Indigo East Community Development District

Agenda

May 17, 2022

AGENDA

Indigo East

Community Development District

219 East Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

May 10, 2022

Board of Supervisors Indigo East Community Development District

The Board of Supervisors of the Indigo East Community Development District will meet on Tuesday, May 17, 2022 at 9:00 a.m., or as shortly thereafter as reasonably possible at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, Florida 34481. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Notice for Meeting
- IV. Approval of Minutes of the February 15, 2022 Meeting
- V. Ratification of Dewberry Work Authorization 2022-01 for Stormwater Needs Analysis Report
- VI. Ratification of Proposal from Taylor & Sons Ground Breaking, LLC for 3 Depressions
- VII. Consideration of Resolution 2022-02 Approving the Proposed Fiscal Year 2023 Budget and Setting a Public Hearing
- VIII. Ratification of Actions Taken by Chair in Executing Deeds and Agreements Relative to Property Ownership and Maintenance Responsibilities
 - A. Memo Regarding Consideration for Transfers Pursuant to Approved Actions to Finalize Operation and Maintenance of Indigo East Structuring
 - B. Quitclaim Deeds
 - C. Easement Agreement with On Top of the World Communities, LLC
 - IX. Financing Matters
 - A. Consideration of Resolution 2022-03 Authorizing the Issuance and Validation of Series 2022A Refunding Bonds
 - 1. Exhibit A Interlocal Agreement
 - 2. Exhibit B Series 2022A Supplemental Trust Indenture
 - X. General Election Qualifying Period and Procedure
 - XI. Staff Reports
 - A. Attorney
 - B. District Manager
 - 1. Approval of Check Register
 - 2. Balance Sheet and Income Statement
 - 3. Presentation of Number of Registered Voters: 945
- XII. Other Business
- XIII. Supervisors Requests
- XIV. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

Enclosed under the third order of business is the affidavit of publication associated with the public notice for this meeting.

The fourth order of business is the approval of the minutes from the February 15, 2022 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business is the ratification of Dewberry work authorization 2022-01 regarding the stormwater needs analysis report. The work authorization is enclosed for your review.

The sixth order of business is the ratification of a proposal from Taylor & Sons Ground Breaking, LLC for 3 depressions. The proposal is enclosed for your review.

The seventh order of business is the consideration of resolution 2022-02 approving the proposed fiscal year 2023 budget and setting a public hearing. A copy of the resolution is enclosed for your review.

The eighth order of business is the ratification of actions taken by the Chairman in executing deeds and agreements relative to property ownership and maintenance responsibilities. Subsection A is a memo regarding consideration for transfers pursuant to the approved actions to finalize operation and maintenance of Indigo East structuring. Sub-Section B includes the quitclaim deeds. Section C includes the easement agreement with On Top of The World Communities, LLC., enclosed for your review.

The nineth order of business is financing matters. Section A is the consideration of Resolution 2022-03 authorizing the issuance and validation of series 2022A refunding bonds. The resolution is enclosed for your review. Sub-section 1 includes exhibit A, the interlocal agreement with the Bay Laurel Community Development District. Sub-section 2 includes exhibit B, the supplemental trust indenture.

The tenth order of business is the discussion of the general election qualifying period and procedure. The qualifying information is enclosed for your review.

The eleventh order of business is Staff Reports. Section 1 of the District Managers Report includes the check register for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is the presentation of number of registered voters within the boundaries of the district.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

George Flint

George S. Flint District Manager

Cc: Gerald Colen, District Counsel
Ken Colen, On Top of the World
Guy Woolbright, On Top of the World
Lynette Vermillion, On Top of the World
Darrin Mossing, GMS

SECTION III



The Gainesville Sun | The Ledger Daily Commercial | Ocala StarBanner News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Indigo East Cdd-Gms-Cf Indigo East Cdd-Gms-Cf 135 W Central BLVD # 320 Orlando FL 32801-2435

STATE OF FLORIDA, COUNTY OF MARION

The Star Banner, a newspaper printed and published in the city of Ocala, and of general circulation in the County of Marion, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

09/14/2021

and that the fees charged are legal. Sworn to and subscribed before on 09/14/2021

WI, County of Brown Notary, State of

My commision expires

Publication Cost:

\$160.46

Order No:

6287494

of Copies:

Customer No:

536675

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT Notary Public State of Wisconsin NOTICE OF MEETING DATES INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the Indigo East Community Development District will hold their regularly scheduled public meetings for the Fiscal Year 2022 at 9:00 AM, or as shortly thereafter as reasonably possible, at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34476 as follows:

Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34476 as follows:
November 16, 2021
February 15, 2022
May 17, 2022
August 16, 2022
The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Please note that due to the ongoing nature of the COVID-19 public health emergency, if may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: www.indispoeastedd.com.
The meetings may be continued to adde, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommendations.

Any person requiring special accommodations at these meetings because of a disability or physical because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forly-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Flortida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Filint

Governmental

Management

Governmental Management Services – Central Florida, LLC District Manager Sept 14, 2021 No. 6287494

MINUTES

MINUTES OF MEETING INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

The regular Meeting of the Board of Supervisors of the Indigo East Community Development District was held on Tuesday, **February 15, 2022** at 9:30 a.m. at Circle Square Commons, 8395 SW 80th Street, Ocala, FL.

Present and constituting a quorum:

John Gysen	Chairman
Cynthia LaFrance	Vice Chair

Terry Solan Assistant Secretary
Harold Brouillard Assistant Secretary
Bob Hutson Assistant Secretary

Also present were:

George Flint	District Manager
Gerald Colen	District Counsel
Rachel Wagoner	Colen & Wagoner
Lynette Vermillion	Colen Built

Philip Hisey On Top of the World

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. Five members of the Board were present at the meeting, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Are there any public comments at this point? Hearing none,

THIRD ORDER OF BUSINESS

Notice for Meeting

Mr. Flint: The notice of the meeting was provided in the agenda and the meeting was advertised in the Ocala Star Banner as required by statute.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Frank DiPiero

Mr. Flint: Unfortunately, Mr. DiPiero submitted his resignation back in December, and any time a Board member resigns during the term of office, the remaining Board members appoint their replacement. I'll first ask for a motion to accept Mr. DiPiero's resignation.

On MOTION by Mr. Gysen, seconded by Mr. Brouillard, with all in favor, the Resignation of Frank DiPiero, was approved.

B. Review Letter of Interest

Mr. Flint: We did receive a letter of interest that was emailed to you under separate cover. It's from Mr. Bob Hutson, and I believe it is in your agenda package as well. There is no set procedure that the Board has to follow to appoint a replacement, so it is really up to the Board how you want to handle that.

C. Appointment of Individual to Fulfill Board Vacancy Ending November 2022

Mr. Flint: What I would like to do now is open the floor to nominations from the Board to fill the vacancy.

Mr. Gysen: I make a motion we appoint Mr. Hutson.

Mr. Flint: Okay, Any discussion? Hearing none,

On MOTION by Mr. Gysen, seconded by Mr. Brouillard, with all in favor, Appointment of Bob Hutson to Fulfill Board Vacancy Ending November 2022, was approved.

D. Administration of Oath of Office to Newly Appointed Board Member

Mr. Flint: Mr. Hutson if I could now have you come forward. As a citizen of the State of Florida and of the United States of America, and as an Officer of the Indigo East Development District, and a recipient of public funds, as such officer, do you hereby solemnly swear or affirm that you will support the Constitution of the United States and of the State of Florida?

Mr. Hutson: I do.

Mr. Flint: Okay, if you wouldn't mind signing where it says, "Board Supervisor" and I can notarize that for you. Attached to the oath, there is just an informational sheet with your contact information that we will get from you. Behind that is the Form 1 statement of financial interests, and that form is required by the state of Florida to be filed within 30 days of today with the Supervisor of Elections in Marion County. Annually, you will be sent a renewal of that which has to be filed. You will usually get that towards the beginning of June, and that has to be filed by July 1st. Attached to that, as a Board member you are entitled under Chapter 190 to compensation as a Board member, therefore you have the I-9 form and the W-4 form. You are a public official, similar to a city or county commissioner. Because CDDs are special Districts, they are governmental entities. You are subject to the Sunshine Law, public records laws, and other ethics laws for public officials in the State of Florida. Under the Sunshine Law, you are not to communicate with other Board members regarding CDD business outside of publicly noticed meetings. If you have any concerns or issues, you can always bring those to my attention. Under the Public Records Law, anything that you have in your possession that is CDD related could be subject to a public records request, and to the extent we have a copy of it, you don't need to keep those documents but if you do then keep them separate from your personal documents.

E. Consideration of Resolution 2022-01 Electing Officers

Mr. Flint: We have the resolution in your agenda. Mr. DiPiero was Vice Chair, and you'd probably want to appoint someone else to that position.

Mr. Gysen: I make a motion that we appoint Cynthia LaFrance as the Vice Chair.

On MOTION by Mr. Gysen, seconded by Mr. Brouillard, with all in favor, Resolution 2022-01 Electing Officers, with Ms. LaFrance as Vice Chair, was approved.

Mr. Flint: Now we need to designate an office for Mr. Hutson. Previously, Ms. LaFrance was an Assistant Secretary. Do we want to put him in that spot?

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, Resolution 2022-01 Electing Officers, with Mr. Hutson as Assistant Secretary, was approved.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the November 16, 2021 Meeting

Mr. Flint: Those minutes are in your agenda package. Did the Board have any comments or corrections to the minutes? Hearing no changes to the minutes I would ask for a motion to approve them.

On MOTION by Mr. Solan, seconded by Mr. Brouillard, with all in favor, the Minutes of the November 16th, 2021 Meeting, were approved.

SIXTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2021 Audit Report

Mr. Flint: The CDD is required to have an independent audit performed, and you all selected Grau & Associates as your independent auditor. They have prepared this report, and I would refer the Board to the last 2 pages with the management letter and report to management. If there were any issues found in the course of the audit, they would be reflected in the report to management. As you can see there are no current or prior findings and recommendations, and that they have determined that we have complied with provisions of the Auditor General of the State of Florida. Are there any questions? Hearing none,

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, the Fiscal Year 2021 Audit Report, was approved.

SEVENTH ORDER OF BUSINESS Consideration of Proposal for Plant Replacement

Mr. Flint: Next we have a proposal from Earthscapes Unlimited, who is the landscape contractor for Indigo East. This is for plant replacement, and there were some concerns raised about some of the landscaping along the right-of-way between the sidewalk and the road failing. As a result of that, a request was made for a proposal to replant those areas. The proposal is for \$171 for Jasmine, \$98 perennial peanuts, and 13 bales of pine straw. There are some pictures and a map included in the agenda.

Mr. Hisey: I am here to answer any questions you have. It's a little hard to see on the map, but the area between the curb and sidewalk was the area we jumped on. Earthscapes did replace plants in those areas several times. One of the areas is a frequent turnaround spot for cars and golfcarts as well. They also put pines straw down last week, so any additional would be minimal at best.

Mr. Colen: Under the payment terms, there's a statement at the bottom of the first page that says, "The act of non-payment creates a lien in favor of the contractor and any and all equipment and property of client in the possession of the contractor..." Would they have any of our property in their possession?

Mr. Hisey: No sir. That is just the standard draft that they use.

Mr. Flint: They can't legally lien a government entity. So, there is a master agreement with Earthscapes, and my suggestion is that we prepare an addendum that indicates if there's a conflict between their terms and our terms, our terms prevail. We did have a budget for plant replacement of \$2,500, so this could be accommodated within the existing budget.

Mr. Hisey: Areas that are used for a turnaround probably should not have plants planted and instead just have some extra pine straw put down.

Mr. Flint: The Board can make an amount that's a not-to-exceed, and then authorize us to adjust the scope accordingly with no plants in high traffic areas and the pine straw could be adjusted.

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, Proposal for Plant Replacement with Earthscapes Unlimited, with a Not-to-Exceed Amount of \$1,460.60, was approved.

EIGHTH ORDER OF BUSINESS Consideration of Proposal for Signage

Mr. Flint: This is a combination of straightening and replacing some signs. There have been concerns about some of the signposts leaning and some of the signs needing to be replaced. John T. Crowder, LLC, who the District has used in the past for their regulatory signage went out and did a survey of all the areas and signs that needed to be adjusted. There is a map attached, and they determined that there were 40 posts that needed to be straightened, 2 quad signs replaced, and 1 curb sign replaced. These unit costs are very reasonable, and I would suggest that the Board approve.

Mr. Gysen: Can we add two more speed signs on the main road? We've only got two on both entrances on 80th and 90th, but there's nothing in between.

Mr. Flint: The Board had approved a work order with the same contractor for \$500 because there were two different speed limits. They eliminated one internal sign and then they made the speed limits consistent, posted at each entrance. If the Board wants to add two signs, I don't think that's a problem if they are the right size and height. If you want, I can bring a proposal back at the May meeting or we can add it to this proposal.

Mr. Gysen: Let's add it to this one.

On MOTION by Mr. Solan, seconded by Mr. Hutson, with all in favor, the Proposal for Signage, was approved as amended to include two speed limit signs.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Gerry, do you have anything from counsel?

Mr. Colen: No, I have nothing further.

Mr. Flint: Are there any questions for the attorney? Hearing none,

B. District Counsel

Ms. Wagoner: I just wanted to provide an update on the cleanup action that the Board had previously considered and approved. Counsel has reviewed the deeds and will be coordinating the signing of those deeds by March 2^{nd} .

C. District Manager

1. Approval of Check Register

Mr. Flint: You have the approval of the check register. The total was \$67,223.47, and the detailed register is behind the summary. If the Board has any questions or comments I can answer them, otherwise we'd ask for a motion to approve.

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the Check Register, totaling \$67,223.47, was approved.

2. Balance Sheet and Income Statement

Mr. Flint: We have also provided you with the annual unaudited financial statements There is no action required by the Board, but if you have any questions, we can discuss those. Our expenses are in line with our prorated budget or the most part.

TENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Were there any other business items the Board wanted to discuss that was not on the agenda?

ELEVENTH ORDER OF BUSINESS

Supervisors Request

Mr. Flint: Anything else? Hearing none,

TWELFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Gysen, seconded by Mr. Solan, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary	Chairman / Vice Chairman

SECTION V



Sent Via Email: gflint@gmscfl.com

February 24,2022

Mr. George Flint, District Manager Indigo East Community Development District 219 East Livingston Street Orlando, Florida 32801

Subject:

Work Authorization Number 2022-1 **Indigo East Community Development District** Special Districts Stormwater 20-Year Needs Analysis Orange County, Florida

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. is pleased to submit this work order to provide general engineering services for the Indigo East Community Development District (District) for preparation of Special Districts Stormwater 20-Year Needs Analysis. We will provide these services pursuant to our current agreement ("District Engineer Agreement") as follows:

I. Scope of Work

We will prepare a Stormwater 20-Year Needs Analysis as required by the Florida Statutes, to be submitted to the county. Florida Statutes, Sections 403.9301 and 403.9302, (see Chapter 2021-194, Laws of Florida), "direct municipalities, counties, and independent special districts that provide a stormwater management system or program, or wastewater management services, to develop a 20year needs analysis every five years."

"For the first cycle of reports, local governments must submit their reports to their respective counties by June 30, 2022. The counties must compile the local reports (including their own) and submit them to EDR [Office of Economic & Demographic Research] and the secretary of the Department of Environmental Protection by July 31, 2022. EDR will then publish an analysis of the stormwater and wastewater submissions in the 2023 edition of the Annual Assessments of Florida's Water Resources and Conservation Lands. The next reporting cycle will begin in 2027."

This task includes:

- Completing an inventory of the existing stormwater systems and facilities within the District:
- Providing information as to the condition and note the maintenance and operation status as provided by the District;
- Providing responses on the EDR prepared spreadsheet for reporting information regarding the stormwater systems;
- Providing GIS maps of the facilities within the District boundary and details of the system operations and maintenance expectations for the five (5) year period; and
- Submitting to the county for their reporting.

We will assist the District in providing the report and additional information by June 30, 2022. The District will be responsible for providing costs for maintenance and proposed future expansions, if any are planned, including history. We will coordinate with the district manager and the board in providing said information.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$6,500, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this Work Authorization. We estimate a budget of \$1,000.

III. Additional Services

Any Additional Services requested that are not a part of this work authorization will be invoiced either on a time and materials basis, in accordance with the enclosed Schedule of Charges, or on a mutually agreed upon fee. Authorization under this task must be in writing.

This proposed work authorization, together with the referenced Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for considering Dewberry Engineers Inc. We look forward to continuing our business relationship.

Sincerely

Reinardo Malavé, P.E. Associate Vice President

APPROVED AND ACCEPTED

By: Authorized Representative of

Indigo East Community Development District

Date:

4/11/2522



SECTION VI



ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

March 8, 2022 Project No. 22-7325.03

Florida Registration N

Mr. George Flint Indigo East CDD C/O On Top of The World Communities 8435 SW 80th Street, Suite 3 Ocala, Florida 34481

Reference:

Existing Depressional Feature, Drainage Retention Area (DRA)

Indigo East - Phase I, Unit GG, Ocala, Florida

Depressional Feature Remediation

Dear Mr. Flint:

Geo-Technologies, Inc. (Geo-Tech) observed three (3) connected depressional features that measured approximately fifteen (15) feet in diameter and six (6) feet in depth in the northwest corner area of the existing DRA at the above mentioned site. The existing DRA is south of SW 78th Circle and west of SW 77th Court in Marion County, Florida

Based on our site observations, Geo-Tech recommends that the depressional feature be excavated and backfilled using a sandy clay soil. The excavation in the base of the depression should continue until firm soils are found. Sandy clay soils should have a minimum Plasticity Index of twenty-five (25) with a minimum of fifty (50) percent passing a U.S. Standard No. 200 sieve. Backfill operations should continue until the backfill soils elevations are high enough to keep surface water runoff from ponding. Compaction of the soils should obtain a minimum of ninety (90) percent of the Modified Procter (ASTM D-1557) maximum dry density value. Uncompacted lifts shall be no thicker than six (6) inches. Any shallow limestone observed within three (3) feet of the ground surface should be removed and capped over with sandy clay soils. We refer you to the Remediation Detail presented in Appendix I.

Geo-Tech appreciates the opportunity to provide our services for this project. Should you have any questions regarding the contents of this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

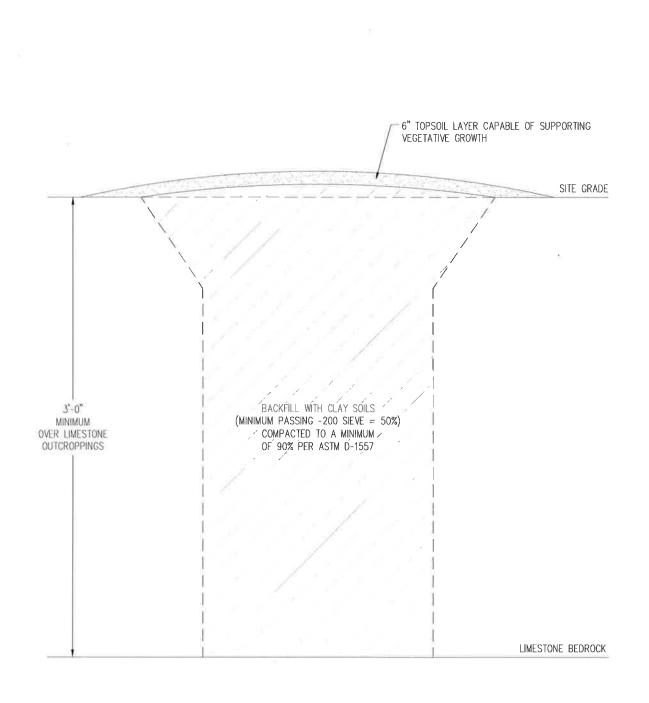
Sincerely

Gerald W. Green, Jr. Soil & Water Scientist

GWG/CAH/ca

APPENDIX I

REMEDIATION DETAIL



REMEDIATION DETAIL



■GEOTECHNICAL ■ENVIRONMENTAL
■CONSTRUCTION MATERIALS TESTING ■GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 594-7711

Figure

1

APPENDIX II

SITE PHOTOGRAPH



INDIGO EAST REPAIR - TAYLOR & SONS GROUND BREAKING, LLC

SCOPE OF WORK:

EXCAVATION OF EXISTING MATERIAL EXPORT OF EXCAVATED EXISTING MATERIAL IMPORT OF CLEAN FILL MATERIAL PLACEMENT OF CLEAN FILL MATERIAL COMPACTION OF CLEAN FILL MATERIAL

EXPORT OF 3 LOADS OF UNSUITABLE MATERIALS @ \$200.00 PER TOTAL:\$600.00

IMPORT OF 4 LOADS OF CLEAN FILL MATERIALS \$75.00 PER @ 18 C.Y. TOTAL: \$5,400.00

FRONT END LOADER TOTAL: \$1,500.00

EXCAVATOR TOTAL: \$1,500.00

FUEL SURCHARGE APPLICABLE IF FUEL EXCEEDS \$5.50 PER GAL: TOTAL: \$400.00

GRAND TOTAL: \$9,000.00
* FUEL SURCHARGE APPLICABLE IF FUEL EXCEEDS \$5.50 PER GAL

Taylor & Sons Ground Breaking L.L.C.

961 CR 542E Bushnell, FL 33513 US ts.megan.taylor@gmail.com



INVOICE

BILL TO

The Indigo East CDD 219 E. Livingston Street Orlando, FL 32801 Attn: George Flint **INVOICE** # 4443 **DATE** 04/08/2022 **DUE DATE** 05/08/2022 **TERMS** Net 30

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/06/2022	Sales	Indigo East CDD existing DRA north of club house - 8385 SW 79th Terr Rd	1	0.00	0.00
:	Sales	Excavate, haul off, place and compact material	1	9,000.00	9,000.00

BALANCE DUE

\$9,000.00

SECTION VII

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Indigo East Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 16, 2022

HOUR: 9:00 a.m.

LOCATION: Circle Square Commons, Cultural Center

8395 SW 80th Street Ocala, FL 34481

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Marion County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022.

ATTEST:	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT
	By:
Secretary	

Indigo East

Community Development District

Proposed Budget FY 2023



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1	General Fund
2-6	General Fund Narrative
7	Debt Service Fund - Series 2016
8	Amortization Schedule - Series 2016
9	Capital Reserves Fund

Indigo East

Community Development District

Proposed Budget General Fund

Description		Adopted Budget FY2022		Actuals Thru 3/31/22		Projected Next 6 Months		Projected Thru 9/30/22	:	Proposed Budget FY2023
<u>Revenues</u>										
Maintenance Assessments	\$	254,337	\$	243,480	\$	10,857	\$	254,337	\$	254,337
Interest	\$	-	\$	10	\$	12	\$	22	\$	-
Carry Forward Surplus	\$	12,378	\$	127,548	\$		\$	127,548	\$	33,470
Total Revenues	\$	266,715	\$	371,039	\$	10,869	\$	381,908	\$	287,808
Expenditures										
General & Administrative										
Supervisor Fees	\$	4,000	\$	1,800	\$	2,000	\$	3,800	\$	4,000
FICA Expense	\$	306	\$	107	\$	153	\$	260	\$	306
Engineering	\$	1,200	\$	1,263	\$	7,760	\$	9,023	\$	1,200
Trustee Fees	\$	2,050	\$	2,020	\$	-	\$	2,020	\$	2,050
Dissemination	\$	2,700	\$	1,450	\$	1,250	\$	2,700	\$	2,500
Arbitrage	\$	450	\$	450	\$	-	\$	450	\$	450
Assessment Roll	\$	5,000	\$	5,000	\$	-	\$	5,000	\$	5,000
Attorney	\$	6,000	\$	5,734	\$	1,000	\$	6,734	\$	6,000
Annual Audit	\$	3,800	\$	3,700	\$	-	\$	3,700	\$	3,800
Management Fees	\$	7,461	\$	3,731	\$	3,731	\$	7,461	\$	7,834
Information Technology	\$	800	\$	400	\$	400	\$	800	\$	800
Website Maintenance	\$	600	\$	300	\$	300	\$	600	\$	600
Telephone	\$	100	\$	-	\$	50	\$	50	\$	100
Postage	\$	1,250	\$	39	\$	625	\$	664	\$	625
Printing & Binding	\$	500	\$	173	\$	250	\$	423	\$	500
Insurance	\$	7,154	\$	6,731	\$	-	\$	6,731	\$	8,077
Legal Advertising	\$	1,000	\$	504	\$	500	\$	1,004	\$	1,000
Other Current Charges	\$	700	\$	497	\$	540	\$	1,037	\$	1,200
Office Supplies	\$	200	\$	56	\$	100	\$	156	\$	200
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	-	\$	175	\$	175
Total General & Administrative:	\$	45,481	\$	34,128	\$	18,659	\$	52,787	\$	46,417
Operations & Maintenance										
Property Insurance	\$	465	\$	438	\$	-	\$	438	\$	526
Water Expense	\$	2,700	\$	906	\$	1,350	\$	2,256	\$	2,481
Electric Expense	\$	25,432	\$	11,351	\$	12,716	\$	24,067	\$	26,473
Irrigation Repairs	\$	2,925	\$	127	\$	1,463	\$	1,590	\$	2,925
Retention Ponds/ROW Maintenance	\$	169,162	\$	98,452	\$	64,253	\$	162,705	\$	186,435
Plant Replacement	\$	2,500	\$	1,364	\$	1,250	\$		\$	2,500
Tree Trimming	\$	1,000	\$	-	\$	1,000	\$	1,000	\$	1,000
Pressure Washing	\$	13,000	\$	14,474	\$	_	\$	14,474	\$	15,000
Well Maintenance/Repairs	\$	4,050	\$	-	\$	4,050	\$	4,050	\$	4,050
Total Operations & Maintenance:	\$	221,234	\$	127,111	\$	86,082	\$	213,193	\$	241,390
Total Expenditures	\$	266,715	\$	161,239	\$	104,740	\$	265,979	\$	287,808
Excess Revenues/(Expenditures)	\$	0	\$	209,800	\$	(93,872)	\$	115,928	\$	-
	Ma	** . *		FY2020		FY2021	d	FY2022	đ	FY2023
	Discounts & Col	et Assessments				\$254,337 \$16,234		\$254,337 \$16,234		254,337 \$16,234
				\$16,234 \$270,572		\$16,234 \$270,572		\$270,572		\$16,234 \$270,572
	Gross Assessments		_	,		,	4	,	4	,
		Total Units		605		605		605		605

Indigo East Community Development District

General Fund Budget Fiscal Year 2023

REVENUES:

Maintenance Assessments

The District will levy a non-ad valorem special assessment on all taxable property within the District, to fund all General Operating and Maintenance Expenditures for the Fiscal Year.

Interest

The District receives interest earnings from its cash balance in the Truist operating account.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. This amount is based upon 5 Supervisors attending 4 monthly meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer provides general engineering services to the District, e.g., attendance and preparation for monthly meetings, reviewing invoices, and various projects assigned as directed by the Board of Supervisors. The District currently has an agreement with Dewberry Engineers Inc.

Trustee Fees

The District issued Series 2016 Special Assessment Refunding Bonds that are administered by a Trustee at US Bank.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b) (5) which relates to additional reporting requirements for unrated bond issues. The District currently contracted with Governmental Management Services – Central Florida, LLC.

Arbitrage

The District has contracted with AMTEC, an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2016 Special Assessment Refunding Bonds.

Indigo East Community Development District

General Fund Budget Fiscal Year 2023

Assessment Roll

Governmental Management Services – Central Florida, LLC serves as the District's collection agent and certifies the District's non-ad valorem assessments with the county tax collector.

Attorney

The District's legal counsel provides general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc. The District currently has an agreement with Colen & Wagoner P.A.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District has contracted with Grau & Associates for this service.

Management Fees

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

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, checks for vendors and any other required correspondence.

Printing & Binding

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

Indigo East Community Development District

General Fund Budget Fiscal Year 2023

Insurance

The District's general liability & public officials liability insurance policy is with Florida Insurance Alliance. The Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation. The District does most of its legal advertising with CA Florida Holdings LLC.

Other Current Charges

Includes bank charges and any other miscellaneous expenses that are incurred during the year.

Property Taxes

The District pays annual property tax to the Marion County Tax Collector's Office.

Office Supplies

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

Dues, Licenses & Subscriptions

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

Maintenance:

Water & Sewer

To record the water cost of irrigation charges to the common area. The District has the following accounts with Bay Laurel Center CDD.

Electric Expense

To record the electric cost of street lighting and pumps for wells. The District has the following account with Sumter Electric Cooperative, Inc. (SECO).

Irrigation Repairs

To record the cost of various repairs that may be needed to the irrigation system.

Indigo East Community Development District

General Fund Budget Fiscal Year 2023

Retention Ponds/ROW Maintenance

The District has contracted with Earthscapes Unlimited, Inc to provide the following services:

Turf Maintenance

A. Turf areas unless otherwise specified will be mowed on a weekly basis in the growing season (April through October). During months not specified in the growing season (November through March) the turf will be mowed at least twice a month unless abnormal conditions arise. Typical yearly mowing schedules will allow for 38 mowings per year.

Edging / String Trimming

A. Edging of all hard edges: Sidewalks, Driveways, Curb lines etc. adjacent to maintained property will be edged on a weekly basis during the growing season in conjunction with the maintenance schedule. All storm water culverts will be string trimmed on a weekly basis during the growing season in conjunction with the maintenance schedule to ensure vegetation will not obstruct discharge culvert area. Edging of all landscape beds will be done on a weekly basis to provide a crisp edge. Retention ponds with beds areas will be edged using mechanical equipment such as an edger, string trimmer. Herbicidal edging is will not be acceptable. Bed lines will be edged with the intent to keep the same original design and will be enlarged if plant material growth warrants.

Bed Maintenance

A. Beds are to be free of weeds, trash and other debris at all times. Pre-emergent and post—herbicidal applications may be used to help control weed growth but hand weeding will be done "as needed."

Tree Maintenance, Pruning and Fertilization

A. Tree staking materials will be adjusted, tightened, or removed to ensure proper growth.

Turf Fertilization

A. St. Augustine Turf will be fertilized (3) times a year.

Mulch

A. Pine Straw mulch will be added twice per year in landscape bed areas.

Indigo East Community Development District

General Fund Budget Fiscal Year 2023

Description	Monthly	Annually
Earthscapes Unlimited Inc	\$11,244	\$134,925
Everglades Pine Straw 10,100 bales @ \$5.10 /bale)		\$51,510
TOTAL		\$186,435

Plant Replacement

Estimated cost to replace damaged plants within the District.

Tree Trimming

Estimated cost for tree trimming within the District.

Pressure Washing

Estimated cost to pressure wash, annually, curbs, sidewalks and common areas maintained by the District.

Well Repairs and Maintenance

Estimated cost for repairs and maintenance of the two wells.

Indigo East

Community Development District

Proposed Budget

Debt Service Fund Series 2016

Description	Adopted Budget FY2022	Actuals Thru 3/31/22	Projected Next 6 Months		Projected Thru 9/30/22	Proposed Budget FY2023
Revenues						
Assessments - Tax Roll	\$ 83,950	\$ 77,176	\$ 6,774	\$	83,950	\$ 83,043
Assessments - Prepayments	\$ -	\$ 4,862	\$ -	\$	4,862	\$ -
Interest Income	\$ -	\$ 3	\$ -	\$	3	\$ -
Carry Forward Surplus	\$ 103,661	\$ 103,662	\$ -	\$	103,662	\$ 92,340
Total Revenues	\$ 187,611	\$ 185,703	\$ 6,774	\$	192,477	\$ 175,382
Expenditures						
Special Call - 11/1	\$ 15,000	\$ 20,000	\$ -	\$	20,000	\$ -
Interest - 11/1	\$ 20,284	\$ 20,284	\$ -	\$	20,284	\$ 19,153
Principal - 5/1	\$ 40,000	\$ -	\$ 40,000	\$	40,000	\$ 45,000
Interest - 5/1	\$ 20,284	\$ -	\$ 19,853	\$	19,853	\$ 19,153
Total Expenditures	\$ 95,569	\$ 40,284	\$ 59,853	\$	100,138	\$ 83,306
Excess Revenues/(Expenditures)	\$ 92,043	\$ 145,419	\$ (53,079)	\$	92,340	\$ 92,076
					Nov 1, 2023	\$18,366
				N	et Assessments	\$83,043
			Discounts		ollections (6%)	 \$5,301
				Gro	ss Assessments	\$88,343
					Total Units	183
			A	ssess	ments per Unit	\$483

Indigo East Community Development District Series 2016 Special Assessment Bonds **Amortization Schedule**

Date	Balance	Prinicpal	Interest	Total
11/01/22	\$ 905,000.00	\$ -	\$ 19,153.13	\$ 19,153.13
05/01/23	\$ 905,000.00	\$ 45,000.00	\$ 19,153.13	
11/01/23	\$ 860,000.00	\$ -	\$ 18,365.63	\$ 82,518.75
05/01/24	\$ 860,000.00	\$ 45,000.00	\$ 18,365.63	
11/01/24	\$ 815,000.00	\$ -	\$ 17,521.88	\$ 80,887.50
05/01/25	\$ 815,000.00	\$ 50,000.00	\$ 17,521.88	
11/01/25	\$ 765,000.00	\$ -	\$ 16,584.38	\$ 84,106.25
05/01/26	\$ 765,000.00	\$ 50,000.00	\$ 16,584.38	
11/01/26	\$ 715,000.00	\$ -	\$ 15,553.13	\$ 82,137.50
05/01/27	\$ 715,000.00	\$ 55,000.00	\$ 15,553.13	
11/01/27	\$ 660,000.00	\$ -	\$ 14,418.75	\$ 84,971.88
05/01/28	\$ 660,000.00	\$ 55,000.00	\$ 14,418.75	
11/01/28	\$ 605,000.00	\$ -	\$ 13,284.38	\$ 82,703.13
05/01/29	\$ 605,000.00	\$ 55,000.00	\$ 13,284.38	
11/01/29	\$ 550,000.00	\$ -	\$ 12,150.00	\$ 80,434.38
05/01/30	\$ 550,000.00	\$ 60,000.00	\$ 12,150.00	
11/01/30	\$ 490,000.00	\$ -	\$ 10,912.50	\$ 83,062.50
05/01/31	\$ 490,000.00	\$ 60,000.00	\$ 10,912.50	
11/01/31	\$ 430,000.00	\$ -	\$ 9,675.00	\$ 80,587.50
05/01/32	\$ 430,000.00	\$ 65,000.00	\$ 9,675.00	
11/01/32	\$ 365,000.00	\$ -	\$ 8,212.50	\$ 82,887.50
05/01/33	\$ 365,000.00	\$ 65,000.00	\$ 8,212.50	
11/01/33	\$ 300,000.00	\$ -	\$ 6,750.00	\$ 79,962.50
05/01/34	\$ 300,000.00	\$ 70,000.00	\$ 6,750.00	
11/01/34	\$ 230,000.00	\$ -	\$ 5,175.00	\$ 81,925.00
05/01/35	\$ 230,000.00	\$ 75,000.00	\$ 5,175.00	
11/01/35	\$ 155,000.00	\$ -	\$ 3,487.50	\$ 83,662.50
05/01/36	\$ 155,000.00	\$ 75,000.00	\$ 3,487.50	
11/01/36	\$ 80,000.00	\$ -	\$ 1,800.00	\$ 80,287.50
05/01/37	\$ 80,000.00	\$ 80,000.00	\$ 1,800.00	\$ 81,800.00
		\$ 905,000.00	\$ 346,087.50	\$ 1,251,087.50

Indigo East

Community Development District

Proposed Budget Capital Reserves Fund

Description	Adopted Budget FY2022	Actuals Thru 3/31/22	Projected Next 6 Months	Projected Thru 9/30/22	Proposed Budget FY2023
Revenues					
Interest Income	\$ -	\$ 246	\$ 360	\$ 606	\$ -
Carry Forward Surplus	\$ 477,661	\$ 477,856	\$ -	\$ 477,856	\$ 354,493
Total Revenues	\$ 477,661	\$ 478,102	\$ 360	\$ 478,462	\$ 354,493
<u>Expenditures</u>					
Roadway Resurfacing	\$ 106,169	\$ 2,850	\$ 103,319	\$ 106,169	\$ -
DRA Repair	\$ -	\$ 8,800	\$ 9,000	\$ 17,800	\$ -
Total Expenditures	\$ 106,169	\$ 11,650	\$ 112,319	\$ 123,969	\$ -
Excess Revenues/(Expenditures)	\$ 371,492	\$ 466,452	\$ (111,959)	\$ 354,493	\$ 354,493

SECTION VIII

SECTION A

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

MEMORANDUM

TO: Board of Supervisors of the Indigo East Community Development District (Board)

THROUGH: George Flint (District Manager)

Rachel Wagoner (District Counsel)

FROM: Reggie Bouthillier; Samantha Decker; and Kevin Reali (Developer Counsel)

RE: Consideration for Transfers Pursuant to Approved Actions to Finalize Operation

and Maintenance of Indigo East Structuring ("Consideration Memo")

DATE: March 2, 2022

I. OVERVIEW

On August 17, 2021, the Board, at a duly noticed public meeting unanimously approved a motion "to authorize the chair to execute the referenced deed and easements" in that certain Proposed Actions to Finalize Operation and Maintenance of Indigo East Structuring memorandum dated May 20, 2021, attached hereto as **Attachment "A"** ("Finalization Memo") to facilitate transfer of ownership of applicable improvements related to the planned community know as Indigo East to the various entities that will operate and maintain the associated improvements in perpetuity.

