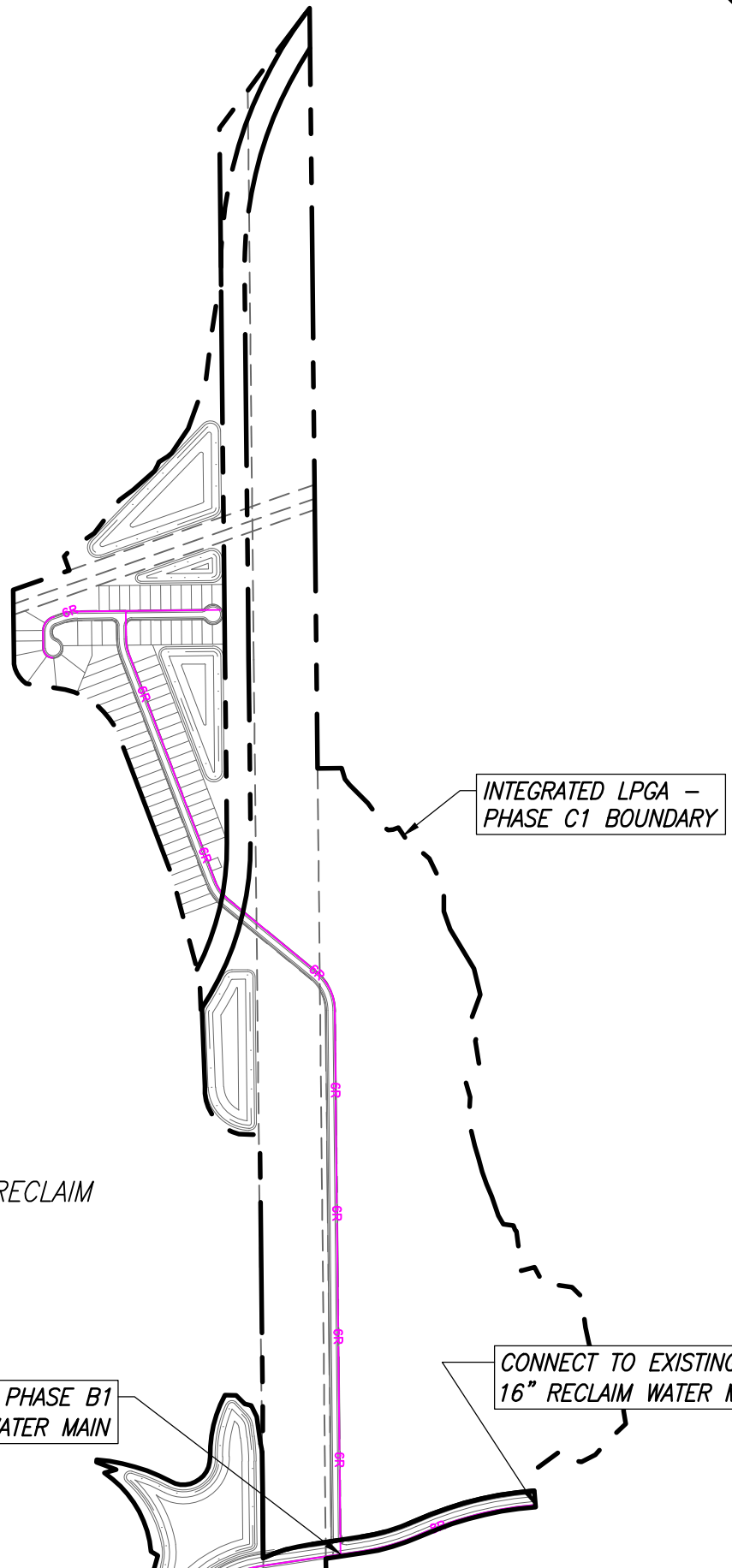
**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

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LEGEND

— 8R —

PROPOSED RECLAIM  
WATER MAIN

CONNECT TO PHASE B1  
8" RECLAIM WATER MAIN

INTEGRATED LPGA -  
PHASE C1 BOUNDARY

CONNECT TO EXISTING  
16" RECLAIM WATER MAIN

Reclaim Water Distribution System

## Integrated LPGA Phase C1

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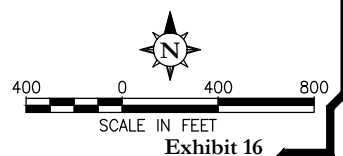
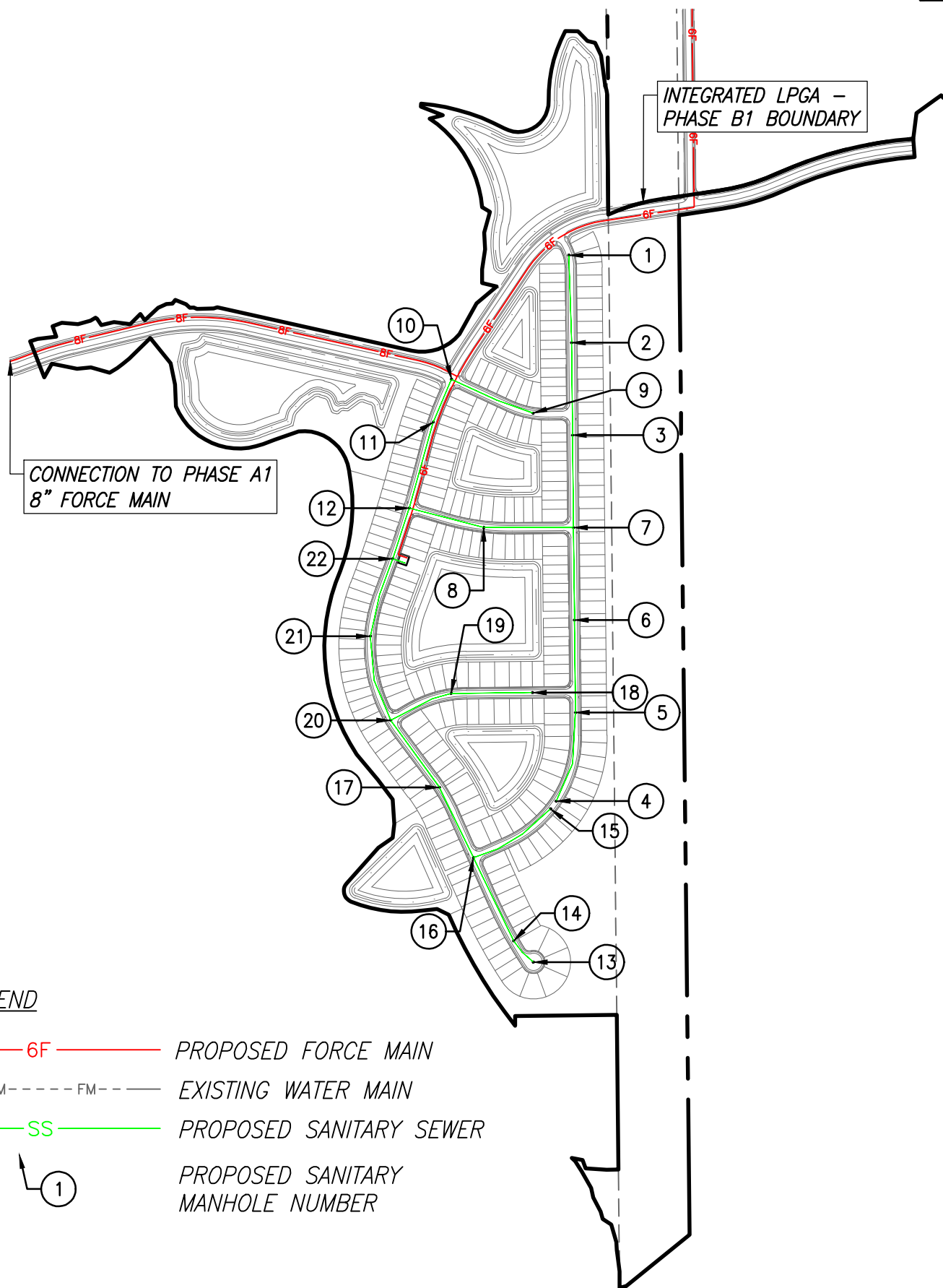


Exhibit 16



# LEGEND

- 6F —— PROPOSED FORCE MAIN
- FM --- FM --- EXISTING WATER MAIN
- SS —— PROPOSED SANITARY SEWER
- 1 PROPOSED SANITARY MANHOLE NUMBER

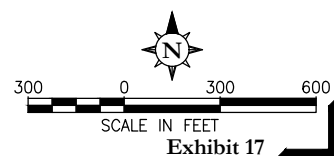
## Wastewater Collection System **Integrated LPGA Phase B1**

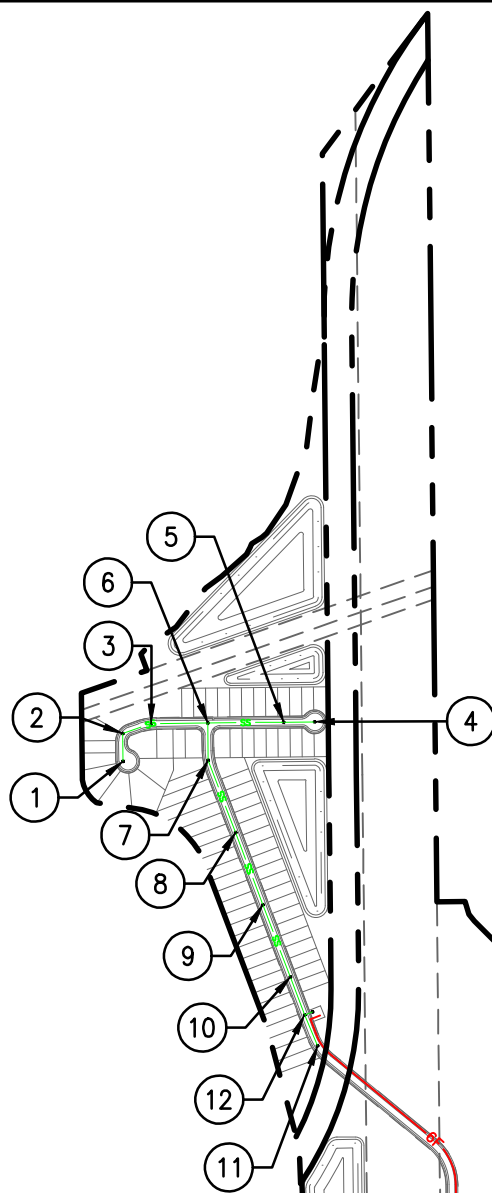
**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

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# LEGEND

- 12F —— PROPOSED FORCE MAIN
- - - FM - - - FM - - - EXISTING WATER MAIN
- SS —— PROPOSED SANITARY SEWER
- 1 PROPOSED SANITARY MANHOLE NUMBER

Wastewater Collection System

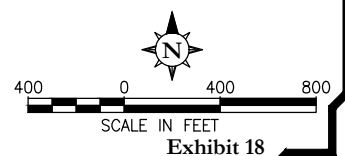
## **Integrated LPGA Phase C1**

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

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**Exhibit 18**

**EXHIBIT 19**  
**Inetgrated LPGA - Phases B1 & C1**  
**Estimate of Probable Capital Improvement Costs**  
**June 24, 2021**

**PHASE B1**

<b>Facility</b>	<b>Estimated Cost</b>
Undergrounding of Electrical Distribution & Street Lighting Along Grand Champion Blvd	\$505,750
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	\$2,519,926
Master Stormwater Management System (Drainage pipes, Ponds & Outfall Structures)	\$3,481,113
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$632,029
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$1,025,601
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$475,660
Grand Champion Blvd. Landscaping, Irrigation and Hardscape	\$1,405,625
<b>Subtotal</b>	<b>\$10,045,704</b>
<b>Professional Fees (10%)</b>	<b>\$1,004,570</b>
<b>Subtotal</b>	<b>\$11,050,274</b>
<b>Contingency (10%)</b>	<b>\$1,004,570</b>
<b>Phase B1 Total</b>	<b>\$12,054,845</b>

**PHASE C1**

<b>Facility</b>	<b>Estimated Cost</b>
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	\$378,711
Master Stormwater Management System (Drainage pipes, Ponds & Outfall Structures)	\$1,347,713
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$229,845
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$593,353
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$126,115
<b>Subtotal</b>	<b>\$2,675,737</b>
<b>Professional Fees (10%)</b>	<b>\$267,574</b>
<b>Subtotal</b>	<b>\$2,943,311</b>
<b>Contingency (10%)</b>	<b>\$267,574</b>
<b>Phase C1 Total</b>	<b>\$3,210,884</b>
<b>Grand Total Phases B1 &amp; C1</b>	<b>\$15,265,729</b>

4.

**DRAFT**

**Indigo  
Community Development District**

**Master Special Assessment Methodology Report  
For the Integrated LPGA – Phases B1 and C1  
Development**

**September 22, 2021**

**Prepared by**

**Governmental Management Services, LLC**

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## **1.0 Introduction**

### **1.1 Purpose**

This report provides a methodology for allocating the proposed debt to be incurred by the Indigo Community Development District ("Indigo CDD", "Indigo" or "District") to properties in the Integrated LPGA – Phases B1 and C1 Development ("LPGA – Phases B1 and C1" or "Development") and for allocating the initial par amount of bonds being issued by the District to fund certain infrastructure improvement to such lands. The District's debt will fund infrastructure improvements that will allow the development of the property in LPGA - Phases B1 & C1. The methodology allocates this debt to such property based upon the special benefits each receives from the infrastructure program. In this case the LPGA – Phase B1 and C1 property located within the District includes approximately 292.30 acres located in the City of Daytona Beach ("City"), Florida. This 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 the case law on this subject.

### **1.2 Scope of the Report**

This report presents the master projections for financing the District's capital requirements necessary to provide the community infrastructure improvements (the "Capital Improvement Program", "CIP" or "Improvements") described in the Indigo Community Development District Integrated LPGA- Phases B1 and C1 Engineers Report dated June 24, 2021 (the "Engineer's Report" and the improvements described therein, the "Phases B1 and C1 Project"). The Report also describes the master apportionment of benefits and special assessments resulting from the provision of improvements to the lands within the District.

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

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

However, as discussed within this report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to other property within the District. The improvements enable properties within the District boundaries to be developed. Without the Improvements, there would be no infrastructure to support development of land within the District. Without these Improvements, state law would prohibit development of property within the District.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the Improvements. However, these are incidental to the Improvement Program, which is designed solely to provide special benefits peculiar to property within the Development. Properties outside the Development do not depend upon the Development's Capital Improvement Program as defined herein to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the LPGA – Phase B1 and C1 properties receive compared to those lying outside of the Development's boundaries. Even though the exact value of the benefits provided by the Improvements is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing same.

### **1.4 Organization of this Report**

*Section Two* describes the development program as proposed by the Developer.

*Section Three* provides a summary of the Capital Improvement Program for the LPGA – Phase B1 and C1 lands as determined by the District Engineer.

*Section Four* discusses the financing program for the District.

*Section Five* introduces the Assessment Methodology.