This Consideration Memo documents that the acreage of land being transferred to the Indigo East Community Development District ("IE CDD") is greater than the acreage of land being transferred from IE CDD to any other entity, as required by the Finalization Memo. As the Finalization Memo points out, the purpose of these transfers is to ensure ownership of the various tracts are held by the proper maintenance entity. IE CDD will not maintain any of the land it transfers to another entity. Thus, IE CDD benefits by the balance of acreage it is receiving under the terms of the Finalization Memo and by reducing the maintenance responsibilities of IE CDD.

II. ACREAGE OF TRANSFER TO IE CDD

TRACT	DESCRIPTION	TRANSFER FROM	TRANSFER TO	ACREAGE		
South Phase 2 & 3						
Α	Internal Roadway	OTOW	IE CDD	2.398		
J	Internal DRA *	OTOW	IE CDD	8.741		

K	Internal Buffer	OTOW	IE CDD	1.362
L	Internal Buffer	OTOW	IE CDD	0.134
М	Internal Buffer	OTOW	IE CDD	1.221
N	Internal Buffer */**	OTOW	IE CDD	3.203
0	Internal Buffer	OTOW	IE CDD	0.152
Р	Internal Buffer	OTOW	IE CDD	0.148
	South Phase	2 1		
Α	Internal Roadway	OTOW	IE CDD	6.096
В	Internal DRA	OTOW	IE CDD	1.528
С	Internal DRA **	OTOW	IE CDD	9.308
D	Internal Buffer ***	OTOW	IE CDD	0.836
E	Internal DRA *	OTOW	IE CDD	5.237
G	Internal Buffer	OTOW	IE CDD	0.667
Н	Internal Buffer **	OTOW	IE CDD	0.128
	South Phase	IV		
Α	Internal Roadway	OTOW	IE CDD	1.444
E-1	Internal DRA */**	OTOW	IE CDD	2.538
	Duplex			
Α	Internal Roadway	OTOW	IE CDD	0.314
В	Internal Buffer **	OTOW	IE CDD	0.378
D	Internal Buffer	OTOW	IE CDD	0.168
			TOTAL	
			ACREAGE	46.001

III. ACREAGE OF TRANSFER FROM IE CDD

TRACT	DESCRIPTION	TRANSFER FROM	TRANSFER TO	ACREAGE			
THO COT	Phase I Units AA		110/11/01/21/11/0	HEREFIEL			
L-1	Buffer SW 80th Ave	IE CDD	Master HOA	0.278			
L-2	Buffer SW 80th St and SW 80th Ave	IE CDD	Master HOA	2.612			
L-8	Buffer SW 80th Ave	IE CDD	Master HOA	0.035			
	Phase I Unit GG						
G	Dog Park and Trail	IE CDD	Indigo HOA	6.693			
J	Portion of Trail	IE CDD	Indigo HOA	0.067			
			TOTAL				
			ACREAGE	9.685			

^{*} Deed will include plat tract less and except trail for Indigo HOA.

** Deed will include plat tract less and except buffer area for Master HOA.

^{***} Deed will include plat tract less and except utility area for utility entity.

IV. TRANSFER TRAILS TO INDIGO EAST NEIGHBORHOOD ASSOCIATION

As approved, the Finalization Memo, in Section III(b), requires transfer of a Dog Park and various walking trails to the Indigo East Neighborhood Association. After detailed review of the survey mentioned in Section III(b), it was noted that a small portion of trail is located within the Phase I Unit GG Plat. In order to comply with Section III(b), an additional deed is required to differentiate that small portion of trail and ensure that the Indigo East Neighborhood Association is the title holder of the entirety of the walking trail. The acreage of that additional deed is included in this Consideration Memo. Taking into consideration the additional acreage, Section III(d) of the Finalization Memo remains true and accurate. This note is added solely to clarify the difference between Exhibit A to the Finalization Memo and the tables in this Consideration Memo.

V. SUMMARY

The 46.001 acres of land are being transferred to IE CDD. 9.685 acres of land are being transferred from IE CDD. The acreage transferred to IE CDD greatly exceeds the acreage transferred from IE CDD. All of the transfers noted here by IE CDD are to maintenance entities that will reduce the maintenance responsibilities of IE CDD.

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

MEMORANDUM

TO: Board of Supervisors of the Indigo East Community Development District

THROUGH: George Flint (District Manager)

Rachel Wagoner (District Counsel)

FROM: Reggie Bouthillier; Samantha Decker; and Kevin Reali (Developer

Counsel)

RE: Proposed Actions to Finalize Operation and Maintenance of Indigo East

Structuring

DATE: May 20, 2021

I. OVERVIEW

One of the last steps in the development process for a project like Indigo East is to transfer ownership of applicable improvements to the various entities that will operate and maintain the associated improvements in perpetuity. For Indigo East, which is part of a larger overall community structure, this process involves verification of various operation and maintenance responsibilities and transfers among several entities including the Indigo East Community Development District ("IE CDD"), the Indigo East Neighborhood Association ("Indigo HOA"), the Circle Square Ranch Master Association ("Master HOA"), the Developer, On Top of the World Communities, L.L.C. (f/k/a On Top of the World Communities, Inc.) ("Developer"), and the community amenities provider, SCA Indigo Amenities, LLC, an affiliate of Sidney Colen & Associates, Ltd. ("SCA"). The purpose of this process is to ensure that operation and maintenance of various improvements matches the overall community structure and that ownership of those improvements is vested in the correct operation and maintenance entity. While certain actions to transfer ownership of certain Indigo East real property has been completed, additional transfers are necessary to complete the development plan. This memorandum provides an overview of proposed actions needed to complete this process to finalize the community structure for the operation and maintenance of infrastructure within Indigo East. These proposals were collaboratively developed between Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel after research, review and verification of various ownership and required operating and maintenance responsibilities.

II. SUMMARY

The actions outlined herein will ensure that proper ownership of all roadways, stormwater retention and detention areas ("SRDA"), landscaped areas, and open space are transferred to the

MIAMI • TAMPA • FORT LAUDERDALE • TALLAHASSEE • CORAL GABLES

May 20, 2021 Page 2

correct entities, including IE CDD. Along with those transfers, some additional transfers, to entities other than IE CDD, will be completed to facilitate operation and maintenance by other entities. In conjunction with the transfers, two easement agreements will be finalized between IE CDD and Developer to address the long-term operation and maintenance of a SRDA benefitting Indigo East and of the south entrance of Indigo East.

III. ACTION PLAN

The following is a summary of the action plan; a more detailed matrix is attached hereto as Exhibit "A."

a. Transfer of Roadways, Drainage Areas, and Other Internal Open Space

Twenty-three platted tracts (or portions thereof) are proposed to be transferred from Developer to IE CDD, which will include internal roadways, all SRDAs created for Indigo East, and open space areas. As described below, Developer will survey the areas on Exhibit "B" to transfer those external buffers to the Master HOA.

b. Transfer of Dog Park and Trails to Indigo East Neighborhood Association

The Indigo East dog park (Tract G, Plat Book 9, Page 136) and the walking trails located within the southern portions Indigo East are intended to be private amenities for the Indigo East residents not open to the public. To meet this objective, these areas are being proposed for transfer to the Indigo HOA. A survey of the walking trails will need to be completed prior to transferring the walking trails to the Indigo HOA.

c. Transfer of External Buffer to Master Association

The Master HOA will operate and maintain the landscaping along SW 80th Street, SW 80th Avenue, and SW 90th Street to provide consistent landscaping throughout the On Top of the World Community. The area that is proposed for transfer to the Master HOA is identified in green on Exhibit "B."

d. Consideration for Transfers

Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel will document that the acreage of land being transferred *to* IE CDD from any entity is greater than the acreage of land being transferred *from* IE CDD to any other entity.

e. Amenity Clarification Transfers

Indigo East contains two parcels for Neighborhood Association amenities. Those parcels are owned by SCA, as provided in the Neighborhood Association governing documents. The club house located at SW 84th Street is situated on the same platted tract as a SRDA (Tract J. Plat Book

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

May 20, 2021 Page 3

9, Page 136). While the club house portion of the platted tract is vested in SCA, the SRDA portion of the platted tract is proposed to be transferred to the IE CDD. Because this club house and the SRDA were platted as one tract, and in order to clarify title to the respective facilities, SCA will quitclaim the SRDA portion of the platted tract to IE CDD and IE CDD will quitclaim the club house portion of the platted tract to SCA. Thereafter, SCA will transfer both of the Neighborhood Association amenities to SCA Indigo Amenities, LLC.

IV. EASEMENTS

There are two areas within Indigo East that are anticipated to be further improved by Developer. In order to allow for needed development, it is proposed that IE CDD grant an easement over certain portions of the land transferred from Developer to IE CDD.

a. Easement Agreement for Tract B-1

There is a SRDA located north of SW 80th Street at the intersection of SW 80th Street and SW 80th Ave. (see the area shown in orange on Exhibit "B"). This SRDA may be expanded and modified by Developer in the future. In order to ensure Developer and IE CDD are liable for their respective use of the SRDA, Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel will prepare an Easement and Cost-Sharing Agreement for the Board's consideration whereby (i) Developer can use and expand the SRDA, (ii) Developer would be responsible for the costs of any expansion or improvements of the SRDA, and (iii) after expansion or improvements of the SRDA are completed then the Developer and IE CDD will each be responsible for their pro-rata share of perpetual operation and maintenance of the SRDA.

b. Easement Agreement for Southern Entrance

It is anticipated that improvements will be made at the intersection of SW 90th Street and the southern entrance to Indigo East, including a signal when warranted. To ensure that such improvements can be constructed, Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel will prepare an Easement Agreement for the Board's consideration encompassing the area shown in pink on Exhibit "B" to address the access rights and responsibilities related to this intersection, including the cost of improvements to the intersection.

Following approval by the Board of Supervisors of the Indigo East Community Development District, Developer Counsel will engage a surveyor to prepare legal descriptions of the areas subject to transfer as provided herein. Developer and Developer Counsel, in consultation with Indigo East CDD District Counsel and Indigo East CDD Manager, will thereafter prepare the deeds, easements and other agreements necessary to accomplish the structuring contemplated by this memorandum to present to the Board for consideration and approval.

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

TDACT	Exhibit "A	TRANSFER FROM	TDANICTED TO
IRACI	DESCRIPTION Phase I Units A	1200001111000000 = Mile 200.00000000	TRANSFER TO
B-1	DRA north of SW 80th ST	отом	IE CDD
L-1	External Buffer along SW 80th Ave	IE CDD	Master HOA
	External Buffer along SW 80th Ave	отоw	Master HOA
L-2	External Buffer along SW 80th St and SW 80th Ave	IE CDD	Master HOA
	External Buffer along SW 80th St and SW 80th Ave	отоw	Master HOA
	Internal Buffer	отоw	IE CDD
L-3 LS	Lift Station	IE CDD	BLC CDD
L-8	External Buffer along SW 80th Ave	IE CDD	Master HOA
	External Buffer along SW 80th Ave	OTOW	Master HOA
	Internal Buffer	OTOW	IE CDD
	Phase I Unit	t GG	
G	Dog Park and Trail	IE CDD	Indigo HOA
	Dog Park and Trail	отоw	Indigo HOA
J	Club House Parcel	SCA	SCA Indigo Amenities, LLC
	Club House Parcel	IE CDD	SCA Indigo Amenities, LLC
	Internal DRA	SCA	IE CDD
	South Phase	2 & 3	
A	Internal Roadway	отоw	IE CDD
J	Trail	отоw	Indigo HOA
	Internal DRA	отоw	IE CDD
K	Internal Buffer	отоw	IE CDD
L	Internal Buffer	отоw	IE CDD
M	Internal Buffer	отоw	IE CDD
N	External Buffer along SW 80th Ave	отоw	Master HOA
	Trail	отоw	Indigo HOA
	Internal Buffer	отоw	IE CDD
0	Internal Buffer	отоw	IE CDD
Р	Internal Buffer	OTOW	IE CDD
523	South Phas		
<u> </u>	Internal Roadway	OTOW	IE CDD
В	Internal DRA	OTOW	IE CDD
С	Internal DRA	OTOW	IE CDD
	External Buffer along SW 80th Ave	OTOW	Master HOA
D	Internal Buffer	OTOW	IE CDD
Б.	Utility Parcel	OTOW	DCM
E/	Internal DRA	OTOW	IE CDD
F	Trail	OTOW	Indigo HOA
•	Lift Station	OTOW	BLC CDD
G	Internal Buffer	OTOW	IE CDD
H	Internal Buffer	OTOW	IE CDD
	External Buffer Along 90th St	OTOW	Master HOA
A	South Phas	otow	IE CDD
	Internal Roadway	DANKE SKISKA	DOMESTIC AND ADDRESS OF
	External Buffer Along 90th St	OTOW OTOW	Master HOA
E-1	Internal DRA	OTOW	IE CDD
	Trail		Indigo HOA
	Trail		CCA Indian American
	Amenity Center	SCA	SCA Indigo Amenities, LLC
E-1 I	Amenity Center Duplex	SCA	
E-1 I A	Amenity Center Duplex Internal Roadway	SCA OTOW	IE CDD
E-1 I	Amenity Center Duplex Internal Roadway External Buffer Along 90th St	SCA OTOW OTOW	Master HOA
E-1 I A	Amenity Center Duplex Internal Roadway	SCA OTOW	IE CDD

Exhibit "B"

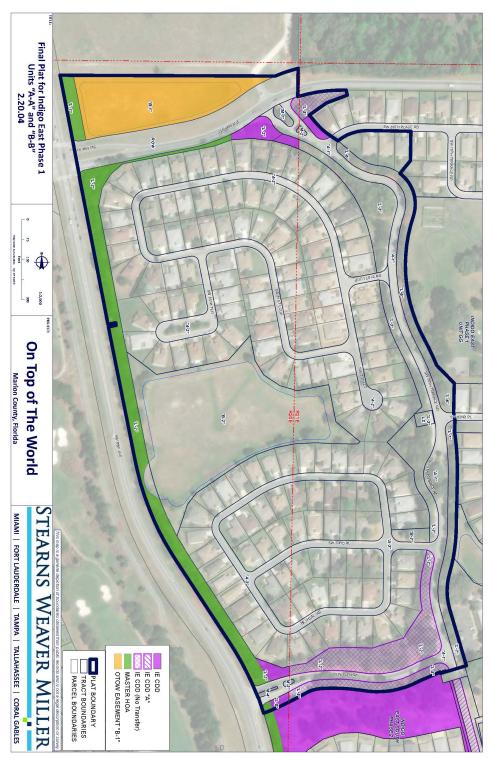


Exhibit "B"



Exhibit "B"

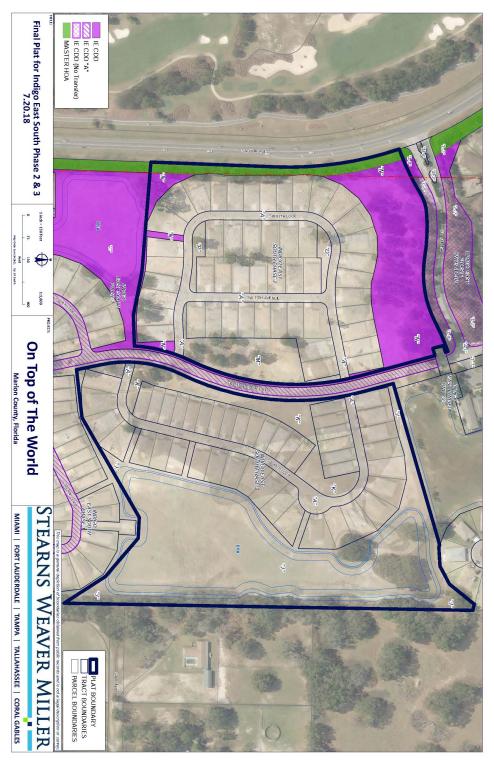


Exhibit "B"

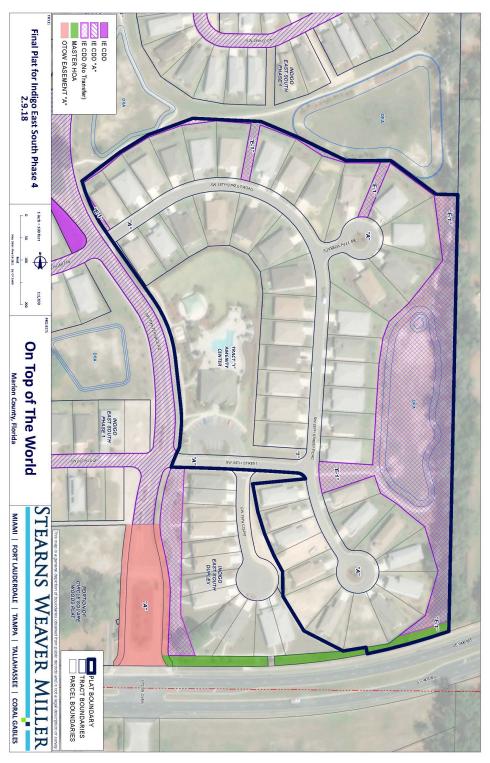


Exhibit "B"

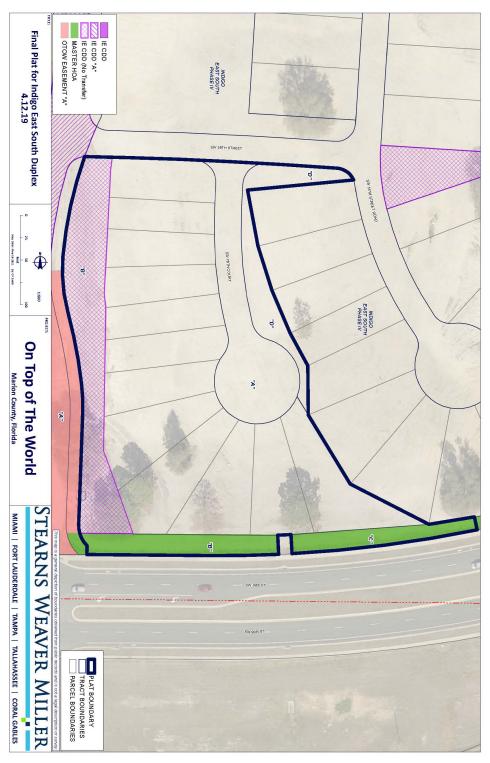
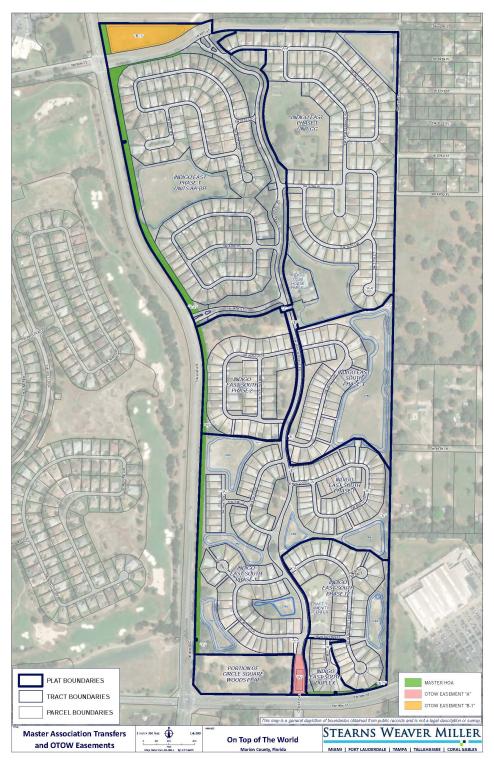


Exhibit "B"



SECTION B

PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY **DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "A," Tract "B," and Tract "G," all of Indigo East South Phase I, according to the plat thereof recorded in Plat Book 13, Page 16, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

l

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	<u>GRANTOR</u> :
Name: Rochol Wagoney	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company By: KENNETH D. COLEN Title: President
online notarization this <u>2nd</u> day of <u>March</u> of ON TOP OF THE WORLD COMMUNITIES, L.	ed before me by means of physical presence or , 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of as produced
said entity. He is ☑ personally known to me or ☐ I identification.	Notary Public Print Name: My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission = GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "A," and Tract "D," both of Indigo East South Duplex, according to the plat thereof recorded in Plat Book 13, Page 134, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	GRANTOR:
Name: Kesin Reali	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company By: KENNETH D. COLEN Title: President
STATE OF FLORIDA) COUNTY OF <u>MARION</u>)	
online notarization this Zuel day of March	d before me by means of physical presence or, 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of as produced as
	John Brions
	Notary Public Print Name:
	My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "A-I," Indigo East South Phase IV, according to the plat thereof recorded in Plat Book 13, Page 53, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

1

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	<u>GRANTOR</u> :
Name: Patricia A. Soriano Name: Patricia A. Soriano	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company By: KENNETH D. COLEN Title: President
STATE OF FLORIDA) COUNTY OF MARION)	
The foregoing instrument was acknowledge online notarization this Zal day of Mark of ON TOP OF THE WORLD COMMUNITIES, L. said entity. He is personally known to me or	ed before me by means of P physical presence or, 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of has produced as
identification.	
	Value Genzus
	Notary Public Print Name:
	My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission = GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "A," Tract "K," Tract "L," Tract "M," Tract "O," and Tract "P," all of Indigo East South Phase II & III, according to the plat thereof recorded in Plat Book 13, Page 79, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

1

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	GRANTOR:
Name: Patricia A. Soriano Name: Patricia M. Soriano	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida finited liability company By: KENNETH D. COLEN Title: President
online notarization this Zurd day of March	d before me by means of ☐ physical presence or ☐, 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of
said entity. He is Personally known to me or \square hidentification.	
	Autom Bourno
	Notary Public Print Name:
	My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission \(\tau \) GG 350851 One My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "L-2," Indigo East Phase I Units "A-A" and "B-B," according to the plat thereof recorded in Plat Book 8, Page 35, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida Impled Machinity company

Name: Process Williams By: KENNETH D. COLEN
Title: President

STATE OF FLORIDA)

COUNTY OF MAR 100)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of March, 2021, by Kenneth D. Colen, the President of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced as identification.

Notary Public
Print Name:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission # GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR:

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST,

MARION COUNTY, FLORIDA "INDIGO EAST PHASE 1 UNITS A-A AND B-B"

DESCRIPTION:

TRACT L-2 A PORTION OF TRACT L-2 OF INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF TRACT L-2 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET AND BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88'02'19", AND A CHORD BEARING AND DISTANCE OF N.69'09'44"W., 34.75 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, ALONG THE EASTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE, A DISTANCE OF 38.41 TO A POINT OF REVERSE CURVATURE WITH A CURVA SOUTHWESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 08'29'13", AND A CHORD BEARING AND DISTANCE OF SOUTHWESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 08/29/13, AND A CHORD BEARING AND DISTANCE OF N.29'23'11"W., 173.59 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 173.75 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.33'37'48"W., A DISTANCE OF 359.99 FEET TO A POINT OF CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1073.00 FEET, A CENTRAL ANGLE OF 22'08'19", AND A CHORD BEARING AND DISTANCE OF N.22'31'43"W., 412.03 FEET; (2) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 414.60 FEET TO THE END OF SAID CURVE; THENCE (3) N.11'30'48"W., A DISTANCE OF 1065.60 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'02'26', AND A CHORD BEARING AND DISTANCE OF N.33'30'25"E., 35.37 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET, A DISTANCE OF 39.29 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET, A DISTANCE OF 39.29 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT OF S.W. 80TH STREET THE FOLLOWING SEVEN (7) COURSES: (1) N.78'31'38"E., A DISTANCE OF 38.41 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3039.00 FEET, A CENTRAL ANGLE OF 02'20'05", AND A CHORD BEARING AND DISTANCE OF NOTIFIELL, HAVING A FEET; (2) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 123.83 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2985.00 FEET, A CENTRAL ANGLE OF 02'20'05", AND A CHORD BEARING AND DISTANCE OF N.7.721'36"E., 121.62 FEET, (3) THENCE ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 121.63 FEET TO A POINT OF TANGENCY, THENCE (4) N.78'31'38"E., A DISTANCE OF 111.15 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 09'26'43", AND A CHORD BEARING AND DISTANCE OF N.73'48'16"E., 98.80 FEET; (5) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 98.91 FEET TO THE END OF SAID CURVE; THENCE (6) N.8443'02'E., A DISTANCE OF 3.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 601.00 FEET, A CENTRAL ANCLE OF 06'07'27", AND A CHORD BEARING AND DISTANCE OF N.65'40'48"E. 64.21 FEET: (7) THENCE EASTERLY, ALONG THE ARC
OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 64.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT
OF WAY LINE, S.08'43'22"E., A DISTANCE OF 20.98 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT L-2 OF SAID PLAT; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF TRACT L-2 OF SAID PLAT THE FOLLOWING NINE (9) COURSES: (1) 5.68'54'26"W., A DISTANCE OF 66.17 FEET; (2) THENCE S.78'31'38"W., A DISTANCE OF 350.12 FEET: (3) THENCE S.49'01'38"W., A S.68'54'26'W., A DISTANCE OF 66.17 FEET; (2) THENCE S.78'31'38'W., A DISTANCE OF 350.12 FEET: (3) THENCE S.49'01'38'W., A DISTANCE OF 58.93 FEET; (4) THENCE S.30'01'38'W., A DISTANCE OF 61.58 FEET; (5) THENCE S.11'01'38'W., A DISTANCE OF 68.23 FEET; (6) THENCE S.11'30'48'E., A DISTANCE OF 947.45 FEET TO A POINT OF CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1023.00 FEET, A CENTRAL ANGLE OF 22'08'19", AND A CHORD BEARING AND DISTANCE OF S.22'31'43'E., 392.83 FEET; (7) THENCE S.01'THEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 395.28 FEET TO THE END OF SAID CURVE; (8) THENCE S.33'37'48'E., 359.96 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1223.00 FEET, A CENTRAL ANGLE OF 09'43'14", AND A CHORD BEARING AND DISTANCE OF S.28'46'11'E., 207.24 FEET; (9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND EASTERLY BOUNDARY AND PROJECTION THEREOF OF TRACT L-2 OF SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 02'02'57", AND A CHORD BEARING AND DISTANCE OF S.W. 84TH STREET, SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 02'02'57", AND A CHORD BEARING AND DISTANCE OF S.67'50'34'W., 25.61 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 25.61 FEET TO THE POINT OF BEGINNING. CONTAINING 113,777 SQUARE FEET OR 261 ACRES, MORE OR LESS.

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTF: THIS IS NOT A SURVEY SHEET 1 OF 4

ONE IS NOT COMPLETE WITHOUT THE OTHERS

LEGEND:

SQ. FT. SQUARE FEET

- LAND SURVEYOR
- L₿ LICENSED BUSINESS
- ARC LENGTH
- RADIUS
- DELTA (CENTRAL ANGLE)
- CB CHORD BEARING
- CHORD DISTANCE CH CHANGE IN DIRECTION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553

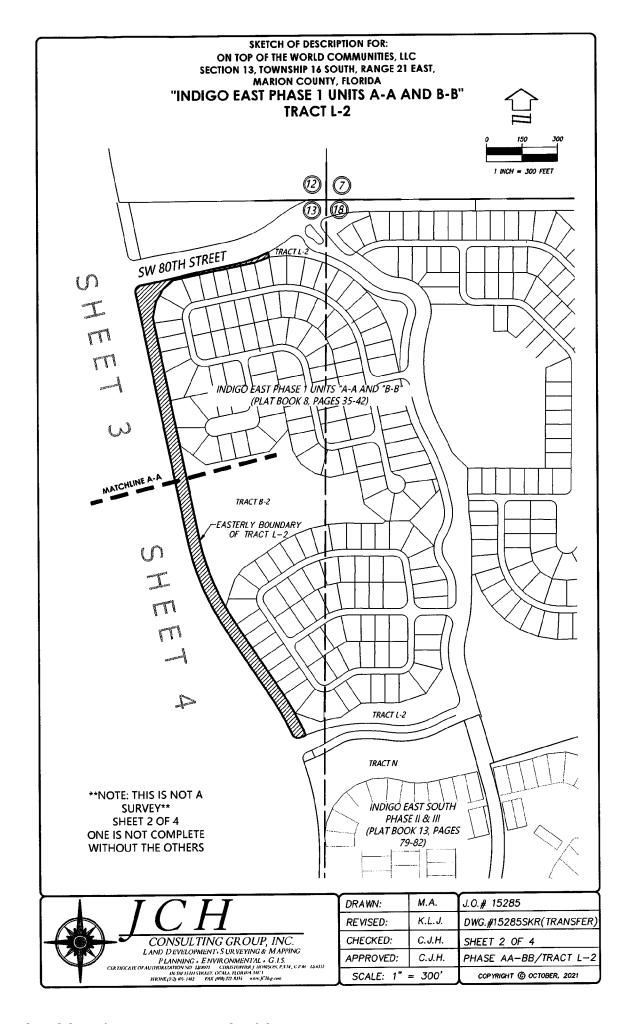
OF JCH CONSULTING GROUP, INC.

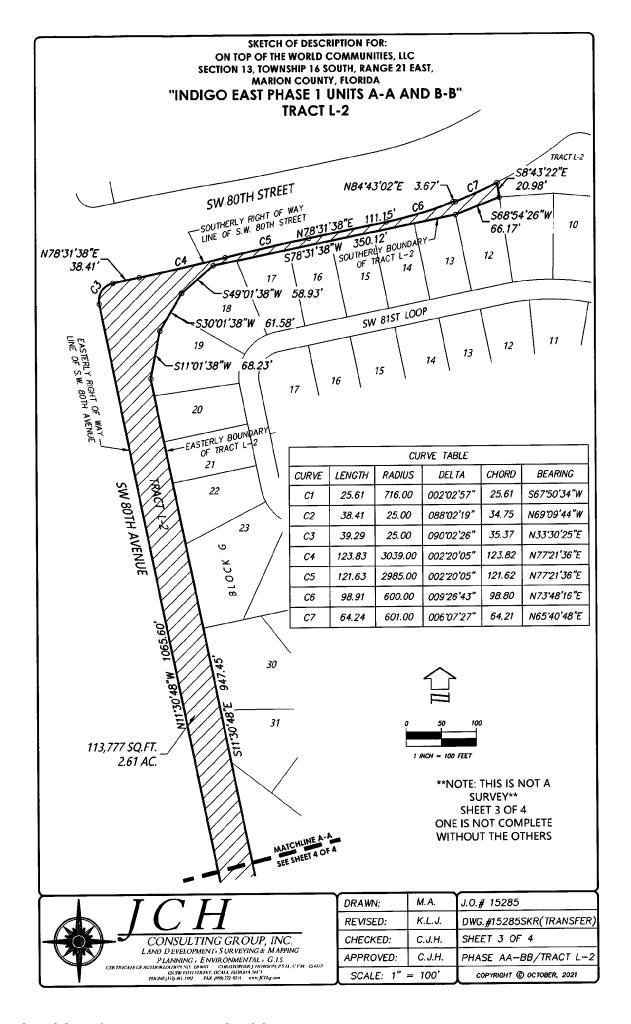
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

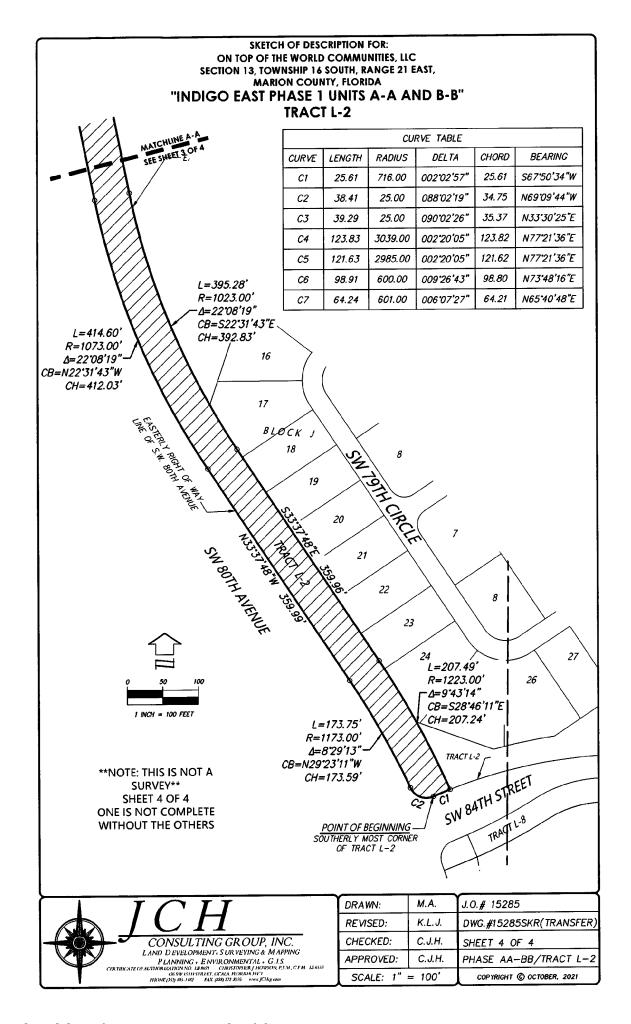
SURVEYOR'S CERTIFICATION:



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	SHEET 1 OF 4
APPROVED:	C.J.H.	PHASE AA-BB/TRACT L-2
SCALE: 1" = 300'		COPYRIGHT © OCTOBER, 2021







PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY **DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "L-8," Indigo East Phase I Units "A-A" and "B-B," according to the plat thereof recorded in Plat Book 8, Page 35, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company

By: KENNETH D. COLEN
Title: President

STATE OF FLORIDA)
COUNTY OF MARIO)

Name:

<u> 'atricia A. Soriano</u>

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this <u>Znd</u> day of <u>March</u>, 2021, by Kenneth D. Colen, the President of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced as identification.

Notary Public
Print Name:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission = GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO EAST PHASE 1 UNITS A-A AND B-B" TRACT L-8

DESCRIPTION:

A PORTION OF TRACT L—8 OF INDIGO EAST PHASE 1 UNITS "A—A" AND "B—B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF TRACT L-8 OF SAID PLAT, SAID POINT OF BEGINNING BEING ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE AND A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 00°28'54", AND A CHORD BEARING AND DISTANCE OF N.19'12'46"W. 9.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 9.86 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88'02'19", AND A CHORD BEARING AND DISTANCE OF N.24'32'56"E., 34.75 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, BEING THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, A DISTANCE OF 38.41 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 01'52'55", AND A CHORD BEARING AND DISTANCE OF N.67'36'50'E., 23.52 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 23.52 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.23'19'37'E., A DISTANCE OF 34.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT L-8 OF SAID PLAT, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01'53'43", AND A CHORD BEARING AND DISTANCE OF S67'37'14"W., 24.81 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, S.68'34'06"W., A DISTANCE OF 24.81 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY, S.68'34'06"W., A DISTANCE OF 25.19 FEET TO THE POINT OF BEGINNING. CONTAINING 1,536 SOUARE FEET OR 0.04 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

- 1. DATE OF SKETCH: OCTOBER 14, 2021.
- 1. DATE OF SKETCH: OCTOBER 14, 2021.
 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

SQ. FT. SQUARE FEET

AC. ACRES

LS LAND SURVEYOR

LB LICENSED BUSINESS

. ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE

O CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

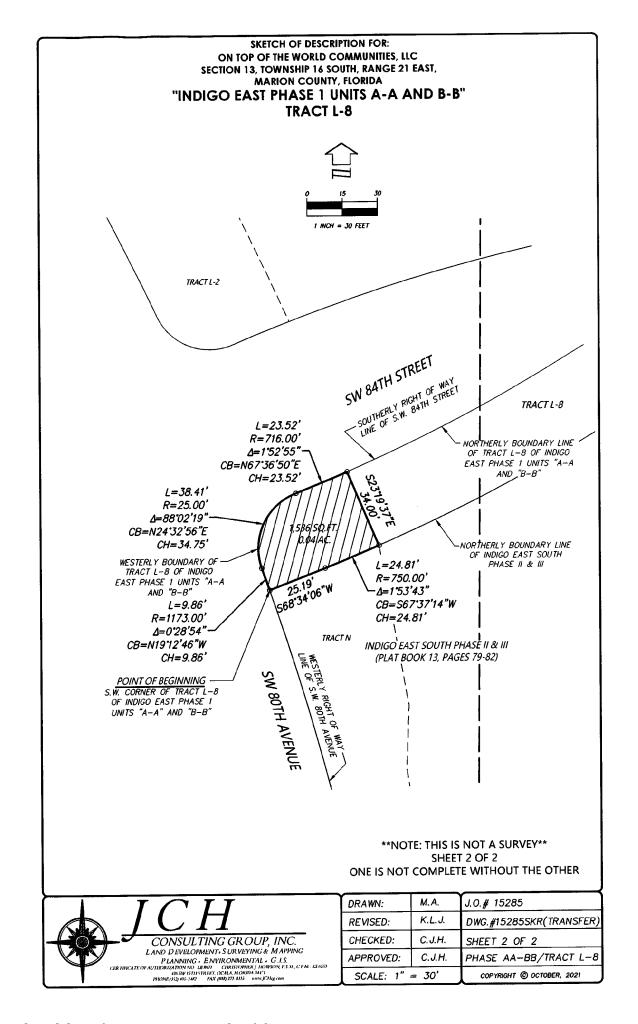
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553

OF JCH CONSULTING GROUP, INC.



1	DRAWN:	K.L.J.	J.O.# 15285
1	REVISED:		DWG.#15285SKR(TRANSFER)
	CHECKED:	C.J.H.	SHEET 1 OF 2
	APPROVED:	C.J.H.	PHASE AA-BB/TRACT L-8
J	SCALE: 1" = 30'		COPYRIGHT © OCTOBER, 2021



Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF**THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "E-1," Indigo East South Phase IV, according to the plat thereof recorded in Plat Book 13, Page 53, of the Public Records of Marion County, Florida, less and except the lands described on **Exhibit A** and **Exhibit B**, both attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	GRANTOR:
Name: Rachel Wagoner	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited Hability company By: KENNETH D. COLEN Title: President
STATE OF FLORIDA) COUNTY OF MARION The foregoing instrument was acknowledge	ed before me by means of ☑ physical presence or □
online notarization this Znd day of March of ON TOP OF THE WORLD COMMUNITIES, L said entity. He is personally known to me or □ identification.	, 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of has produced as
	Soltuno Bovero
	Notary Public
	Print Name:
	My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission # 6G 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE IV"

DESCRIPTION:

A PORTION OF TRACT E-1 OF INDIGO EAST SOUTH PHASE IV. AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED

BEGINNING AT THE S.W. CORNER OF SAID TRACT E-1 OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF TRACT E-1 OF SAID PLAT, N.11*55'09"W., A DISTANCE OF 14.85 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 153 OF SAID PLAT; THENCE ALONG SAID SOUTHERLY BOUNDARY, N.80*17*18"E., A DISTANCE OF 51.77 FEET TO THE S.W. CORNER OF LOT 152 OF SAID PLAT; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF LOT 153, ALONG THE SOUTHERLY BOUNDARY OF LOT 152 OF SAID PLAT, N.51*57'58"E., A DISTANCE OF 19.61 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1448.00 FEET, A CENTRAL ANGLE OF 05*02'58" AND A CHORD BEARING AND DISTANCE OF N.72*57'06"E., 127.57 FEET; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID LOT 152, EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 127.61 SEET TO A POINT ON THE EAST BOUNDARY OF SAID PLAT, THENCE ALONG EAST BOUNDARY SAID PLAT, S.00*30*28"W., A DISTANCE OF 21.28 FEET TO A POINT ON AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1468.00 FEET, A CENTRAL ANGLE OF 07*30*25" AND A CHORD BEARING AND DISTANCE OF 5.74*27*56"W., 192.20 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 192.34 FEET TO THE POINT OF BEGINNING. CONTAINING 3,493 SQUARE FEET OR 0.08 ACRES, MORE OR LESS. BEGINNING AT THE S.W. CORNER OF SAID TRACT E-1 OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND:

SO. FT. SOUARE FEET

AC. **ACRES**

LAND SURVEYOR LS

LB LICENSED BUSINESS

NO. NUMBER

ARC LENGTH RADIUS

DELTA (CENTRAL ANGLE)

CHORD BEARING CHORD DISTANCE

CH

CHANGE IN DIRECTION

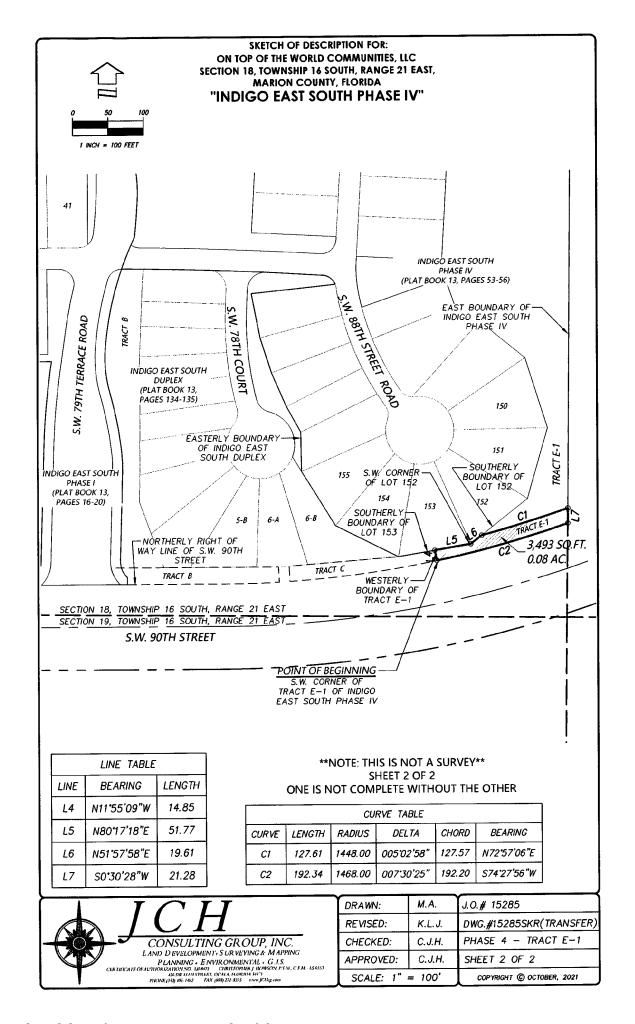
SURVEYOR'S CERTIFICATION:

THEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER,
CHECKED:	C.J.H.	PHASE 4 - TRACT E-1
APPROVED:	C.J.H.	SHEET 1 OF 2
SCALE:		COPYRIGHT © OCTOBER, 2021



ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL"

DESCRIPTION:

PARCEL 1:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, AND TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, AND TRACT E-1 OF INDIGO EAST SOUTH PHASE IV, AS RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "J", S.1536'04"E., 8.29 FEET TO THE POINT OF BEGINNING; THENCE N.74'29'44"E., 89.05 FEET; THENCE N.66'54'47"E., 96.19 FEET; THENCE N.70'28'55"E., 96.04 FEET; THENCE N.7707'15"E., 96.84 FEET, THENCE N.78'48'11"E., 84.17 FEET; THENCE N.65'56'02"E., 82.89 FEET; THENCE N.82'41'23"E., 25.31 FEET; THENCE S.76'51'52"E., 22.00 FEET; THENCE S.48'34'52"E., 23.01 FEET; THENCE S.05'52'29"E., 27.42 FEET; THENCE S.10'27'57"W., 106.75 FEET; THENCE S.05'159"E., 69.60 FEET; THENCE S.05'31'42"W., 61.92 FEET; THENCE S.10'07'24"E., 21.93 FEET; THENCE S.20'48'13"E., 48.00 FEET; THENCE S.01'05'01"W., 95.27 FEET; THENCE S.05'02'E., 17.84 FEET; THENCE S.03'21'30"W., 37.03 FEET; THENCE S.05'26'E., 57.84 FEET; THENCE S.03'56'40"E., 25.79 FEET; THENCE S.00'45'57"E., 42.65 FEET; THENCE S.05'23'33"E., 26.25 FEET; THENCE S.20'24'09"E., 25.73 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.05'39'33"E., 26.25 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.07'43'58"W., 60.79 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.06'35'17"E., 65.12 FEET; THENCE S.07'22'1"W. 47.94 FEET; THENCE S.15'01'22"E., 46.30 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.07'43'58"W., 60.79 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.07'22"E., 57.34 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.07'22"E., 57.34 FEET; THENCE S.07'23'3"W., 36.02 FEET; THENCE S.07'22"E., 57.34 FEET; THENCE S.07'23'5"W., 58.42 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.07'23'58"W., 60.79 FEET; THENCE S.07'40"E., 25.73 FEET; THENCE S.07'23'58"W., 58.42 FEET; THENCE S.07'23'5"E., 67.07 FEET; THENCE S.07'23'5"E., 67.07 FEET; THENCE S.07'23'2"W., 23.79 FEET; THENCE S.23'20'54"W., 59.81 FEET; THENCE S.10'23'57"E., 67.07 FEET; THENCE S.12'20'36"E., 44.67 FEET; THENCE S.23'20'54"W., 59.81 FEET; THENCE S.10'23'57"E., 67.07 FEET; THENCE S.12'20'36"E., 44.67 FEET;

CONTINUE

NOTES:

1. DATE OF SKETCH: FEBRUARY 16, 2016.

- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- A. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

— INE BREAK

R/W RIGHT-OF-WAY

CONC. CONCRETE

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

CENTERLINE

P.C. POINT OF CURVATURE

P.I. POINT OF INTERSECTION

L ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE

O CHANGE IN DIRECTION

- CENTERLINE OF WALKING TRAIL

WALKING TRAIL LIMITS

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 10
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. – LS 6553 OF JCH CONSULTING GROUP, INC.



1	DRAWN:	M.A.	J.O.# 15285
	REVISED:		DWG.#15285SKR2 SIDEWALK
	CHECKED:	C.J.H.	SHEET 1 OF 10
	APPROVED:	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
	SCALE:	_	COPYRIGHT © MARCH, 2020

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

DESCRIPTION:

PARCEL 2:

"INDIGO WALKING TRAIL"

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID "POINT A"; THENCE N.28'58'39"W, 27.57 FEET; N.31'13'21"W, 29.20 FEET; THENCE N.54'16'53"W, 16.11 FEET; THENCE N.64'42'41"W, 23.57 FEET; THENCE S.79'55'49"W, 11.03 FEET; THENCE S.63'39'24"W, 201.69 FEET; THENCE S.74'15'16"W, 35.07 FEET; THENCE S.66'45'59"W, 49.16 FEET; THENCE S.70'09'21"W, 59.61 FEET; THENCE S.80'55'29"W, 36.39 FEET; THENCE S.84'58'24"W, 143.53 FEET; THENCE S.81'36'44"W, 21.24 FEET; THENCE S.66'29'49"W, 41.29 FEET; THENCE N.71'35'16"W, 15.37 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE S.40'15'31"W, 21.66 FEET; THENCE S.71'25'24"W, 55.02 FEET; THENCE S.55'57'24"W, 77.47 FEET; THENCE N.88'00'07"W, 33.90 FEET; THENCE S.74'06'33"W, 42.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 941.44 LINEAR FEET, MORE OR LESS.

PARCEL 3:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "B"; THENCE N.49'54'54"E., 35.80 FEET; THENCE N.36'46'11"E., 9.43 FEET; THENCE N.04'06'47"W., 8.43 FEET; THENCE N.41'10'05"W., 7.73 FEET; THENCE N.56'39'04"W., 60.57 FEET; THENCE N.48'04'25"W., 11.04 FEET; THENCE N.31'03'34"W., 13.23 FEET; THENCE N.24'34'58"W., 82.23 FEET; THENCE N.15'13'46"W., 106.68 FEET; THENCE N.29'15'49"W., 16.95 FEET; THENCE N.59'34'22"W., 17.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 369.97 LINEAR FEET, MORE OR LESS.

PARCEL 4:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "A"; THENCE S.42"19"14"W., 48.17 FEET TO THE POINT OF TERMINUS. CONTAINING 48.17 LINEAR FEET, MORE OR LESS.

PARCEL 5:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "N" OF INDICO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY MOST CORNER OF TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE N.77'47'20"W., 151.98 FEET TO THE POINT OF BEGINNING; THENCE S.75'16'12" W., 71.25 FEET; THENCE S.55'14'38" W., 87.31 FEET; THENCE N.89'20'01" W., 35.52 FEET; THENCE N.53'52'28" W., 50.05 FEET; THENCE N.78'39'10" W., 19.03 FEET; THENCE S.77'45'39" W., 35.30 FEET; THENCE N.80'30'11" W., 24.32 FEET; THENCE N.59'55'59" W., 50.35 FEET; THENCE N.78'39'10" W., 19.03 FEET; THENCE S.77'45'39" W., 35.30 FEET; THENCE N.80'30'11" W., 24.32 FEET; THENCE N.59'55'59" W., 54.86 FEET; THENCE S.77'25'36" W., 30.31 FEET; THENCE S.30'05'03" W., 79.89 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 64'37'38", AND A CHORD BEARING AND DISTANCE OF S.61'11'41" W., 74.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.96 FEET TO THE END OF SAID; THENCE N.86'29'30" W., 13.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 88'40'00", AND A CHORD BEARING AND DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF A CURVE CONCAVE SOUTHAESTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 86'51'28", AND A CHORD BEARING AND DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE N.02'10'30" E., 26.46 FEET; THENCE N.071'30" E., 21.14 FEET; THENCE N.61'09'02" E., 60.07 FEET; THENCE N.84'27'27" E., 17.45 FEET; THENCE S.72'13'58" E., 59.27 FEET; THENCE N.72'40'17" E., 47.68 FEET; THENCE N.84'29'02" E., 13.49 FEET; THENCE S.83'44'00" E., 64.58 FEET; THENCE N.81'57'19" E., 21.14 FEET; THENCE N.61'09'02" E., 60.07 FEET; THENCE N.84'27'27" E., 17.45 FEET; THENCE S.72'13'58" E., 59.27 FEET; THENCE N.72'40'17" E., 47.68 FEET; THENCE N.84'49'02" E., 13.49 FEET; THENCE S.83'44'00" E., 64.58 FEET; THENCE N.81'57'19" E., 21.14 FEET; THENCE N.62'28'57" E., 63.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A FADIUS OF 50.00 FEET, A C

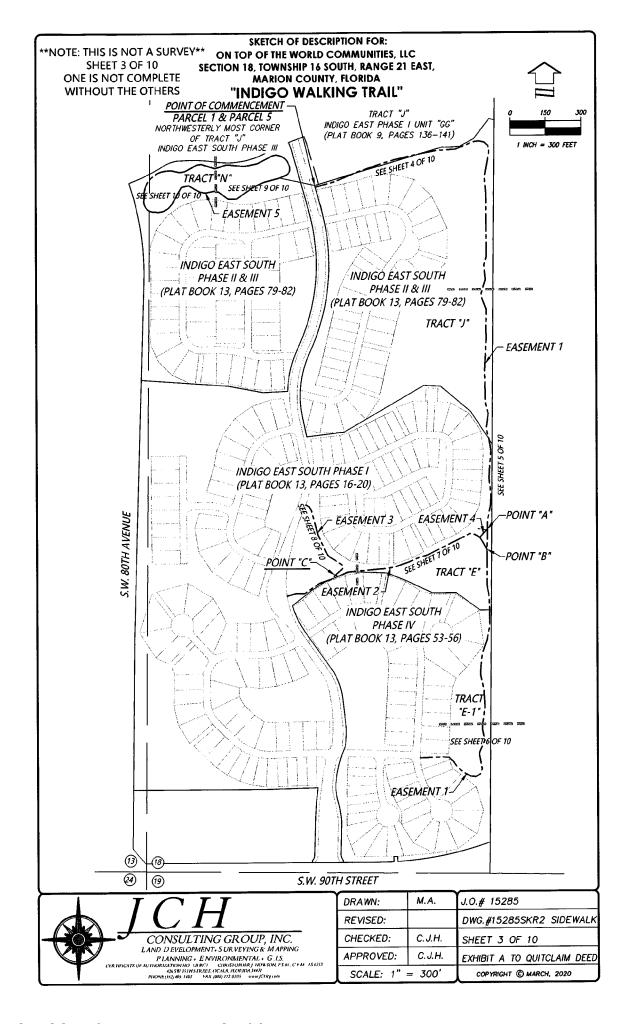
LESS AND EXCEPT:

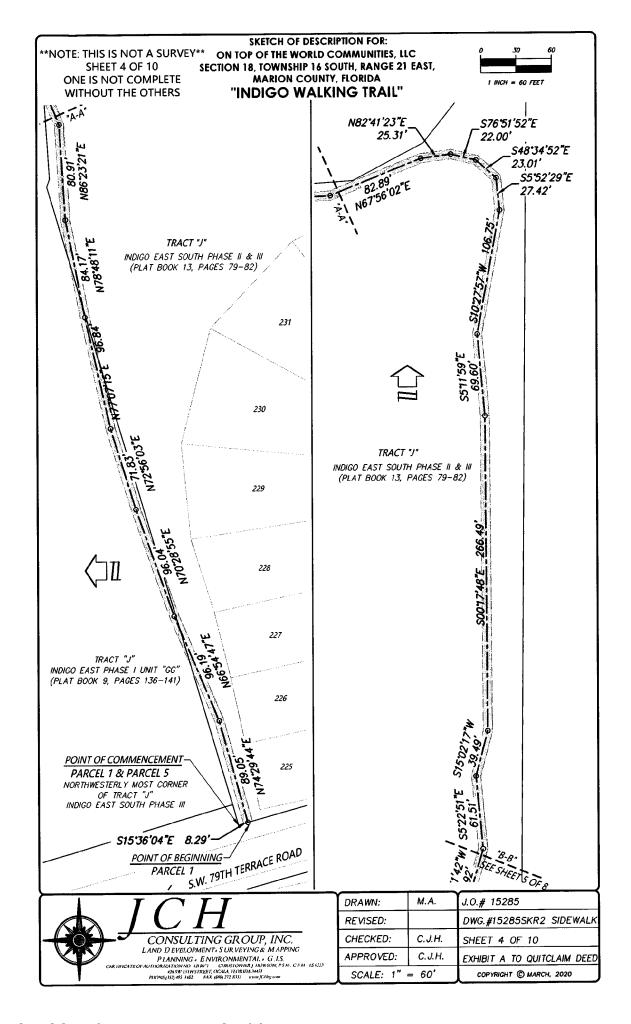
ANY PORTION LYING IN TRACT "J" OF INDIGO EAST PHASE I UNIT "GG", AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

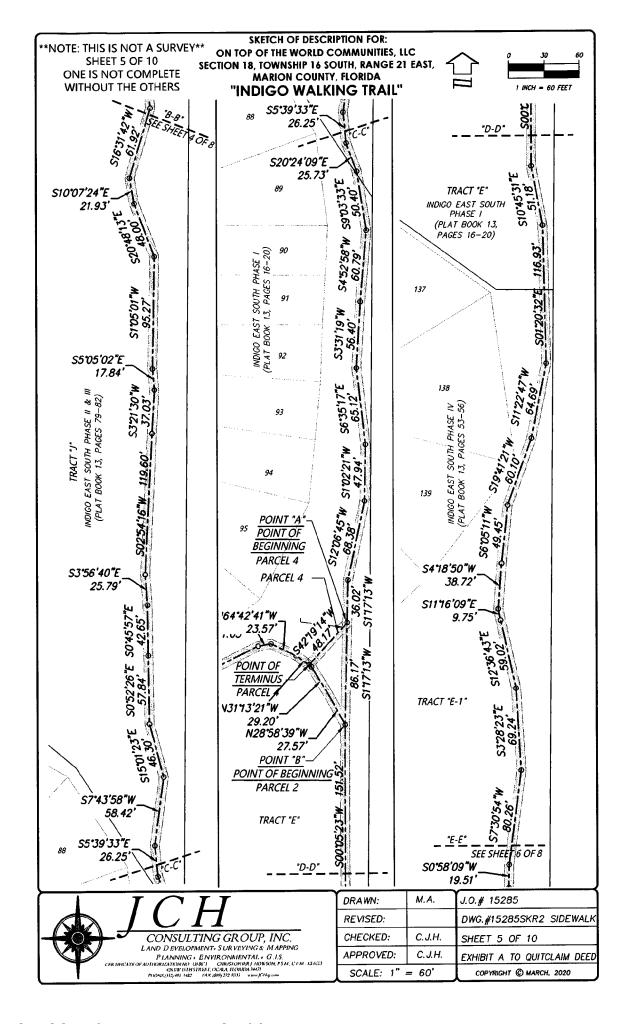
NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 10
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

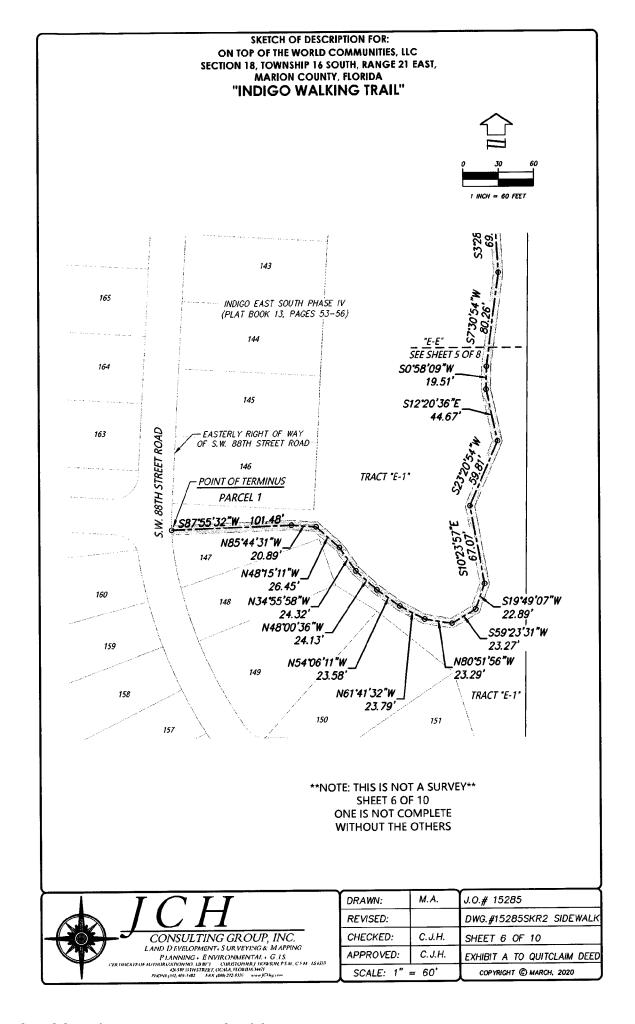


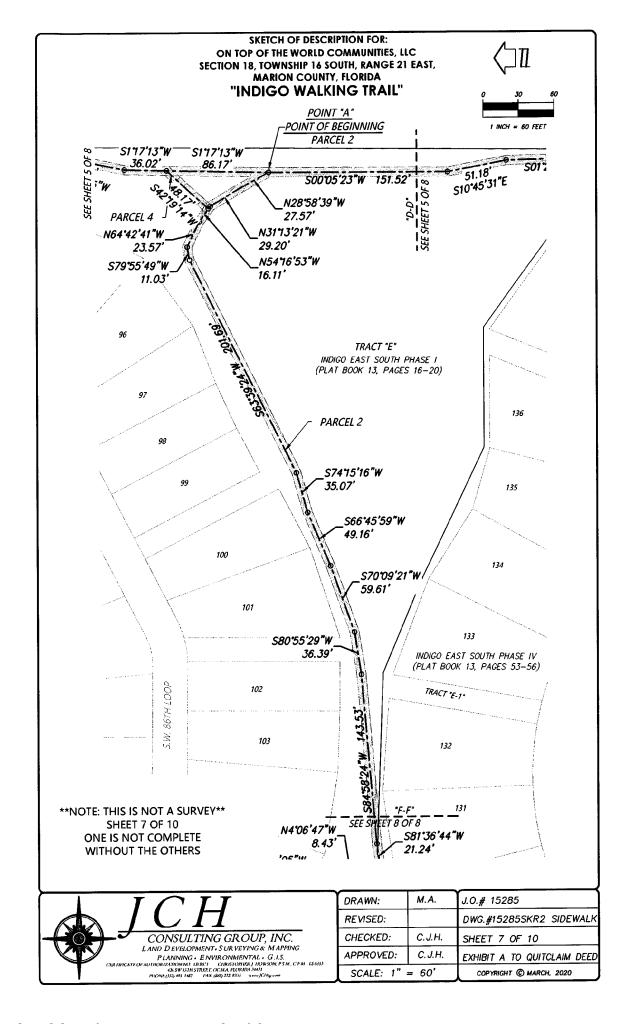
DRAWN:	M.A.	J.O.# 15285
REVISED:		DWG.#15285SKR2 SIDEWALK
CHECKED:	C.J.H.	SHEET 2 OF 10
APPROVED:	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
SCALE:		COPYRIGHT © MARCH, 2020

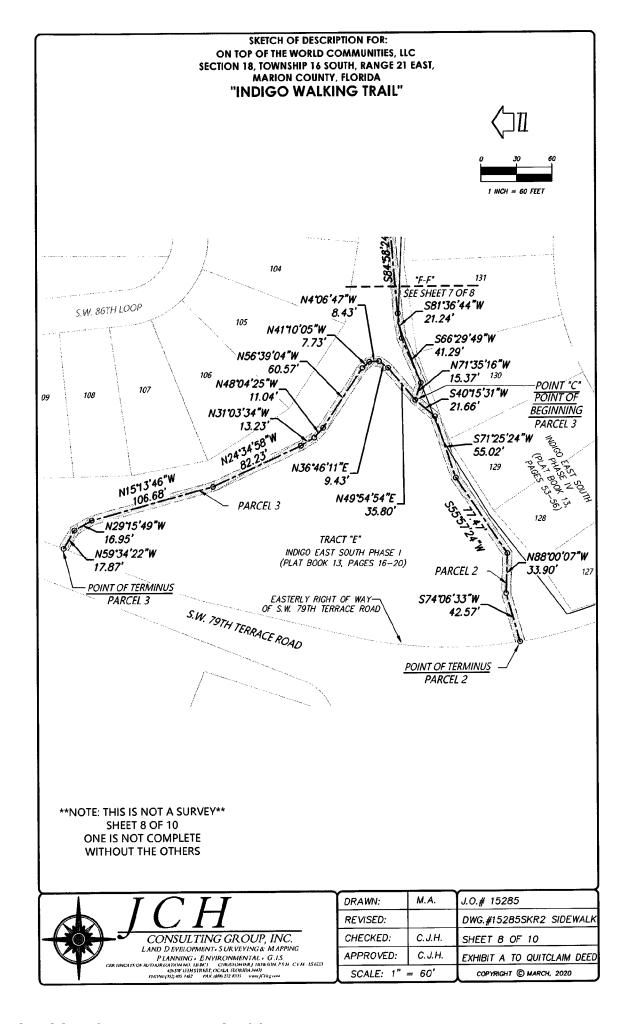


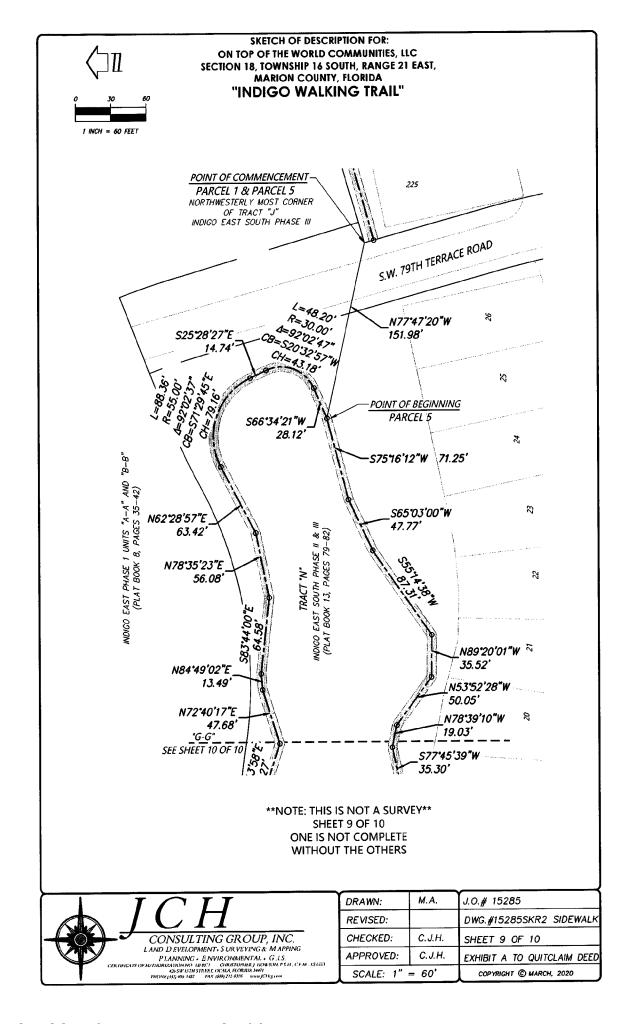


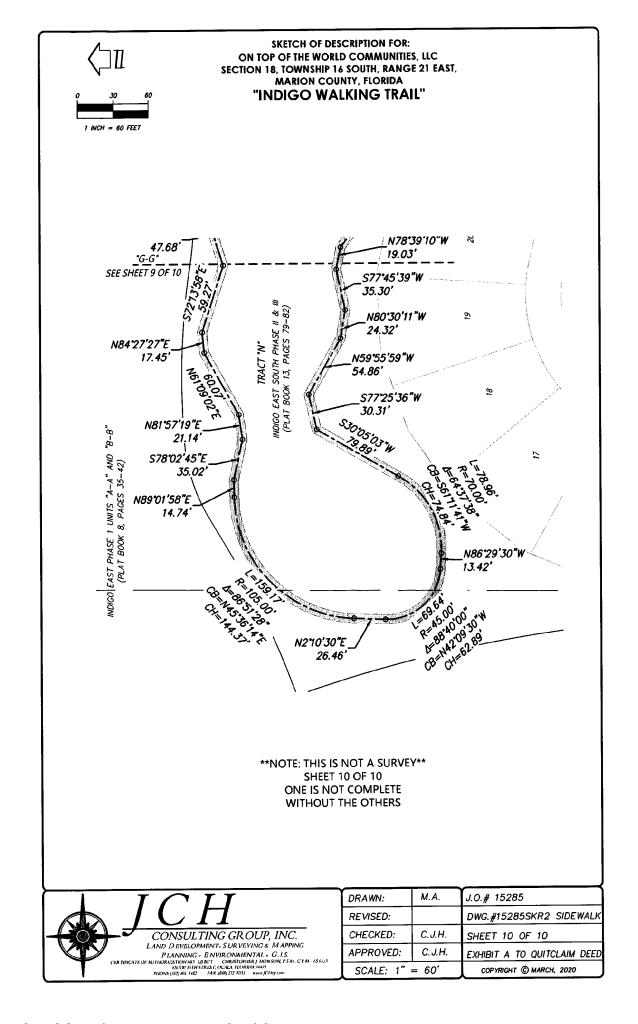












Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "N," Indigo East South Phase II & III, according to the plat thereof recorded in Plat Book 13, Page 79, of the Public Records of Marion County, Florida, less and except the lands described on **Exhibit A** and **Exhibit B**, both attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of: Name: Patricia A. Soriano Name: Rockel Wagner	GRANTOR: ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited hability company By: KENNETH D. COLEN Title: President
online notarization this 2nd day of MARCH	d before me by means of ☑ physical presence or ☐, 2027, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of as produced as
	Notary Public Print Name: My Commission Expires: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE II & III"

DESCRIPTION:

A PORTION OF TRACT N OF INDIGO EAST SOUTH PHASE II & III, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTIONS 13 & 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF TRACT N OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, N.01'42'34"E., A DISTANCE OF 417.81 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 20'40'53" AND A CHORD BEARING AND DISTANCE OF N.08'37'53"W. 421.11 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 423.41 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE N.W. CORNER OF SAID PLAT: THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N.68'34'06"E., A DISTANCE OF 25.19
FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE
OF 01'53'43" AND A CHORD BEARING AND DISTANCE OF N.67'37'14"E., 24.81 FEET; THENCE EASTERLY, ALONG
THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, AN ARC DISTANCE OF 24.81 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY BOUNDARY, S.10"19"52"E., A DISTANCE OF 68.63 FEET; THENCE S.02'10'30"W., A DISTANCE OF 27.03 FEET; THENCE S.08'42'27"E., A DISTANCE OF 215.09 FEET TO THE S.W. CORNER OF LOT 191 OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF LOT 190 OF SAID PLAT, CORNER OF LOT 191 OF SAID PLAT, THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF LOT 190 OF SAID PLAT, S.07:38:19"E., A DISTANCE OF 27.51 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, S.01'42'34"W., A DISTANCE OF 491.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT N OF SAID PLAT; THENCE ALONG SAID SOUTHERLY BOUNDARY, N.85'46'33"W., A DISTANCE OF 25.02 FEET TO THE POINT OF BEGINNING. CONTAINING 23,728 SQUARE FEET OR 0.54 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND:

SO. FT. SQUARE FEET

AC. **ACRES**

LAND SURVEYOR LS

18 LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

R RADIUS

1 DELTA (CENTRAL ANGLE)

CB CHORD BEARING CHORD DISTANCE CH

CHANGE IN DIRECTION

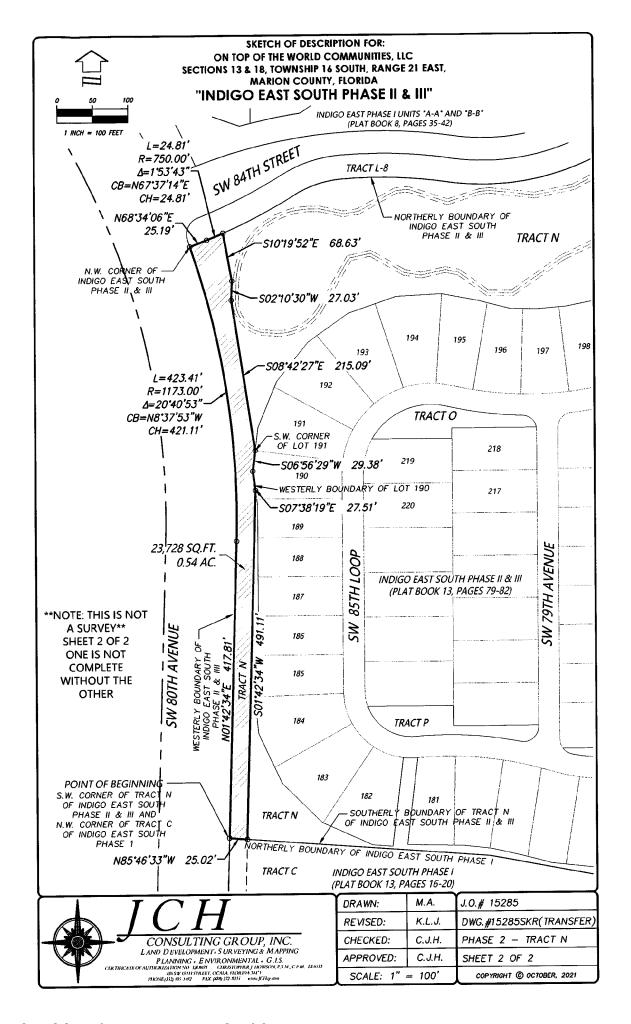
SURVEYOR'S CERTIFICATION:

THEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



1	DRAWN:	K.L.J.	J.O.# 15285
	REVISED:		DWG. #15285SKR(TRANSFER)
	CHECKED:	C.J.H.	PHASE 2 - TRACT N
	APPROVED:	C.J.H.	SHEET 1 OF 2
	SCALE:		COPYRIGHT © OCTOBER, 2021



ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL

DESCRIPTION:

PARCEL 1:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, AND TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, AND TRACT E-1 OF INDIGO EAST SOUTH PHASE IV, AS RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "J", S.1536'04"E., 8.29 FEET TO THE POINT OF BEGINNING; THENCE N.74'29'44"E., 89.05 FEET; THENCE N.66'54'47"E., 96.19 FEET; THENCE N.70'28'55"E., 96.04 FEET; THENCE N.70'28'55"E., 96.04 FEET; THENCE N.72'56'03"E., 71.83 FEET; THENCE N.77'07'15"E., 96.84 FEET; THENCE N.78'48'11"E., 84.17 FEET; THENCE N.86'23'21"E., 80.91 FEET; THENCE N.67'56'02"E., 82.89 FEET; THENCE N.82'41'23"E., 25.31 FEET; THENCE S.76'51'52"E., 22.00 FEET; THENCE S.48'34'52"E., 23.01 FEET; THENCE S.05'52'29"E., 27.42 FEET; THENCE S.10'27'57"W., 106.75 FEET; THENCE S.05'11'59"E., 69.60 FEET; THENCE S.00'17'48"E., 266.49 FEET; THENCE S.15'02'17"W., 39.49 FEET; THENCE S.05:22'51"E., 61.51 FEET; THENCE S.16'31'42"W., 61.92 FEET; THENCE S.10'07'24"E., 21.93 FEET; THENCE S.20'48'13"E., 48.00 FEET; THENCE S.01'05'01"W., 95.27 FEET; THENCE S.05'05'02"E., 17.84 FEET; THENCE S.03'21'30"W., 37.03 FEET; THENCE S.02'54'16"W., 119.60 FEET; THENCE S.03'56'40"E., 25.79 FEET; THENCE S.00'45'57"E., 42.65 FEET; THENCE \$.00'52'26"E., 57.84 FEET; THENCE \$.15'01'23"E., 46.30 FEET; THENCE \$.07'43'58"W., 58.42 FEET; THENCE \$.05'39'33"E., 26.25 FEET; THENCE \$.20'24'09"E., 25.73 FEET; THENCE \$.09'03'33"E., 50.40 FEET; THENCE S.04'52'58"W., 60.79 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.06'35'17"E., 65.12 FEET; THENCE S.01'02'21"W., 47.94 FEET; THENCE S.12'06'45"W., 68.38 FEET; THENCE S.01"17"13"W., 36.02 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE S.0117'13"W., 86.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE S.00'05'23"W., 151.52 FEET; THENCE S.10'45'31"E., 51.18 FEET; THENCE S.01'20'32"E., 116.93 FEET; THENCE S.11'22'47"W., 64.69 FEET; THENCE S.19'41'21"W., 60.10 FEET; THENCE S.06'05'11"W., 49.45 FEET; THENCE S.04'18'50"W., 38.72 FEET; THENCE S.11"16'09"E., 9.75 FEET; THENCE S.12"36'43"E., 59.02 FEET; THENCE S.03"28"23"E., 69.24 FEET; THENCE S.07"30"54"W., 80.26 FEET; THENCE S.00"58'09"W., 19.51 FEET; THENCE S.12"20'36"E., 44.67 FEET; THENCE S.23'20'54"W., 59.81 FEET; THENCE S.10'23'57"E., 67.07 FEET; THENCE S.19'49'07"W., 22.89 FEET; THENCE S.59'23'31"W., 23.27 FEET; THENCE N.80'51'56"W., 23.29 FEET; THENCE N.80'51'56"W., 23.29 FEET; THENCE N.80'51'56"W., 24.13 FEET; THENCE N.84'55'58"W., 24.32 FEET; THENCE N.84'651'1"W., 20.86 FEET; THENCE N.86'11"W., 20.86 FEET; THENCE N.86 N.4815'11"W., 26.45 FEET; THENCE N.85'44'31"W., 20.89 FEET; THENCE S.87'55'32"W., 101.48 FEET TO A POINT ON THE EASTERLY RICHT OF WAY LINE OF S.W. 88TH STREET ROAD AND THE POINT OF TERMINUS. CONTAINING 3,751 LINEAR FEET, MORE OR LESS.