## **2.0 Development Program for LPGA – Phases B1 and C1**

### **2.1 Overview**

The LPGA – Phases B1 and C1 Development is designed as a single family residential community, located within the City of Daytona Beach, Florida. The proposed land use within the District is consistent with City of Daytona Beach Land Use and Comprehensive Plans.

### **2.2 The Development LPGA – Phases B1 and C1**

The Development will consist of approximately 405 single-family residential homes.

## **3.0 The Capital Improvement Program for LPGA – Phases B1 and C1**

### **3.1 Engineering Report**

The Improvements to be funded by the Indigo CDD for the LPGA – Phases B1 and C1 Development are determined by the District Engineer in the Engineer's Report. Only infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, was included in these estimates.

### **3.2 Capital Improvement Program**

The proposed Improvements to serve the Development consist of certain roadway improvements including onsite/offsite, underground electrical and streetlighting improvements, storm water management facilities, utility improvements and entry features / signage, landscaping and hardscaping improvements. The Improvements to, be

constructed, will represent a system of improvements that irrespective of certain exceptions described further in Section 5.1 of this Report, will provide benefits to all lands within the Development.

At the time of this writing, the total costs of the District's Capital Improvement Program for the Development according to the Engineer's Report dated 6/24/21 were projected at \$15,265,729 and include provisions for contingency, design and permitting.

## **4.0 Financing Program for LPGA – Phases B1 and C1**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements, which will facilitate the development of lands within the LPGA – Phases b1 and C1 lands. Construction of certain Improvements may be funded by the Developer and acquired by the District under an agreement between the District and the Developer or may be funded directly by the District. The structure of financing presented below is preliminary and subject to change.

It is currently contemplated that the District will finance all or a portion of its Improvements with Special Assessment Bonds. The preliminary financing plan for the District anticipates the issuance of Special Assessment Bonds in the principal amount of \$20,030,000 to fund all or a portion of the District's Capital Improvement Program, as shown in Table 3.

### **4.2 Types of Special Assessment Bonds Proposed**

The Special Assessment Bonds preliminary sizing assume an issuance date of November 1, 2021. Special Assessment Bonds will be repaid with thirty principal installments commencing on May 1, 2024 with interest paid semiannually every May 1 and November 1 commencing May 1, 2022. Included with the bond funding is a provision for approximately twenty four months of capitalized interest, thru 11/1/2023.

As projected in the current master financing plan, in order to finance all or a portion of the District's CIP, the District will need to potentially incur indebtedness in the total amount of approximately \$20,030,000.

The difference between the Bond debt and the CIP is comprised of costs of issuance including underwriter's discount and professional fees associated with debt issuance, capitalized interest costs through 11/1/2023, and a debt service reserve equal to the maximum annual debt service.

Preliminary sources and uses of funding are presented in **Table 3** in the Appendix.

Please note that the structure of the Special Assessment Bonds is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as other reasons. The District maintains complete flexibility as to the structure of the Special Assessment Bonds.

## **5.0 Assessment Methodology**

### **5.1 Overview**

Special Assessment Bonds provide the District with funds to construct and/or acquire the CIP outlined in *Section 3.2*. These Improvements lead to special and general benefits, with special benefits accruing generally to the properties within the boundaries of the District and general benefits accruing to areas outside the District and being only incidental in nature. The debt incurred in financing the Improvements will be paid off by assessing properties that derive special and peculiar benefits from the proposed projects. All properties that receive special benefits from the District's improvement program will be assessed.

## 5.2 Assigning Debt

The current development plan for the District projects construction of infrastructure for approximately 405 single-family residential homes, however, the planned unit numbers and land use types may change.

The Improvements provided by the District will include roadway improvements, storm water management facilities, utility improvements, hardscape including entry features/signage, landscaping improvements and recreation improvements. All residential development within the District will benefit from all infrastructure improvement categories, as the Improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements. Benefited units will be based on an equivalent residential unit ("ERU") basis as determined for each single family residential unit based on the front footage of the lot. A 40' lot is utilized as the basis of one ERU. The current development program provides for 40' and 50' lots with a 50' lot having an ERU of 1.25.

As the provision of the above listed Improvements by the District will make the lands in the lands within LPGA – Phases B1 and C1 developable, the land will become more valuable to their owners. The increase in the value of the land provides the logical benefit of Improvements that accrues to the developable parcels within the District.

Initially, the assessments will be levied on all assessable lands within the Development based on the approved site plan on an equal acreage basis within each parcel, because at that juncture, every acre benefits equally from the Improvements. As lands are platted the first platted lots will be assigned debt and related assessments based upon the front footage of each lot in accordance with **Table 4**.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, as it may be

classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed Improvement costs have been allocated to each residential lot based on an equivalent residential unit (ERU) basis relative to the front footage of each lot.

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

As first discussed in Section 1.3, Special Benefits and General Benefits, Improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The Improvements benefit properties within the District and accrue to all assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from each Improvement undertaken by the District are:

- a. Roadway and Drainage Improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- b. Storm Water Management facilities result in special and peculiar benefits such as the added use of the property, decreased insurance premiums, added enjoyment of the property, and likely increased marketability of the property.
- c. Water/Sewer and Reuse Utility Improvements result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- d. Hardscaping including entry Features / landscaping result in special and peculiar benefits such as the added enjoyment of the property, and likely increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value, however, each is more valuable than either the cost of, or the actual assessment

levied for, the Improvement or debt allocated to the parcel of land.

#### **5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the Improvements is delineated in **Table 4** (expressed as Allocation of Total Par Debt).

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 District's Improvements (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in **Table 4**, a Total Par Debt per Unit has been calculated for each single family unit based upon the front foot of each lot. This amount represents the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold in the planned development and the entire proposed infrastructure program is developed or acquired and financed by the District. Parcels of the development may be sold which contain various development units. At the time of such parcel sale an assignment of the development units will occur upon which the related debt and assessments will be specified for the parcel.



## **5.5 True-Up Mechanism**

In order to assure that the District's debt will not build up on the unsold acres, and to assure that the requirements that the non-ad valorem special assessments will be constitutionally lienable on the property and will continue to be met, the District shall determine the following:

To assure that there will always be sufficient development potential remaining in the undivided property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the debt per acre remaining on the unplatted developable land is never allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the District's improvement program divided by the number of assessable developable acres in the District. In this case, it is \$20,030,000 divided by 292.30 acres equaling \$68,525 per acre. Once a site plan for the development is completed the acreage will be adjusted to developable acres and the calculation of debt per acre will be adjusted accordingly. Thus, if the initial debt level is \$68,525 per acre, every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$68,525 per acre. If not, then in order for the Developer to receive a plat or site plan approval from the County, the Developer agrees that the District will require a density reduction payment so that the \$68,525 per acre debt level is not exceeded. The District can consider the abatement of a true-up where the remaining land is reasonably expected that it would be developed in a manner to support the remaining units. The district may rely on a certificate from its engineer to determine whether it will abate a true-up payment.

In summation, and as noted herein, the benefit from the CIP exceeds of special assessments for any given parcel of property, and the special assessments are fairly and reasonably allocated across all benefited properties. In the event the development program is not completed, or otherwise where required by law, the District may be required to reallocate the special assessments.

## **5.6 Additional Stipulations**

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2021 Bonds, please refer to the Indentures.

**TABLE 1**  
**Indigo CDD**  
**Development Program Series 2021 Bonds**  
**Phases B1 and C1**

Land Use :	Number of Units	Phases B1 and C1	
		ERU Factor	Total ERU's
Residential Single Family:			
40' lots	141	1.00	141.00
50' lots	264	1.25	330.00
Total		405	471.00

Note: Reflective of the Integrated LPGA - PhaseB1 and C1 Development.

**Prepared By**  
**Governmental Management Services, LLC**

**TABLE 2**  
**Indigo CDD**  
**Infrastructure Cost Estimates**  
**Integrated LPGA Phases B1 and C1**

<b><u>Master Infrastructure Improvements (2020 Project):</u></b>	<b><u>Total Cost Estimates</u></b>
Roadways/Underground Electrical/Street lighting	\$3,404,387
Entry Features / Landscaping	\$1,405,625
Stormwater Facilities	\$4,828,826
Utilities-water/sewer/reclaimed	\$3,082,603
Engineering / CEI	\$1,272,144
Contingency	\$1,272,144
<b>Total</b>	<b><u>\$15,265,729</u></b>

Source: Poulos & Bennett report dated June 24, 2021.

**Prepared By**  
**Governmental Management Services, LLC**

**TABLE 3**  
**Indigo CDD**  
**Series 2021 Bonds - Sources and Uses of Funds**  
**Phases B1 and C1**

<b><u>Sources</u></b>	<b><u>2021</u></b>
Bond Proceeds - par	\$20,030,000
<b>Total Sources</b>	<b><u>\$20,030,000</u></b>
<b><u>Uses</u></b>	
Construction funds	\$15,265,729
Debt Service Reserve Fund @ 100% MADS	\$1,455,158
Capitalized Interest	\$2,403,600
Cost of Issuance	\$900,600
Rounding	\$4,913
<b>Total Uses</b>	<b><u>\$20,030,000</u></b>

<b>Term</b>	<b>30 years</b>
<b>Average Coupon Rate</b>	<b>6.00%</b>
<b>Par Amount</b>	<b>\$20,030,000</b>
<b>Maximum Annual Debt Service</b>	<b>\$1,455,158</b>

(1) Provided by MBS Capital Markets, LLC.

Prepared By  
Governmental Management Services, LLC

**Table 4**  
**Indigo CDD**  
**Par Debt and Debt Service**  
**Allocations Series 2021**  
**Capital Improvement Revenue Bonds**  
**Phases B1 and C1**

<u>Development Type</u>	<u>Number of Planned Units</u>	<u>ERU Factor</u>	<u>Total ERU's</u>	<u>2020 Bond Par Debt</u>	<u>2020 Par Debt Per Unit</u>	<u>2020 Annual Net Assessment</u>	<u>Per Unit 2020 Annual Net Assessment</u>
Platted Residential Single Family:							
40' Lots	141	1	141	\$ 5,996,242	\$42,527	\$435,621	\$3,090
50' Lots	264	1.25	330	\$ 14,033,758	\$53,158	\$1,019,537	\$3,862
<b>Total</b>	<u>405</u>		<u>471</u>	<u>\$ 20,030,000</u>		<u>\$ 1,455,158</u>	