CONTINUE...

NOTES:

- DATE OF SKETCH: FEBRUARY 16, 2016.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

—√µ— LINE BREAK R/W RIGHT-OF-WAY

CONC. CONCRETE

LAND SURVEYOR LB LICENSED BUSINESS

NO. NUMBER

Ç CENTERLINE P.C. POINT OF CURVATURE

POINT OF INTERSECTION P.I.

ARC LENGTH L R RADIUS

DELTA (CENTRAL ANGLE) Δ

CB CHORD BEARING CHORD DISTANCE CH CHANGE IN DIRECTION 0

CENTERLINE OF WALKING TRAIL WALKING TRAIL LIMITS

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 10 ONE IS NOT COMPLETE WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

> CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	M.A.	J.O.# 15285
REVISED:		DWG.#15285SKR2 SIDEWALK
CHECKED:	C.J.H.	SHEET 1 OF 10
APPROVED:	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
SCALE:		COPYRIGHT © MARCH. 2020

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

DESCRIPTION:

PARCEL 2:

"INDIGO WALKING TRAIL" A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN

TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID "POINT A"; THENCE N.28'58'39"W., 27.57 FEET; N.31'13'21"W., 29.20 FEET; THENCE N.54'16'53"W., 16.11 FEET; THENCE N.64'42'41"W., 23.57 FEET; THENCE S.79'55'49"W., 11.03 FEET; THENCE S.63'39'24"W., 201.69 FEET; THENCE S.74'15'16"W., 35.07 FEET; THENCE S.66'45'59"W., 49.16 FEET; THENCE S.70'09'21"W., 59.61 FEET; THENCE S.80'55'29"W., 36.39 FEET: THENCE S.84-58-24 W., 143.53 FEET: THENCE S.81-36-44 W., 21.24 FEET: THENCE S.66-29-49 W., 41.29 FEET: THENCE N.71-35-16 W., 15.37 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE S.40-15-31 W., 21.66 FEET: THENCE S.71'25'24"W., 55.02 FEET; THENCE S.55'57'24"W., 77.47 FEET; THENCE N.88'00'07"W., 33.90 FEET; THENCE S.74'06'33"W., 42.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 941.44 LINEAR FEET, MORE OR LESS.

PARCEL 3:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "B", THENCE N.49'54'54"E., 35.80 FEET; THENCE N.36'46'11"E., 9.43 FEET; THENCE N.04'06'47'W., 8.43 FEET; THENCE N.41'10'05"W., 7.73 FEET; THENCE N.50-60'1E., 9.43 FEET; THENCE N.48'04'25"W., 11.02 FEET; THENCE N.48'04'25"W., 17.73 FEET; THENCE N.50'39'04"W., 60.57 FEET; THENCE N.48'04'25"W., 11.02 FEET; THENCE N.31'03'34"W., 13.23 FEET; THENCE N.24'34'58"W., 82.23 FEET; THENCE N.15'13'46"W., 106.68 FEET; THENCE N.29'15'49"W., 16.95 FEET; THENCE N.59'34'22"W., 17.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 369.97 LINEAR FEET, MORE OR LESS.

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY

BEGINNING AT THE AFORESAID POINT "A"; THENCE S.42'19'14"W., 48.17 FEET TO THE POINT OF TERMINUS. CONTAINING 48.17 LINEAR FEET, MORE OR LESS.

PARCEL 5:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "N" OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY MOST CORNER OF TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE N.77'47'20"W., 151.98 FEET TO THE POINT OF BEGINNING; THENCE S.75'16'12" W., 71.25 FEET; THENCE S.65'03'00" W., 47.77 FEET; THENCE S.55'14'38" W., 87.31 FEET; THENCE N.89'20'01" W., 35.52 FEET; THENCE N.53'52'28" W., 50.05 FEET; THENCE N.78'39'10" W., 19.03 FEET; THENCE S.77'45'39" W., 35.30 FEET; THENCE N.80'30'11" W., 24.32 FEET; THENCE N.59'55'59" W., 54.86 FEET; THENCE S.77'25'36" W., 30.31 FEET; THENCE S.30'05'03" W., 79.89 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANOLE OF 64'37'38", AND A CHORD BEARING AND DISTANCE OF S.61'11'41" W., 74.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.96 FEET TO THE END OF THENCE M.80'30'30" W., 13.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS S.61'11'41" W., 74.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.96 FEET TO THE END OF SAID; THENCE N.86'29'30" W., 13.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 88'40'00", AND A CHORD BEARING AND DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE N.62'10'30" E., 26.46 FEET; TO A POINT OF TANGENCY, THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF TANGENCY, THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF TANGENCY, THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF TANGENCY, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 159.17 FEET TO A POINT OF TANGENCY; THENCE N.89'01'58" E., 14.74 FEET; THENCE N.89'02'58" E., 59.27 FEET; THENCE N.87'20'15" E., 47.68 FEET; THENCE N.89'01'58" E., 14.74 FEET; THENCE N.72'40'17" E., 47.68 FEET; THENCE N.84'49'02" E., 13.49 FEET; THENCE S.83'44'00" E., 64.58 FEET; THENCE N.78'35'23" E., 56.08 FEET; THENCE N.62'28'57" E., 63.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 92'02'37", AND A CHORD BEARING AND DISTANCE OF SAID CURVE, A DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE S.25'28'27" E., 14.74 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF \$8.36 FEET TO A POINT OF TANGENCY; THENCE S.25'28'27" E., 14.74 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF \$20'23'57" W., 43.18 FEET; RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 92'02'47", AND A CHORD BEARING AND DISTANCE OF 5.20'32'57" W., 43.18 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.20 FEET TO A POINT OF TANGENCY; THENCE S.66'34'21" W., 28.12 FEET TO THE POINT OF BEGINNING. CONTAINING 1,515.60 LINEAR FEET, MORE OR LESS.

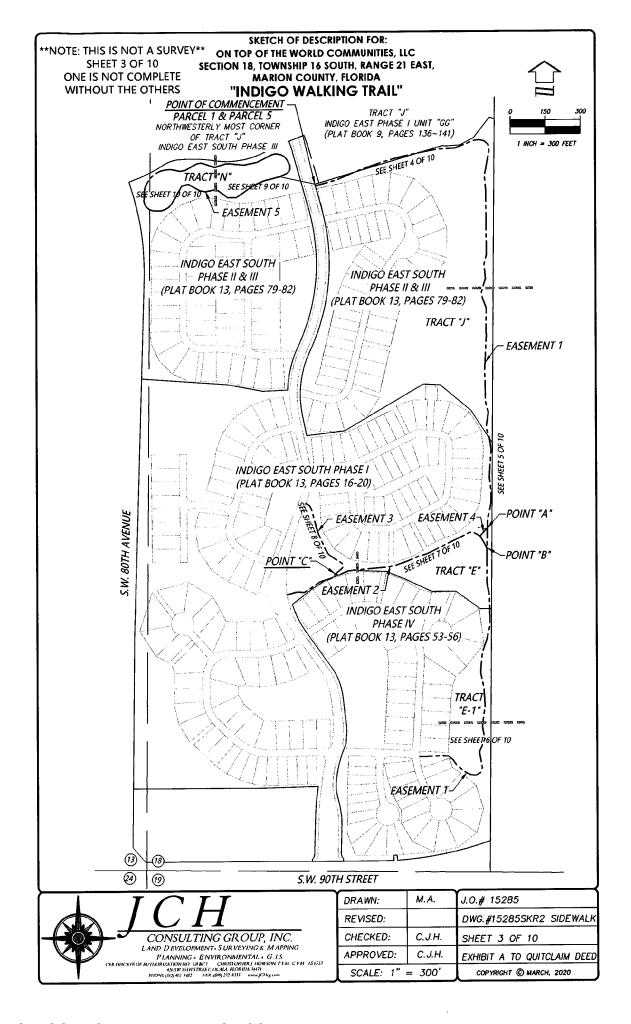
LESS AND EXCEPT:

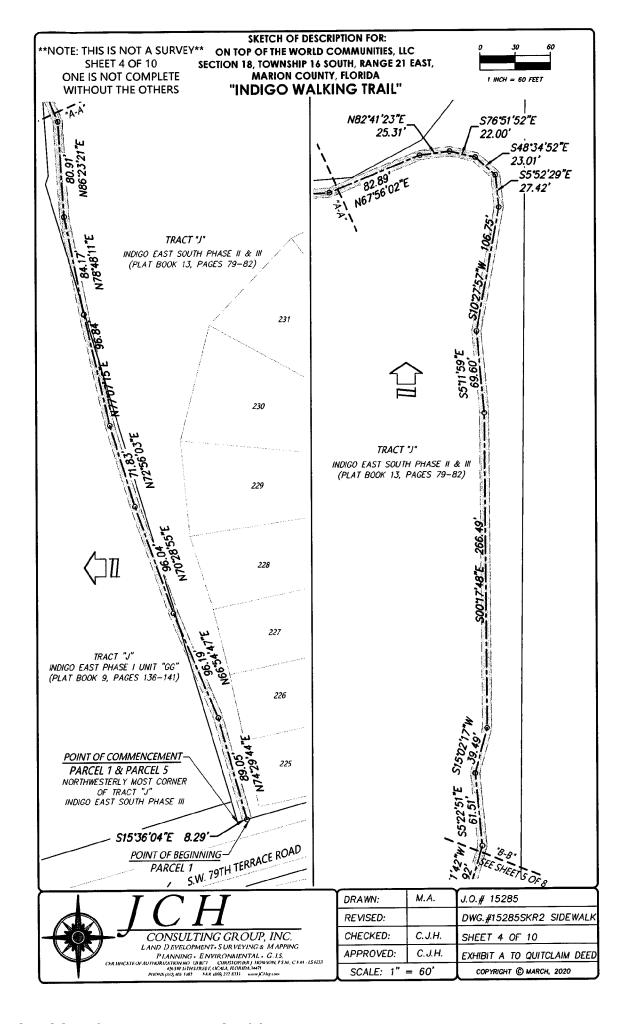
ANY PORTION LYING IN TRACT "J" OF INDIGO EAST PHASE I UNIT "GG", AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

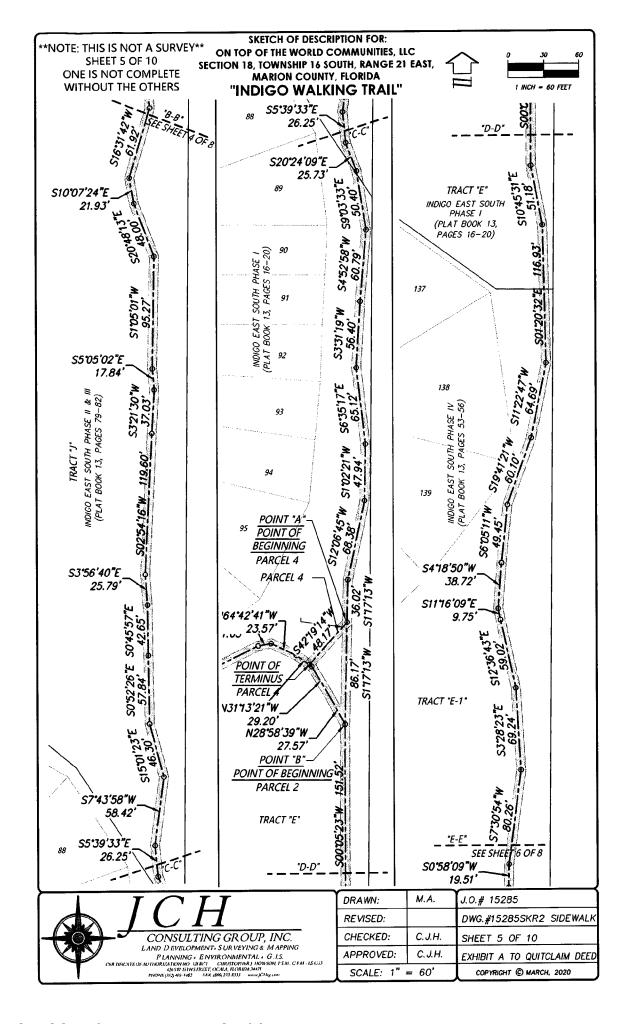
> **NOTE: THIS IS NOT A SURVEY** SHEET 2 OF 10 ONE IS NOT COMPLETE WITHOUT THE OTHERS

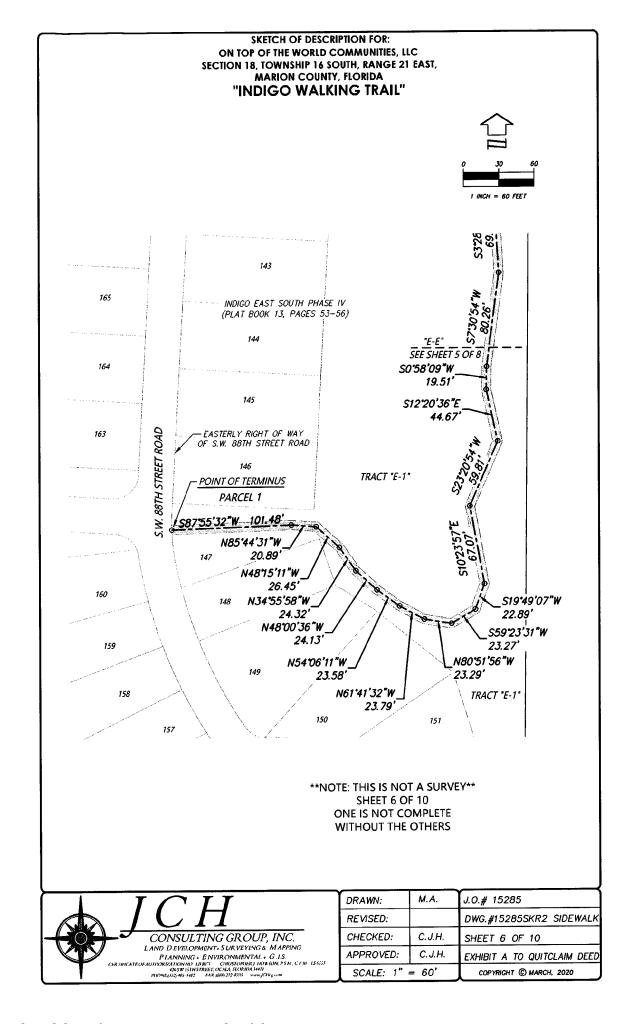


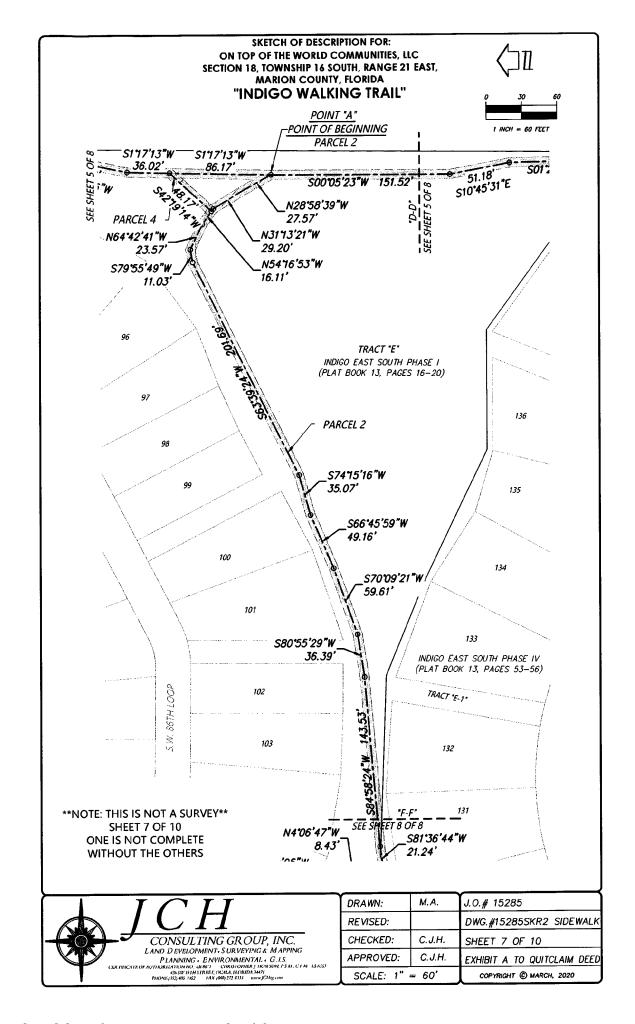
DRAWN:	M.A.	J.O.# 15285
REVISED:		DWG.#15285SKR2 SIDEWALK
CHECKED:	C.J.H.	SHEET 2 OF 10
APPROVED:	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
SCALE:		COPYRIGHT © MARCH, 2020

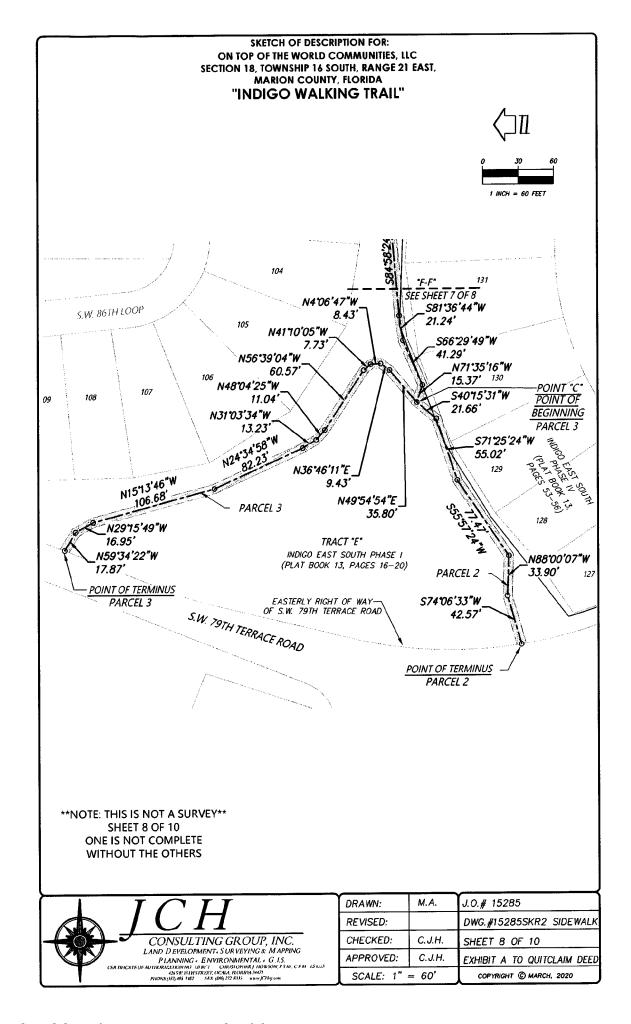


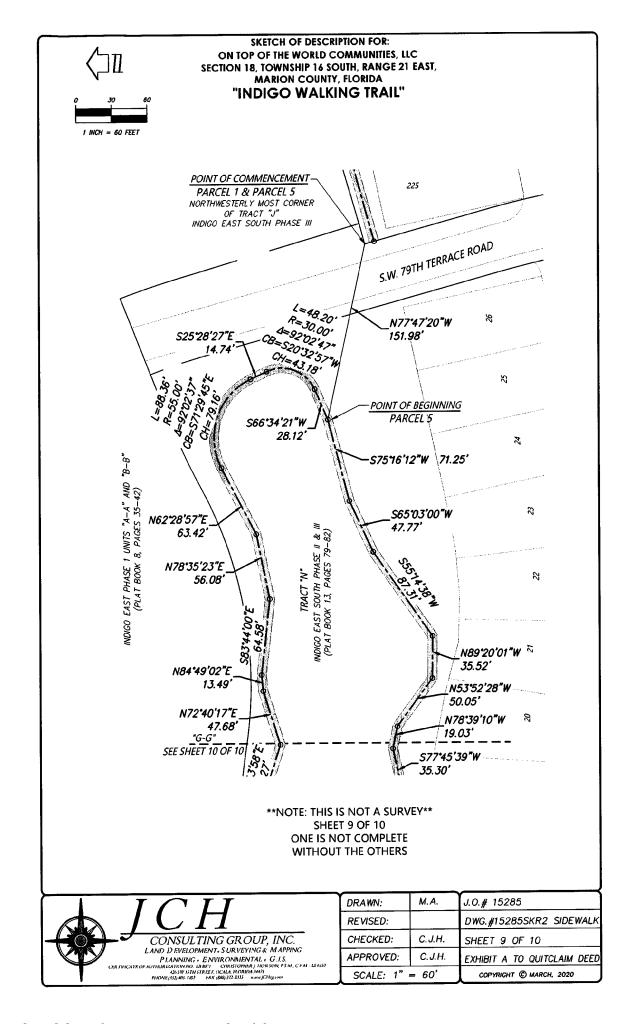


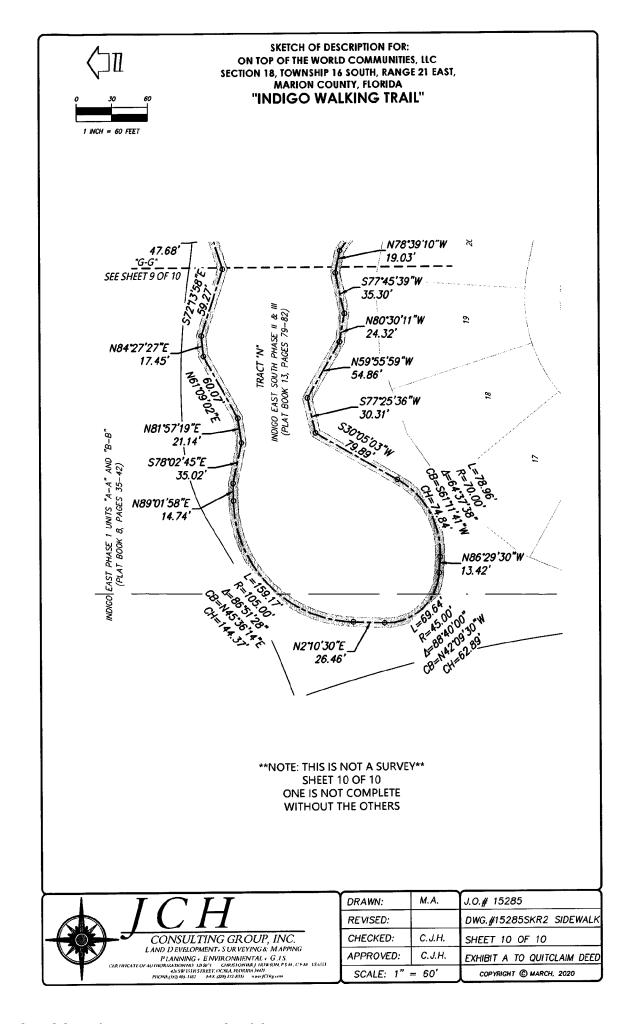












Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

......SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA.....

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, **L.L.C.**, a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "B," of Indigo East South Duplex, according to the plat thereof recorded in Plat Book 13, Page 134, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES,

Name: Patricia A. Soriano

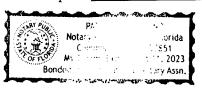
By: KENNETH D. COLEN

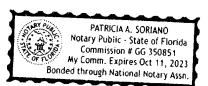
Title: President

STATE OF FLORIDA)
COUNTY OF MARCAGO)

Notary Public
Print Name: ______
My Commission Expires: _____

L.L.C., a Florida limited liability company





SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH DUPLEX"

DESCRIPTION:

A PORTION OF TRACT B OF INDIGO EAST SOUTH DUPLEX, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 134 AND 135 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS

BEGINNING AT THE S.W. CORNER OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, N.00°00'00"E., A DISTANCE OF 10.01 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 28°26'23" AND A CHORD BEARING AND DISTANCE OF N.31°23'59"W., 15.72 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 15.88 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTH BOUNDARY OF LOTS 5-A, 5-B AND 6-A OF SAID PLAT AND THE WESTERLY BOUNDARY THEREOF S 9000'00"E A DISTANCE OF 221 68 EFET. THENCE DEPARTING THE SOUTH BOUNDARY BUUNDARY, ALONG THE SOUTH BOUNDARY OF LOTS 5-A, 5-B AND 6-A OF SAID PLAT AND THE WESTERLY EXTENSION THEREOF, S.90'00'00"E., A DISTANCE OF 221.68 FEET; THENCE DEPARTING THE SOUTH BOUNDARY OF LOT 6-A OF SAID PLAT, ALONG THE EASTERLY BOUNDARY LINE OF TRACT B OF SAID PLAT, S.03'19'09"E., A DISTANCE OF 21.41 FEET TO A POINT ON NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1468.00 FEET, A CENTRAL ANGLE OF 03'01'36", AND A CHORD BEARING AND DISTANCE OF S.88'29'12"W., 77.54 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTH RIGHT OF WAY LINE, A DISTANCE OF 77.55 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N.90'00'00"W., A DISTANCE OF 137.22 FEET TO THE POINT OF BEGINNING. CONTAINING 5,029 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

TRACT C OF INDIGO EAST SOUTH DUPLEX, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 134 AND 135 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. CONTAINING 3,920 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY
- OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND:

SQUARE FEET SO. FT.

ACRES

LAND SURVEYOR LS

LΒ LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE)

CB CHORD BEARING CHORD DISTANCE CH

CHANGE IN DIRECTION

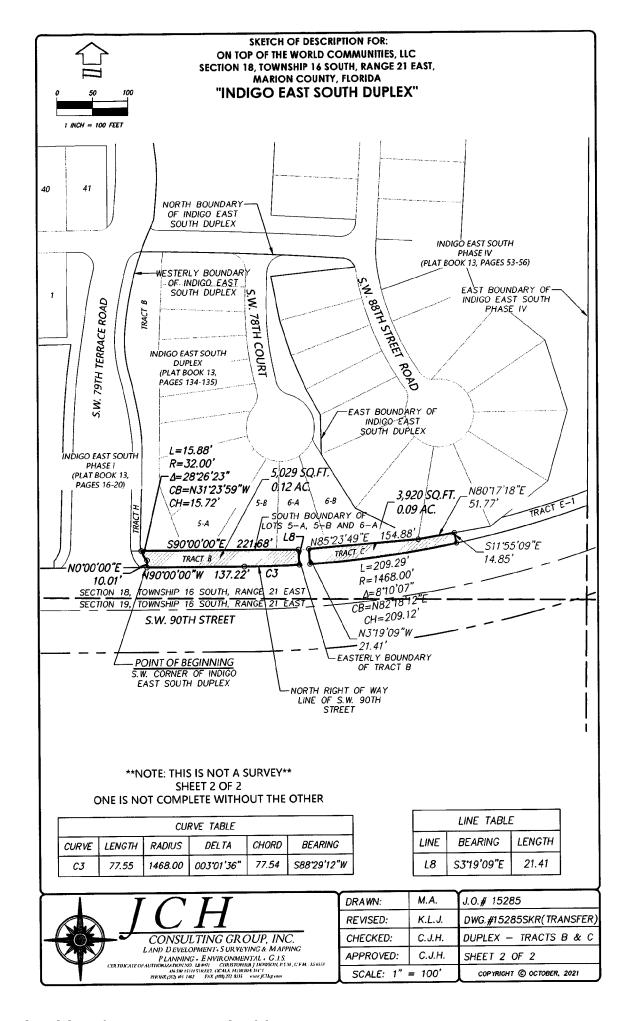
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



٦	DRAWN:	K.L.J.	J.O.# 15285
ı	REVISED:		DWG.#15285SKR(TRANSFER)
	CHECKED:	C.J.H.	DUPLEX - TRACTS B & C
	APPROVED:	C.J.H.	SHEET 1 OF 2
	SCALE:	_	COPYRIGHT © OCTOBER, 2021



Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY **DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "E," Indigo East South Phase I, according to the plat thereof recorded in Plat Book 13, Page 16, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written. **GRANTOR:** Signed, sealed and delivered in the presence of: ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company Patricia A. Soriano

KENNETH D. COLEN Title: President

STATE OF FLORIDA COUNTY OF MARION

Name:

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization this Zn day of ______, 2021, by Kenneth D. Colen, the President of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of said entity. He is personally known to me or □ has produced _ identification.

> Notary Public Print Name: My Commission Expires:

> > PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO WALKING TRAIL'

DESCRIPTION:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, AND TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, AND TRACT E-1 OF INDIGO EAST SOUTH PHASE IV, AS RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICILY ABLY OF OFFICE AS SOUTHER. PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "J", S.1536'04"E., 8.29 FEET TO THE POINT OF BEGINNING; THENCE N.74'29'44"E., 89.05 FEET; THENCE N.66'54'47"E., 96.19 FEET; THENCE N.70'28'55"E., 96.04 FEET; THENCE N.7256'03"E., 71.83 FEET; THENCE N.77'07'15"E., 96.84 FEET; THENCE N.78'48'11"E., 84.17 FEET; THENCE N.86'23'21"E., 80.91 FEET; THENCE N.67'56'02"E., 82.89 FEET; THENCE N.82'41'23"E., 25.31 FEET; THENCE S.76'51'52"E., 22.00 FEET; THENCE S.48'34'52'E., 23.01 FEET; THENCE S.05'52'29'E., 27.42 FEET; THENCE S.10'27'57"W., 106.75 FEET; THENCE S.05'11'59"E., 69.60 FEET; THENCE S.00'17'48"E., 266.49 FEET; THENCE S.15'02'17"W., 39.49 FEET; THENCE S.05'22'51"E., 61.51 FEET; THENCE S.16'31'42"W., 61.92 FEET; THENCE S.10'07'24"E., 21.93 FEET; THENCE S.20'48'13"E., 48.00 FEET; THENCE S.01'05'01"W., 95.27 FEET; THENCE S.05'05'02"E., 17.84 FEET; THENCE S.03'21'30"W., 37.03 FEET; THENCE S.02'54'16"W., 119.60 FEET; THENCE S.03'56'40"E., 25.79 FEET; THENCE S.00'45'57"E., 42.65 FEET; THENCE S.00'52'26"E., 57.84 FEET, THENCE S.15'01'23"E., 46.30 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.05'39'33"E., 26.25 FEET; THENCE S.20'24'09"E., 25.73 FEET; THENCE S.09'03'33"E., 50.40 FEET; THENCE S.04'52'58"W., 60.79 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.06'35'17"E., 65.12 FEET; THENCE S.01'02'21"W., 47.94 FEET; THENCE S.12'06'45"W., 68.38 FEET; THENCE S.01'17'13"W., 36.02 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE S.0117'13"W., 86.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE S.00'05'23"W., 151.52 FEET; THENCE S.10'45'31"E., 51.18 FEET; THENCE S.01'20'32"E., 116.93 FEET; THENCE S.11°22'47'W. 64.69 FEET; THENCE S.19'41'21'W., 60.10 FEET; THENCE S.06'05'11'W., 49.45 FEET; THENCE S.04'18'50'W., 38.72 FEET; THENCE S.11'16'09'E., 9.75 FEET; THENCE S.12'36'43"E., 59.02 FEET; THENCE S.03'28'23"E., 69.24 FEET; 38.72 FEET; THENCE S.1730'54"W, 80.26 FEET; THENCE S.00'58'09"W, 19.51 FEET; THENCE S.02'36"E., 44.67 FEET; THENCE S.02'30'54"W, 59.81 FEET; THENCE S.00'58'09"W, 19.51 FEET; THENCE S.12'20'36"E., 44.67 FEET; THENCE S.23'20'54"W, 59.81 FEET; THENCE S.10'23'57"E., 67.07 FEET; THENCE S.19'49'07"W, 22.89 FEET; THENCE S.59'23'31"W, 23.27 FEET; THENCE N.80'51'56"W, 23.29 FEET; THENCE N.61'41'32"W, 23.79 FEET; THENCE N.80'51'56"W, 24.13 FEET; THENCE N.81'41'32"W, 23.79 FEET; THENCE N.85'46'31"W, 20.89 FEET; THENCE S.87'55'32"W, 101.48 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 88TH STREET ROAD AND THE POINT OF TERMINUS. CONTAINING 3,751 LINEAR FEET HORE OF S.W. FEET, MORE OR LESS.

CONTINUE ...

NOTES:

- DATE OF SKETCH: FEBRUARY 16, 2016.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS
- PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

→ LINE BREAK

R/W RIGHT-OF-WAY CONC. CONCRETE

LAND SURVEYOR LS LB LICENSED BUSINESS

NO. NUMBER

CENTERLINE Ç

P.C. POINT OF CURVATURE

POINT OF INTERSECTION P.I.

ARC LENGTH L

R RADIUS

⊿ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE

CHANGE IN DIRECTION 0 CENTERLINE OF WALKING TRAIL

WALKING TRAIL LIMITS

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 10 ONE IS NOT COMPLETE WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

> CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	M.A.	J.O.# 15285
REVISED:		DWG.#15285SKR2 SIDEWALK
CHECKED:	C.J.H.	SHEET 1 OF 10
APPROVED:	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
SCALE:		COPYRIGHT © MARCH, 2020

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL"

DESCRIPTION:

PARCEL 2:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID "POINT A"; THENCE N.28'58'39"W., 27.57 FEET; N.31'13'21"W., 29.20 FEET; THENCE N.54'16'53"W., 16.11 FEET; THENCE N.64'42'41"W., 23.57 FEET; THENCE S.79'55'49"W., 11.03 FEET; THENCE S.63'39'24"W., 201.69 FEET; THENCE S.74'15'16"W., 35.07 FEET; THENCE S.66'45'59"W., 49.16 FEET; THENCE S.70'09'21"W., 59.61 FEET; THENCE S.80'55'29"W., 36.39 FEET; THENCE S.86'82'4"W., 143.53 FEET; THENCE S.81'36'44"W., 21.24 FEET; THENCE S.66'29'49"W., 41.29 FEET; THENCE N.71'35'16"W., 15.37 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE S.40'15'31"W., 21.66 FEET; THENCE S.71'25'24"W., 55.02 FEET; THENCE S.55'57'24"W., 77.47 FEET; THENCE N.88'00'07'W., 33.90 FEET; THENCE S.74'06'33"W., 42.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 941.44 LINEAR FEET, MORE OR LESS.