**Prepared By**  
**Governmental Management Services, LLC**

A PORTION OF SECTIONS 28, 29 AND 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, SAID POINT ALSO LYING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1670.00 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 578.55 FEET; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6466, PAGE 1756: WESTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 581.49 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1040.00 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 286.55 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'13" FOR AN ARC DISTANCE OF 287.46 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 186.98 FEET TO THE EASTERLY LINE OF A 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 88 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 4410.40 FEET ALONG SAID EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 92; THENCE RUN SOUTH 50°57'10" WEST FOR A DISTANCE OF 352.33 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE RUN SOUTH 74°43'54" WEST FOR A DISTANCE OF 30.03 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF SAID TRANSMISSION LINE EASEMENT; THENCE RUN ALONG SAID WEST LINE, NORTH 00°38'07" WEST FOR A DISTANCE OF 71.36 FEET TO THE EAST PROPERTY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7210 PAGE 4497; THENCE RUN ALONG SAID EAST PROPERTY LINE THE FOLLOWING COURSES: NORTH 06°26'24" WEST FOR A DISTANCE OF 46.49 FEET; THENCE RUN NORTH 08°28'39" WEST FOR A DISTANCE OF 45.45 FEET; THENCE RUN NORTH 02°32'04" WEST FOR A DISTANCE OF 35.62 FEET; THENCE RUN NORTH 16°08'35" WEST FOR A DISTANCE OF 79.39 FEET; THENCE RUN NORTH 57°15'53" WEST FOR A DISTANCE OF 40.37 FEET; THENCE RUN SOUTH 47°16'36" WEST FOR A DISTANCE OF 2.35 FEET; THENCE RUN NORTH 15°37'06" WEST FOR A DISTANCE OF 36.89 FEET; THENCE RUN NORTH 27°54'40" WEST FOR A DISTANCE OF 68.29 FEET; THENCE RUN NORTH 12°50'14" WEST FOR A DISTANCE OF 42.85 FEET; THENCE RUN NORTH 29°37'26" WEST FOR A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 32°17'02" WEST FOR A DISTANCE OF 52.65 FEET; THENCE RUN NORTH 47°49'10" WEST FOR A DISTANCE OF 20.99 FEET; THENCE RUN SOUTH 76°32'28" WEST FOR A DISTANCE OF 48.10 FEET; THENCE RUN SOUTH 20°36'46" EAST FOR A DISTANCE OF 37.92 FEET; THENCE RUN SOUTH 85°58'49" EAST FOR A DISTANCE OF 91.44 FEET; THENCE RUN NORTH 88°28'38" EAST FOR A DISTANCE OF 50.54 FEET TO THE WEST LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 608.93 FEET ALONG THE WEST LINE OF SAID EASEMENT TO THE NORTHEAST CORNER OF THE PROPERTY OF FLORIDA POWER AND LIGHT COMPANY, AS RECORDED, IN OFFICIAL RECORDS BOOK 3783 PAGE 2241; THENCE RUN ALONG NORTH LINE OF SAID PROPERTY, SOUTH 89°23'54" WEST FOR A DISTANCE OF 439.97 FEET; THENCE ALONG THE WEST LINE OF SAID PROPERTY, RUN SOUTH 00°45'07" EAST FOR A DISTANCE OF 42.20 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799 PAGE 2835, AND A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2104.21 FEET, WITH A CHORD BEARING OF NORTH 30°52'35" WEST, AND A CHORD DISTANCE OF 559.40 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'38" FOR AN ARC DISTANCE OF 561.06 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 63°42'53" WEST FOR A DISTANCE OF 56.89 FEET; THENCE RUN SOUTH 83°31'09" WEST FOR A DISTANCE OF 66.55 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 610.58 FEET, WITH A CHORD BEARING OF NORTH 82°43'05" WEST, AND A CHORD DISTANCE OF 308.69 FEET; THENCE RUN WESTERLY THROUGH A CENTRAL ANGLE OF 29°17'05" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 312.08 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 49.66 FEET, WITH A CHORD BEARING OF NORTH 13°10'21" WEST, AND A CHORD DISTANCE OF 81.80 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 110°53'38" FOR AN ARC DISTANCE OF 96.12 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 41°43'00" EAST FOR A DISTANCE OF 205.26 FEET; THENCE RUN NORTH 55°19'06" EAST FOR A DISTANCE OF 75.14 FEET; THENCE RUN NORTH 06°47'54" EAST FOR A DISTANCE OF 60.36 FEET; THENCE RUN NORTH 04°00'58" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 36°45'11" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 39°48'10" WEST FOR A DISTANCE OF 143.82 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 834.27 FEET, WITH A CHORD BEARING OF NORTH 05°06'58" WEST, AND A CHORD DISTANCE OF 795.75 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 56°58'06" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 829.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 781.44 FEET, WITH A CHORD BEARING OF NORTH 04°56'01" EAST, AND A CHORD DISTANCE OF 437.57 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 32°31'03" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 443.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 197.27 FEET, WITH A CHORD BEARING OF NORTH 52°18'42" WEST, AND A CHORD DISTANCE OF 274.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'53" FOR AN ARC DISTANCE OF 304.13 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 70°45'21" WEST FOR A DISTANCE OF 109.59 FEET; THENCE RUN SOUTH 69°35'56" WEST FOR A DISTANCE OF 53.57 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 295.07 FEET, WITH A CHORD BEARING OF NORTH 66°38'01" WEST, AND A CHORD DISTANCE OF 411.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°17'12" FOR AN ARC DISTANCE OF 454.66 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 02°40'54" WEST FOR A DISTANCE OF 94.90 FEET; THENCE RUN NORTH 11°13'47" WEST FOR A DISTANCE OF 93.12 FEET; THENCE RUN NORTH 38°53'09" WEST FOR A DISTANCE OF 140.66 FEET; THENCE RUN SOUTH 45°25'02" WEST FOR A DISTANCE OF 127.51 FEET; THENCE RUN SOUTH 52°09'33" WEST FOR A DISTANCE OF 34.82 FEET; THENCE RUN SOUTH 53°20'42" WEST FOR A DISTANCE OF 31.44 FEET; THENCE RUN SOUTH 57°57'33" WEST FOR A DISTANCE OF 38.01 FEET; THENCE RUN NORTH 74°04'21" WEST FOR A DISTANCE OF 84.15 FEET; THENCE RUN SOUTH 83°42'48" WEST FOR A DISTANCE OF 60.34 FEET; THENCE RUN NORTH 78°25'28" WEST FOR A DISTANCE OF 111.37 FEET; THENCE RUN SOUTH 29°41'39" WEST FOR A DISTANCE OF 67.52 FEET; THENCE RUN NORTH 21°10'19" WEST FOR A DISTANCE OF 167.02 FEET; THENCE RUN NORTH 72°18'22" EAST FOR A DISTANCE OF 32.74 FEET; THENCE RUN NORTH 83°07'38" EAST FOR A DISTANCE OF 81.81 FEET; THENCE RUN NORTH 19°54'26" WEST FOR A DISTANCE OF 47.76 FEET; THENCE RUN NORTH 69°10'44" EAST FOR A DISTANCE OF 43.08 FEET; THENCE RUN SOUTH 85°01'25" EAST FOR A DISTANCE OF 70.43 FEET; THENCE RUN NORTH 74°45'24" EAST FOR A DISTANCE OF 55.73 FEET; THENCE RUN NORTH 58°12'49" EAST FOR A DISTANCE OF 25.59 FEET; THENCE RUN SOUTH 51°52'22" EAST FOR A DISTANCE OF 8.77 FEET; THENCE RUN SOUTH 34°18'19" EAST FOR A DISTANCE OF 32.89 FEET; THENCE RUN NORTH 76°29'56" EAST FOR A DISTANCE OF 56.71 FEET; THENCE RUN SOUTH 82°36'17" EAST FOR A DISTANCE OF 65.65 FEET; THENCE RUN NORTH 76°33'03" EAST FOR A DISTANCE OF 6.59 FEET; THENCE RUN NORTH 45°09'08" EAST FOR A DISTANCE OF 59.64 FEET; THENCE RUN SOUTH 35°40'37" EAST FOR A DISTANCE OF 33.20 FEET; THENCE RUN NORTH 46°57'59" EAST FOR A DISTANCE OF 79.52 FEET; THENCE RUN NORTH 85°24'31" EAST FOR A DISTANCE OF 37.50 FEET; THENCE RUN NORTH 86°37'20" EAST FOR A DISTANCE OF 27.73 FEET; THENCE RUN NORTH 34°28'25" EAST FOR A DISTANCE OF 20.22 FEET; THENCE RUN SOUTH 87°24'15" EAST FOR A DISTANCE OF 51.17 FEET; THENCE RUN SOUTH 47°23'46" EAST FOR A DISTANCE OF 21.19 FEET; THENCE RUN NORTH 87°22'06" EAST FOR A DISTANCE OF 17.01 FEET; THENCE RUN SOUTH 67°24'15" EAST FOR A DISTANCE OF 15.44 FEET; THENCE RUN NORTH 88°10'48" EAST FOR A DISTANCE OF 72.30 FEET; THENCE RUN NORTH 72°43'42" EAST FOR A DISTANCE OF 16.51 FEET; THENCE RUN SOUTH 77°25'36" EAST FOR A DISTANCE OF 83.86 FEET TO A POINT ON A NON TANGENT CURVE, THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 207.67 FEET, WITH A CHORD BEARING OF NORTH 70°37'09" EAST AND A CHORD DISTANCE OF 216.99 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 62°59'37" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 228.32 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 29°11'34" EAST FOR A DISTANCE OF 151.69 FEET; THENCE RUN NORTH 49°52'49" EAST FOR A DISTANCE OF 113.64 FEET; THENCE RUN NORTH 76°05'50" WEST FOR A DISTANCE OF 64.34 FEET; THENCE RUN NORTH 00°10'31" WEST FOR A DISTANCE OF 58.52 FEET; THENCE RUN NORTH 08°19'47" EAST FOR A DISTANCE OF 87.62 FEET; THENCE RUN NORTH 03°09'23" WEST FOR A DISTANCE OF 72.80 FEET; THENCE RUN NORTH 15°46'33" EAST FOR A DISTANCE OF 93.31 FEET; THENCE RUN NORTH 59°55'54" WEST FOR A DISTANCE OF 39.33 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 517.12 FEET, WITH A CHORD BEARING OF NORTH 30°37'23" WEST AND A CHORD DISTANCE OF 445.72 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 51°03'25" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 460.81 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 75°11'39" EAST FOR A DISTANCE OF 59.30 FEET; THENCE RUN NORTH 69°13'50" WEST FOR A DISTANCE OF 102.10 FEET; THENCE RUN NORTH 05°39'03" EAST FOR A DISTANCE OF 12.92 FEET TO A POINT ON A NON TANGENT CURVE; THENCE RUN SOUTHWESTERLY HAVING A RADIUS OF 906.77 FEET, WITH A CHORD BEARING OF SOUTH 73°29'31" EAST AND A CHORD DISTANCE OF 375.07 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°52'17" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.79 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.08 FEET, WITH A CHORD BEARING OF NORTH 59°08'17" EAST AND A CHORD DISTANCE OF 223.54 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 11°27'51" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 268.95 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 621.35 FEET, WITH A CHORD BEARING OF NORTH 13°19'45" EAST AND A CHORD DISTANCE OF 314.74 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 29°20'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 318.20 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 89°03'07" EAST FOR A DISTANCE OF 55.11 FEET; THENCE RUN SOUTH 44°06'41" EAST FOR A DISTANCE OF 58.49 FEET; THENCE RUN SOUTH 76°17'57" EAST FOR A DISTANCE OF 33.78 FEET; THENCE RUN SOUTH 25°50'36" EAST FOR A DISTANCE OF 60.79 FEET; THENCE RUN SOUTH 07°35'23" EAST FOR A DISTANCE OF 133.01 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 170.00 FEET, WITH A CHORD BEARING OF SOUTH 09°12'29" EAST AND A CHORD DISTANCE OF 50.88 FEET; THENCE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 17°12'45" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 51.07 FEET TO THE POINT OF TANGENCY, BEING THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 88 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 505.93 FEET TO THE POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'33" EAST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.99 FEET, WITH A CHORD BEARING OF NORTH 73°38'26" EAST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 285.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1749.99 FEET, WITH A CHORD BEARING OF NORTH 75°41'50" EAST, AND A CHORD DISTANCE OF 606.27 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT ON THE WESTERLY LINE OF; GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68 AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD THENCE RUN SOUTH 04°19'33" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 5,671,459 SQUARE FEET OR 130.20 ACRES, MORE OR LESS.

## Phase B1 Legal Description

# Integrated LPG Phase B1 & C1

June 24, 2021

P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Exhibit 4A

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, THENCE RUN NORTH 04°19'33" WEST ALONG THE WESTERLY LINE OF SAID PLAT FOR A DISTANCE OF 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1749.98 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 608.27 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 19°57'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.98 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET, WITH A CHORD BEARING OF SOUTH 73°31'03" WEST, AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT ON A NON TANGENT LINE AND THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE ALONG SAID EASEMENT AND PROPERTY OF GC LAND LLC, RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 505.93 FEET; THENCE, DEPARTING SAID EASEMENT LINE, RUN NORTH 89°23'53" EAST FOR A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 1554.81 FEET; THENCE RUN NORTH 87°53'01" WEST FOR A DISTANCE OF 100.87 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 223.28 FEET, WITH A CHORD BEARING OF NORTH 35°39'58" WEST AND A CHORD DISTANCE OF 285.39 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 79°26'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 309.80 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 382.22 FEET; THENCE RUN SOUTH 33°35'39" WEST FOR A DISTANCE OF 8.56 FEET; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 145.85 FEET; THENCE RUN NORTH 14°58'02" WEST FOR A DISTANCE OF 522.74 FEET; THENCE RUN NORTH 20°46'17" WEST FOR A DISTANCE OF 738.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 367.88 FEET, WITH A CHORD BEARING OF NORTH 53°23'41" WEST, AND A CHORD DISTANCE OF 374.75 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°14'22" FOR AN ARC DISTANCE OF 393.20 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 81°30'49" WEST FOR A DISTANCE OF 149.72 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 143.26 FEET, WITH A CHORD BEARING OF NORTH 31°38'02" WEST, AND A CHORD DISTANCE OF 112.09 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'32" FOR AN ARC DISTANCE OF 115.16 FEET TO THE EAST LINE OF THE CITY OF DAYTONA BEACH SEWAGE TREATMENT PLANT PROPERTY LINE, OFFICIAL RECORDS BOOK 1875 PAGE 1551, AND A NON TANGENT POINT; THENCE ALONG THE EAST PROPERTY LINE OF SAID TREATMENT PLANT PROPERTY THE FOLLOWING COURSES: NORTH 00°37'38" WEST FOR A DISTANCE OF 239.30 FEET; THENCE RUN NORTH 00°37'31" WEST CONTINUING ALONG SAID EASTERLY LINE AND NORTHERLY EXTENSION THEREOF FOR A DISTANCE OF 121.38 FEET TO THE NORTHERLY LINE OF A 65 FOOT WIDE EASEMENT TO THE CITY OF DAYTONA BEACH, OFFICIAL RECORDS BOOK 1875 PAGES 1554 THROUGH 1556 AND THE SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC, OFFICIAL RECORDS BOOK 7352 PAGE 4002; THENCE ALONG SAID NORTHERLY EASEMENT LINE, RUN NORTH 70°43'08" EAST FOR A DISTANCE OF 280.25 FEET; THENCE, DEPARTING SAID EASEMENT, CONTINUE ALONG SOUTH PROPERTY LINE OF INDIGO INTERNATIONAL LLC THE FOLLOWING COURSES: NORTH 20°35'40" WEST FOR A DISTANCE OF 72.54 FEET; THENCE RUN NORTH 44°14'18" EAST FOR A DISTANCE OF 42.66 FEET; THENCE RUN NORTH 54°32'53" EAST FOR A DISTANCE OF 142.78 FEET; THENCE RUN NORTH 37°28'24" EAST FOR A DISTANCE OF 204.99 FEET; THENCE RUN NORTH 53°51'36" EAST FOR A DISTANCE OF 80.10 FEET; THENCE RUN NORTH 48°22'34" EAST FOR A DISTANCE OF 138.96 FEET; THENCE RUN NORTH 28°50'04" EAST FOR A DISTANCE OF 31.63 FEET; THENCE RUN NORTH 23°12'34" EAST FOR A DISTANCE OF 17.26 FEET; THENCE RUN NORTH 57°07'45" EAST FOR A DISTANCE OF 49.63 FEET; THENCE RUN NORTH 50°03'37" EAST FOR A DISTANCE OF 27.12 FEET; THENCE RUN NORTH 33°58'35" EAST FOR A DISTANCE OF 143.78 FEET; THENCE RUN NORTH 19°45'48" EAST FOR A DISTANCE OF 252.11 FEET; THENCE RUN NORTH 07°12'05" EAST FOR A DISTANCE OF 249.61 FEET; THENCE RUN NORTH 08°59'48" EAST FOR A DISTANCE OF 177.53 FEET; THENCE RUN NORTH 89°23'54" EAST FOR A DISTANCE OF 15.30 FEET; THENCE RUN NORTH 00°36'08" WEST FOR A DISTANCE OF 801.94 FEET; THENCE RUN NORTH 35°52'10" EAST FOR A DISTANCE OF 731.47 FEET TO A POINT ON THE EAST LINE OF AFORESAID 305 FOOT FLORIDA LIGHT AND POWER EASEMENT; THENCE RUN SOUTH 00°36'06" EAST ALONG SAID EAST LINE, CONTINUING ALONG SAID SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC FOR A DISTANCE OF 3171.55 FEET; THENCE RUN SOUTH 00°36'07" EAST CONTINUING ALONG SAID PROPERTY FOR A DISTANCE OF 531.81 FEET; THENCE DEPARTING SAID EASTERLY LINE AND CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: NORTH 89°23'54" EAST FOR A DISTANCE OF 116.71 FEET; THENCE RUN SOUTH 17°30'02" EAST FOR A DISTANCE OF 56.08 FEET; THENCE RUN SOUTH 39°34'45" EAST FOR A DISTANCE OF 35.62 FEET; THENCE RUN SOUTH 45°13'48" EAST FOR A DISTANCE OF 126.20 FEET; THENCE RUN SOUTH 33°58'47" EAST FOR A DISTANCE OF 139.30 FEET; THENCE RUN SOUTH 51°33'58" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 83°26'01" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 69°27'26" EAST FOR A DISTANCE OF 26.95 FEET; THENCE RUN SOUTH 32°35'52" EAST FOR A DISTANCE OF 70.47 FEET; THENCE RUN SOUTH 35°12'06" EAST FOR A DISTANCE OF 18.83 FEET; THENCE RUN SOUTH 56°36'18" EAST FOR A DISTANCE OF 56.62 FEET; THENCE RUN SOUTH 49°45'36" EAST FOR A DISTANCE OF 69.95 FEET; THENCE RUN SOUTH 26°00'00" EAST FOR A DISTANCE OF 165.00 FEET; THENCE RUN SOUTH 00°57'14" WEST FOR A DISTANCE OF 109.10 FEET; THENCE RUN SOUTH 20°00'00" EAST FOR A DISTANCE OF 92.00 FEET; THENCE RUN SOUTH 31°00'00" EAST FOR A DISTANCE OF 225.00 FEET; THENCE RUN SOUTH 13°33'59" EAST FOR A DISTANCE OF 129.51 FEET; THENCE RUN SOUTH 20°00'00" WEST FOR A DISTANCE OF 115.29 FEET; THENCE RUN SOUTH 30°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 14°30'00" WEST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 08°30'00" EAST FOR A DISTANCE OF 125.00 FEET TO THE NORTHERLY MOST PROPERTY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 2 MAP BOOK 53 PAGE 182; THENCE, THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF SAID PLAT: RUN SOUTH 41°30'00" WEST FOR A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 16°40'52" EAST FOR A DISTANCE OF 78.68 FEET; THENCE RUN SOUTH 04°00'00" WEST FOR A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 05°00'00" EAST FOR A DISTANCE OF 79.00 FEET; THENCE RUN SOUTH 14°00'00" EAST FOR A DISTANCE OF 87.00 FEET; THENCE RUN SOUTH 16°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 15°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 23°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 99.00 FEET; THENCE RUN SOUTH 29°30'00" EAST FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH 82°00'00" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 17°30'00" EAST FOR A DISTANCE OF 15.80 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 36°14'48" EAST, AND A CHORD DISTANCE OF 16.07 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°28'43" FOR AN ARC DISTANCE OF 16.36 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 06°55'27" EAST FOR A DISTANCE OF 192.85 FEET; THENCE RUN NORTH 74°43'22" EAST FOR A DISTANCE OF 66.63 FEET; THENCE RUN SOUTH 28°13'10" EAST FOR A DISTANCE OF 98.79 FEET; THENCE RUN NORTH 88°01'10" EAST FOR A DISTANCE OF 51.50 FEET; THENCE RUN SOUTH 81°23'13" EAST FOR A DISTANCE OF 85.59 FEET; THENCE RUN SOUTH 44°44'09" EAST FOR A DISTANCE OF 59.50 FEET; THENCE RUN SOUTH 09°34'39" EAST FOR A DISTANCE OF 63.06 FEET; THENCE RUN SOUTH 08°38'55" EAST FOR A DISTANCE OF 92.55 FEET; THENCE RUN SOUTH 12°16'20" EAST FOR A DISTANCE OF 88.33 FEET TO THE NORTHWESTERLY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID PLAT THE FOLLOWING COURSES: RUN SOUTH 30°27'29" EAST FOR A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 54°51'26" EAST FOR A DISTANCE OF 77.63 FEET; THENCE RUN SOUTH 18°58'57" EAST FOR A DISTANCE OF 70.72 FEET; THENCE RUN SOUTH 40°42'11" EAST FOR A DISTANCE OF 59.21 FEET; THENCE RUN SOUTH 15°14'15" EAST FOR A DISTANCE OF 61.95 FEET; THENCE RUN SOUTH 03°22'23" WEST FOR A DISTANCE OF 57.23 FEET; THENCE RUN SOUTH 09°13'20" EAST FOR A DISTANCE OF 64.14 FEET; THENCE RUN SOUTH 45°30'36" WEST FOR A DISTANCE OF 91.03 FEET; THENCE RUN SOUTH 45°13'00" WEST FOR A DISTANCE OF 49.15 FEET; THENCE RUN SOUTH 41°00'17" WEST FOR A DISTANCE OF 72.18 FEET; THENCE RUN SOUTH 83°03'16" WEST FOR A DISTANCE OF 75.32 FEET; THENCE RUN NORTH 79°18'16" WEST FOR A DISTANCE OF 84.73 FEET; THENCE RUN NORTH 37°55'31" WEST FOR A DISTANCE OF 40.72 FEET; THENCE RUN SOUTH 54°17'06" WEST FOR A DISTANCE OF 38.98 FEET; THENCE RUN SOUTH 54°14'03" WEST FOR A DISTANCE OF 93.63 FEET; THENCE RUN SOUTH 06°57'55" WEST FOR A DISTANCE OF 111.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 7,612,346 SQUARE FEET OR 174.76 ACRES, MORE OR LESS