PARCEL 3:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I. AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "B"; THENCE N.49°54′54″E., 35.80 FEET; THENCE N.36°46′11″E., 9.43 FEET; THENCE N.04°06′47″W., 8.43 FEET; THENCE N.41°10′05″W., 7.73 FEET; THENCE N.56°39′04″W., 60.57 FEET; THENCE N.48°04′25″W., 11.04 FEET; THENCE N.31°03′34″W., 13.23 FEET; THENCE N.24°34′58″W., 82.23 FEET; THENCE N.15°13′46″W., 106.68 FEET; THENCE N.29°15′49″W., 16.95 FEET; THENCE N.59°34′22″W., 17.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 369.97 LINEAR FEET, MORE OR LESS.

PARCEL 4

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "A"; THENCE S.42"19"14"W., 48.17 FEET TO THE POINT OF TERMINUS. CONTAINING 48.17 LINEAR FEET, MORE OR LESS.

PARCEL 5:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "N" OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY MOST CORNER OF TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE N.77'47'20"W., 151.98 FEET TO THE POINT OF BEGINNING; THENCE S.7516'12" W., 71.25 FEET; THENCE S.65'03'00" W., 47.77 FEET; THENCE S.55'14'38" W., 87.31 FEET; THENCE N.89'20'01" W., 35.52 FEET; THENCE N.53'52'28" W., 50.05 FEET; THENCE N.78'39'10" W., 19.03 FEET; THENCE S.77'45'39" W., 35.30 FEET; THENCE N.80'30'11" W., 24.32 FEET; THENCE N.59'55'59" W., 54.86 FEET; THENCE S.77'25'36" W., 30.31 FEET; THENCE S.30'05'03" W., 79.89 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANCLE OF 64'33'38", AND A CHORD BEARING AND DISTANCE OF S.61'11'41" W., 74.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.96 FEET TO THE END OF SAID; THENCE N.86'29'30" W., 13.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 884'00", AND A CHORD BEARING AND DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.64 FEET TO A POINT OF TANGENCY; THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 86'51'28", AND A CHORD BEARING AND DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE N.22'10'30" E., 28'02'45" E., 35.02 FEET; THENCE N.81'57'19" E., 21.14 FEET; THENCE N.61'09'02" E., 60.07 FEET; THENCE N.84'27'27" E., 17.45 FEET; THENCE N.89'01'58" E., 14.74 FEET; THENCE N.82'25'7" E., 13.49 FEET; THENCE S.83'44'00" E., 64.58 FEET; THENCE N.78'35'23" E., 56.08 FEET; THENCE N.62'28'57" E., 63.42 FEET; THENCE N.84'27'27" E., 17.45 FEET; THENCE N.69'02" E., 60.07 FEET; THENCE N.89'02'5" E., 63.42 FEET; THENCE N.89'02'5" E., 13.49 FEET; THENCE N.89'02'5" E., 63.42 FEET; THENCE N.89'02'5" E., 13.49 FEET; THENCE N.89'02'5" E., 63.

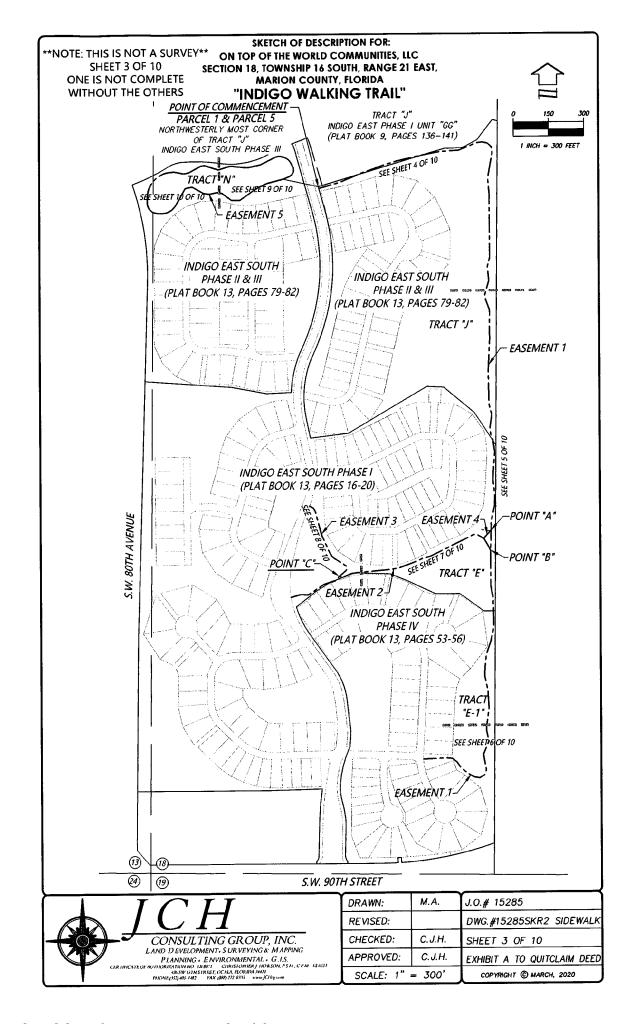
LESS AND EXCEPT:

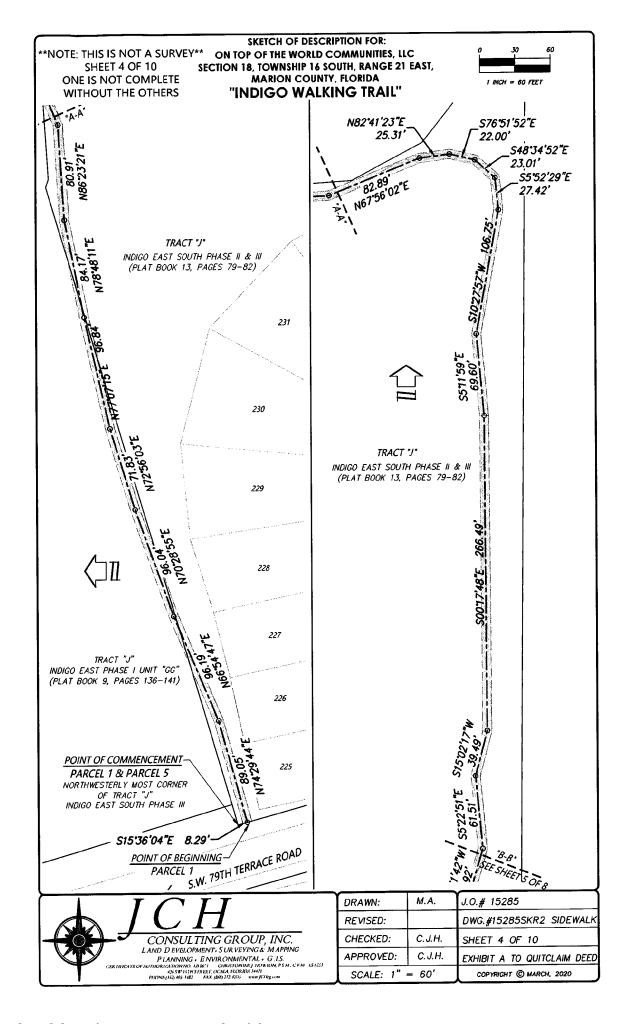
ANY PORTION LYING IN TRACT "J" OF INDIGO EAST PHASE I UNIT "GG", AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

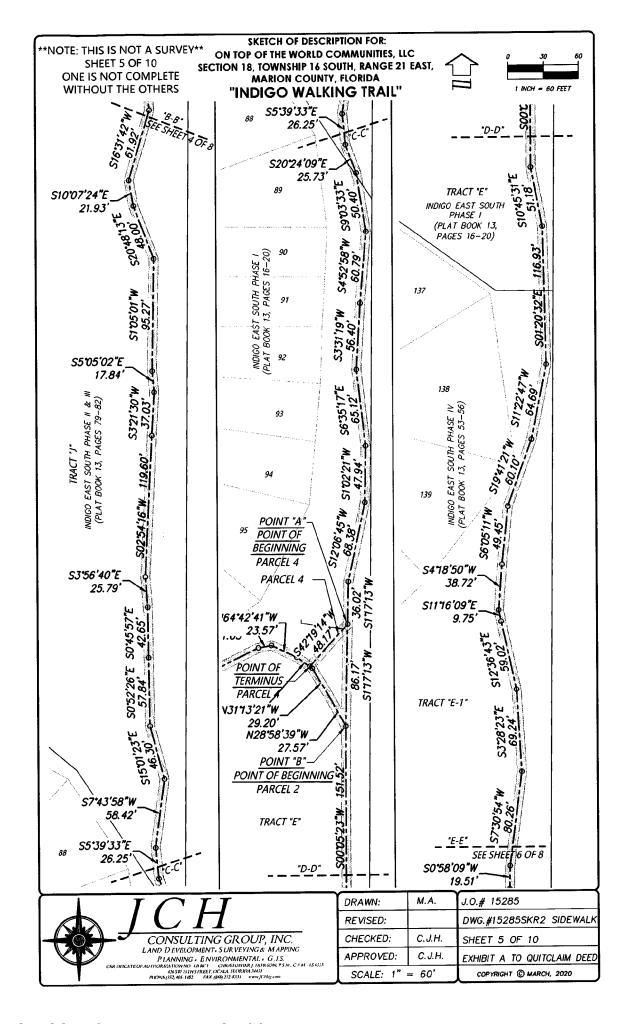
NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 10
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

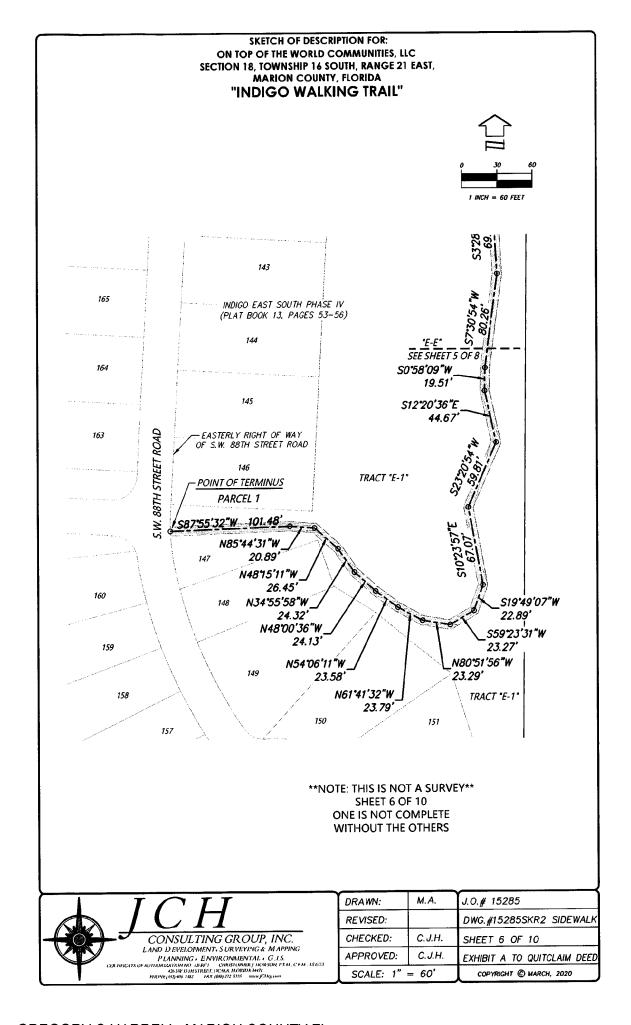


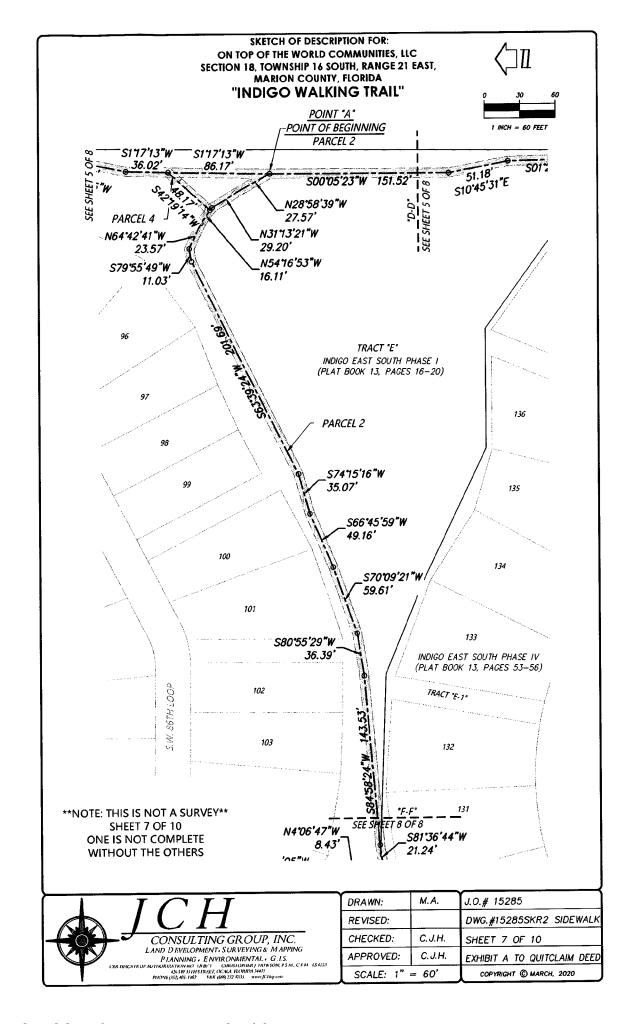
DRAWN:	M.A.	J.O.# 15285
REVISED:		DWG.#15285SKR2 SIDEWALK
CHECKED:	C.J.H.	SHEET 2 OF 10
APPROVED:	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
SCALE:		COPYRIGHT © MARCH, 2020

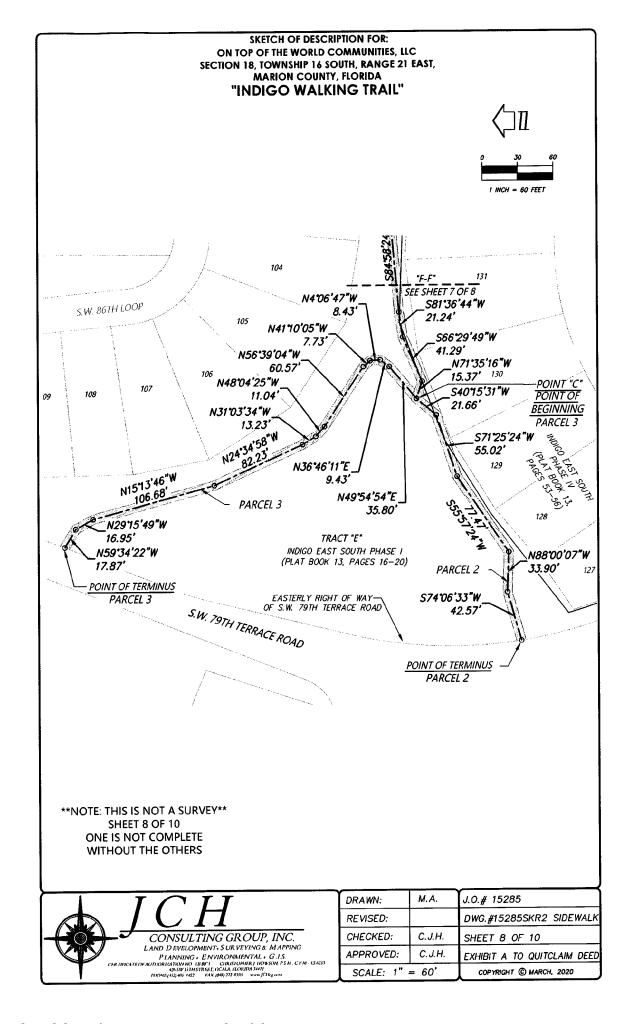


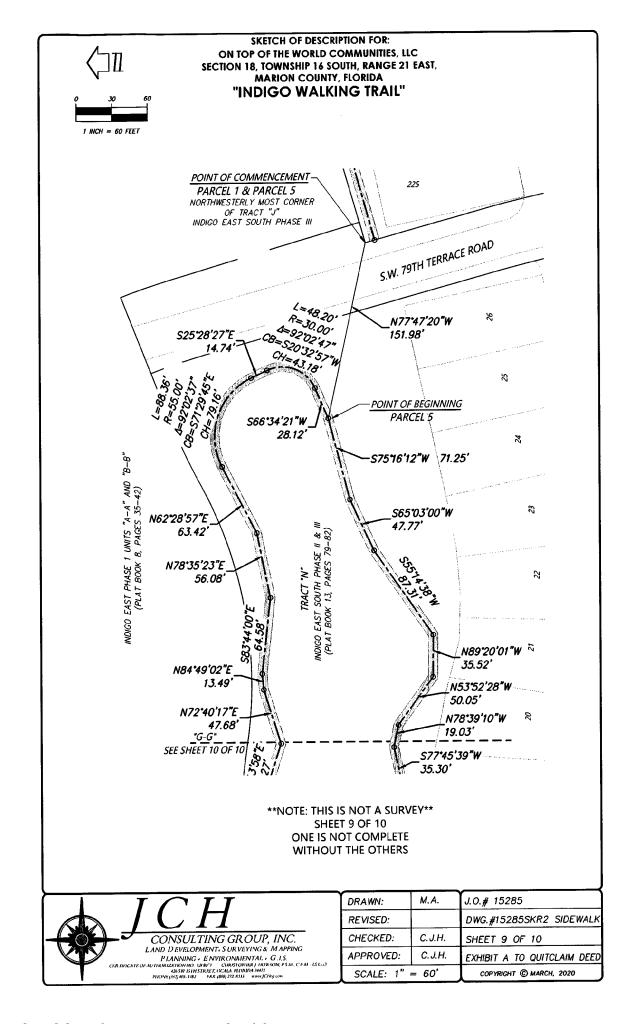


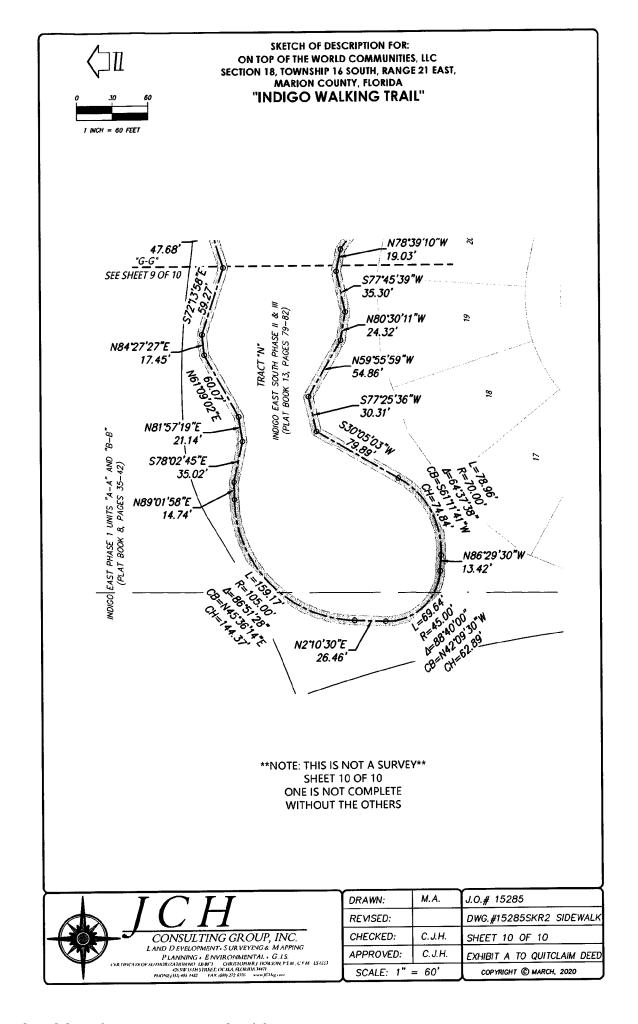












Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "D," Indigo East South Phase I, according to the plat thereof recorded in Plat Book 13, Page 16, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

1

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida firmited liability company

Name: POCh l Cocon l Title: President

STATE OF FLORIDA)

COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this had a day of marked, 2021, by Kenneth D. Colen, the President of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced as identification.

Notary Public
Print Name:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission # GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "DCM PARCEL"

DESCRIPTION:

A PORTION OF TRACT "D" OF INDIGO EAST SOUTH PHASE I AS RECORDED IN PLAT BOOK 13, PAGES 16
THROUGH 20 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY MOST CORNER OF LOT 69 OF SAID INDIGO EAST SOUTH PHASE I; THENCE S.85'16'22"E., 72.72 FEET TO THE POINT OF BEGINNING; THENCE S.71'13'03"E., 22.00 FEET; THENCE S.18'46'52"W., 5.60 FEET; THENCE S.71'13'08"E., 27.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD (VARIES PRIVATE RIGHT OF WAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 03'26'58", AND A CHORD BEARING AND DISTANCE OF S.19'44'55"W., 15.95 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.95 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE N.71'13'08"W., 27.30 FEET; THENCE S.18'46'52"W., 5.45 FEET; THENCE N.71'13'08"W., 22.00 FEET; THENCE N.71'13'08"W., 23.00 FEET; THENCE N.71'13'08"W., 24.00 FEET; THENCE N.71'13'08"W., 25.00 FEET; THENC

NOTES:

- DATE OF SKETCH: FEBRUARY 16, 2021
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'39E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

- INE BREAK

R/W RIGHT-OF-WAY

CONC. CONCRETE

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

<u> Ç</u> CENTERLINE

P.C. POINT OF CURVATURE

P.I. POINT OF INTERSECTION

L ARC LENGTH

R RADIUS

△ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE

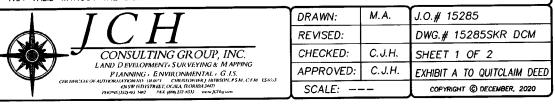
CHANGE IN DIRECTION

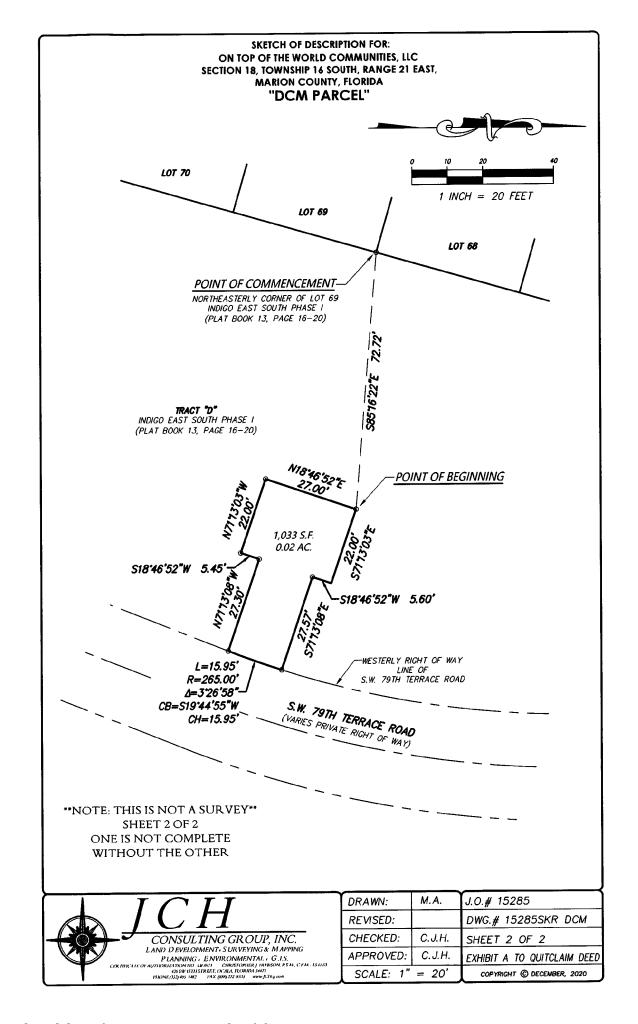
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.





Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "J," Indigo East South Phase II & III, according to the plat thereof recorded in Plat Book 13, Page 79, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company

Name: Patricia A. Soriano

By: KENNETH D. COLEN

Title: President

STATE OF FLORIDA		
COUNTY OF	MARION)

The foregoing instrument was acknowledged before me by means of	physical presence or \square
online notarization this Zal day of March, 2021, by Kenn	eth D. Colen, the President
of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liab	ility company, on behalf of
said entity. He is □ personally known to me or □ has produced	as
identification.	
	Sum
Notary Public	
Drint Name	



ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL"

DESCRIPTION:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 1.3, PAGES 79 THROUGH 82, AND TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, AND TRACT E-1 OF INDIGO EAST SOUTH PHASE IV, AS RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "J", S.15'36'04"E., 8.29 FEET TO THE POINT OF BEGINNING; THENCE N.74'29'44"E., 89.05 FEET; THENCE N.66'54'47"E., 96.19 FEET; THENCE N.70'28'55"E., 96.04 FEET; THENCE N.72'56'03"E., 71.83 FEET; THENCE N.77'07'15"E., 96.84 FEET; THENCE N.78'48'11"E., 84.17 FEET; THENCE N.86'23'21"E., 80.91 FEET; THENCE N.67'56'02"E, 82.89 FEET; THENCE N.82'41'23"E., 25.31 FEET; THENCE S.76'51'52"E., 22.00 FEET; THENCE S.48'34'52"E., 23.01 FEET; THENCE S.05'52'29"E., 27.42 FEET; THENCE S.10'27'57"W., 106.75 FEET; THENCE S.05'11'59'E., 69.60 FEET; THENCE S.00'17'48"E., 266.49 FEET; THENCE S.15'02'17"W., 39.49 FEET; THENCE S.05'22'51"E., 61.51 FEET; THENCE S.16'31'42"W., 61.92 FEET; THENCE S.10'07'24"E., 21.93 FEET; THENCE S.20'48'13"E., 48.00 FEET; THENCE S.01°05'01"W., 95.27 FEET; THENCE S.05'05'02"E., 17.84 FEET; THENCE S.03'21'30"W., 37.03 FEET; THENCE S.02'54'16"W., 119.60 FEET; THENCE S.03'56'40"E., 25.79 FEET; THENCE S.00'45'57"E., 42.65 FEET; THENCE \$.0052'26"E., 57.84 FEET; THENCE \$.15'01'23"E., 46.30 FEET; THENCE \$.07'43'58"W., 58.42 FEET; THENCE \$.05'39'33"E., 26.25 FEET; THENCE \$.20'24'09"E., 25.73 FEET; THENCE \$.09'03'33"E., 50.40 FEET; THENCE S.04'52'58"W, 60.79 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.06'35'17"E., 65.12 FEET; THENCE S.01'02'21"W., 47.94 FEET; THENCE S.12'06'45"W, 68.38 FEET; THENCE S.01'17'13"W., 36.02 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE S.01"17"13"W., 86.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B", THENCE S.00°05'23"W., 151.52 FEET; THENCE S.10'45'31"E., 51.18 FEET; THENCE S.01'20'32"E., 116.93 FEET; THENCE INENCE S.00 03 23 W., 131.32 FEET; INENCE S.10 43 31 E., 31.18 FEET; INENCE S.01 20 32 E., 110.93 FEET; INENCE S.12'22'47"W., 64.69 FEET; THENCE S.19'41'21"W., 60.10 FEET; THENCE S.06'05'11"W., 49.45 FEET; THENCE S.04'18'50"W., 38.72 FEET; THENCE S.11'36'43"E., 59.02 FEET; THENCE S.03'28'23"E., 69.24 FEET; THENCE S.07'30'54"W., 80.26 FEET; THENCE S.00'58'09"W., 19.51 FEET; THENCE S.12'20'36"E., 44.67 FEET; THENCE S.12'30'45"W., 50.21 FEET; THENCE S.12'30'45"E., 71 FEET; THENCE S.12'20'36"E., 44.67 FEET; THENCE IMENUE 5.07 50 54 W, 60.20 FEET; ITHENCE 5.00 30 59 W, 19.51 FEET; ITHENCE 5.12 20 50 E., 44.67 FEET; ITHENCE 5.23 20 54 W, 59.81 FEET; ITHENCE 5.10 23 57 E., 67.07 FEET; ITHENCE 5.59 23 31 W, 23.27 FEET; ITHENCE N.80 51 56 W, 23.29 FEET; ITHENCE N.61 41 32 W, 23.79 FEET; ITHENCE N.54 76 11 W, 23.58 FEET; ITHENCE N.48 70 36 W, 24.13 FEET; ITHENCE N.34 55 58 W, 24.32 FEET; ITHENCE N.48 15 11 W, 26.45 FEET; ITHENCE N.85 44 31 W, 20.89 FEET; ITHENCE S.87 55 32 W, 101.48 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 88 TH STREET ROAD AND THE POINT OF TERMINUS. CONTAINING 3.751 LINEAR FFFT. MORE OR LESS.

CONTINUE ...

NOTES:

- DATE OF SKETCH: FEBRUARY 16, 2016.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

-**√**/-- LINE BREAK

R/W RIGHT-OF-WAY CONC. CONCRETE LS LAND SURVEYOR

I.B LICENSED BUSINESS

NO. NUMBER

CENTERLINE Ę

P.C. POINT OF CURVATURE

POINT OF INTERSECTION P.I.

1 ARC LENGTH

RADIUS

Δ DELTA (CENTRAL ANGLE)

--- CENTERLINE OF WALKING TRAIL

СВ CHORD BEARING

CH CHORD DISTANCE

0 CHANGE IN DIRECTION

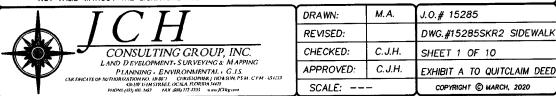
WALKING TRAIL LIMITS

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 10 ONE IS NOT COMPLETE WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL"

DESCRIPTION:

PARCEL 2:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID "POINT A", THENCE N.28'58'39"W., 27.57 FEET, N.31"3'21"W., 29.20 FEET, THENCE N.54'16'53"W., 16.11 FEET; THENCE N.64'42'41"W., 23.57 FEET; THENCE S.79'55'49"W., 11.03 FEET; THENCE S.63'39'24"W., 201.69 FEET; THENCE "W., 35.07 FEET; THENCE S.66"45"59"W., 49.16 FEET; THENCE S.70"09"21"W., 59.61 FEET; THENCE S.80"55"29"W., 36.39 FEET; THENCE S.84'58'24"W, 143.53 FEET; THENCE S.81'36'44"W, 21.24 FEET; THENCE S.66'29'49"W, 41.29 FEET; THENCE N.71'35'16"W, 15.37 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE S.40'15'31"W, 21.66 FEET; THENCE S.71'25'24"W, 55.02 FEET; THENCE S.55'57'24"W, 77.47 FEET; THENCE N.88'00'07"W, 33.90 FEET; THENCE S.74'06'33"W, 42.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 941.44 LINEAR FEET, MORE OR LESS.

PARCEL 3:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY

BEGINNING AT THE AFORESAID POINT "B"; THENCE N.49'54'54"E., 35.80 FEET; THENCE N.36'46'11"E., 9.43 FEET; THENCE N.04'06'47"W., 8.43 FEET; THENCE N.41"10'05"W., 7.73 FEET; THENCE N.56'39'04"W., 60.57 FEET; THENCE N.48'04'25"W., 11.04 FEET; THENCE N.31'03'34"W., 13.23 FEET; THENCE N.24'34'58"W., 82.23 FEET; THENCE N.15'13'46"W., 106.68 FEET; THENCE N.29'15'49"W., 16.95 FEET; THENCE N.59'34'22"W., 17.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 369.97 LINEAR FEET, MORE OR LESS.

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "A"; THENCE S.42°19'14"W., 48.17 FEET TO THE POINT OF TERMINUS. CONTAINING 48.17 LINEAR FEET, MORE OR LESS.

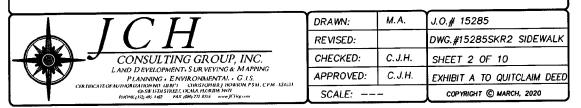
A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "N" OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

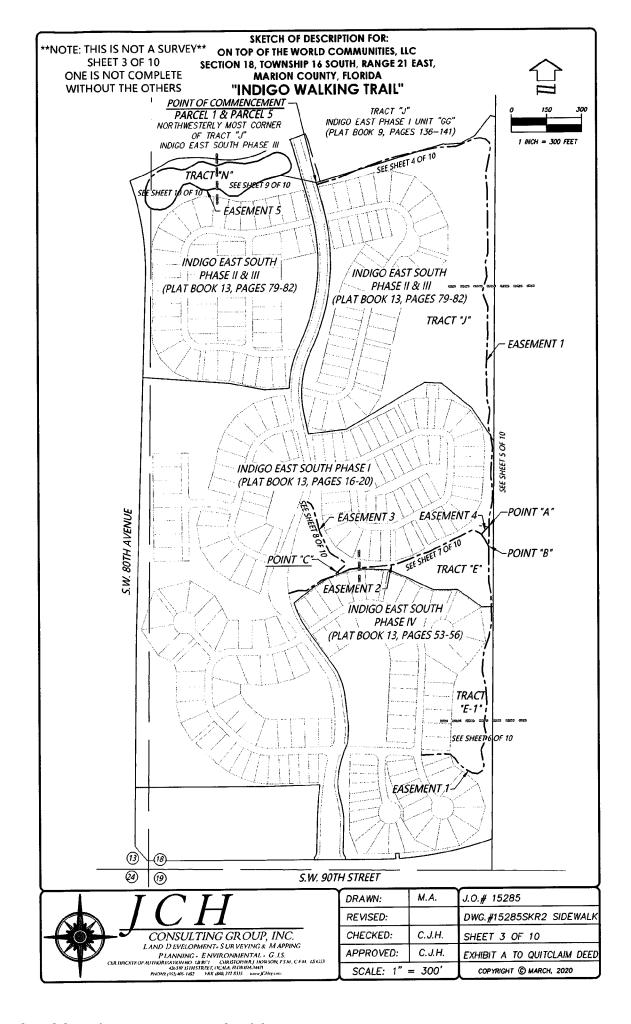
COMMENCE AT THE NORTHWESTERLY MOST CORNER OF TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE N.77'47'20"W., 151.98 FEET TO THE POINT OF BEGINNING; THENCE S.75'16'12" W., 71.25 FEET; THENCE S.65'03'00" W., 47.77 FEET; THENCE S.55'14'38" W., 87.31 FEET; THENCE N.89'20'01" W., 35.52 FEET; THENCE N.53'52'28" W., 50.05 FEET; THENCE N.78'39'10" W., 19.03 FEET; THENCE S.77'45'39" W., 35.30 FEET; THENCE N.80'30'11" W., 24.32 FEET; THENCE N.59'55'59" W., 54.86 FEET; THENCE S.77'25'36" W., 30.31 FEET; THENCE S.30'05'03" W., 79.89 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 64'37'38", AND A CHORD BEARING AND DISTANCE OF S.61'11'41" W., 74.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.96 FEET TO THE DED OF SAID; THENCE N.86'29'30" W., 13.42 FEET; TO A POINT OF CURVATURE OF A CURVE, A DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF 69.64 FEET TO A POINT OF TANGENCY; THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF CURVE, A DISTANCE OF 69.64 FEET TO A POINT OF CURVE, A DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE N.62'2'30" W., 62.89 FEET; THENCE N.68'2'3'4", AND A CHORD BEARING AND DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF CURVE, A DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE N.08'10'30" E., 26.46 FEET; TO A POINT OF CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 86'51'28", AND A CHORD BEARING AND DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE N.88'42'7'27" E., 71.45 FEET; THENCE N.88'49'02" E., 60.07 FEET; THENCE N.88'42'7'27" E., 71.45 FEET; THENCE N.88'49'02" E., 50.07 FEET; THENCE N.88'42'7'27" E., 71.45 FEET; THENCE N.88'49'02" E., 50.07 FEET; THENCE N.88'42'7'27" E., 71.45 FEET; THENCE N.88'49'02" E., 50.45 FEET; THENCE N.88'42'7'27" E., 71.45 FEET; THENCE N.88'49'02" E., 60.07 FEET; THENCE N.88'42'7'27" E., 71.45 FEET; THENCE N.82'28'27" E., 71.47 FEET; THENCE N.62'28'57" E., 63.42 FEET; TO A W., 28.12 FEET TO THE POINT OF BEGINNING. CONTAINING 1,515.60 LINEAR FEET, MORE OR LESS.

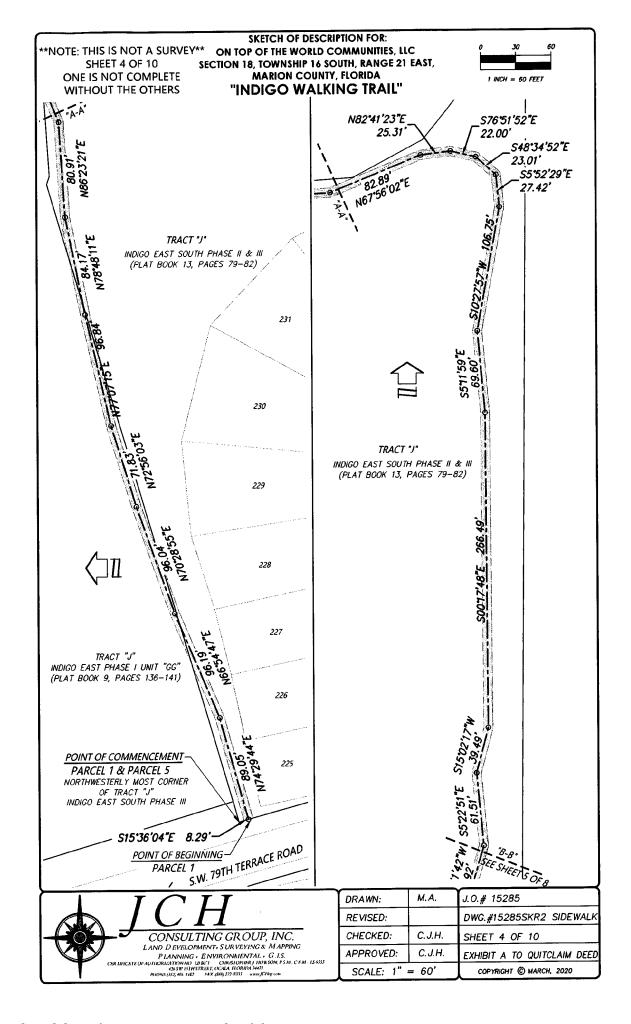
LESS AND EXCEPT:

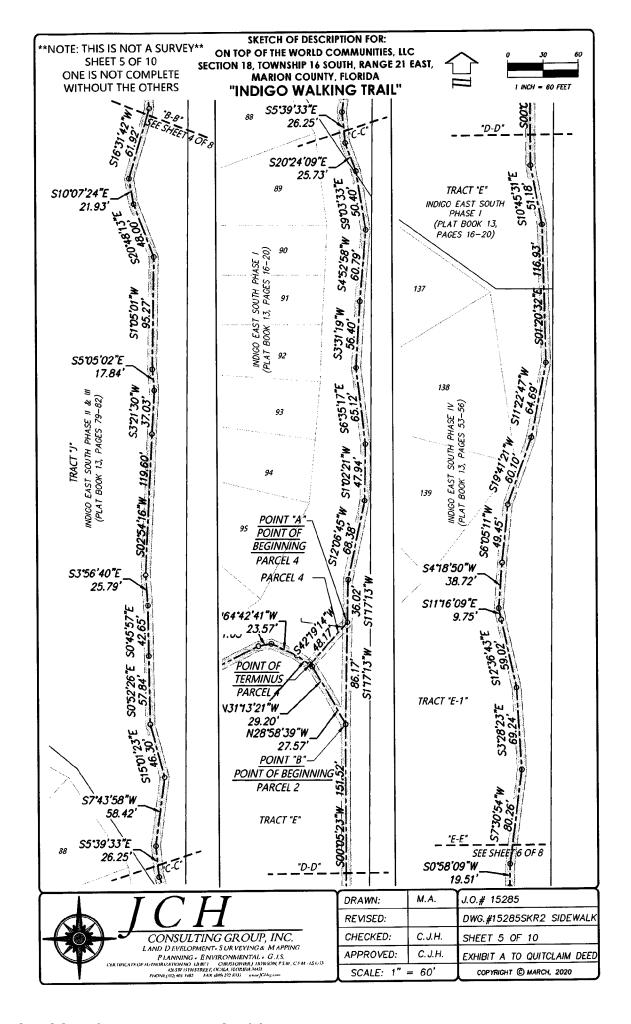
ANY PORTION LYING IN TRACT "J" OF INDIGO EAST PHASE I UNIT "GG", AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

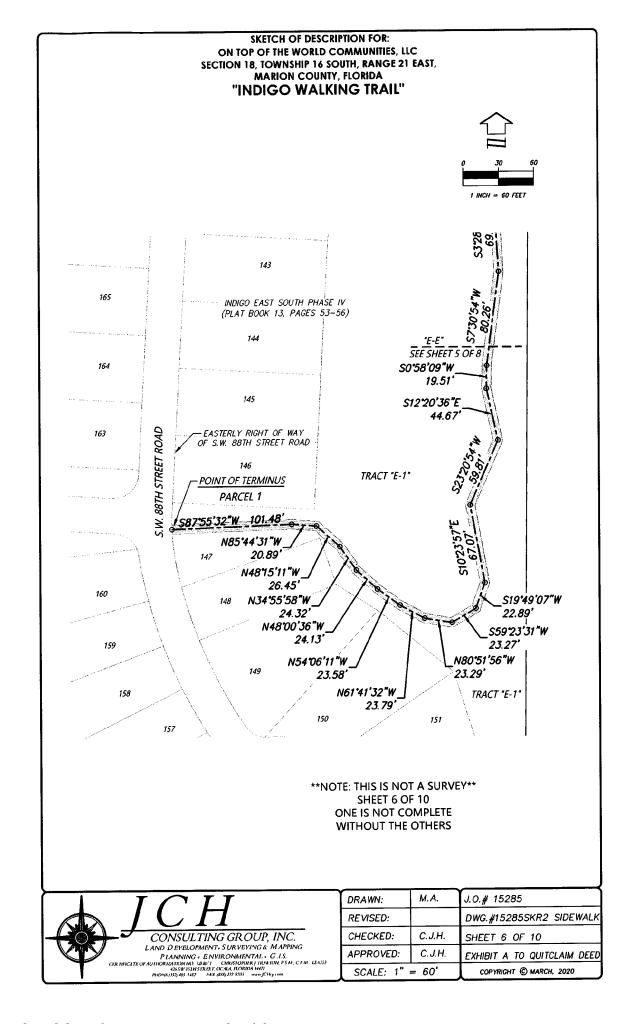
> **NOTE: THIS IS NOT A SURVEY** SHEET 2 OF 10 ONE IS NOT COMPLETE WITHOUT THE OTHERS

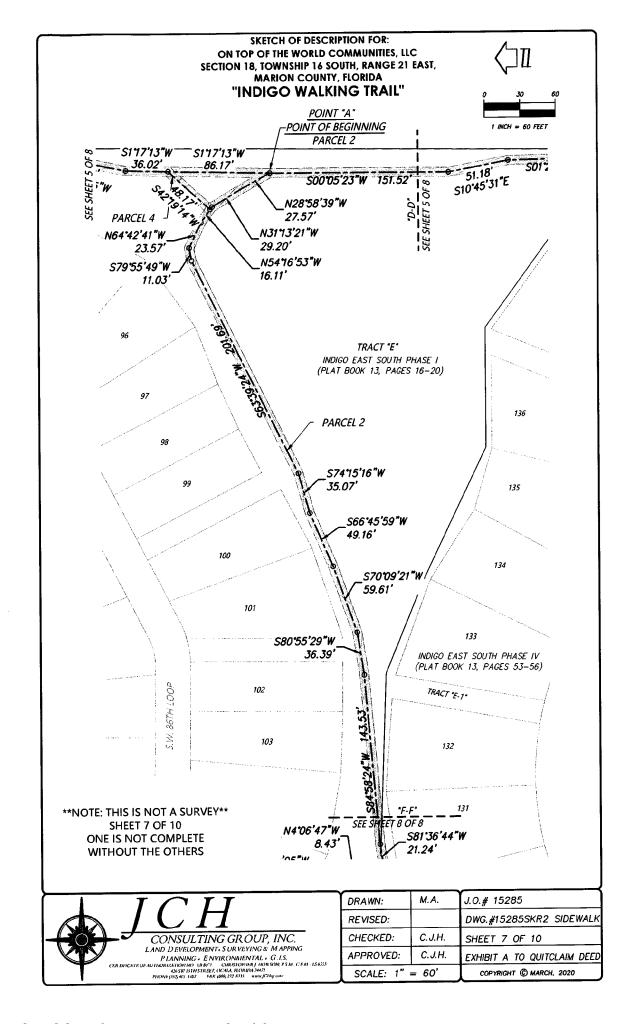


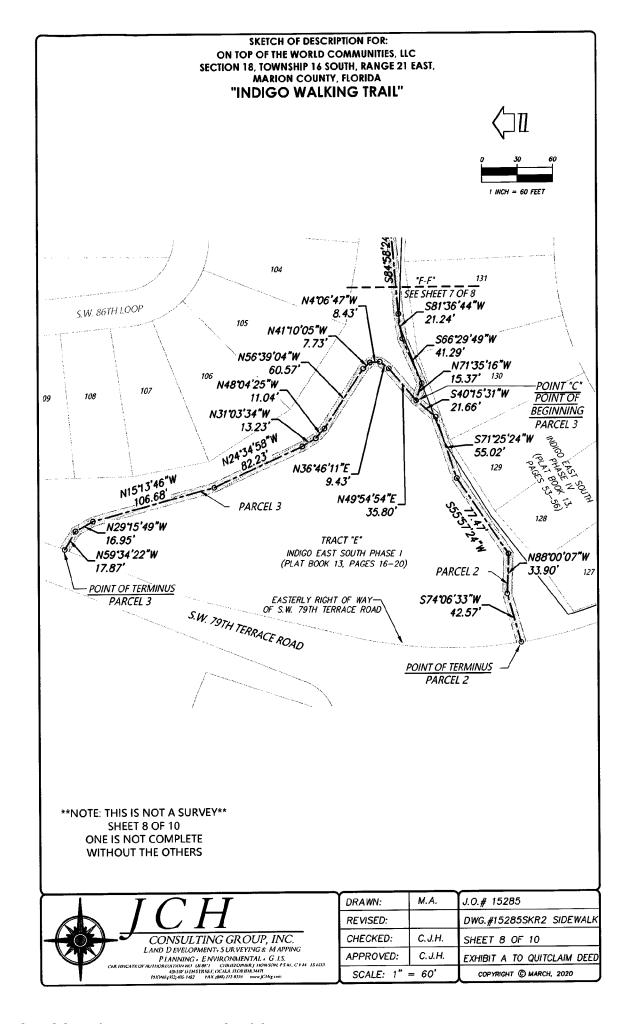


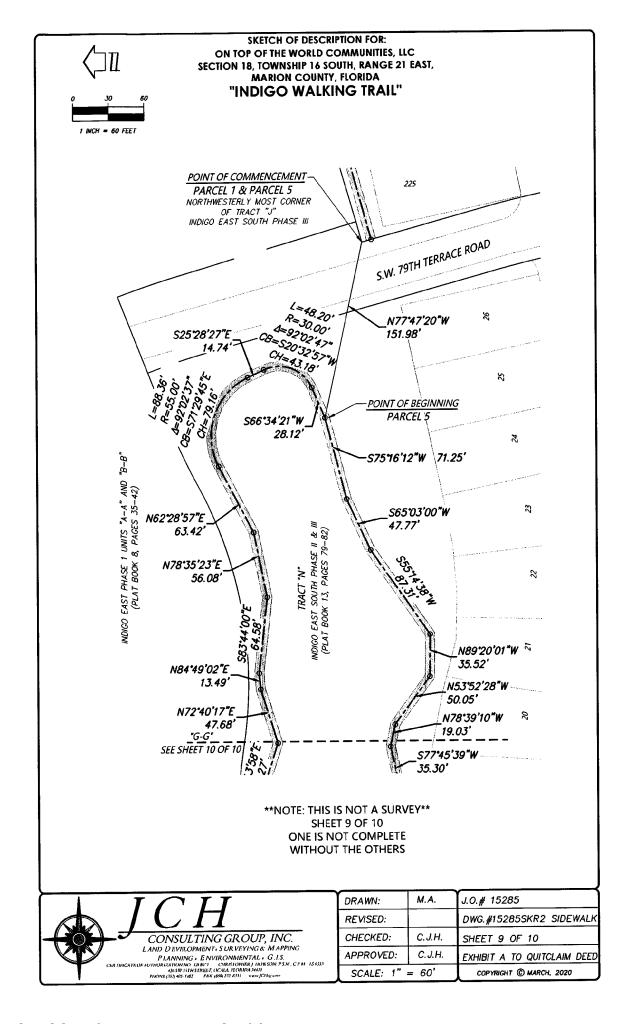


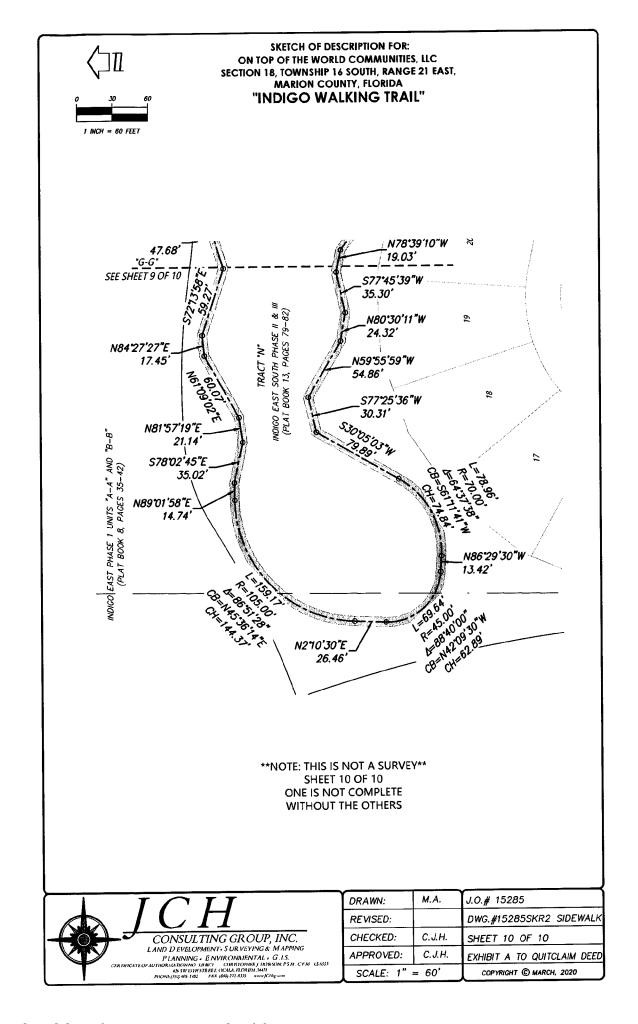












Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "G," Indigo East Phase I Unit "GG," according to the plat thereof recorded in Plat Book 9, Page 136, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of: Salara Fatricia A. Soriano	GRANTOR: ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited hability company By:
Name: Bachel Wagoner	KENNETH D. COLEN Title: President
STATE OF FLORIDA) COUNTY OF MARIO)	
online notarization this Znd day of March	ed before me by means of physical presence or, 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of has produced as
	Za Ra-
	Notary Public
	Print Name:
	My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price:

\$10.00

Documentary Stamps:

\$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF**THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES,

Name: Patricia A. Soriano

By:

KENNETH D. COLEN

Title: President

STATE OF FLORIDA)

COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this <u>Zool</u> day of <u>March</u>, 2022, by Kenneth D. Colen, the President of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of said entity. He is personally known to me or \square has produced <u>as identification</u>.

Notary Public
Print Name:
My Commission Expires:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission # GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL"

DESCRIPTION:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, AND TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, AND TRACT E-1 OF INDIGO EAST SOUTH PHASE IV, AS RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "J". S.1536'04"E., 8.29 FEET TO THE POINT OF BEGINNING; THENCE N.74'29'44"E., 89.05 FEET; THENCE N.66'54'47"E., 96.19 FEET; THENCE N.70'28'55"E., 96.04 FEET; THENCE N.72'56'03"E., 71.83 FEET; THENCE N.77'07'15"E., 96.84 FEET; THENCE N.78'48'11"E., 84.17 FEET; THENCE N.86'23'21"E., 80.91 FEET; THENCE N.67'56'02"E., 82.89 FEET; THENCE N.82'41'23"E., 25.31 FEET; THENCE S.76'51'52"E., 22.00 FEET; THENCE S.48'34'52"E., 23.01 FEET; THENCE S.05'52'29"E., 27.42 FEET; THENCE S.10'27'57"W., 106.75 FEET; THENCE S.05'11'59"E., 69.60 FEET; THENCE S.00'17'48"E., 266.49 FEET; THENCE S.15'02'17"W., 39.49 FEET; THENCE S.05.22'51"E., 61.51 FEET; THENCE S.16'31'42"W., 61.92 FEET; THENCE S.10'07'24"E., 21.93 FEET; THENCE S.20'48'13"E., 48.00 FEET; THENCE S.01'05'01"W., 95.27 FEET; THENCE S.05'05'02"E., 17.84 FEET; THENCE S.03'21'30"W., 37.03 FEET; THENCE S.02'54'16"W., 119.60 FEET; THENCE S.03'56'40"E., 25.79 FEET; THENCE S.00'45'57"E., 42.65 FEET; THENCE S.00°52'26"E., 57.84 FEET; THENCE S.15'01'23"E., 46.30 FEET; THENCE S.07'43'58"W., 58.42 FEET; THENCE S.05'39'33"E., 26.25 FEET; THENCE S.20'24'09"E., 25.73 FEET; THENCE S.09'03'33"E., 50.40 FEET; THENCE S.04'52'58"W., 60.79 FEET; THENCE S.03'31'19"W., 56.40 FEET; THENCE S.06'35'17"E., 65.12 FEET; THENCE S.01'02'21"W., 47.94 FEET; THENCE S.12'06'45"W., 68.38 FEET; THENCE S.01'17'13"W., 36.02 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE S.01"17"13"W., 86.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE S.0730'54"W, 80.26 FEET; THENCE S.01378'0 \$1.00 FEET; THENCE S.0120'32"E., 16.93 FEET; THENCE S.0120'32"E.

THENCE S.0730'54"W, 80.26 FEET; THENCE S.058'09"W, 19.51 FEET; THENCE S.0730'54"W, 49.45 FEET; THENCE S.0730'54"W, 80.26 FEET; THENCE S.0730'54"W, 80.26 FEET; THENCE S.0730'80"W, 19.51 FEET; THENCE S.0730'54"W, 80.26 FEET; THENCE S.0730'54"W, 80.27 FEET; THENCE S.073 INENUE 5.07 50 54 W., 60.20 FEET; THENCE 5.00'30'50'W., 19.31 FEET; THENCE 5.12'20'56"W., 22.89 FEET; THENCE 5.23'20'54"W., 59.81 FEET; THENCE N.80'51'56"W., 23.29 FEET; THENCE N.61'41'32"W., 23.79 FEET; THENCE N.80'51'56"W., 23.29 FEET; THENCE N.61'41'32"W., 23.79 FEET; THENCE N.54'06'11"W., 23.58 FEET; THENCE N.48'00'36"W., 24.13 FEET; THENCE N.34'55'58"W., 24.32 FEET; THENCE N.48'15'11"W., 26.45 FEET; THENCE N.85'44'31"W., 20.89 FEET; THENCE S.87'55'32"W., 101.48 FEET TO A POINT ON THE EASTERLY RIGHT OF SW. 88TH STREET ROAD AND THE POINT OF TERMINUS. CONTAINING 3,751 LINEAR FEET TO BE SONT OF THE POINT OF TERMINUS.

CONTINUE ...

NOTES:

DATE OF SKETCH: FEBRUARY 16, 2016.

- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS
 PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

____LINE BREAK

R/W RIGHT-OF-WAY CONC. CONCRETE LAND SURVEYOR LS

LB LICENSED BUSINESS

NO. NUMBER CENTERLINE

P.C. POINT OF CURVATURE P.I. POINT OF INTERSECTION

ARC LENGTH 1 R

RADIUS DELTA (CENTRAL ANGLE)

CBCHORD BEARING CHORD DISTANCE СН O CHANGE IN DIRECTION CENTERLINE OF WALKING TRAIL

WALKING TRAIL LIMITS

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 10 ONE IS NOT COMPLETE WITHOUT THE OTHERS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

> CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



1	DRAWN:	M.A.	J.O.# 15285
	REVISED:		DWG.#15285SKR2 SIDEWALK
	CHECKED:	C.J.H.	SHEET 1 OF 10
	APPROVED: C.	C.J.H.	EXHIBIT A TO QUITCLAIM DEED
	SCALE:		COPYRIGHT © MARCH, 2020

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

DESCRIPTION:

PARCEL 2:

"INDIGO WALKING TRAIL"

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID "POINT A"; THENCE N.28'58'39"W., 27.57 FEET; N.31'13'21"W., 29.20 FEET; THENCE N.54'16'53"W., 16.11 FEET; THENCE N.64'42'41"W., 23.57 FEET; THENCE S.79'55'49"W., 11.03 FEET; THENCE S.63'39'24"W., 201.69 FEET; THENCE S.74'15'16"W., 35.07 FEET; THENCE S.66'45'59"W., 49.16 FEET; THENCE S.70'09'21"W., 59.61 FEET; THENCE S.80'55'29"W., 36.39 FEET; THENCE S.84'58'24"W., 143.53 FEET; THENCE S.81'36'44"W., 21.24 FEET; THENCE S.66'29'49"W., 41.29 FEET; THENCE N.71'35'16"W., 15.37 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE S.40'15'31"W., 21.66 FEET; THENCE S.71'25'24"W., 55.02 FEET; THENCE S.55'57'24"W., 77.47 FEET; THENCE N.88'00'07"W., 33.90 FEET; THENCE S.74'06'33"W., 42.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 941.44 LINEAR FEET, MORE OR LESS.

PARCEL 3:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "B"; THENCE N.49°54'54"E., 35.80 FEET; THENCE N.36°46'11"E., 9.43 FEET; THENCE N.04°06'47"W., 8.43 FEET; THENCE N.41°10'05"W., 7.73 FEET; THENCE N.56°39'04"W., 60.57 FEET; THENCE N.48°04'25"W., 11.04 FEET; THENCE N.31°03'34"W., 13.23 FEET; THENCE N.24°34'58"W., 82.23 FEET; THENCE N.15°13'46"W., 106.68 FEET; THENCE N.29°15'49"W., 16.95 FEET; THENCE N.59°34'22"W., 17.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD AND THE POINT OF TERMINUS. CONTAINING 369.97 LINEAR FEET, MORE OR LESS.

PARCEL 4

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "E" OF INDIGO EAST SOUTH PHASE I, AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "A"; THENCE S.42"19'14"W., 48.17 FEET TO THE POINT OF TERMINUS. CONTAINING 48.17 LINEAR FEET, MORE OR LESS.

PARCEL 5:

A STRIP OF LAND 8.00 FEET IN WIDTH, LYING 4.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN TRACT "N" OF INDIGO EAST SOUTH PHASE II & III, AS RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

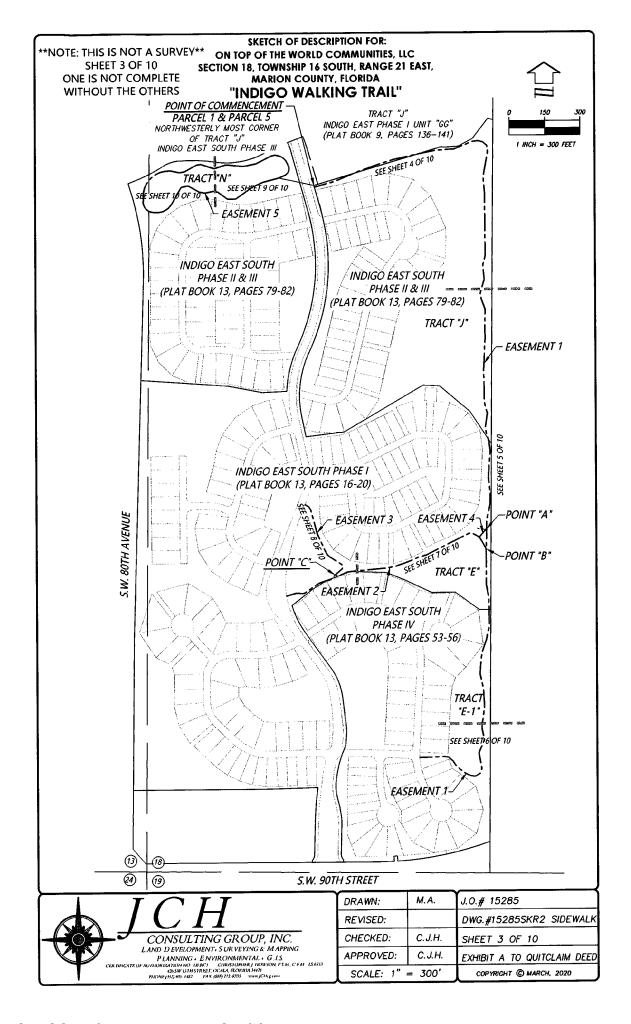
COMMENCE AT THE NORTHWESTERLY MOST CORNER OF TRACT "J" OF INDIGO EAST SOUTH PHASE II & III; THENCE N.77'47'20"W., 15.198 FEET TO THE POINT OF BEGINNING; THENCE S.75'16'12" W., 71.25 FEET; THENCE S.65'03'00" W., 47.77 FEET; THENCE S.55'14'38" W., 87.31 FEET; THENCE N.89'20'01" W., 35.52 FEET; THENCE N.53'52'28" W., 50.05 FEET; THENCE N.78'39'10" W., 19.03 FEET; THENCE S.77'45'39" W., 35.30 FEET; THENCE N.80'30'11" W., 24.32 FEET; THENCE N.59'55'59" W., 54.86 FEET; THENCE S.77'25'36" W., 30.31 FEET; THENCE S.30'05'03" W., 79.89 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 64'37'38", AND A CHORD BEARING AND DISTANCE OF S.61'11'41" W., 74.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.96 FEET TO THE END OF SAID; THENCE N.86'29'30" W., 13.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 88'40'00", AND A CHORD BEARING AND DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF N.42'09'30" W., 62.89 FEET; THENCE N.02'10'30" E., 26.46 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 86'51'28", AND A CHORD BEARING AND DISTANCE OF N.45'36'14" E., 144.37 FEET; THENCE N.0R'THEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 159.17 FEET TO A POINT OF TANGENCY; THENCE N.0R'THEASTERLY ALONG THE SEET; THENCE N.61'09'02" E., 60.07 FEET; THENCE N.84'27'27" E., 17.45 FEET; THENCE N.61'09'02" E., 60.07 FEET; THENCE N.84'27'27" E., 17.45 FEET; THENCE N.61'09'02" E., 63.42 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF

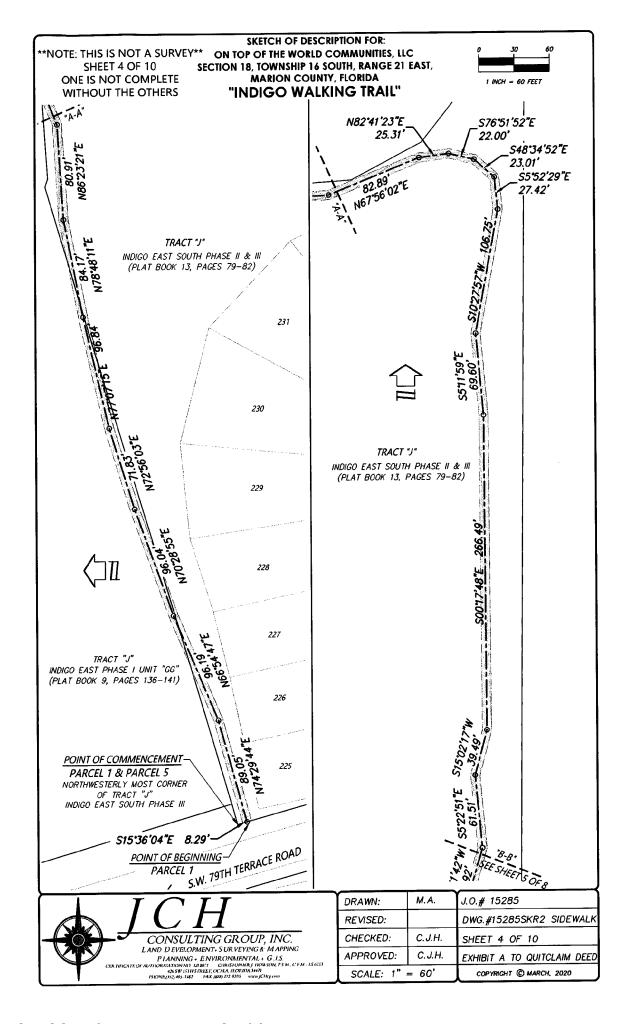
LESS AND EXCEPT:

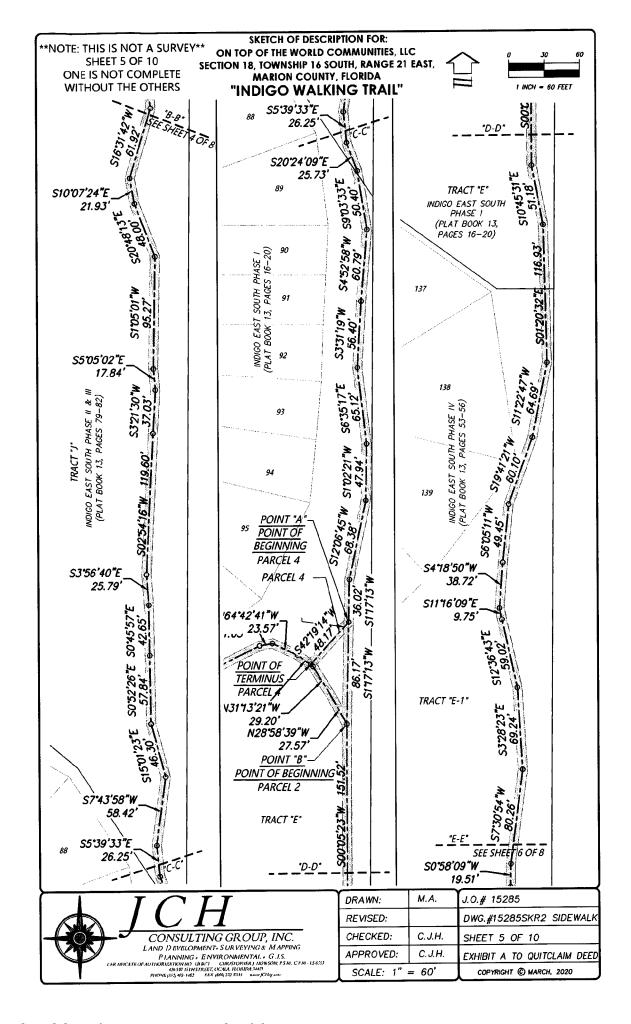
ANY PORTION LYING IN TRACT "J" OF INDIGO EAST PHASE I UNIT "GG", AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

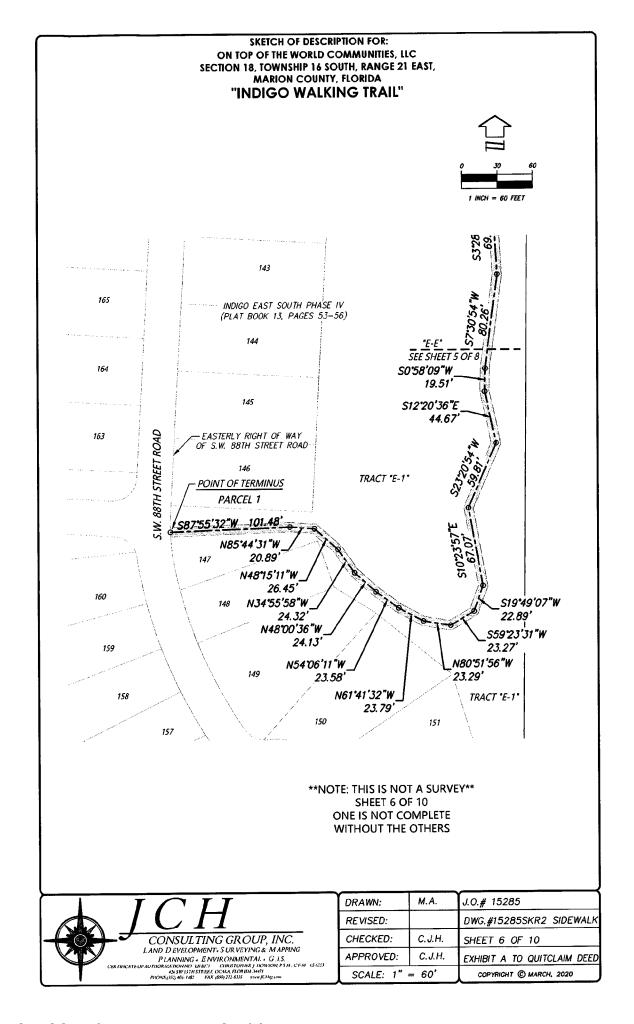
NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 10
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