LESS AND EXCEPT (PROPOSED DUNN AVENUE)

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 89°31'51" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1697.61 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°36'06" WEST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2057.50 FEET, WITH A CHORD BEARING OF NORTH 18°08'02" EAST, AND A CHORD DISTANCE OF 1321.74 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 37°28'16" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1345.59 FEET TO A POINT OF TANGENCY, BEING A POINT ON THE AFORESAID SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002; THENCE RUN NORTH 36°52'10" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 33.62 FEET; THENCE CONTINUE SOUTH 00°36'06" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 195.27 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1942.50 FEET, WITH A CHORD BEARING OF SOUTH 16°20'35" WEST, AND A CHORD DISTANCE OF 1132.28 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 33°53'22" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1146.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°36'06" EAST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1432.50 FEET, WITH A CHORD BEARING OF SOUTH 16°34'54" WEST, AND A CHORD DISTANCE OF 846.42 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°22'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 859.24 FEET TO A POINT ON A NON TANGENT LINE ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799, PAGE 2846 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 02°10'05" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 145.85 FEET; THENCE CONTINUE NORTH 14°56'02" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 60.80 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1317.50 FEET, WITH A CHORD BEARING OF NORTH 13°16'39" EAST, AND A CHORD DISTANCE OF 632.08 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27°45'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 638.30 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 551,228 SQUARE FEET OR 12.65 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY

AND CONTAINS 7,061,118 SQUARE FEET OR 162.10 ACRES, MORE OR LESS

Phase C1 Legal Description

## Integrated LPGA Phase B1 & C1

June 24, 2021

P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Exhibit 4A

23/2019/19-170 INDOO COO (EXIST) & POS/LPGA COO (EXIST)/PHASE 2/4 LPGA LEGAL DESCRIPTION



5.

## RESOLUTION 2021-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Indigo Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s *Integrated LPGA – Phase B1 & C1 Engineer’s Report for Capital Improvements*, dated June 24, 2021, attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “Assessments”); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Special Assessment Report*, dated \_\_\_\_\_, 2021, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District Records Office”); and

**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$\_\_\_\_\_ (the "Estimated Cost").
4. The Assessments will defray approximately \$\_\_\_\_\_, which includes a portion of the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the

Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Volusia County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** *Integrated LPGA – Phase B1 & C1 Engineer’s Report*, dated June 24, 2021

**Exhibit B:** *Special Assessment Allocation Report*, dated \_\_\_\_\_, 2021

**Exhibit A**  
Engineer's Report

**Exhibit B**  
Assessment Report

6.

**RESOLUTION 2021-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2021, AT \_\_\_\_\_.M. AT \_\_\_\_\_, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE INDIGO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*.**

**WHEREAS**, the Board of Supervisors of the Indigo Community Development District (the “Board”) has previously adopted Resolution 2021-07 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, in accordance with Resolution 2021-07, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District Office”).



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

1. There is hereby declared a public hearing to be held at \_\_\_\_\_.m. on \_\_\_\_\_, 2021, at \_\_\_\_\_, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850 or by emailing [jperry@gmsnf.com](mailto:jperry@gmsnf.com).

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Volusia County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 22nd day of September, 2021.

ATTEST:

**INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## *FOURTH ORDER OF BUSINESS*

INDIGO  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Indigo Community Development District was held Wednesday, August 25, 2021 at 1:00 p.m. in the Holiday Inn Daytona Beach LPGA Boulevard, Ballroom, 137 Automall Circle, Daytona Beach, Florida.

Present and constituting a quorum were:

John McCarthy	Chairman
Robert E. Welsh	Assistant Secretary
Kevin Kilian	Assistant Secretary
Ken Workowski	Assistant Secretary

Also Present were:

James Perry	District Manager
Katie Buchanan	District Counsel by telephone
Kurt von der Osten	Field Operations Manager
Jamie Rountree	Team Rountree
Ken Artin	Bryant Miller Olive by telephone
5 Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Perry called the meeting to order at 1:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Mr. Dipiano stated I'm acting president of Jubilee. Greg will present the items we would like to talk about.

Mr. Fitzpatrick stated the board had gotten a letter, prior to me being on the board regarding mulch and sod on the bushes that run along Champion and Tournament. At the time I tried to get in touch with Kurt and didn't succeed so I talked to Sherry, and she assured me that Kurt would get back with me and that never happened. I made several calls to Sherry trying to get to Kurt and that is why I'm here today. The issue is with the bushes and our sprinkler system. The sprinkler system runs around Tournament and down Champion South and that is the Jubilee section of the HOA. The rest of the section is somewhat isolated when it comes to sprinklers. I worked with Jamie ten years, and we had a great relationship and I walked with his maintenance guy once a

month when they did maintenance on our sprinkler system, and he would flag what he had zoned, and we would get our sprinklers redone. On one timeclock we had three zones, we now have one. On another timeclock we were told we needed drip line because the bushes were dying, another timeclock was mounted on our monument.

Mr. Perry stated just for clarification you keep referring to your HOA whereas this is the CDD and that is an HOA issue.

Mr. Rountree stated when that was created the district was there first, the clocks were installed. Who piggybacked on who was before my time. There were timeclocks at the intersection of Jubilee and Carnival that were shared by the CDD and the HOA and that still exists today to a certain extent. When we did the two-wire system a lot of the district's came off and went to the two-wire system and the HOA stayed on the regular one, five-wire system.

Mr. von der Osten stated I remember there was some letter years ago, but it has been operating exactly as it is for the last 8-years with no complaints since that letter. It seems like I'm hearing something has changed, I have no idea why or if it was changed, I was never notified.

Mr. Perry stated we have public comment limited to three minutes and it is not an agenda item and it is going to take longer than three minutes to work through this.

Mr. Fitzgerald asked does the CDD know that we are now intermingled with their relays? We cannot turn certain zones on from our clocks like we used to and maintain our system. If Rountree who happens to be our contractor today was to be gone tomorrow we have a new contractor, our sprinklers don't work, there is going to be boxes that we never were in before that are inclusive with the CDD sprinkler system. If we mess something up, what happens? We can't control our system anymore with the timeclocks that were put in by the developer originally and were there for ten years that I know of. That is why we are here. I don't know how he got permission to take our different zones, move them from our private boxes into your boxes and let your relays control our water.

Mr. von der Osten stated I'm not aware of those being intermingled and it doesn't sound right.

Mr. Rountree stated with the board's permission I will work with Jubilee to resolve this issue and get you an update by the next meeting if not before.

A resident stated the ponds have been terrible since April and you continue to spend money with Lake Doctors. It clears up for a day and is green again. You are spending loads of money with the company that is not doing the job.

Ms. Lewis stated it is causing issues with our fountain because we always have the fountain man out because the algae is clogging the fountain and we keep having to pay invoices for whatever clogs the fountain.

Mr. von der Osten stated the district contract for the last several years with a company that was purchased in the past year by a much larger company, Solitude Lake Management. Communication has started to lessen, and service has started to lessen. After experiencing this, there is a story behind it, it seems like we have had some service issues. There have been a lot of service requests. This is the worst time of the year with the heat and fertilizers and the rain, but there has been a noticeable difference in service, and we can put them on notice to get things back in shape.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes of the July 28, 2021 Special Meeting**

On MOTION by Mr. Welsh seconded by Mr. McCarthy with all in favor the minutes of the July 28, 2021 special meeting were approved as presented.

### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Penalty Relief on 1999C and 2005 Delinquent Bonds for Parcel 5233-00-00- 0140**

Mr. Perry stated this parcel has petitioned for relief from the bondholders similar to the one we discussed last month. The difference in this one is there is no past due operations and maintenance assessments, it is all delinquent interest, penalties and principal and interest on the bonds, and they have agreed in principle to forego a number of dollars.

Mr. Artin stated this will basically resolve the foreclosure issue and the developer is closing on this parcel and three others on September 13<sup>th</sup> and this one is pretty straight-forward and they are asking for a waiver of the penalty.

Mr. Killian asked are the developers obligated once the bonds are issued even if they don't build?

Mr. Perry stated the short answer is yes, they are obligated. Obviously, if they forego their payment of those assessments more than likely a tax certificate will be issued, and they will go through the same process as we have done on several parcels. Once a tax certificate is issued the payment of that tax certificate will pay for the assessment of the bonds and they will eventually foreclose on that tax certificate and obtain title to the parcel.

Mr. McCarthy asked is the developer passing through the assessments to go to the bonds or the CDD, the assessment part?

Mr. Perry stated the operations and maintenance assessments along with the debt service assessments are part of the certificate and when that certificate is sold a portion of that would come to the district for the O&M so we are made whole, the other portion would go to the bondholder so they are made whole. Subsequently, if a number of these transactions they are paying off the debt associated with land so that portion is going away on some of these transactions others where they are not doing that and if they are building 100 single-family homes, that debt gets passed on to those lot owners.

Mr. McCarthy stated the reason I asked is that I vaguely remember some of the bonds that were in default, one of the reasons was the developer was collecting the assessments and not passing them on.

Mr. Perry stated that does not occur.

Mr. Artin stated so long as the landowner pays the special assessment on an annual basis both the debt service and the O&M, they can continue to hold the land. There is no obligation to build, the only obligation is to pay their tax bill and if they don't do it, you described accurately what happens.

On MOTION by Mr. Killian seconded by Mr. Workowski with all in favor the structure of bond relief for Alliance Real Estate parcel 5233-00-00-0140 was approved in form as discussed.
--

Mr. Perry stated the board has copies of a settlement agreement regarding the INA settlement for those parcels. This one is a little different than the one we just discussed in the fact that there are delinquent operations and maintenance on this of approximately \$96,000 that will be paid toward the district once this is resolved. There is a substantial amount of bond interest and penalties that are being waived in a catch-up provision provided and there will be initially some

write-off based upon the potential number of units going to be developed, which is higher than what we currently had anticipated through the reallocation of bonds several years ago. I'm going to ask the board to approve the settlement agreement; at the last meeting they didn't approve it, but they agreed in principle regarding the structure.

Mr. Artin stated the form of agreement basically outlines the payment that the INA Group will be making to the district, and it is basically the agreed upon amount. Here you have the settlement amount that could be applied by the bondholders to actually pay for the number of units that are being written off in the adjustment. Remember the lands were originally assessed at 725 units, going forward it will be 411 units and it is important for the district to always keep the number of units in sync with the amount of debt outstanding. The payment being made by the landowner will hopefully keep everything in sync and going forward the landowner has agreed to pay those assessments based on the new unit count and the new unit counts were basically driven by the wetland delineation on those parcels to analyze how much uplands there were to develop. The developer is ready to go and for the payments to be made on this one, the payments will be made 30-days after the last party signs it and the agreement is favorably considered by the board.

On MOTION by Mr. McCarthy seconded by Mr. Workowski withal in favor the INA settlement agreement was approved.
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Mr. Artin stated on behalf of both landowners we appreciate the action taken by the district.

## **FIFTH ORDER OF BUSINESS**

### **Public Hearing for the Purpose of Adopting the Fiscal Year 2022 Budget**

On MOTION by Mr. Workowski seconded by Mr. Welsh with all in favor the public hearing was opened.
--

Mr. Perry stated included in the agenda package is the resolution and the budget for the annual appropriations and adopting the budget for fiscal year 2022. A few months ago, you approved the budget based on the financials at that time and in evaluating where we are going to end up for the year we believe we can sustain and addition 9% reduction in operations and maintenance assessments for this next year. That doesn't result in any lesser level of service or any material changes in any of the costs. We do recognize there is probably going to be next year

increase in costs overall, but we think this budget is sufficient for the district. We are still carrying over \$2 million in cash that is available for various projects. This district locally has maintained most of their assets over the years so there is not an immediate need for that, so we are using the cash and bleeding it down somewhat each year to keep assessments going down to reach a certain level. The only thing we didn't take into consideration was the \$96,000 that is coming into play that we should get, and we don't have anything earmarked for that. I know several years ago we went through and looked at different projects. We don't have to act on that today but in discussing things with Kurt we probably ought to dust that off, but one item that could make a big impact for the district and the community is the issue of the pavers. If the city ever does it, it might be 20 years from now. It might be worth pursuing having the district fund it and doing it.

Mr. von der Osten stated it was bid recently and I think it came in high, but the district could consider asphalt as a base then tier up the options with other material. I can contact the paver because they have fresh numbers.

Mr. McCarthy asked could we do it, it is a city street?

Mr. Perry stated I'm sure you could enter into some type of agreement to allow it. I'm not suggesting it, I'm saying it is an option.

Again, there are no material changes other than the reduction in assessments for this next year. The budget also includes the debt service funds for the series 1999C and 2005 Bonds.

Mr. Killian stated the cost of goods have increased.

Mr. Perry stated page 3 will show you that we are a little in excess of about \$2 million of funds available, the minimum criteria for a district is to have working capital for three months and that is \$284,000. This district has almost \$1.9 million in funds that would be utilized for any improvements that we need to make that are material. The only things that are material for this district are the landscaping and stormwater. We don't have amenities or large parks so that is a lot of money for this district to sit idle.

**A. Consideration of Resolution 2021-05 Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2022**

On MOTION by Mr. McCarthy seconded by Mr. Workowski with all in favor Resolution 2021-05 was approved.
--



**B. Consideration of Resolution 2021-06 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2022**

Mr. Perry stated Resolution 2021-06 imposes the special assessments and we will be submitting that tax roll to the county by September 15<sup>th</sup> and that will include the reduction as discussed of about 9% operations and maintenance assessments.

On MOTION by Mr. Killian seconded by Mr. Welsh with all in favor Resolution 2021-06 was approved.

On MOTION by Mr. McCarthy seconded by Mr. Workowski with all in favor the public hearing was closed.

**SIXTH ORDER OF BUSINESS**

**Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2022**

Mr. Perry stated included in your agenda package is the proposed meeting schedule that is somewhat consistent with what we have done in prior years. We do have a couple months where we skip meetings and if there is nothing that requires immediate attention at times, we will cancel a meeting. We can always schedule a special meeting with about ten day's notice.

On MOTION by Mr. Workowski seconded by Mr. Killian with all in favor the fiscal year 2022 meeting schedule reflecting meetings on October 27, 2021, November 17, 2021, January 26, 2022, March 23, 2022, May 25, 2022, June 22, 2022, August 24, 2022 and September 28, 2022 was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being none, the next item followed.

**B. District Engineer**

There being none, the next item followed.

**C. District Manager**

Mr. Welsh stated on the pond coming in on the right-hand side before you get to Tournament, the grass is growing way high.

Mr. Rountree stated it can't be cut, it can be sprayed but there is a hole where it is collapsing in. We talked to the city about that several times.

Mr. von der Osten stated I will look into it.

#### **D. Field Operational Manager**

Mr. von der Osten stated I spoke with Christine at the city yesterday, she is the project manager for the repaving, and she said it is basically complete, the outstanding item is sod replacement. Right now, there is a problem getting sod and rain. It is on their to do list, they are talking about possibly having Team Rountree take that portion of the contract. I believe there is one manhole they did say they reset the manhole; they had an elevation issue. Other than that, I'm not aware of any punch list items.

I received a request about some drainage along Catriona and some ponds and they thought it was a CDD responsibility and in researching the county maps this is an HOA lake and HOA drainage structure. It is possible they will need to clean out that small pond if sediment has built up to the point where it is not accepting the water from the road. I know the city was out there looking at it also.

At the last meeting we had two homeowners from Centennial here with questions about mowing areas, golf course, CDD, HOA and within that week we had it all clarified of who is responsible for maintaining each parcel. It was a combination of CDD and HOA.

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

#### **Supervisors Requests and Public Comments**

Mr. Killian asked where does that put us on the bonds?

Mr. Perry stated both sets are still in default, there are still parcels that have not cleaned up.

Mr. Killian stated so none of this forgiveness to be done has remedied any of that.

Mr. Perry stated it has helped a lot. It will help even more if the parcels that they are combining and selling to a developer, once they finalize their plans and start doing site plans for multi-family or commercial or platting for single-family home, that is going to help the district because they will go from unimproved land which is \$67 in O&M per unit to over \$200 per unit and you are going to build up more revenue. If we only have a few parcels in default the opportunity to refinance the bonds becomes more real. Hopefully, it happens before the 1999Cs

mature because you don't have a lot of time left on those. The 1999Cs are over all the lands in the district. I think all of you live on the north side, so your bonds are the 1999Cs, the south end has both the 1999C bonds and the 2005 so they have a little longer to mature. We are in a lot better shape than we were several years ago.

**NINTH ORDER OF BUSINESS**

**Approval of Check Register**

On MOTION by Mr. McCarthy seconded by Mr. Workowski with all in favor the check register was approved.
--

**TENTH ORDER OF BUSINESS**

**Financial Statements as of July 31, 2021**

A copy of the financials was included in the agenda package.

**ELEVENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – Wednesday,  
September 22, 2021 at 1:00 p.m. @ Holiday  
Inn**

Mr. Perry stated the next scheduled meeting is September 22, 2021 at 1:00 p.m. in the same location.

On MOTION by Mr. McCarthy seconded by Mr. Welsh with all in favor the meeting adjourned at 1:41 p.m.
--

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Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## *SEVENTH ORDER OF BUSINESS*

# Indigo

## Community Development District

### Summary of Invoices

August 18, 2021 to September 15, 2021

Fund	Date	Check No.'s	Amount
General Fund	8/25/21	4775	\$ 262.64
	9/1/21	4776-4779	\$ 10,144.75
	9/7/21	4780	\$ 77.09
	9/15/21	4781-4784	\$ 16,602.64
			<hr/> \$ 27,087.12
Payroll	<u>August 2021</u>		
	John McCarthy	50579	\$ 184.70
	Kenneth Workowski	50580	\$ 184.70
	Kevin Kilian	50581	\$ 184.70
	Robert Welsh	50582	\$ 164.70
			<hr/> \$ 718.80
			<hr/> \$ 27,805.92

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/25/21	00017	7/15/21 3988440	202107 310-51300-48000		*	262.64	
			NOT.SPECIAL MTG 07/28/21				
				DAYTONA BEACH NEWS-JOURNAL			262.64 004775
9/01/21	00031	8/31/21 6617	202108 330-53800-46000		*	532.14	
			LPGA MTHLY REPAIRS/MAINT				
		8/31/21 6617	202108 320-53800-46000		*	45.00	
			I-95 TSTING/RPLCING BULBS				
				SKY'S THE LIMIT HANDYMAN SVCS, INC.			577.14 004776
9/01/21	00159	8/31/21 83121	202108 330-53800-12000		*	2,650.00	
			SITE MGMT SERVICES-AUG21				
				SOLARIS MANAGEMENT INC.			2,650.00 004777
9/01/21	00160	8/09/21 26627	202108 330-53800-46100		*	2,701.50	
			IRRG RPR-AUG21-ROTOR/PVC				
		8/23/21 26635	202108 330-53800-46100		*	2,838.00	
			RPR BROKEN WIRE TO TIMER				
		8/26/21 26679	202108 330-53800-46600		*	1,050.00	
			INSTALL 3 PALLETS OF SOD				
				TEAM ROUNTREE, INC.			6,589.50 004778
9/01/21	00130	8/17/21 90113354	202108 320-53800-49000		*	164.06	
			RENT STORAGE 08/17-09/16				
		8/17/21 90113354	202108 330-53800-49000		*	164.05	
			RENT STORAGE 08/17-09/16				
				WILLIAMS SCOTSMAN, INC.			328.11 004779
9/07/21	00005	8/31/21 7-485-03	202108 310-51300-42000		*	77.09	
			DELIVERY 08/20/21				
				FEDEX			77.09 004780
9/15/21	00015	9/01/21 PI-A6689	202109 320-53800-46800		*	396.55	
			LAKE/WETLAND SRVCS-SEP21				
				SOLITUDE LAKE MANAGEMENT LLC			396.55 004781
9/15/21	00034	6/03/21 18314133	202106 330-53800-46000		*	1,350.00	
			RPLC 15 BULLET TREE LIGHT				
		6/08/21 18314205	202106 330-53800-46000		*	225.00	
			DIG OUT/RPLC 3 DMG BOXES				
				COURTEAUX ELECTRIC, INC.			1,575.00 004782
9/15/21	00093	9/01/21 226	202109 310-51300-34000		*	4,708.33	
			MANAGEMENT FEES SEP21				
		9/01/21 226	202109 310-51300-35100		*	333.33	
			INFORMATION TECH SEP21				

INDI INDIGO TVISCARRA


CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/01/21 226	202109 310-51300-31300		*	258.33	
			DISSEMINATION FEE SEP21				
		9/01/21 226	202109 310-51300-51000		*	20.15	
			OFFICE SUPPLIES				
		9/01/21 226	202109 310-51300-42000		*	2.00	
			POSTAGE				
		9/01/21 226	202109 310-51300-42500		*	157.20	
			COPIES				
		9/01/21 226	202109 310-51300-41000		*	64.35	
			TELEPHONE				
GOVERNMENTAL MANAGEMENT SERVICES							5,543.69 004783
-----							
9/15/21	00160	8/31/21 26628	202108 330-53800-46100		*	5,101.40	
			RPLC ROTOR/SLP FIX/DECODE				
		9/01/21 26657	202109 330-53800-46900		*	3,986.00	
			CONSRV.EASE.MAINT.UDRBRSH				
TEAM ROUNTREE, INC.							9,087.40 004784
-----							
TOTAL FOR BANK A						27,087.12	
TOTAL FOR REGISTER						27,087.12	

INDI INDIGO

TVISCARRA

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Indigo Comm Dev Dist		<b>ACCOUNT #</b> 464696	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0003988440	<b>BILLING PERIOD</b> Jul 1- Jul 31, 2021	<b>PAYMENT DUE DATE</b> August 20, 2021	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (Included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$298.92	
<b>BILLING ACCOUNT NAME AND ADDRESS</b>  INDIGO COMM DEV DIST DEV. DISTRICT 475 W TOWN PL STE 114 SAINT AUGUSTINE, FL 32092-3649 		<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-736-7612 or smb@ccc.gannett.com	
		<b>FEDERAL ID</b> 47-2390983	
<p><b>Legal Entity:</b> Gannett Media Corp.</p> <p><b>Terms and Conditions:</b> Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p><b>All funds payable in US dollars.</b></p>			

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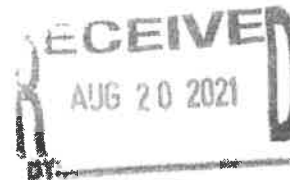
Contact abgspecial@gannett.com to sign-up for the convenience of having your invoice e-mailed to you. Once signed up you can also enjoy the convenience of making online payments. Previous account number reference if needed: DBN\_1007178.

Date	Description	Amount
7/1/21	Balance Forward	\$271.68
7/27/21	PAYMENT - THANK YOU	-\$271.68

#### Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
7/15/21	6044323	ORDER 6044323 - Indigo Community Development District		\$262.64
7/28/21	6061397	Workshop 8/16/21		<del>\$36.28</del>

#17  
310.57.48



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Indigo Comm Dev Dist		<b>PAYMENT DUE DATE</b> August 20, 2021		<b>AMOUNT PAID</b>	
<b>ACCOUNT NUMBER</b> 464696		<b>INVOICE NUMBER</b> 0003988440			
<b>CURRENT DUE</b> \$298.92	<b>30 DAYS PAST DUE</b> \$0.00	<b>60 DAYS PAST DUE</b> \$0.00	<b>90 DAYS PAST DUE</b> \$0.00	<b>120+ DAYS PAST DUE</b> \$0.00	<b>UNAPPLIED PAYMENTS</b> \$0.00
					<b>TOTAL AMOUNT DUE</b> \$298.92
<b>REMITTANCE ADDRESS (Include Account# &amp; Invoice# on check)</b>  Daytona Beach News-Journal P.O. Box 630476 Cincinnati, OH 45263-0476			<b>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</b>		
			<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX		
			Card Number _____ Exp Date ____/____/____    CVV Code _____ Signature _____    Date _____		

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THE DAYTONA BEACH  
**NEWS-JOURNAL**

P.O. Box 630476, Cincinnati, OH 45263-0476

**PROOF OF PUBLICATION**

Courtney Hogge  
DEV. DISTRICT  
INDIGO COMM DEV DIST  
475 W Town PL # 114  
Saint Augustine FL 32092-3649

STATE OF FLORIDA, COUNTY OF VOLUSIA

Before the undersigned authority personally appeared,  
who, on oath says that he/she is LEGAL COORDINATOR of  
The News-Journal, a daily and Sunday newspaper,  
published at Daytona Beach in Volusia County, Florida; that  
the attached copy of advertisement, being a Public Notices in  
the Circuit Court, was published in said newspaper in the  
issues

07/15/2021

Affiant further says that The News-Journal is a newspaper  
published at Daytona Beach, in said Volusia County, Florida,  
and that the said newspaper has heretofore been  
continuously published in said Volusia County, Florida each  
day and Sunday and has been entered as second-class mail  
matter at the post office in Daytona Beach, in said Volusia  
County, Florida, for a period of one year next preceding the  
first publication of the attached copy of advertisement; and  
affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate,  
commission or refund for the purpose of securing this  
advertisement for publication in the said newspaper.  
Subscribed and sworn to before on 07/15/2021

*Linda Tuttle*  
Legal Clerk

*Larry Brown*  
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$262.64

Order No: 6044323

Customer No: 464696

PO #:

# of Copies:  
1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

**NOTICE OF SPECIAL MEETING  
OF BOARD OF SUPERVISORS  
INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

Notice is hereby given that a special meet-  
ing of the Board of Supervisors (the  
"Board") of the Indigo Community Devel-  
opment District is scheduled to be held on  
Wednesday, July 28, 2021 at 1:00 p.m. at  
the Holiday Inn Daytona Beach LPGA  
Boulevard, 137 Autormall Circle, Daytona  
Beach, FL 32124, where the Board may  
consider any business that may properly  
come before it. The Meeting is open to the  
public and will be conducted in accor-  
dance with the provisions of Florida law  
for community development districts. The  
Meeting may be continued to a date, time,  
and place to be specified on the record at  
such Meeting.

An electronic copy of the agenda for this  
meeting may be obtained from the  
District Manager, at 475 West Town  
Place, Suite 114, St. Augustine, Florida  
32092 or by calling (904)940-5850, and is  
expected to also be available on the  
District's website at:

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

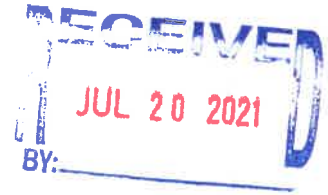
Pursuant to provisions of the Americans  
with Disabilities Act, any person requiring  
special accommodations at this meeting  
because of a disability or physical impair-  
ment should contact the District Office at  
(904) 940-5850 at least 48 hours prior to the  
meeting. If you are hearing or speech  
impaired, please contact the Florida  
Relay Service by dialing 7-1-1, or 1-800-955-  
8771 (TTY) / 1-800-955-8770 (Voice), for aid  
in contacting the District Office.

A person who decides to appeal any deci-  
sion made at the meeting with respect to  
any matter considered at the meeting is  
advised that person will need a record of  
the proceedings and that accordingly, the  
person may need to ensure that a verba-  
lim record of the proceedings is made,  
including the testimony and evidence  
upon which such appeal is to be based.