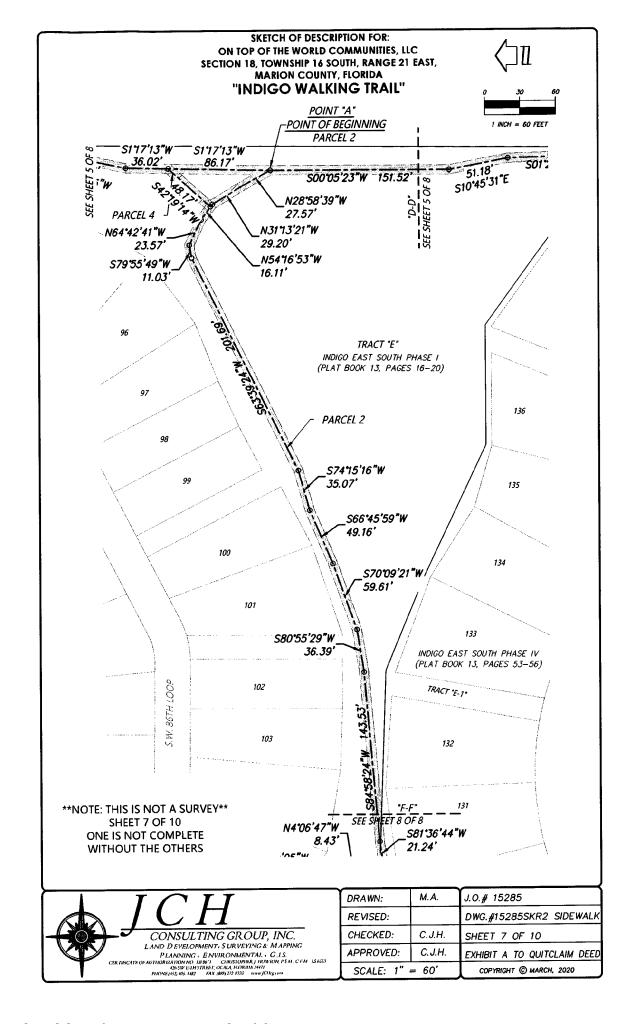


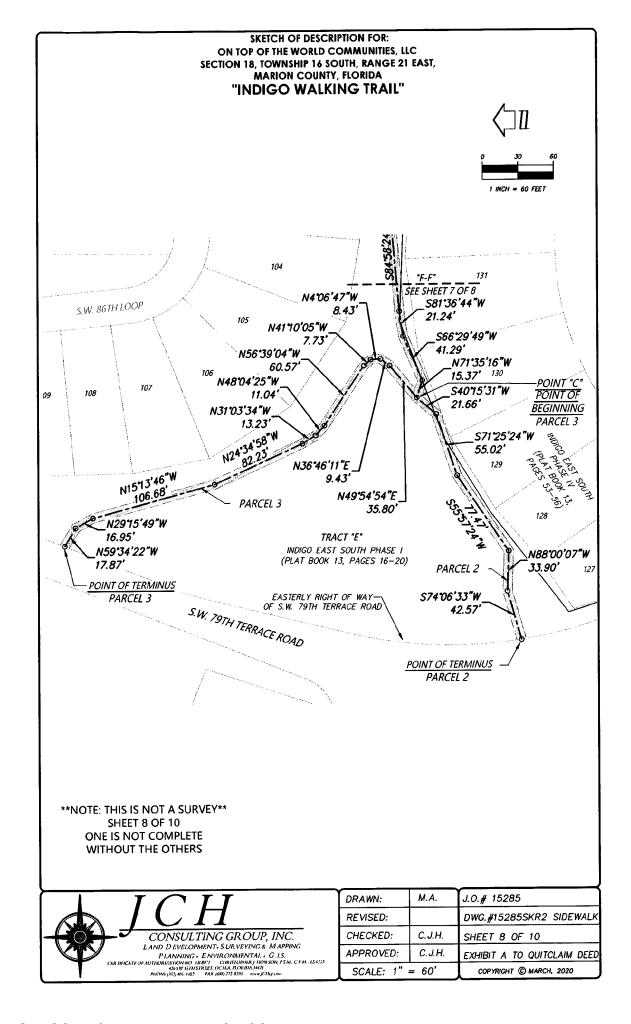


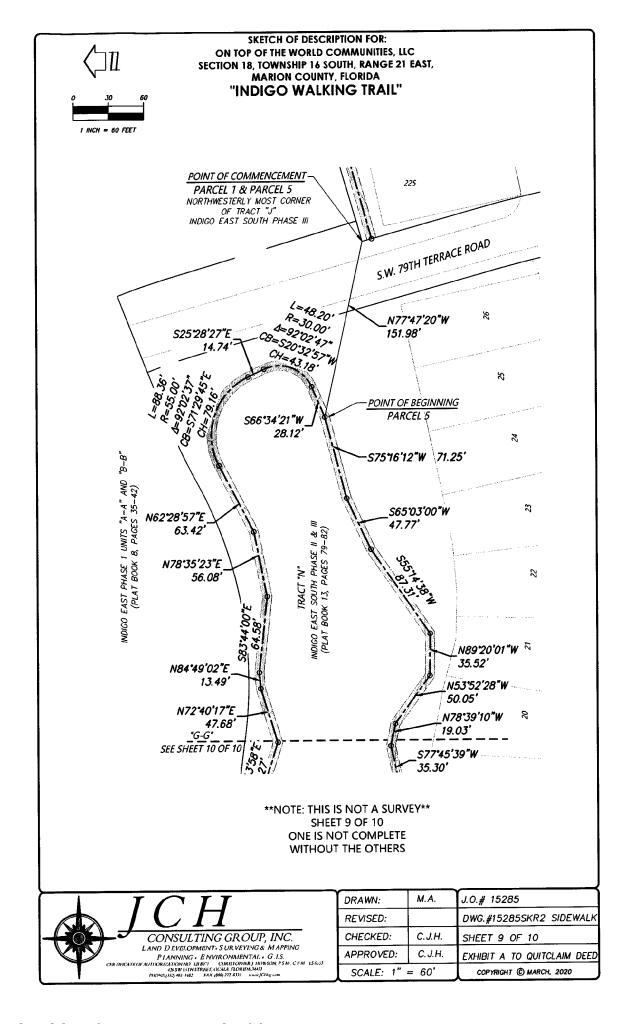


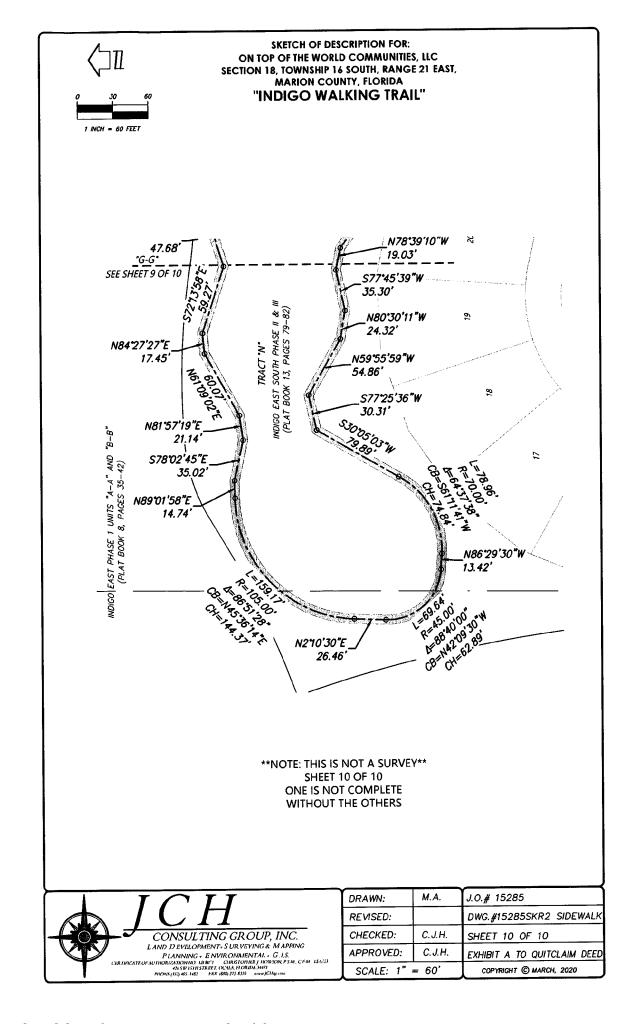












Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("**Property**"), to wit:

Tract "F," Indigo East South Phase I, according to the plat thereof recorded in Plat Book 13, Page 16, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

,	
Signed, sealed and delivered	GRANTOR :
in the presence of:	
7 pa	ON TOP OF THE WORLD COMMUNITIES,
Arbona Borano	L.L.C., a Florida limited liability company
Name: Patricia A. Soriano	/// All c
Name:	
	By: KENNETH D. COLEN
	Title: President
Name: Kachel Wagoner	Title: President
STATE OF FLORIDA)	
STATE OF PLORIDA)	
COUNTY OF MARION)	
COUNTY OF THE PROPERTY OF	
The foregoing instrument was acknowledge	ed before me by means of physical presence or \square
online noterization this 2 and day of Market	2022 by Kenneth D. Colen, the President
of ON TOP OF THE WORLD COMMUNITIES. L.	, 2022, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of
said entity. He is personally known to me or \Box l	
identification.	las produced
identification.	
	X hu OSenian
	Notary Public
	Print Name:
	My Commission Expires:
	PATRICIA A. SORIANO
	Notary Public - State of Florida Commission # GG 350851
	Law Comm Expires Oct 11, 2023
	Bonded through National Notary Assn.

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price:
Documentary Stamps:

\$10.00 \$.70

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed"), made this 2nd day of March, 2022, from ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "Grantor"), to CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company

Name: Patricia A. Soriano

Wame: Pachel Oug of the Title: President

STATE OF FLORIDA

COUNTY OF MARION

()

Notary Public
Print Name:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission # GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

Exhibit A

Tract "L-1," Indigo East Phase I Units "A-A" and "B-B," according to the plat thereof recorded in Plat Book 8, Page 35, of the Public Records of Marion County, Florida.

NO FURTHER ENTRIES THIS PAGE, EXHIBIT A CONTINUES ON NEXT PAGE

SKETCH OF DESCRIPTION FOR:

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST,

MARION COUNTY, FLORIDA

"INDIGO EAST PHASE 1 UNITS A-A AND B-B" **TRACT L-2**

DESCRIPTION:

A PORTION OF TRACT L-2 OF INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF TRACT L-2 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET AND BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88'02'19", AND A CHORD BEARING AND DISTANCE OF N.69'09'44"W., 34.75 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, ALONG THE EASTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE, A DISTANCE OF 38.41 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE RIGHT OF WAY LINE OF S.W. BOTH AVENUE, A DISTANCE OF 38.47 TO A FOOT OF NET TO A FOOT OF CHARLE SHAPE AND DISTANCE OF SOUTHWESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL AND GET OF SAID CURVE AND EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 173.75 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.33'37'48"W., A DISTANCE OF 359.99 FEET TO A POINT OF CURVATURE WITH A CURVE, THE SAID CURVE OF SAID CURVE OF SAID CURVE OF SAID CURVE. CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1073.00 FEET, A CENTRAL ANGLE OF 22'08'19", AND A CHORD BEARING AND DISTANCE OF N.22'31'43"W., 412.03 FEET; (2) THENCE OF NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 414.60 FEET TO THE END OF SAID CURVE; THENCE (3) N.11'30'48"W., A DISTANCE OF 1065.60 FEET TO A POINT A DISTANCE OF 414.60 FEET TO THE END OF SAID CURVE; THENCE (3) N.TT 30.48 W., A DISTANCE OF 1003.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'02'26', AND A CHORD BEARING AND DISTANCE OF N.33'30'25"E., 35.37 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET THE STREET, A DISTANCE OF 39.29 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET THE STREET, A DISTANCE OF 39.29 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET THE FOLLOWING SEVEN (7) COURSES: (1) N.78'31'38"E., A DISTANCE OF 38.41 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3039.00 FEET, A CENTRAL ANGLE OF 02'20'05", AND A CHORD BEARING AND DISTANCE OF N.77'21'36"E., 123.82 FEET; (2) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 123.83 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2985.00 FEET, A CENTRAL ANGLE OF 02'20'05", AND A CHORD BEARING AND DISTANCE OF N.77'21'36"E., 121.62 FEET; (3) THENCE ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 121.63 FEET TO A POINT OF TANGENCY; THENCE (4) N.78'31'38"E., A DISTANCE OF 111.15 FEET TO A POINT OF CURVATURE OF A CENTRAL ANGLE OF 09'26'43", AND A CHORD BEARING AND DISTANCE OF N.73'48'16"E., 98.80 FEET; (5) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE A DISTANCE OF N.73'48'16"E., 98.80 FEET; (5) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE A DISTANCE OF N.73'48'16"E., 98.80 FEET; (5) THENCE (6) N.84'43'00"E A ANGLE OF 04 94, AND RIGHT OF WAY LINE, A DISTANCE OF 98.91 FEET TO THE END OF SAID CURVE; THENCE (6) N.84'43'02"E., A
DISTANCE OF 3.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 601.00 FEET, A CENTRAL DISTANCE OF 3.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 601.00 FEET, A CENTRAL ANGLE OF 06'07'27", AND A CHORD BEARING AND DISTANCE OF N.65'40'48"E., 64.21 FEET; (7) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 64.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.08"43"22"E., A DISTANCE OF 69.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.08"43"22"E., A DISTANCE OF 20.98 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT L-2 OF SAID PLAT; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF TRACT L-2 OF SAID PLAT THE FOLLOWING NINE (9) COURSES: (1) S.68"54'26"W., A DISTANCE OF 66.17 FEET; (2) THENCE S.78"31"38"W., A DISTANCE OF 350.12 FEET; (3) THENCE S.49"01"38"W., A DISTANCE OF 58.93 FEET; (4) THENCE S.30"1'38"W., A DISTANCE OF 61.58 FEET; (5) THENCE S.11"01"38"W., A DISTANCE OF 68.23 FEET; (6) THENCE S.11"30"48"E., A DISTANCE OF 947.45 FEET TO A POINT OF CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1023.00 FEET, A CENTRAL ANGLE OF 22"08"19", AND A CHORD BEARING AND DISTANCE OF S.22"31"43"E., 392.83 FEET; (7) THENCE S.33"37"48"E., 359.96 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1223.00 FEET, A CENTRAL ANGLE OF 09"43"14", AND A CHORD BEARING AND DISTANCE OF S.28"46"11"E., 207.24 FEET; (9) THENCE S.00 FEET, A CENTRAL ANGLE OF 09"43"14", AND A CHORD BEARING AND DISTANCE OF S.28"46"11"E., 207.24 FEET; (9) THENCE S.31"37"48"E., 359.96 FEET TO A POINT ON AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 09"43"14", AND A CHORD BEARING AND DISTANCE OF S.W. 84TH STREET, SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 02"02"57", AND A CHORD BEARING AND DISTANCE OF 25.61 FEET TO THE POINT OF BEGINNING CONTAINING 113,777 SOUARE FEET OR 2.61 ACRES, MORE OR LESS.

NOTE:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 4

ONE IS NOT COMPLETE WITHOUT THE OTHERS

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS

THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO

LEGEND:

SQUARE FEET SQ. FT. **ACRES** LAND SURVEYOR LICENSED BUSINESS

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE)

CBCHORD BEARING CH

CHORD DISTANCE CHANGE IN DIRECTION CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553

OF JCH CONSULTING GROUP, INC.

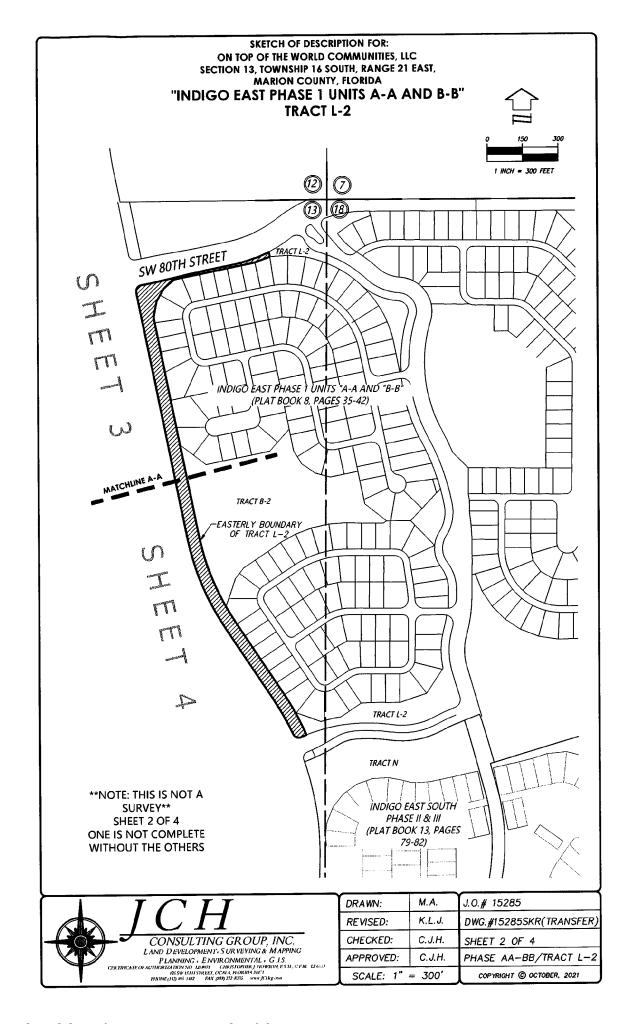
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

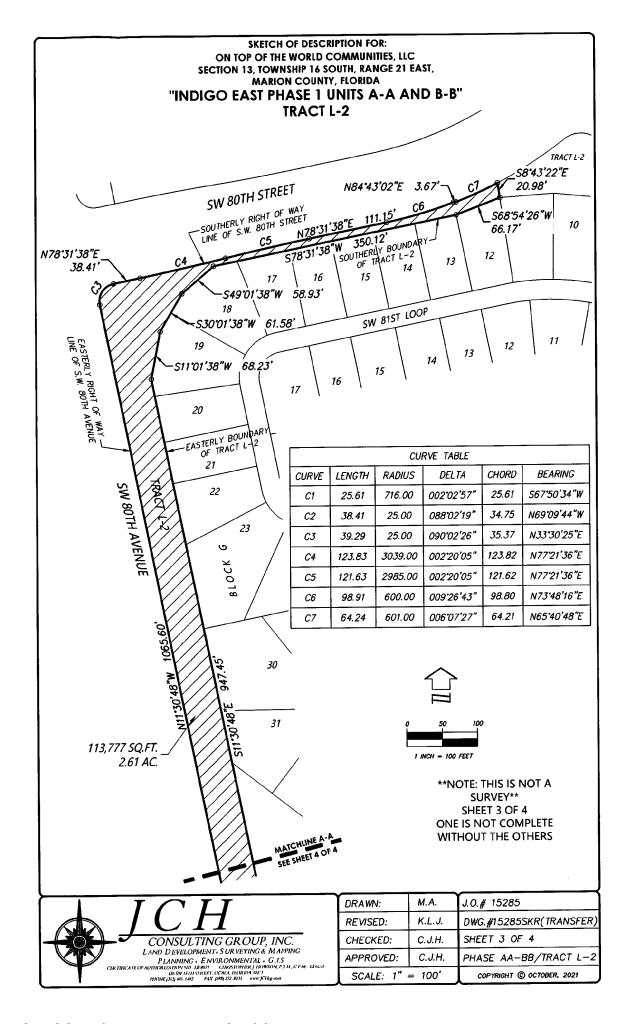
SURVEYOR'S CERTIFICATION:

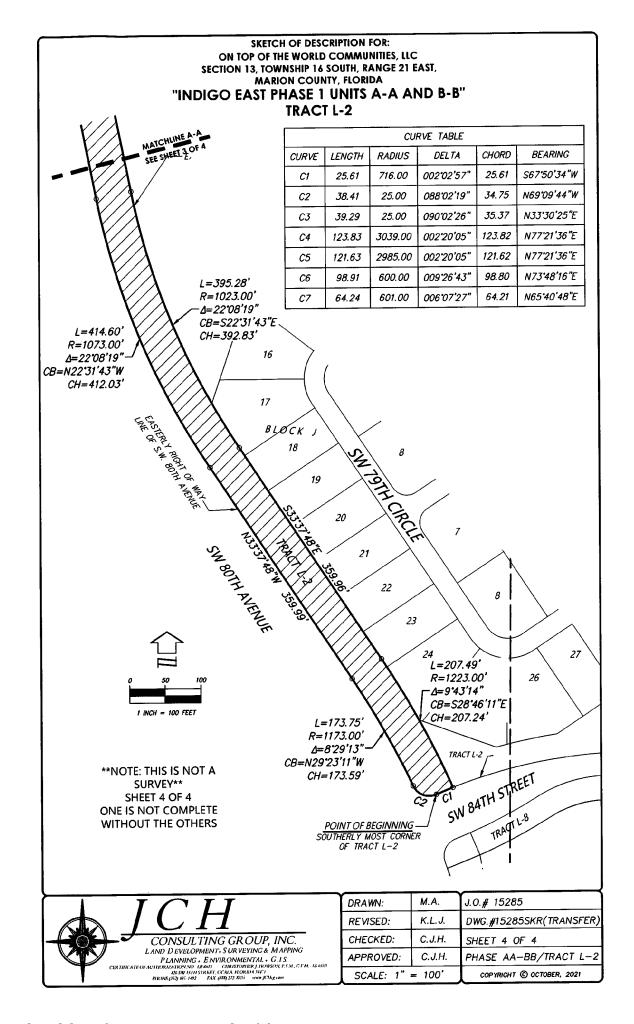
SECTION 472.027, FLORIDA STATUTES.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	SHEET 1 OF 4
APPROVED:	C.J.H.	PHASE AA-BB/TRACT L-2
SCALE: 1" = 300'		COPYRIGHT © OCTOBER, 2021







SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO EAST PHASE 1 UNITS A-A AND B-B" TRACT L-8

DESCRIPTION:

A PORTION OF TRACT L-8 OF INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF TRACT L-8 OF SAID PLAT, SAID POINT OF BEGINNING BEING ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE AND A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 00'28'54", AND A CHORD BEARING AND DISTANCE OF N.19'12'46"W. 9.86 FEET, THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 9.86 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88'02'19", AND A CHORD BEARING AND DISTANCE OF N.24'32'56"E., 34.75 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, BEING THE SOUTHERLY RIGHT OF WAY LINE OF S.W. BETH STREET, A DISTANCE OF 38.41 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 01'52'55", AND A CHORD BEARING AND DISTANCE OF METTS OF 23.52 FEET. THENCE FASTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY DISTANCE OF N.67'36'50"E. 23.52 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 23.52 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.23'19'37"E., A DISTANCE OF 34.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT L—8 OF SAID PLAT, SAID 5.23 19 37 E., A UISTANCE OF 34.00 FEET TO A POINT ON THE SOUTHERT BUDWART OF TRACT L-8 OF SAID FLAT, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 015345", AND A CHORD BEARING AND DISTANCE OF 58737'14"W., 24.81 FEET: THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 24.81 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY, S.68'34'06"W., A DISTANCE OF 25.19 FEET TO THE POINT OF BEGINNING. CONTAINING 1,536 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

SQ. FT. SQUARE FEET

ACRES

LAND SURVEYOR LS LICENSED BUSINESS LB

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE)

СВ CHORD BEARING CHORD DISTANCE

CH CHANGE IN DIRECTION

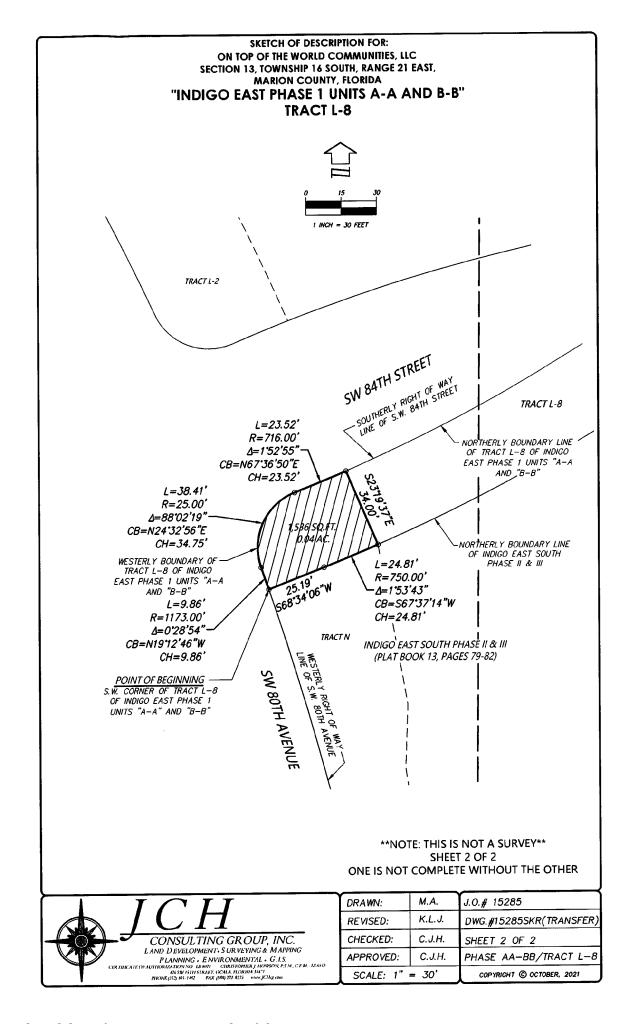
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	PHASE AA-BB/TRACT L-8
SCALE: 1" = 30'		COPYRIGHT © OCTOBER, 2021



SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE II & III"

DESCRIPTION:

A PORTION OF TRACT N OF INDIGO EAST SOUTH PHASE II & III, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTIONS 13 & 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF TRACT N OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, N.01'42'34"E., A DISTANCE OF 417.81 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 20'40'53" AND A CHORD BEARING AND DISTANCE OF N.08'37'53"W., 421.11 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 423.41 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE N.W. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N.68'34'06"E., A DISTANCE OF 25.19 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01'53'43" AND A CHORD BEARING AND DISTANCE OF N.67'37'14"E., 24.81 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, AN ARC DISTANCE OF 24.81 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY BOUNDARY, S.10'19'52"E., A DISTANCE OF 68.63 FEET; THENCE S.02'10'30"W., A DISTANCE OF 27.03 FEET; THENCE S.08'42'27"E., A DISTANCE OF 215.09 FEET TO THE S.W. CORNER OF LOT 191 OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF LOT 190 OF SAID PLAT, S.06'56'29"W., A DISTANCE OF 29.38 FEET; THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF LOT 190 OF SAID PLAT, S.07'38'19"E., A DISTANCE OF 491.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT N OF SAID PLAT; THENCE ALONG SAID SOUTHERLY BOUNDARY, N.85'46'33"W., A DISTANCE OF 491.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT N OF SAID PLAT; THENCE ALONG SAID SOUTHERLY BOUNDARY, N.85'46'33"W., A DISTANCE OF 75.02 FEET TO THE POINT OF BEGINNING. CONTAINING 23,728 SQUARE FEET OR 0.54 ACRES, MORE OR LESS.

NOTES:

- I. DATE OF SKETCH: OCTOBER 14, 2021.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND:

SQ. FT. SQUARE FEET

AC. ACRES

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

L ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE
O CHANGE IN DIRECTION

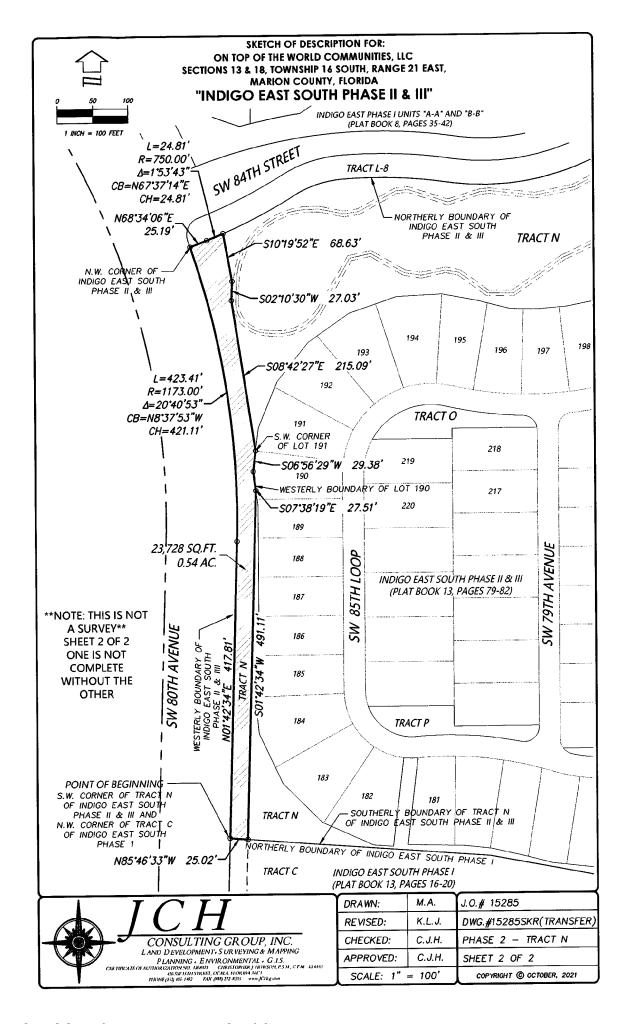
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	PHASE 2 - TRACT N
APPROVED:	C.J.H.	SHEET 1 OF 2
SCALE:		COPYRIGHT © OCTOBER, 2021



SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTIONS 13 & 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE I"

DESCRIPTION:

A PORTION OF TRACT C OF INDIGO EAST SOUTH PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTIONS 13 & 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF TRACT C OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, S.85'46'33"E., A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY, S.01'42'34"W., A DISTANCE OF 1050.16 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LOT 19 OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY, S.18'09'34"W., A DISTANCE OF 17.51 FEET TO THE S.W. CORNER OF SAID LOT 19; THENCE DEPARTING THE WESTERLY BOUNDARY OF LOT 18 OF SAID PLAT, S.33'17'14"E., A DISTANCE OF 8.64 FEET; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID OF SAID PLAT, S.33'17'14"E., A DISTANCE OF 8.64 FEET; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID LOT 18, S.01'42'34"W., A DISTANCE OF 22.65 FEET; THENCE S.00'40'26"W., A DISTANCE OF 635.21 FEET TO A POINT ON THE SOUTH BOUNDARY OF AFOREMENTIONED TRACT C; THENCE ALONG SOUTH BOUNDARY OF TRACT C OF SAID PLAT, N.90'00'00"W., A DISTANCE OF 25.00 FEET TO THE S.W. CORNER OF TRACT C OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, N.00'40'26"E., A DISTANCE OF 635.73 FEET; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY, N.01'42'34"E., A DISTANCE OF 1098.00 FEET TO THE POINT OF BEGINNING. CONTAINING 43,261 SQUARE FEET OR 0.99 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED
- WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 3 ONE IS NOT COMPLETE WITHOUT THE OTHERS SEE SHEET 2 OF 3 FOR SKETCH

LEGEND:

SQUARE FEET SQ. FT.

LAND SURVEYOR LS

LB LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE) Δ

CB CHORD BEARING CHORD DISTANCE CH

CHANGE IN DIRECTION

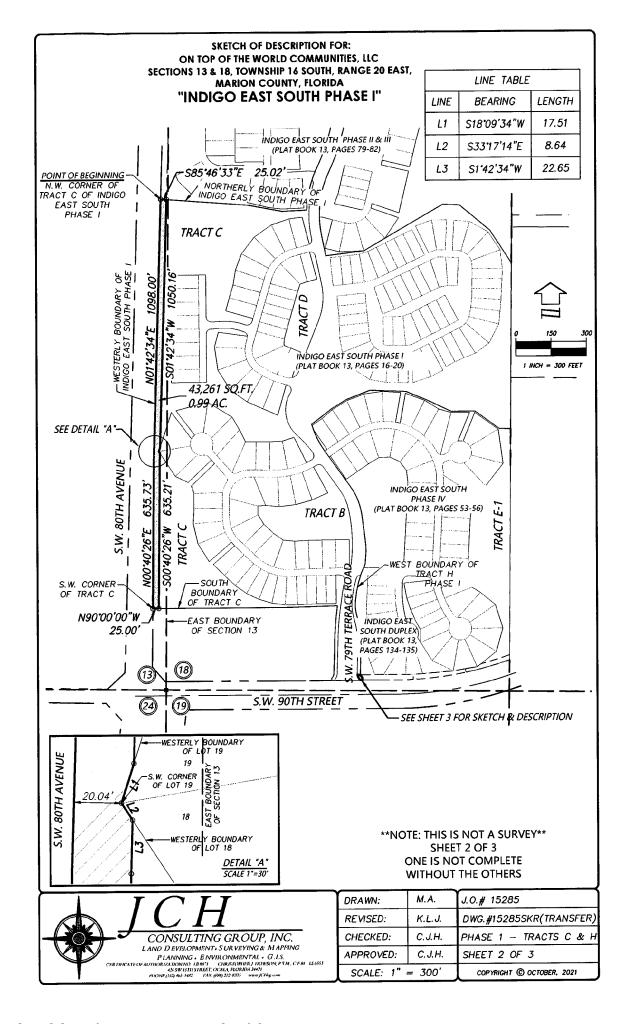
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C. J.H.	PHASE 1 - TRACTS C & H
APPROVED:	C.J.H.	SHEET 1 OF 3
SCALE:		COPYRIGHT © OCTOBER, 2021

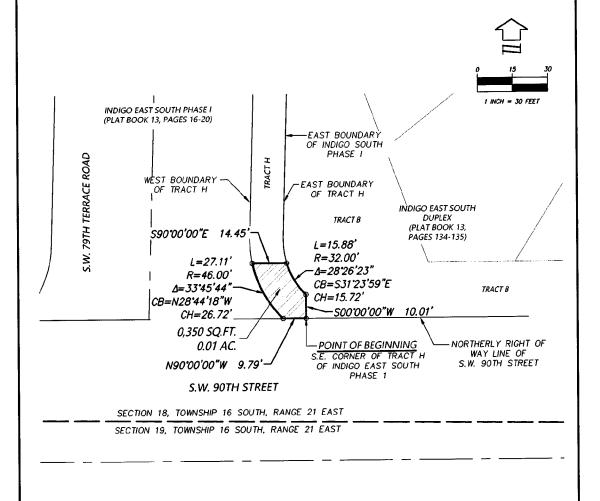


SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE I"

DESCRIPTION:

A PORTION OF TRACT H OF INDIGO EAST SOUTH PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF TRACT H OF SAID PLAT; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, N.90'00'00"W., A DISTANCE OF 9.79 FEET TO A POINT ON THE WEST BOUNDARY OF SAID TRACT H; SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 46.00 FEET, A CENTRAL ANGLE OF 33'45'44" AND A CHORD BEARING AND DISTANCE OF N.28'44'18"W., 26.72 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND WEST BOUNDARY, A DISTANCE OF 27.11 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE WEST BOUNDARY OF TRACT H OF SAID PLAT, S.90'00'00"E. A DISTANCE OF 14.45 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT H OF SAID PLAT, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 28'26'23" AND A CHORD BEARING AND DISTANCE OF S.31'23'59"E., 15.72 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND EAST BOUNDARY, A DISTANCE OF 15.88 FEET TO END OF SAID CURVE; THENCE CONTINUE ALONG THE EAST BOUNDARY, A DISTANCE OF 15.88 FEET TO END OF SAID CURVE; THENCE CONTINUE ALONG THE EAST BOUNDARY, OF TRACT H OF SAID PLAT, S.00'00'00"W., A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING. CONTAINING 350 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



NOTE: THIS IS NOT A SURVEY
SHEET 3 OF 3
ONE IS NOT COMPLETE WITHOUT THE OTHERS



DRAWN:	M.A.	J.O.# 15285
REVISED:	K.L.J.	DWG. #15285SKR(TRANSFER)
CHECKED:	C.J.H.	PHASE 1 - TRACTS C & H
APPROVED:	C.J.H.	SHEET 3 OF 3
SCALE: 1"	= 30'	COPYRIGHT © OCTOBER, 2021

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE IV"

DESCRIPTION:

A PORTION OF TRACT E-1 OF INDIGO EAST SOUTH PHASE IV, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 53 THROUGH 56 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED

BEGINNING AT THE S.W. CORNER OF SAID TRACT E-1 OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF TRACT E-1 OF SAID PLAT, N.11'55'09"W., A DISTANCE OF 14.85 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 153 OF SAID PLAT; THENCE ALONG SAID SOUTHERLY BOUNDARY, N.80'17'18"E., A DISTANCE OF 51.77 FEET TO THE S.W. CORNER OF LOT 152 OF SAID PLAT; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF LOT 153, ALONG THE SOUTHERLY BOUNDARY OF LOT 152 OF SAID PLAT, N.51'57'58"E., A DISTANCE OF 19.61 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1448.00 FEET, A CENTRAL ANGLE OF 05'02'58" AND A CHORD BEARING AND DISTANCE OF N.72'57'06"E., 127.57 FEET; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID LOT 152, EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 127.61 FEET TO A POINT ON THE EAST BOUNDARY OF SAID PLAT; THENCE ALONG EAST BOUNDARY SAID PLAT, S.00'30'28"W., A DISTANCE OF 21.28 FEET TO A POINT ON AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1468.00 FEET, A SOTH STREET, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1468.00 FEET, THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 192.34 FEET TO THE POINT OF BEGINNING. CONTAINING 3,493 SQUARE FEET OR 0.08 ACRES, MORE OR LESS. OF BEGINNING. CONTAINING 3,493 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND:

SOLIARE FEET SO FT

ACRES AC.