If you are unable to participate by tele-  
phone, please contact the District  
Manager's office at (904)940-5850 or  
[jperry@amsnf.com](mailto:jperry@amsnf.com) for further accommo-  
dations.

James Perry  
District Manager

July 15, 2021 (6044323)



NANCY HEYRMAN  
Notary Public  
State of Wisconsin

# Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.  
Flagler Beach, FL 32136

## Invoice

DATE	INVOICE #
8/31/2021	6617

<b>BILL TO</b>
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

REC  
AUG 30 2021  
BY:

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. August jobs in the Community of LPGA International and Grande Champion.		
	August / Monthly maintenance of all four fountains and it's surrounding areas in the LPGA International Community.	120.00	120.00
	Monthly maintenance of ground lighting and streetlights throughout the LPGA International Community.	230.00	230.00
	Replacing of bulbs to misc. light fixtures at the following locations: 1. Bulb to streetlight at the intersection of Champions Drive and Centennial. ( 250w Metal Halide bulb )	0.00	0.00
	Misc. repairs of all lighting fixtures in LPGA International. 1. All OK	0.00	0.00
	Misc. jobs in the Community of LPGA International. 1. All OK	0.00	0.00
	#31		
32	3" Chlorine tablet	3.01	96.32
12	Gallon Chlorine	3.98	47.76
1	250w Metal Halide mogul base Bulb	38.06	38.06
	330-53800-46000 LPGA Athly Repairs/Maint (LPGA Community total: \$532.14)		
Please make check payable to STLHS Inc.		<b>Total</b>	

# Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.  
Flagler Beach, FL 32136

## Invoice

DATE	INVOICE #
8/31/2021	6617

<b>BILL TO</b>
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. jobs at the I-95 overpass		
	Testing and replacing of bulbs to palm trees and LPGA lettering flood fixtures at the following locations: 1. All OK	45.00	45.00
	Misc. repairs to palm tree and LPGA lettering flood fixtures at the I-95 overpass. 1. All OK	0.00	0.00
	(I-95 Overpass Total \$45.00)		
	320-53800-46000 all as testing/replacing bulbs		
Please make check payable to STLHS Inc.		<b>Total</b>	\$577.14

**From:**

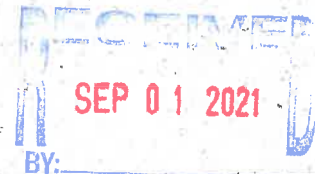
Solaris Management Inc.  
1617 Ridgewood Ave. Ste D  
Daytona Beach FL 32117  
(904) 687-1255

**Bill to:**

Indigo Community Development District  
Governmental Management Services  
1408 Hamlin Avenue, Unit E  
St Cloud, FL 34771

**INVOICE**

Date	Invoice #
8/31/21	83121

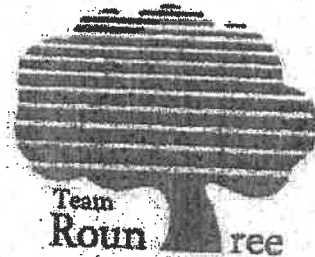
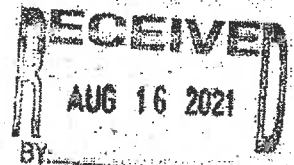


<u>Description</u>	<u>Amount</u>
#189 <u>Site Management Services - August 2021</u> 330-538-12	\$2,650.00
<b>TOTAL DUE</b>	<b>\$2,650.00</b>

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To  
Indigo Community Development District  
c/o Government Management Services-CE LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Service Address  
Repairs made due to paving work

Date 8/9/2021 Invoice # 26627

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
08/09/21 - Repaired damages to Timer A Champions Drive	
Replaced (4) PGP rotors	
Installed (4) 1/2" Couplings	88.00
Installed (2) 3/4" x 1/2" Street Elbows	8.00
Installed (8) ft. 1/2" PVC	5.00
Installed (2) 1" Couplings	8.00
Labor	5.00
	432.00
08/10/21 - Repaired zone #24 & 25 Time A on Champions Dr.	
Replaced (5) PGP rotors	
Installed (4) 3/4" Couplings	110.00
Installed (10) ft. 3/4" Flex PVC	8.00
Installed (2) 3/4" Elbows	15.00
Labor	3.00
	432.00
08/11/21 - Continued repair on zone #25 Time A	
Installed (20) ft. 3/4" Flex PVC	
Installed (4) PGP rotors	30.00
Installed (6) 3/4" Elbows	12.00
Installed (2) 3/4" Couplings	88.00
Labor	3.00
	432.00
08/12/21 - Repaired zone #1 Timer B	
Installed (25) ft. 1" Flex PVC	
Installed (4) 2 x 1-1.2" Reducers	50.00
	12.00
Total	

Thank you for choosing Team Rountree!

We accept Visa, MasterCard & Discover



Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice



www.teamroutree.net

Billed To
Indigo Community Development District c/o Government Management Services-CP, LLC 1406 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address
Repairs made due to paying work

Date	Invoice #
8/9/2021	26627

Need additional services? Please call our office, so your  
request can be recorded and scheduled in a  
timely manner!

Description	Amount
Installed (4) 1-1/2" x 1" Reducers	
Installed (2) 1" Couplings	10.00
Installed (10) ft. 1" PVC	3.00
Labor	10.00
	432.00
08/13/21 - Repaired Zone #1 Timer B	
Replaced (2) PGP rotors	
Installed (4) 1/2" Couplings	44.00
Installed 1/2" Elbows	6.00
Installed (10) ft. 1/2" PVC	4.50
Installed (2) 3/4" Couplings	15.00
Labor	4.00
	432.00
#160 330-53800 - 46100	
Thank you for choosing Team Rountree!	
Total	\$2,701.50

We accept Visa, MasterCard & Discover

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
8/23/2021	26635

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Lisa Field (realtor) (772)530-0097 lisamfield@gmail.com When she placed the 'for sale' sign in the ground, she broke the wires that reach the timer, and a short circuit was made in the system. Technician had to locate the problem.	
Installed (40)-ft. of 2-wires	120.00
Installed (20) Wire nut connectors	640.00
Installed (2) 6" Valve boxes	30.00
Labor to locate valves and troubleshoot the problem	2,048.00
 #160 330 - 53800 - 46100	
Thank you for choosing Team Rountree!	
Total	\$2,838.00

We accept Visa, MasterCard & Discover

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice



www.teamroundtree.net

Bill To
Indigo Community Development District c/o Government Management Services-CP, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
8/26/2021	26679

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Installed (3) Pallets of sod	1,050.00
<div>#160 330-53800-46600</div> <div>RECEIVED SEP 01 2021 BY: _____</div>	
Thank you for choosing Team Rountree!	Total \$1,050.00

We accept Visa, MasterCard & Discover



# WILLSCOT

901 SOUTH BOND ST., SUITE 600  
BALTIMORE MD 21231

(800) 782-1500, Option 1  
customersuccess@willscot.com  
www.willscot.com  
Fed ID# 52-0665775



INDIGO COMMUNITY DEVELOPMENT DISTR  
1408 HAMLIN AVE UNIT E  
SAINT CLOUD FL 34771-8588



## INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10447642	9011335449	8/17/2021	004	DUE NOW
PAYMENT DUE		\$333.41		
INVOICE DUE DATE		8/17/2021		

### BRANCH:

ORLANDO  
801 JETSTREAM DRIVE  
ORLANDO FL 32824  
(407) 851-9030

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W579986	13056695	164785		Curt von der Osten 9046871255	8/17/2021 - 9/16/2021	INDIGO COMMUNITY DEVELOPMENT DISTRI 105 GRANDE CHAMPION BLVD. DAYTONA BEACH FL 32124

Quantity	Item #/Description	Price/Rate	Amount
1	RENT STORAGE OWL-31257	\$318.55 Rental	\$318.55
1	PERSONAL PROPERTY EXPENSES	\$9.56	\$9.56
1	INTEREST CHARGE	\$5.30	\$5.30
Sub-total			\$333.41
INVOICE TOTAL			\$333.41

#130  
Rent Storage  
320.538.49 \$164.06  
330.538.49 \$164.05

RECEIVED  
AUG 23 2021

#130  
Rent Storage  
320-528-44 \$164.06  
330-528-44 \$164.05

RECEIVED

AUG 23 2021

Invoice in USD

T\* - Denotes taxable item, N\* - Denotes non-taxable item.



### PAYMENT OPTIONS

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

<https://portal.mobilemini.com>

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

### PLEASE REMIT WITH PAYMENT

INVOICE TOTAL \$333.41  
Invoice #: 9011335449  
Due Date: 8/17/2021  
Customer: INDIGO COMMUNITY DEVELOPMENT DISTR  
Customer #: 10447642

### PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.  
PO BOX 91975  
CHICAGO IL 60693-1975

0000104476422901133544900000000000333414

# SOLITUDE

LAKE MANAGEMENT

Voice: (888) 480-5253 Fax: (888) 358-0088

**SOLD TO:** Lpga 195 Interchange  
Indigo Community Development District  
1408 Hamlin Ave Unit E  
St Cloud, FL 34771

## INVOICE

Invoice Number: PI-A00668931

Invoice Date: 09/01/21

**PROPERTY:** Lpga 195  
Interchange

SEP 09 2021  
BY: \_\_\_\_\_

8028	Customer PO	Payment Terms
		Net 30

Josh F. McGarry	Shipment Method	Shipment Date	Due Date
			10/01/21

Qty	Item Description	Unit Price	Amount	Ext
1	Lake & Pond Management Services SVR50092 09/01/21 - 09/30/21 Lake & Pond Management Services	396.55	396.55	

#15  
320-53800-46800

### PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	396.55
Sales Tax	0.00
Total Invoice	396.55
Payment Received	0.00
<b>TOTAL</b>	<b>396.55</b>

www.solitudelakemanagement.com

www.aeratorsaquatics4lakesnponds.com

COURTEAUX ELECTRIC INC.

85 N YONGE ST  
ORMOND BEACH FL 32174

Phone (386) 672-4900

Fax (386) 676-7472

RECEIVED  
SEP 10 2021  
BY: \_\_\_\_\_

# INVOICE

Date	Invoice #
6/3/2021	18314133

Bill To
INDIGO CDD 1408 HAMLIN AVE UNIT E ST. CLOUD FLORIDA

Customer Phone	
Customer Fax	

Terms	JOB NAME
Due on receipt	LPGA BULLET LIGHTS

Description	Qty	Rate	Amount
REPLACE 15 BULLET TREE LIGHTS AS PER LIST FROM MANAGEMENT.  #34 330-53800- 46000		1,350.00	1,350.00
Total			\$1,350.00
Payments/Credits			\$0.00
Balance Due			\$1,350.00

COURTEAUX ELECTRIC INC.

85 N YONGE ST  
ORMOND BEACH FL 32174

Phone (386) 672-4900

Fax (386) 676-7472

RECEIVED  
SEP 10 2021  
BY: \_\_\_\_\_

# INVOICE

Date	Invoice #
6/8/2021	18314205

Bill To
INDIGO CDD 1408 HAMLIN AVE UNIT E ST. CLOUD FLORIDA

Customer Phone	
Customer Fax	

Terms	JOB NAME
Due on receipt	LPGA

Description	Qty	Rate	Amount
DUG UP 3 BOXES BY THE NORTH ENTRANCE THAT WAS DAMAGED AND REPLACED THE BOXES. DUG OUT 1 BOX BY THE 1ST TREE BEFORE THE POWER LINES  H34 330 - 53800 - 46000		225.00	225.00
Total			\$225.00
Payments/Credits			\$0.00
Balance Due			\$225.00

**Governmental Management Services, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice**

Invoice #: 226

Invoice Date: 9/1/21

Due Date: 9/1/21

Case:

P.O. Number:

**Bill To:**Indigo CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	#	Hours/Qty	Rate	Amount
Management Fees - September 2021	910,513.34		4,708.33	4,708.33
Information Technology - September 2021	381		333.33	333.33
Dissemination Agent Services - September 2021	213		258.33	258.33
Office Supplies	51		20.15	20.15
Postage	42		2.00	2.00
Copies	423		157.20	157.20
Telephone	41		64.35	64.35
<b>Total</b>				<b>\$5,543.69</b>
<b>Payments/Credits</b>				<b>\$0.00</b>
<b>Balance Due</b>				<b>\$5,543.69</b>

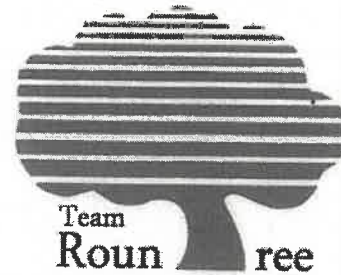
**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

RECEIVED  
 SEP 01 2021  
 BY: \_\_\_\_\_

# Invoice

**386-274-4050 FAX 386-236-1270**

<b>Bill To</b>
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771



www.teamroutree.net

Date	Invoice #
8/31/2021	26628

<b>Service Address</b>

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
08/16/21 - Repaired Zone #1 Timer B	
Installed (4) 1/2' Couplings	8.00
Installed (4) 1/2' Elbows	8.00
Replaced (3) PGP rotors	66.00
Installed (10) ft. 1/2' PVC	10.00
Labor	432.00
08/17/21 - Repaired Timer A Zone #25	
Line leak by the tree	
Installed (4) 1/2' Couplings	8.00
Installed (3) PGP rotors	66.00
Installed (10) ft. 1/2' PVC	10.00
Labor	216.00
08/25/21 - Repaired Zone #17 and #20	
Installed (4) 1-1/2' Slip fix	60.00
Installed (4) 1-1/2' Tee	12.00
Installed (20) ft. 1/2' PVC Flex	20.00
Installed (10) 3/4" x 1/2" Street elbows	15.00
Replaced (*12) PGP rotors	264.00
Installed (10) ft. 1-1/2" PVC	15.00
Installed (2) 1" x 1/2" Tee	3.00
Installed (2) 1/2" Tee	3.00
Labor	540.00
Thank you for choosing Team Rountree!	
<b>Total</b>	

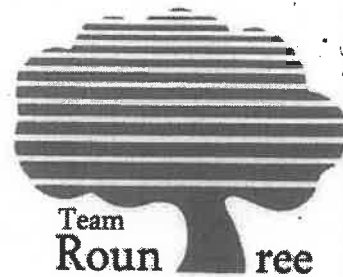
**We accept Visa, MasterCard & Discover**



**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

# Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
8/31/2021	26628

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
08/26/21 - Repairs to Timer B Zones #20-21-22	
Replaced (8) PGP rotors	176.00
Installed (2) 2" Slip fix	66.00
Installed (6) 1-1/2" Slip fix	120.00
Installed (5) 1" Slip fix	60.00
Installed (6) Couplings	12.00
Installed (1) 1-1/4" x 1/2" Reducer	2.00
Installed (3) ft. 1-1/4" PVC	4.50
Installed (3) ft. 1/2" PVC Flex	3.00
Installed (2) 1/2" Couplings	4.00
Installed (1) 1-1/4" Tee	2.50
Installed (3) Caps	4.50
Installed (6) 3/4" Couplings	9.00
Installed (6) 3/4" Street elbows	9.00
Installed (6) ft. 1/2" PVC	9.00
Labor	432.00
08/27/21 - Troubleshooting Timer B Zones #19 to 26	
Installed (2) II00 Decoders	300.00
Installed (10) Wire nuts	80.00
Labor	720.00
08/30/21 - Champions Dr.	
Installed (4) 1" Couplings	8.00
Installed (4) 1" x 3/4" Reducers	8.00
Thank you for choosing Team Rountree!	
Total	

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Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

• 386-274-4050 FAX 386-236-1270

Bill To

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Service Address

# Invoice



www.teamroutree.net

Date

Invoice #

8/31/2021

26628

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Installed (2) ft1' Flex	6.00
Installed (8) 3/4" x 3/4" Reducers	16.00
Installed (6) ft. 1/2" Flex	6.00
Replaced (8) PGP rotors	176.00
Replaced (2) 6" Pop-ups	31.90
Replaced (2) Nozzles	4.00
Installed (2) 2" Street elbows	4.00
Installed (2) 1" Slip fix	36.00
Labor	432.00
08/31/21 - Repairs to Timer B Zones 29 - 30	
Replaced (1) Decoder 100-Hunter	180.00
Installed (8) Wire nuts	64.00
Labor	360.00
Thank you for choosing Team Rountree!	
<b>Total</b> \$5,101.40	

We accept Visa, MasterCard & Discover



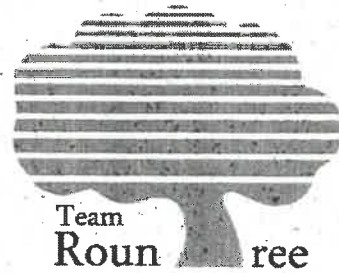
**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

# Invoice



[www.teamroutree.net](http://www.teamroutree.net)

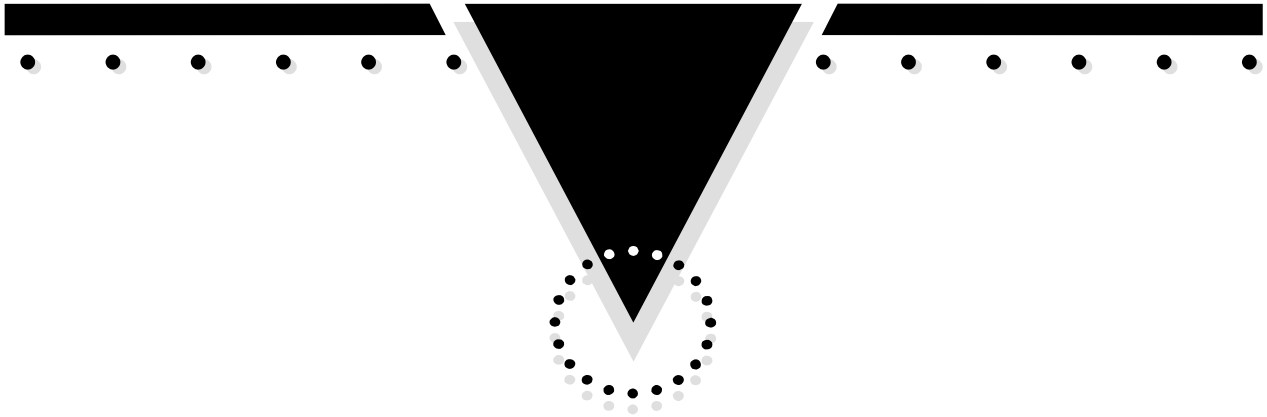
Date	Invoice #
9/1/2021	26657

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
<u>Conservation easement maintenance underbrushing</u>  #160wd 330-538 464	3,986.00
<div>RECEIVED SEP 01 2021 BY: _____</div>	
Thank you for choosing Team Rountree!	<b>Total      \$3,986.00</b>

We accept Visa, MasterCard & Discover

*EIGHTH ORDER OF BUSINESS*



# **Indigo**

## **Community Development District**

**Unaudited Financial Reporting**  
**August 31, 2021**



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1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
4	<u>Debt Service Fund Series 1999A Income Statement</u>
5	<u>Debt Service Fund Series 1999C Income Statement</u>
6	<u>Debt Service Fund Series 2005 Income Statement</u>
7	<u>Capital Projects Fund Series 1999A Income Statement</u>
8-9	<u>Month to Month</u>
10	<u>Assessment Receipt Schedule</u>

**Indigo**  
Community Development District  
Combined Balance Sheet  
As of August 31, 2021

	<u>Governmental Funds</u>			<u>Account Groups</u>		<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>General</u> <u>Fixed Assets</u>	<u>General Long-Term Debt</u>	(memorandum only) <u>2021</u>
<b>Assets</b>						
Cash	\$72,094	----	----	----	----	\$72,094
Assessment Receivable	\$3,000	----	----	----	----	\$3,000
Prepaid Expense	\$500	----	----	----	----	\$500
Investments						
Custodial Operating Account	\$103,009	----	----	----	----	\$103,009
State Board of Administration - Operating	\$10,601	----	----	----	----	\$10,601
State Board of Administration - Reserve	\$2,070,872	----	----	----	----	\$2,070,872
Series 1999A						
Reserve Account	----	\$80,675	----	----	----	\$80,675
Revenue Account	----	\$49,420	----	----	----	\$49,420
Construction	----	----	\$148,233	----	----	\$148,233
Series 1999C						
Reserve Account	----	\$59,586	----	----	----	\$59,586
Revenue Account	----	\$763,584	----	----	----	\$763,584
Redemption Account	----	\$339	----	----	----	\$339
Remedial Expenditure	----	\$0	----	----	----	\$0
Series 2005						
Reserve Account	----	\$60,209	----	----	----	\$60,209
Escrow Deposit Fund	----	\$9,849	----	----	----	\$9,849
Prepayment Account	----	\$1,978	----	----	----	\$1,978
Revenue Account	----	\$1,107,379	----	----	----	\$1,107,379
Remedial Expenditure	----	\$0	----	----	----	\$0
Fixed Assets	----	----	----	\$8,305,270	----	\$8,305,270
Amount Available/Long-Term Debt	----	----	----	----	\$2,133,018	\$2,133,018
Amount to be Provided/Long Term Debt 1999A	----	----	----	----	\$464,905	\$464,905
Amount to be Provided/Long Term Debt 1999C	----	----	----	----	\$5,836,491	\$5,836,491
Amount to be Provided/Long Term Debt 2005	----	----	----	----	\$4,790,585	\$4,790,585
<b>Total Assets</b>	<b>\$2,260,075</b>	<b>\$2,133,018</b>	<b>\$148,233</b>	<b>\$8,305,270</b>	<b>\$13,225,000</b>	<b>\$26,071,596</b>
<b>Liabilities</b>						
Accounts Payable	\$16,898	----	----	----	----	\$16,898
Accrued Principal Payment 1999C	----	\$1,255,000	----	----	----	\$1,255,000
Accrued Interest Payment 1999C	----	\$5,075	----	----	----	\$5,075
Accrued Principal Payment 2005	----	\$630,000	----	----	----	\$630,000
Accrued Interest Payment 2005	----	\$2,143,019	----	----	----	\$2,143,019
Bonds Payable 1999A	----	----	----	----	\$595,000	\$595,000
Bonds Payable 1999C	----	----	----	----	\$6,660,000	\$6,660,000
Bonds Payable 2005	----	----	----	----	\$5,970,000	\$5,970,000
<b>Fund Equity, Other Credits</b>						
Investments in General Fixed Assets	----	----	----	\$8,305,270	----	\$8,305,270
Fund Balances						
Restricted for Debt Service 1999A/B	----	\$130,095	----	----	----	\$130,095
Restricted for Debt Service 1999C	----	(\$436,566)	----	----	----	(\$436,566)
Restricted for Debt Service 2005	----	(\$1,593,604)	----	----	----	(\$1,593,604)
Restricted for Capital Projects 1999A/B	----	----	\$148,233	----	----	\$148,233
Assigned for General Fund	\$450,000	----	----	----	----	\$450,000
Unassigned General Fund	\$1,793,177	----	----	----	----	\$1,793,177
<b>Total Liabilities, Fund Equity</b>	<b>\$2,260,075</b>	<b>\$2,133,018</b>	<b>\$148,233</b>	<b>\$8,305,270</b>	<b>\$13,225,000</b>	<b>\$26,071,596</b>

# INDIGO

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures As of August 31, 2021

	General Fund Budget	Prorated Budget 8/31/21	Actual 8/31/21	Variance
<b>REVENUES:</b>				
Maintenance Assessments	\$639,785	\$639,785	\$673,618	\$33,833
Miscellaneous Income	\$0	\$0	\$92	\$92
City of Daytona Funding	\$8,100	\$0	\$0	\$0
Interest Income	\$25,000	\$22,917	\$3,379	(\$19,538)
<b>TOTAL REVENUES</b>	<b>\$672,885</b>	<b>\$662,702</b>	<b>\$677,088</b>	<b>\$14,387</b>

#### **EXPENDITURES:**

##### ADMINISTRATIVE:

Supervisor Fees	\$12,000	\$11,000	\$6,400	\$4,600
FICA Expense	\$918	\$842	\$490	\$352
Engineering	\$5,000	\$4,583	\$0	\$4,583
Attorney	\$32,000	\$29,333	\$15,641	\$13,692
Annual Audit	\$5,000	\$5,000	\$5,000	\$0
Arbitrage	\$1,350	\$1,350	\$1,350	\$0
Trustee	\$14,000	\$4,089	\$4,089	\$0
Dissemination Agent	\$3,100	\$2,842	\$2,842	\$0
Special Assessment Roll Preparation	\$20,000	\$20,000	\$20,000	\$0
Management Fees	\$56,500	\$51,792	\$51,792	\$0
Information Technology	\$4,000	\$3,667	\$3,667	\$0
Telephone	\$300	\$275	\$71	\$204
Postage	\$1,500	\$1,375	\$805	\$570
Insurance	\$20,300	\$20,300	\$20,944	(\$644)
Printing & Binding	\$1,750	\$1,604	\$1,031	\$573
Legal Advertising	\$2,500	\$2,292	\$2,521	(\$229)
Other Current Charges	\$1,000	\$917	\$1,112	(\$196)
Office Supplies	\$350	\$321	\$142	\$179
Foreclosure Costs	\$0	\$0	\$1,143	(\$1,143)
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Office Expense	\$6,000	\$5,500	\$5,500	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$187,743</b>	<b>\$167,256</b>	<b>\$144,714</b>	<b>\$22,541</b>

##### FIELD:

##### **Operating Expenses I-95**

Landscape Maintenance	\$50,400	\$46,200	\$46,200	(\$0)
Landscape Contingency	\$2,000	\$1,833	\$2,600	(\$767)
Irrigation Repairs & Maintenance	\$10,000	\$9,167	\$20,097	(\$10,930)
Mowing	\$8,100	\$7,425	\$0	\$7,425
Lakes	\$5,336	\$4,891	\$5,067	(\$175)
Plant Replacement & Annuals	\$8,000	\$7,333	\$5,250	\$2,083
Utilities	\$18,000	\$16,500	\$10,021	\$6,479
Repairs	\$10,000	\$9,167	\$26,616	(\$17,449)
Miscellaneous	\$2,000	\$1,833	\$1,784	\$49
<b>Operating Expenses I-95</b>	<b>\$113,836</b>	<b>\$104,350</b>	<b>\$117,634</b>	<b>(\$13,285)</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## GENERAL FUND

### Statement of Revenues & Expenditures

	General Fund Budget	Prorated Budget 8/31/21	Actual 8/31/21	Variance
<b><i>Operating Expenses Community Wide</i></b>				
Site Manager	\$31,800	\$29,150	\$29,150	\$0
Landscape Maintenance	\$418,884	\$383,977	\$383,977	\$0
Landscape Contingency	\$26,912	\$24,669	\$26,125	(\$1,456)
Irrigation Repairs & Maintenance	\$30,000	\$27,500	\$25,317	\$2,183
Lakes	\$37,956	\$34,793	\$31,630	\$3,163
Plant Replacement & Annuals	\$35,000	\$32,083	\$43,473	(\$11,390)
Utilities	\$45,000	\$41,250	\$27,772	\$13,478
Repairs	\$65,972	\$60,474	\$25,974	\$34,500
Stormwater System	\$3,750	\$3,438	\$0	\$3,438
Sidewalks	\$3,000	\$2,750	\$0	\$2,750
Miscellaneous	\$15,000	\$13,750	\$34,371	(\$20,621)
Conservation Easement Maintenance	\$47,832	\$43,846	\$49,022	(\$5,176)
Tree Trimming	\$43,200	\$39,600	\$40,150	(\$550)
Pressure Washing	\$17,000	\$15,583	\$5,088	\$10,496
<b>Operating Expenses Community Wide</b>	<b>\$821,306</b>	<b>\$752,864</b>	<b>\$722,049</b>	<b>\$30,815</b>
<b>TOTAL FIELD</b>	<b>\$935,142</b>	<b>\$857,214</b>	<b>\$839,683</b>	<b>\$17,531</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,122,885</b>	<b>\$1,024,469</b>	<b>\$984,397</b>	<b>\$40,072</b>
<b>EXCESS REVENUES/ (EXPENDITURES) AND OTHER SOURCES</b>	<b>(\$450,000)</b>	<b>----</b>	<b>(\$307,309)</b>	<b>----</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$450,000</b>	<b>----</b>	<b>\$2,550,486</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>----</b>	<b>\$2,243,177</b>	<b>----</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 1999A

Statement of Revenues & Expenditures

As of August 31, 2021

### REVENUES:

	Debt Service Budget	Prorated Budget 8/31/21	Actual 8/31/21	Variance
Special Assessments	\$79,064	\$79,064	\$79,835	\$771
Interest Income	\$0	\$0	\$7	\$7
<b>TOTAL REVENUES</b>	<b>\$79,064</b>	<b>\$79,064</b>	<b>\$79,842</b>	<b>\$778</b>

### EXPENDITURES:

Interest Expense - 11/01	\$20,825	\$20,825	\$20,825	\$0
Principal Expense - 5/01	\$35,000	\$35,000	\$35,000	\$0
Interest Expense - 5/01	\$20,825	\$20,825	\$20,825	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$76,650</b>	<b>\$76,650</b>	<b>\$76,650</b>	<b>\$0</b>

### OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>EXCESS REVENUES/ (EXPENDITURES) AND OTHER SOURCES</b>	<b>\$2,414</b>	<b>----</b>	<b>\$3,192</b>	<b>----</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$46,977</b>	<b>----</b>	<b>\$126,903</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$49,391</b>	<b>----</b>	<b>\$130,095</b>	<b>----</b>

### Fund Balance Calculation

Reserve Account	\$80,675
Revenue Account	\$49,420
<b>Total Series 1999A Funds Available</b>	<b>\$130,095</b>



# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 1999C

Statement of Revenues & Expenditures

As of August 31, 2021

### REVENUES:

	Debt Service Budget	Prorated Budget 8/31/21	Actual 8/31/21	Variance
Special Assessments - Tax Collector	\$567,166	\$567,166	\$592,143	\$24,977
Interest Income	\$2,500	\$2,292	\$63	(\$2,229)
Other Income Source	\$371,184	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$940,850</b>	<b>\$569,458</b>	<b>\$592,206</b>	<b>\$22,749</b>

### EXPENDITURES:

Debt Service Obligation	\$940,850	\$466,200	\$466,200	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$940,850</b>	<b>\$466,200</b>	<b>\$466,200</b>	<b>\$0</b>

### OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	(\$34,112)	(\$34,112)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$34,112)</b>	<b>(\$34,112)</b>
<b>EXCESS REVENUES (EXPENDITURES) AND OTHER SOURCES</b>	<b>\$0</b>	<b>----</b>	<b>\$91,894</b>	<b>----</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>	<b>----</b>	<b>(\$528,460)</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>----</b>	<b>(\$436,566)</b>	<b>----</b>

### Fund Balance Calculation

Reserve Account	\$59,586
Revenue Account	\$763,584
Redemption Account	\$339
Remedial Expenditure	\$0
Accrued Interest Payable	(\$5,075)
Accrued Principal Payable	(\$1,255,000)
<b>Total Series 1999C Funds Available</b>	<b>(\$436,566)</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 2005

Statement of Revenues & Expenditures

As of August 31, 2021

### **REVENUES:**

	Debt Service Budget	Prorated Budget 8/31/21	Actual 8/31/21	Variance
Special Assessments - Tax Collector	\$268,908	\$268,908	\$270,359	\$1,451
Interest Income	\$2,500	\$2,292	\$91	(\$2,201)
Other Income Source	\$306,580	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$577,988</b>	<b>\$271,200</b>	<b>\$270,450</b>	<b>(\$749)</b>

### **EXPENDITURES:**

Debt Service Obligation	\$577,988	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$577,988</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### **OTHER SOURCES/(USES)**

Other Debt Service Costs	\$0	\$0	(\$23,598)	(\$23,598)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$23,598)</b>	<b>(\$23,598)</b>

### **EXCESS REVENUES (EXPENDITURES) AND OTHER SOURCES**

<b>\$0</b>	<b>----</b>	<b>\$246,852</b>	<b>----</b>
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### **FUND BALANCE - BEGINNING**

<b>\$0</b>	<b>----</b>	<b>(\$1,840,456)</b>	<b>----</b>
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### **FUND BALANCE - ENDING**

<b>\$0</b>	<b>----</b>	<b>(\$1,593,604)</b>	<b>----</b>
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### **Fund Balance Calculation**

Reserve Account	\$60,209
Escrow Deposit Fund	\$9,849
Prepayment Account	\$1,978
Revenue Account	\$1,107,379
Remedial Expenditure	\$0
Accrued Interest Payable	(\$2,143,019)
Accrued Principal Payable	(\$630,000)
<b>Total Series 2005 Funds Available</b>	<b>(\$1,593,604)</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## CAPITAL PROJECTS FUND

### Series 1999A

#### Statement of Revenues & Expenditures

As of August 31, 2021

	Capital Projects Budget	Prorated Budget 8/31/21	Actual 8/31/21	Variance
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$7	\$7
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7</b>	<b>\$7</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7</b>	<b>\$7</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>	<b>----</b>	<b>\$148,226</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>----</b>	<b>\$148,233</b>	<b>----</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## Month to Month Income Statement FY2021

### REVENUES:

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Maintenance Assessments	\$0	\$37,540	\$238,775	\$16,369	\$15,341	\$23,554	\$22,454	\$3,964	\$253,945	\$47,151	\$14,525	\$0	\$673,618
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$92	\$0	\$0	\$0	\$0	\$0	\$92
City of Daytona Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$607	\$430	\$350	\$340	\$267	\$262	\$230	\$203	\$165	\$345	\$180	\$0	\$3,379
<b>TOTAL REVENUES</b>	<b>\$607</b>	<b>\$37,970</b>	<b>\$239,125</b>	<b>\$16,710</b>	<b>\$15,608</b>	<b>\$23,816</b>	<b>\$22,775</b>	<b>\$4,168</b>	<b>\$254,110</b>	<b>\$47,495</b>	<b>\$14,705</b>	<b>\$0</b>	<b>\$677,088</b>

### EXPENDITURES:

#### ADMINISTRATIVE:

Supervisor Fees	\$1,000	\$1,000	\$0	\$0	\$800	\$800	\$0	\$800	\$0	\$1,200	\$800	\$0	\$6,400
FICA Expense	\$77	\$77	\$0	\$0	\$61	\$61	\$0	\$61	\$0	\$92	\$61	\$0	\$490
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$2,423	\$2,564	\$1,329	\$1,887	\$1,960	\$1,818	\$589	\$3,073	\$0	\$0	\$0	\$0	\$15,641
Annual Audit	\$0	\$3,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Arbitrage	\$0	\$0	\$900	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350
Trustee	\$0	\$0	\$0	\$4,089	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,089
Dissemination Agent	\$258	\$258	\$258	\$258	\$258	\$258	\$258	\$258	\$258	\$258	\$258	\$0	\$2,842
Special Assessment Roll Preparation	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Management Fees	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$4,708	\$0	\$51,792
Information Technology	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$333	\$0	\$3,667
Telephone	\$0	\$0	\$0	\$19	\$0	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$71
Postage	\$244	\$83	\$9	\$65	\$0	\$100	\$18	\$126	\$9	\$71	\$81	\$0	\$805
Insurance	\$20,944	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,944
Printing & Binding	\$117	\$62	\$64	\$0	\$86	\$17	\$91	\$7	\$202	\$0	\$385	\$0	\$1,031
Legal Advertising	\$439	\$0	\$448	\$367	\$0	\$362	\$371	\$0	\$272	\$263	\$0	\$0	\$2,521
Other Current Charges	\$97	\$65	\$58	\$278	\$51	\$56	\$72	\$269	\$65	\$52	\$49	\$0	\$1,112
Office Supplies	\$18	\$21	\$21	\$0	\$20	\$0	\$21	\$0	\$20	\$0	\$20	\$0	\$142
Foreclosure Costs	\$140	\$0	\$0	\$140	\$0	\$280	\$0	\$583	\$0	\$0	\$0	\$0	\$1,143
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Office Expense	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$5,500
<b>TOTAL ADMINISTRATIVE</b>	<b>\$51,472</b>	<b>\$12,672</b>	<b>\$10,629</b>	<b>\$12,645</b>	<b>\$9,227</b>	<b>\$9,346</b>	<b>\$6,961</b>	<b>\$10,720</b>	<b>\$6,368</b>	<b>\$7,477</b>	<b>\$7,197</b>	<b>\$0</b>	<b>\$144,714</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## Month to Month Income Statement FY2021

FIELD:

**Operating Expenses I-95**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Landscape Maintenance	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$0	\$46,200
Landscape Contingency	\$0	\$0	\$0	\$1,200	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$2,600
Irrigation Repairs & Maintenance	\$0	\$0	\$0	\$2,852	\$928	\$10,817	\$0	\$0	\$5,500	\$0	\$0	\$0	\$20,097
Mowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakes	\$743	\$397	\$397	\$397	\$397	\$397	\$755	\$397	\$397	\$397	\$397	\$0	\$5,067
Plant Replacement & Annuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,250	\$0	\$0	\$0	\$5,250
Utilities	\$115	\$120	\$1,397	\$1,144	\$0	\$1,217	\$0	\$427	\$2,589	\$0	\$3,013	\$0	\$10,021
Repairs	\$45	\$85	\$45	\$45	\$45	\$26,042	\$45	\$129	\$45	\$45	\$45	\$0	\$26,616
Miscellaneous	\$131	\$164	\$164	\$164	\$164	\$164	\$164	\$164	\$177	\$164	\$164	\$0	\$1,784
OPERATING EXPENSES I-95	\$5,234	\$4,965	\$6,202	\$10,002	\$5,734	\$42,836	\$6,564	\$5,316	\$18,157	\$4,806	\$7,819	\$0	\$117,634

**Operating Expenses Community Wide**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Site Manager	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$0	\$29,150
Landscape Maintenance	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$34,907	\$0	\$383,977
Landscape Contingency	\$525	\$1,464	\$2,775	\$525	\$525	\$1,775	\$525	\$5,345	\$1,691	\$3,388	\$7,588	\$0	\$26,125
Irrigation Repairs & Maintenance	\$2,085	\$4,393	\$552	\$0	\$3,690	\$0	\$2,009	\$1,007	\$0	\$0	\$11,581	\$0	\$25,317
Lakes	\$0	\$3,163	\$3,163	\$3,163	\$3,163	\$3,163	\$3,163	\$3,163	\$3,163	\$3,163	\$3,163	\$0	\$31,630
Plant Replacement & Annuals	\$5,165	\$210	\$4,515	\$0	\$3,150	\$2,548	\$7,039	\$5,994	\$11,369	\$3,484	\$0	\$0	\$43,473
Utilities	\$2,526	\$2,459	\$2,516	\$2,811	\$2,570	\$2,597	\$2,611	\$2,436	\$2,479	\$2,401	\$2,368	\$0	\$27,772
Repairs	\$3,661	\$896	\$2,704	\$3,501	\$2,111	\$556	\$6,746	\$2,078	\$2,438	\$750	\$532	\$0	\$25,974
Stormwater System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$1,881	\$6,569	\$4,139	\$164	\$272	\$164	\$5,158	\$5,252	\$177	\$5,252	\$5,344	\$0	\$34,371
Conservation Easement Maintenance	\$3,986	\$3,986	\$3,986	\$3,986	\$3,986	\$3,986	\$3,986	\$3,986	\$9,162	\$3,986	\$3,986	\$0	\$49,022
Tree Trimming	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$4,150	\$3,600	\$3,600	\$3,600	\$0	\$40,150
Pressure Washing	\$0	\$0	\$0	\$0	\$0	\$5,088	\$0	\$0	\$0	\$0	\$0	\$0	\$5,088
OPERATING EXPENSES COMMUNITY WIDE	\$60,986	\$64,297	\$65,507	\$55,307	\$60,624	\$61,033	\$72,393	\$70,968	\$71,635	\$63,579	\$75,719	\$0	\$722,049

**TOTAL EXPENDITURES**

	\$117,692	\$81,934	\$82,339	\$77,953	\$75,585	\$113,216	\$85,918	\$87,004	\$96,160	\$75,862	\$90,734	\$0	\$984,397
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**EXCESS REVENUES/ (EXPENDITURES)**

	(\$117,085)	(\$43,963)	\$156,786	(\$61,244)	(\$59,978)	(\$89,400)	(\$63,143)	(\$82,836)	\$157,950	(\$28,367)	(\$76,029)	\$0	(\$307,309)
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**INDIGO COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT RECEIPTS - FY2021**

**TAX COLLECTOR**

**UNITS**

<b>NET TAX ROLL ASSESSED</b>	<b>4,579.28</b>	<b>\$ 639,778.96</b>	<b>\$ 79,064.20</b>	<b>\$ 567,166.29</b>	<b>\$ 268,908.34</b>	<b>\$ 1,554,917.79</b>
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<b>TAX ROLL RECEIVED</b>	<b>RECEIPTS</b>	<b>O&amp;M</b>	<b>1999A</b>	<b>1999C</b>	<b>2005A</b>	<b>REVENUE</b>
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11/18/20	\$ 38,373.31	\$ 16,684.98	\$ 3,368.79	\$ 17,336.93	\$ 982.61	\$ 38,373.31
11/22/20	\$ 49,071.98	\$ 20,854.88	\$ 5,133.02	\$ 19,420.29	\$ 3,663.79	\$ 49,071.98
12/2/20	\$ 70,301.48	\$ 28,614.87	\$ 7,989.09	\$ 26,369.94	\$ 7,327.58	\$ 70,301.48
12/9/20	\$ 344,498.16	\$ 149,267.40	\$ 31,313.05	\$ 129,263.11	\$ 34,654.60	\$ 344,498.16
12/17/20	\$ 136,554.14	\$ 60,892.59	\$ 14,000.03	\$ 45,309.52	\$ 16,352.00	\$ 136,554.14
1/5/21	\$ 22,562.50	\$ 9,027.06	\$ 2,141.43	\$ 8,224.76	\$ 3,169.25	\$ 22,562.50
1/14/21	\$ 8,663.64	\$ 3,304.02	\$ 984.95	\$ 3,306.30	\$ 1,068.37	\$ 8,663.64
1/25/21	\$ 10,023.15	\$ 4,038.31	\$ 960.53	\$ 4,454.79	\$ 569.52	\$ 10,023.15
2/5/21	\$ 4,761.76	\$ 1,786.73	\$ 614.21	\$ 2,073.12	\$ 287.70	\$ 4,761.76
2/17/21	\$ 36,011.85	\$ 13,554.17	\$ 1,089.12	\$ 13,566.44	\$ 7,802.12	\$ 36,011.85
3/2/21	\$ 3,794.34	\$ 1,492.86	\$ 323.28	\$ 1,399.87	\$ 578.33	\$ 3,794.34
3/16/21	\$ 69,913.48	\$ 20,560.80	\$ -	\$ 15,569.48	\$ 33,783.20	\$ 69,913.48
3/19/21	\$ 3,895.69	\$ 1,500.42	\$ 746.52	\$ 1,648.75	\$ -	\$ 3,895.69
4/7/21	\$ 15,247.53	\$ 12,124.51	\$ 160.12	\$ 2,228.58	\$ 734.32	\$ 15,247.53
4/14/21	\$ 15,616.46	\$ 7,402.70	\$ 1,746.22	\$ 5,513.32	\$ 954.22	\$ 15,616.46
4/27/21	\$ 7,384.74	\$ 2,926.31	\$ 933.02	\$ 2,938.27	\$ 587.14	\$ 7,384.74
5/21/21	\$ 4,307.48	\$ 3,964.41	\$ -	\$ 343.07	\$ -	\$ 4,307.48
6/10/21	\$ 3,110.42	\$ 1,450.64	\$ 282.43	\$ 1,074.97	\$ 302.38	\$ 3,110.42
6/18/21	\$ 557,819.67	\$ 252,494.81	\$ 8,049.15	\$ 244,883.01	\$ 52,392.70	\$ 557,819.67
7/2/21	\$ 169,221.23	\$ 47,150.75	\$ -	\$ 37,829.60	\$ 84,240.88	\$ 169,221.23
8/9/21	\$ 44,822.27	\$ 14,524.53	\$ -	\$ 9,389.26	\$ 20,908.48	\$ 44,822.27
						\$ -

<b>TOTAL TAX ROLL RECEIVED</b>	<b>\$ 1,615,955.28</b>	<b>\$ 673,617.75</b>	<b>\$ 79,834.96</b>	<b>\$ 592,143.38</b>	<b>\$ 270,359.19</b>	<b>\$ 1,615,955.28</b>
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<b>BALANCE DUE TAX ROLL</b>	<b>\$ (33,838.79)</b>	<b>\$ (770.76)</b>	<b>\$ (24,977.09)</b>	<b>\$ (1,450.85)</b>	<b>\$ (61,037.49)</b>	
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<b>PERCENT COLLECTED</b>	<b>105.29%</b>	<b>100.97%</b>	<b>104.40%</b>	<b>100.54%</b>	<b>103.93%</b>	
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\*Check#5154 American SW-30 Investments