LAND SURVEYOR LS

LB LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE) Λ

CB CHORD BEARING CHORD DISTANCE

СН

CHANGE IN DIRECTION

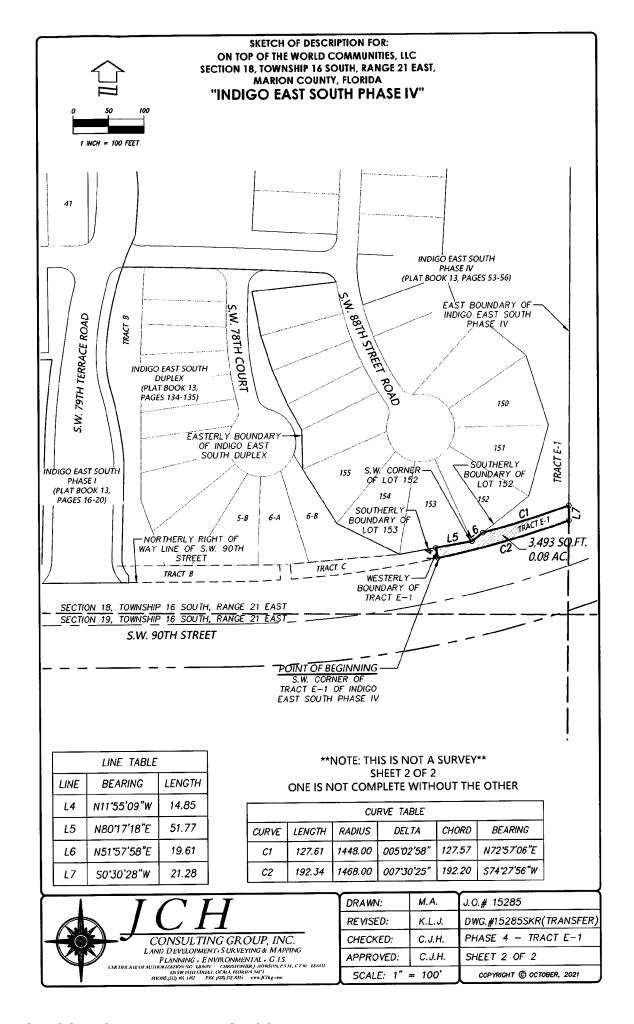
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
ITHE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	PHASE 4 - TRACT E-1
APPROVED:	C.J.H.	SHEET 1 OF 2
SCALE:	_	COPYRIGHT © OCTOBER, 2021



SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH DUPLEX"

DESCRIPTION:

A PORTION OF TRACT B OF INDIGO EAST SOUTH DUPLEX, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 134 AND 135 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS

BEGINNING AT THE S.W. CORNER OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, BEGINNING AT THE S.W. CORNER OF SAID PLAT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, N.00°00'00"E., A DISTANCE OF 10.01 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 28°26'23" AND A CHORD BEARING AND DISTANCE OF N.31°23'59"W., 15.72 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 15.88 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTH BOUNDARY OF LOTS 5-A, 5-B AND 6-A OF SAID PLAT AND THE WESTERLY EXTENSION THEREOF, S.90°00'00"E., A DISTANCE OF 22.1.58 FEET; THENCE DEPARTING THE SOUTH BOUNDARY OF LOTS 6-A OF SAID PLAT ALONG THE FASTERLY BOUNDARY, INFE OF TRACT B OF SAID PLAT S 03°19'09"E. EXTENSION THEREOF, S.90'00'00'E., A DISTANCE OF 221.68 FEET; IHENCE DEPARTING IHE SOUTH BOUNDARY OF LOT 6—A OF SAID PLAT, ALONG THE EASTERLY BOUNDARY LINE OF TRACT B OF SAID PLAT, S.03'19'09'E., A DISTANCE OF 21.41 FEET TO A POINT ON NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1468.00 FEET, A CENTRAL ANGLE OF 03'01'36", AND A CHORD BEARING AND DISTANCE OF S.88'29'12"W., 77.54 FEET, THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTH RIGHT OF WAY LINE, A DISTANCE OF 77.55 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N.90'00'00"W., A DISTANCE OF 137.22 FEET TO THE POINT OF BEGINNING. CONTAINING 5,029 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

TRACT C OF INDIGO EAST SOUTH DUPLEX, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 134 AND 135 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. CONTAINING 3,920 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND:

SQ. FT. SQUARE FEET

AC. **ACRES**

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

R RADIUS

DELTA (CENTRAL ANGLE)

CHORD BEARING CB СН CHORD DISTANCE

CHANGE IN DIRECTION

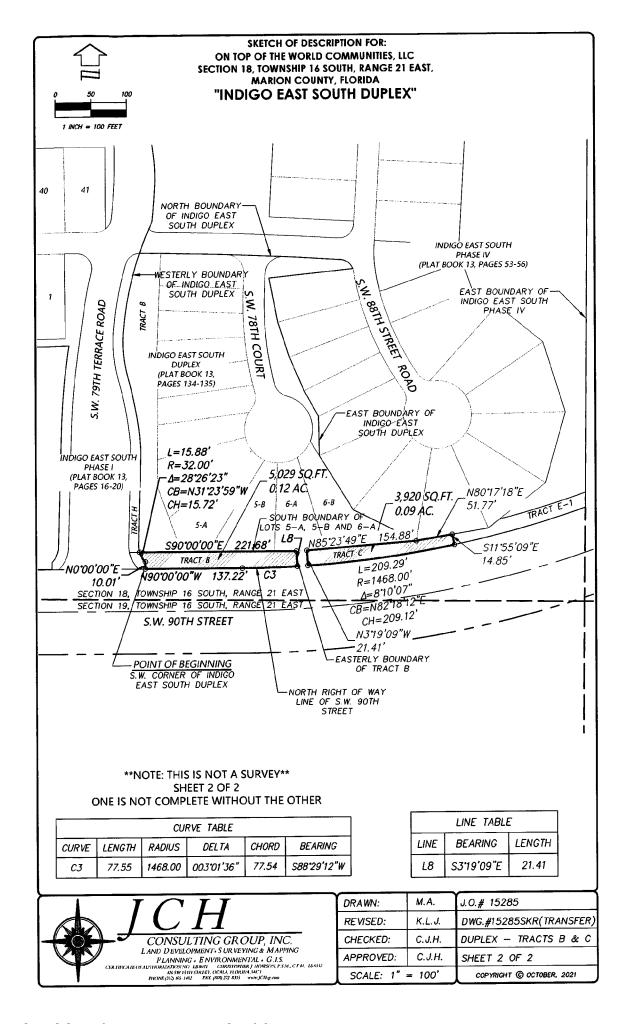
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. – LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	DUPLEX - TRACTS B & C
APPROVED:	C.J.H.	SHEET 1 OF 2
SCALE:	_	COPYRIGHT © OCTOBER, 2021



Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, **L.L.C.**, a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to DCM Cable, Inc., a Florida corporation, whose address is 8445 SW 80th Street, Ocala, FL 34481 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

Signed, sealed and delivered in the presence of: Name: Patricia A. Soriano Name: Bachol Dagon &	GRANTOR: ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company By: KENNETH D. COLEN Title: President
online notarization this $2n d day of Manch$	ad before me by means of physical presence or , 2021, by Kenneth D. Colen, the President L.C., a Florida limited liability company, on behalf of has produced as
	Notary Public Print Name: My Commission Expires: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 My Comm. Expires Oct 11, 2023

Exhibit A

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "DCM EASEMENT

DESCRIPTION:

A PORTION OF TRACT "D" OF INDIGO EAST SOUTH PHASE I AS RECORDED IN PLAT BOOK 12, PAGES 16 THROUGH 20 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY MOST CORNER OF LOT 69 OF SAID INDIGO EAST SOUTH PHASE I; COMMENCE AT THE NORTHEASTERLY MOST CORNER OF LOT 69 OF SAID INDIGO EAST SOUTH PHASE I; THENCE S.8516'22"L., 72.72 FEET TO THE POINT OF BECHNNING; THENCE S.7113'03"E., 22.00 FEET; THENCE S.18'46'52"W., 5.60 FEET; THENCE S.7113'03"E., 27.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 79TH TERRACE ROAD (VARIES PRIVATE RIGHT OF WAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANCLE OF 325'8", AND A CHORD BEARING AND DISTANCE OF S.19'44'55"W., 15.95 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.95 FEET OF THENCE SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE N.7113'08"W, 27.00 FEET, THENCE S.18'46'52"W., 27.00 FEET, THENCE S.18'46'5

NOTES:

- DATE OF SKETCH: DECEMBER 15, 2020 SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.

- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
 BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'56'39E., ALONG THE
- NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS
 PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIOUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

--∳ LINE BREAK

R/W RIGHT-OF-VIAY

CONC. CONCRETE

LAND SURVEYOR

LICENSED BUSINESS LB

CENTERLINE

P.C. POINT OF CURVATURE

POINT OF INTERSECTION ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE)

CBCHORD BEARING CHORD DISTANCE CH

CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

HIERERY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51–17.050–052. FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

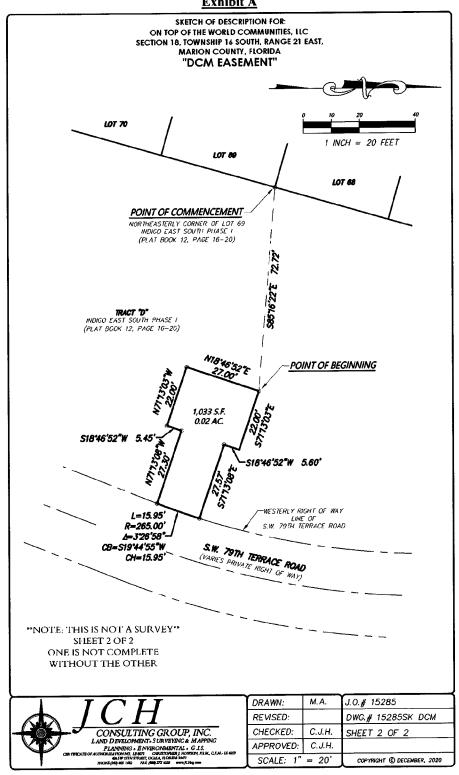
"NOTE: THIS IS NOT A SURVEY" SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	М. А.	J.O.# 15285
REVISED:		DWG.# 15285SK DCM
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE:		COPYRIGHT @ DECEMBER, 2020

Exhibit A



4

#9225407 v3

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed"), made this 2nd day of March, 2022, from INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantor"), to INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

Signed, sealed and delivered	GRANTOR :
Name: Kerin Reali	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida
Name: Rachel Wagener	By: Name: John M. Cysta Title: Chair of the Board of Supervisors
STATE OF FLORIDA) COUNTY OF MANOY)	
online notarization this 2 day of March the Chair of the Board of Supervisors of the Indigo	East Community Development District, a local unit of under the laws of the State of Florida, on behalf of said
	Notary Public Print Name:
	My Commission Expires:



SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO WALKING TRAIL"

DESCRIPTION:

A PORTION OF TRACT J OF INDIGO EAST PHASE I UNIT "GG", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT J OF SAID INDIGO EAST SOUTH PHASE II & III, N. 73'27'14"E., A DISTANCE OF 110.82 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH BOUNDARY, N. 66"54"47"E., A DISTANCE OF 55.62 FEET; THENCE N. 70'28"55"E., A DISTANCE OF 96.30 FEET; THENCE N. 70'28"55"E., A DISTANCE OF 96.30 FEET; NUMLH BUUNDARY, N.66344/ E., A DISTANCE OF 35.02 FEET; THENCE N.77256'03"E., A DISTANCE OF 96.00 FEET; THENCE N.77256'03"E., A DISTANCE OF 72.12 FEET; THENCE N.77'07'15"E., A DISTANCE OF 97.10 FEET; THENCE N.78'48'11"E., A DISTANCE OF 61.92 FEET TO A POINT ON AFOREMENTIONED NORTH BOUNDARY OF TRACT J OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG SAID NORTH BOUNDARY, S.73'27'14"W., A DISTANCE OF 382.10 FEET TO THE POINT OF BEGINNING. CONTAINING 2903 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 19, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP IS SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED
 WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

—√µ— LINE BREAK

R/W RIGHT-OF-WAY LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

CENTERLINE ę P.C. POINT OF CURVATURE

POINT OF INTERSECTION P.I.

ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING CHCHORD DISTANCE CHANGE IN DIRECTION О

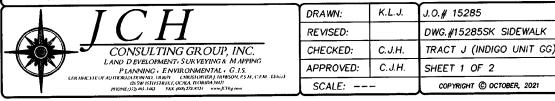
CENTERLINE OF WALKING TRAIL WALKING TRAIL LIMITS

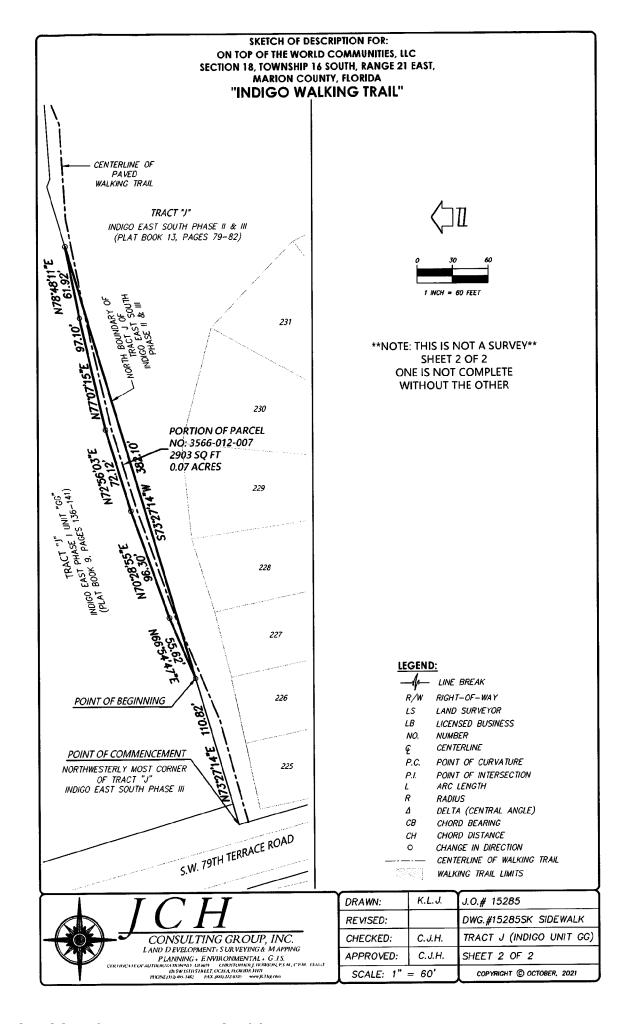
NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER SEE SHEET 2 OF 2 FOR SKETCH

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

> CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.





Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantor</u>"), to INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "G," Indigo East Phase I Unit "GG," according to the plat thereof recorded in Plat Book 9, Page 136, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

Signed, sealed and delivered	GRANTOR :
Name: Kevin Reali	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida
Name: Patricia A. Soriano	By: Name. Tohn M. Cyscol Title: Chair of the Board of Supervisors
STATE OF FLORIDA) COUNTY OF <u>Mation</u>	
online notarization this <u>Zuday</u> of <u>March</u> the Chair of the Board of Supervisors of the Indigo E	east Community Development District, a local unit of inder the laws of the State of Florida, on behalf of said
	Notary Public Print Name: My Commission Expires:
	PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantor</u>"), to BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

Signed, sealed and delivered	<u>GRANTOR</u> :
Name: Kerin Rent. Patricia A. Soriano	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida By: Name: 1018 M. Cysea Title: Chair of the Board of Supervisors
STATE OF FLORIDA) COUNTY OF MARION)	
online notarization this <u>2nd</u> day of <u>Mara</u> the Chair of the Board of Supervisors of the Indig	Notary Public Print Name: My Commission Expires: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851
	My Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

Exhibit A

LEGAL DESCRIPTION: LIFT STATION #16 PARCEL

A PORTION OF TRACT "L-3" OF INDIGO EAST PHASE I UNITS "A-A" AND "B-B" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGES 35 THROUGH 42, OF THE PUBLIC RECORDS OF NARION COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST SOUTHWESTERLY CORNER OF LOT 55, BLOCK G OF SAID INDIGO EAST PHASE I UNITS "A-A" AND "B-B"; THENCE SOUTH 45"13'22" EAST 109.87 FEET, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 55, BLOCK G, TO THE SOUTHERNMOST SOUTHWESTERLY CORNER OF SAID LOT 55, BLOCK G; THENCE NORTH 43"16'38" EAST 75.11 FEET. ALONG THE SOUTHEASTERLY LINE OF SAID LOT 55, BLOCK G, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 77"56'53" EAST 87.46 FEET TO A POINT ON A 984.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 76'09'40" WEST, SAID CURVE COINCIDENT WITH THE EASTERLY LINE OF SAID TRACT "L-3" AND THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 79TH TERRACE ROAD (A VARIABLE WIDTH PRIVATE RIGHT-OF-WAY PER SAID INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B"); THENCE SOUTHERLY ALONG SAID EASTERLY LINE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02'54'42" AN ARC DISTANCE OF 50.01 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 77'56'53" WEST 67.75 FEET; THENCE NORTH 12'03'07" WEST 50.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA

3

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantor</u>"), to CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	<u>GRANTOR</u> :
Name: Kevin Reali Saturn Barro Name: Stricia A. Soriano	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida By: Name: 1060 M. Gysea/ Title: Chair of the Board of Supervisors
STATE OF FLORIDA COUNTY OF Marion ()	
online notarization this 2° day of 2° day of the Chair of the Board of Supervisors of the Indigo I	East Community Development District, a local unit of under the laws of the State of Florida, on behalf of said as produced as
RACHEL WAGONER MY COMMISSION # GG 342731 EXPIRES: September 14, 2023 Bonded Thru Notary Public Underwriters	Notary Public Print Name: YOUND WOODNEY My Commission Expires:

Exhibit A

Tract "L-1," Indigo East Phase I Units "A-A" and "B-B," according to the plat thereof recorded in Plat Book 8, Page 35, of the Public Records of Marion County, Florida.

NO FURTHER ENTRIES THIS PAGE, EXHIBIT A CONTINUES ON NEXT PAGE

SKETCH OF DESCRIPTION FOR:

ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST,

MARION COUNTY, FLORIDA

"INDIGO EAST PHASE 1 UNITS A-A AND B-B" TRACT L-2

DESCRIPTION:

A PORTION OF TRACT L-2 OF INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF TRACT L-2 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET AND BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88'02'19", AND A CHORD BEARING AND DISTANCE OF N.69'09'44"W., 34.75 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, ALONG THE EASTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE, A DISTANCE OF 38.41 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NIGHT OF WAT LINE OF S.W. BUTH AVENUE, A DISTANCE OF 35.41 TO A POINT OF REVERSE CORVATIONE WITH A CORVE, CONCAVE
SOUTHWESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 08'29'13", AND A CHORD BEARING AND DISTANCE OF
N.29'23'11"W., 173.59 FEET, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT OF WAY LINE, A
DISTANCE OF 173.75 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE
FOLLOWING THREE (3) COURSES: (1) N.33'37'48"W., A DISTANCE OF 359.99 FEET TO A POINT OF CURVATURE WITH A CURVE,
CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1073.00 FEET, A CENTRAL ANGLE OF 22'08'19", AND A CHORD BEARING AND
CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1073.00 FEET, A CENTRAL ANGLE OF 22'08'19", AND A CHORD BEARING AND DISTANCE OF N.22'31'43"W., 412.03 FEET; (2) THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 414.60 FEET TO THE END OF SAID CURVE; THENCE (3) N.11'30'48"W., A DISTANCE OF 1065.60 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET. A CENTRAL ANGLE OF 90'02'26", AND A CHORD BEARING AND DISTANCE OF N.33'30'25"E, 35.37 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET, A DISTANCE OF 39.29 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET THE STREET, A DISTANCE OF 39.29 FEET; HENCE CONTINUE ALONG THE SCOTHERLY NORTH OF WAY LINE OF A CURVE, CONCAVE FOLLOWING SEVEN (7) COURSES: (1) N. 78°31'38"E., A DISTANCE OF 38.41 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3039.00 FEET, A CENTRAL ANGLE OF 02'20'05", AND A CHORD BEARING AND DISTANCE OF N. 77'21'36"E., 123.82 FEET; (2) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 123.83 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2985.00 FEET, A CENTRAL 123.83 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A KADIUS OF 2985.00 FEET, A CENTRAL ANGLE OF 02'20'05", AND A CHORD BEARING AND DISTANCE OF N.77'21'36"E., 121.62 FEET; (3) THENCE (4) N.78'31'38"E., A DISTANCE OF 121.63 FEET TO A POINT OF TANGENCY; THENCE (4) N.78'31'38"E., A DISTANCE OF 111.15 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 09'26'43", AND A CHORD BEARING AND DISTANCE OF N.73'48'16"E., 98.80 FEET; (5) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 98.91 FEET NO THE END OF SAID CURVE; THENCE (6) N.84'43'02"E., A DISTANCE OF 3.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 601.00 FEET, A CENTRAL ANGLE OF 06'07'27", AND A CHORD BEARING AND DISTANCE OF N.65'40'48"E., 64.21 FEET; (7) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE; AND RIGHT OF WAY LINE, A DISTANCE OF 64.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 64.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 64.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 66.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.O.843'22"E., A DISTANCE OF 20.98 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT L-2 OF SAID PLAT. THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF TRACT L-2 OF SAID PLAT THE FOLLOWING NINE (9) COURSES: (1) IMENCE ALUNG THE SUUTHERLY AND EASTERLY BUDINGARIES OF TRACT L-2 OF SAID PLAT THE FOLLOWING NINE (9) COUNCES: (1) 5.68-54'26"W., A DISTANCE OF 66.17 FEET; (2) THENCE S.7831'38"W., A DISTANCE OF 58.93 FEET; (4) THENCE S.30'01'38"W., A DISTANCE OF 61.58 FEET; (5) THENCE S.11'01'38"W., A DISTANCE OF 68.23 FEET; (6) THENCE S.11'30'48"E., A DISTANCE OF 947.45 FEET TO A POINT OF CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1023.00 FEET, A CENTRAL ANGLE OF 22'08'19", AND A CHORD BEARING AND DISTANCE OF 5.22'31'43"E.. 392.83 FEET; (7) THENCE SUITHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 395.28 FEET TO THE END OF SAID CURVE; (8) THENCE S.33'37'48"E.. 359.96 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, ALONG THE ARCADE OF SAID CURVE, OR CONCAVE SOUTHWESTERLY, ALONG THE ARCADE OF SAID CURVE, ADDITANCE OF SAID CURVE, OR SAID DISTANCE OF SAID CURVE, OR CONCAVE SOUTHWESTERLY, ALONG THE ARCADE OF SAID CURVE, ADDITANCE OF SAID CURVE, OR SAID DISTANCE OF SAID CURVE, OR SAID CURVE, OR SAID DISTANCE OF SAID CURVE, OR SAID HAVING A RADIUS OF 1223.00 FEET, A CENTRAL ANGLE OF 09'43'14", AND A CHORD BEARING AND DISTANCE OF S.28'46'11"E., MAVING A KAUIUS OF 1223.00 FEET, A CENTRAL ANGLE OF 09'43'14", AND A CHORD BEARING AND DISTANCE OF S.28'46'11"E., 207.24 FEET; (9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND EASTERLY BOUNDARY AND PROJECTION THEREOF OF TRACT L-2 OF SAID PLAT, A DISTANCE OF 207.49 TO A POINT ON AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 02'02'57", AND A CHORD BEARING AND DISTANCE OF S.67'50'34"W., 25.61 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 25.61 FEET TO THE POINT OF BEGINNING. CONTAINING 113,777 SQUARE FEET OR 2.61 ACRES, MORE OR LESS.

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 4 ONE IS NOT COMPLETE WITHOUT THE OTHERS

LEGEND:

SQ. FT. SQUARE FEET

ACRES

LS LAND SURVEYOR LB

LICENSED BUSINESS

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE)

CHORD BEARING

CHORD DISTANCE CH CHANGE IN DIRECTION I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

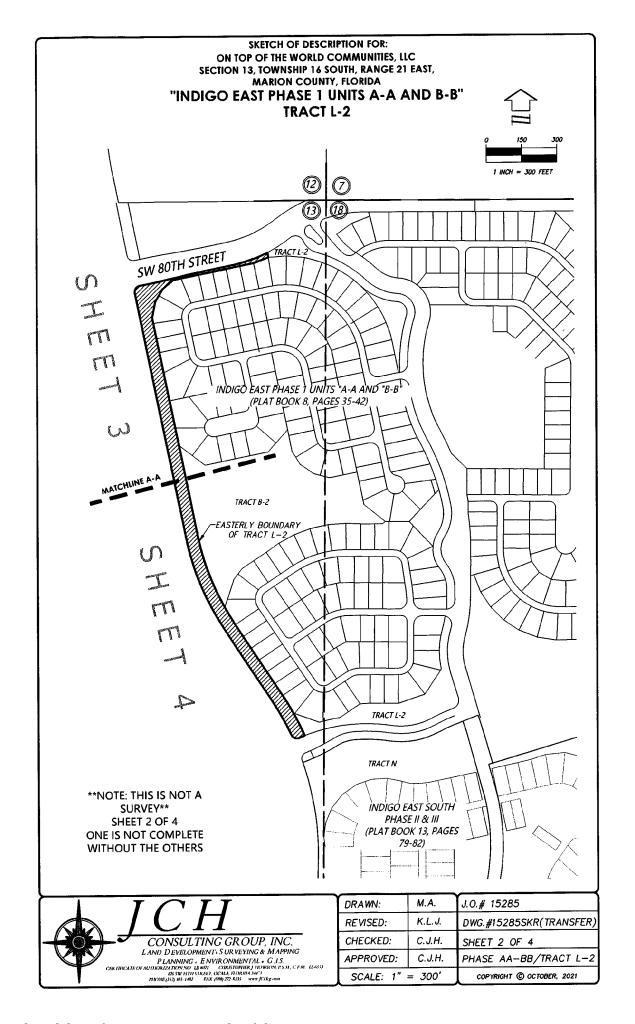
CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.

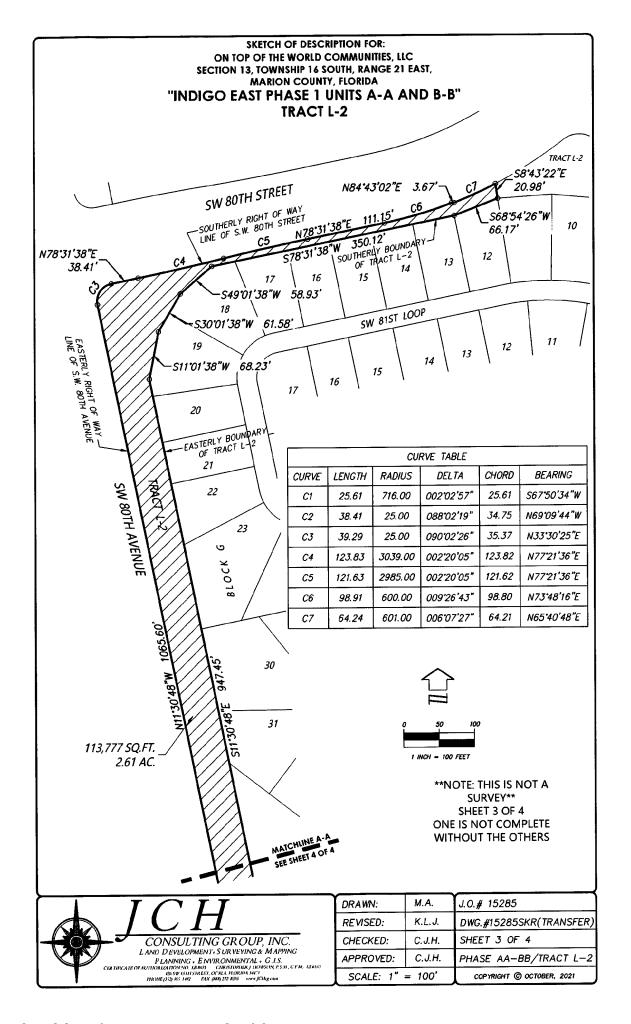
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

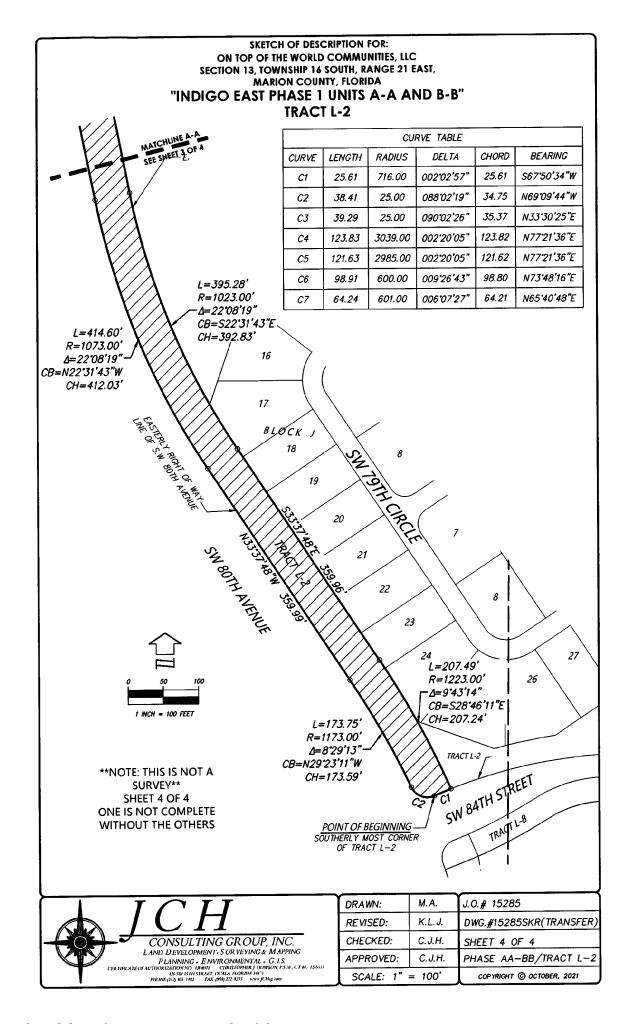
SURVEYOR'S CERTIFICATION:



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	SHEET 1 OF 4
APPROVED:	C.J.H.	PHASE AA-BB/TRACT L-2
SCALE: 1"	= 300'	COPYRIGHT © OCTOBER, 2021







SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO EAST PHASE 1 UNITS A-A AND B-B" **TRACT L-8**

DESCRIPTION:

A PORTION OF TRACT L-8 OF INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PACES 35 THROUGH 42 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 13, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF TRACT L-8 OF SAID PLAT, SAID POINT OF BEGINNING BEING ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 80TH AVENUE AND A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1173.00 FEET, A CENTRAL ANGLE OF 00'28'54", AND A CHORD BEARING AND DISTANCE OF N.19'12'46"W. 9.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 9.86 FEET TO A POINT OF REVERSE CURVATURE THE ARC OF SAID CURVE AND WESTERLY RICHT OF WAY LINE, A DISTANCE OF 9.86 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88'02'19", AND A CHORD BEARING AND DISTANCE OF N.24'32'56'E., 34.75 FEET, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, BEING THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 84TH STREET, A DISTANCE OF 38.41 TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 01'52'55", AND A CHORD BEARING AND DISTANCE OF N.67'36'50'E., 23.52 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.52 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT L—8 OF SAID PLAT, SAID POINT BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01'53'43", AND A CHORD BEARING AND DISTANCE OF \$67'37'14"W., 24.81 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND SOUTHERLY BOUNDARY, A DISTANCE OF 24.81 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY, S.68'34'06"W., A DISTANCE OF 25.19 FEET TO THE POINT OF BEGINNING. CONTAINING 1,536 SOUARE FEET OR 0.04 ACRES, MORE OR LESS. ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

- DATE OF SKETCH: OCTOBER 14, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
 UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E, ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

SQ. FT. SQUARE FEET

LAND SURVEYOR

LB LICENSED BUSINESS

ARC LENGTH

DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CHORD DISTANCE CH

CHANGE IN DIRECTION

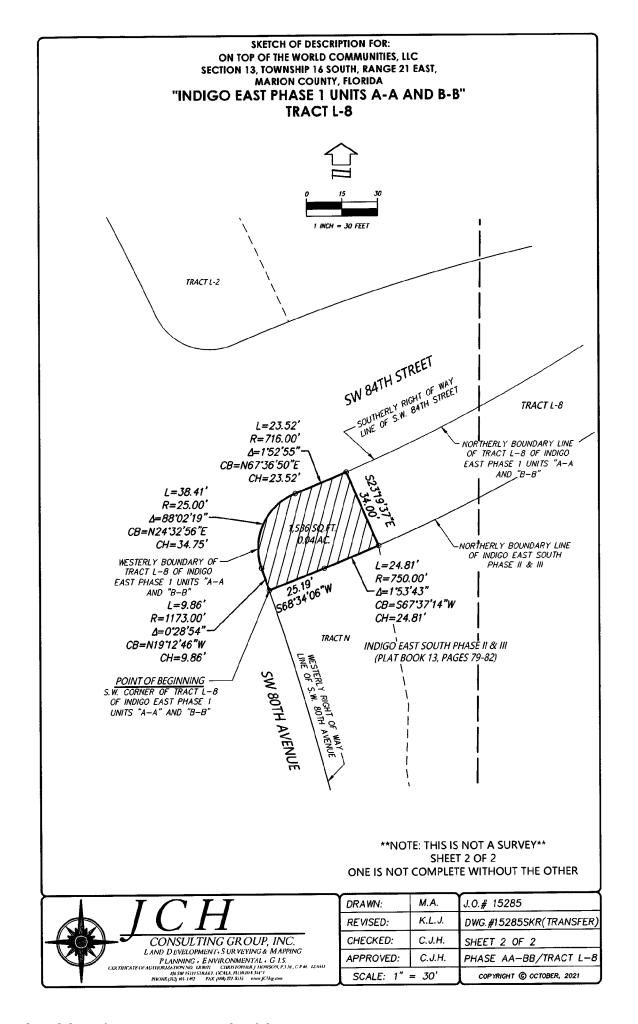
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SKR(TRANSFER)
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	PHASE AA-BB/TRACT L-8
SCALE: 1"	= 30'	COPYRIGHT © OCTOBER, 2021



Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "<u>Grantor</u>"), to SCA INDIGO AMENITIES, LLC, a Florida limited liability company, whose address is 8445 SW 80th Street, Ocala, Florida 34481 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

1

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered	GRANTOR:
Name: Kevin Reali Name: Patricia A. Soriano	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida By: Name: Jelis M. Gysen Title: Chair of the Board of Supervisors
online notarization this 2 nd day of YYYYYY the Chair of the Board of Supervisors of the Indigo E	East Community Development District, a local unit of nder the laws of the State of Florida, on behalf of said



SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, INC. SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "CLUB HOUSE" INDIGO EAST PHASE I UNIT "GG"

DESCRIPTION:

A PARCEL OF LAND LYING IN TRACT "J", INDIGO EAST PHASE 1 UNIT "GG", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND ALSO LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "L-7", INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "L-7" THE FOLLOWING FOUR (4) COURSES 1) NORTH 16'32'23" WEST 13.75 FEET TO THE POINT OF BEGINNING; (2) THENCE NORTH 16'32'23" WEST 204.58 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; 3) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31'56'35" AN ARC DISTANCE OF 139.38 FEET TO A POINT OF REVERSE CURVATURE OF A 650.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; (4) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04'59'59" AN ARC DISTANCE OF 56.72 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 39'48'01" EAST 120.00 FEET; THENCE SOUTH 66'48'01" EAST 120.00 FEET; THENCE SOUTH 16'48'01" EAST 236.21 FEET; THENCE SOUTH 73'11'59" WEST 211.47 FEET THE EASTERLY LINE TRACT "E", INDIGO EAST SOUTH PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE HAVING OF A 544.36 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 03'55'59" AN ARC DISTANCE OF 37.37 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19'28'10"W, 37.36 FEET TO THE END OF SAID CURVE; THENCE NORTH 68'33'50" EAST 6.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.53 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: NOVEMBER, 9, 2018.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF INDIGO EAST PHASE I UNIT "GG".
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

"NOTE: THIS IS NOT A SURVEY"
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

--{|∕−− LINE BREAK

R/W RIGHT-OF-WAY
CONC. CONCRETE

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

Q CENTERLINE

P.C. POINT OF CURVATURE

P.I. POINT OF INTERSECTION

L ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE

CHANGE IN DIRECTION

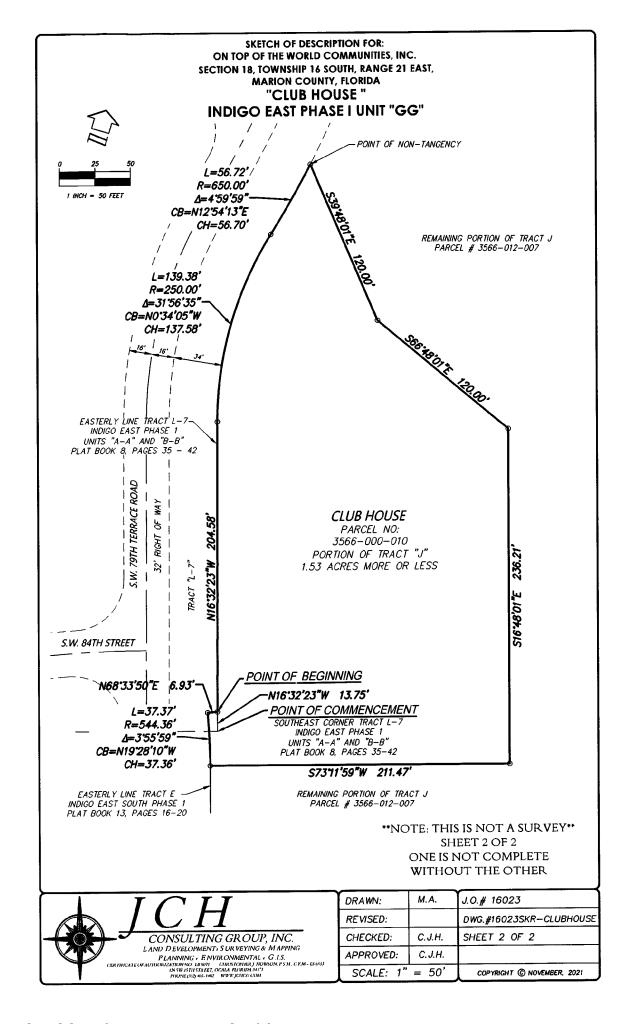
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	M.A.	J.O.# 16023
REVISED:		DWG.#16023SKR-CLUBHOUSE
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE: -		COPYRIGHT © NOVEMBER, 2021



Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **SIDNEY COLEN & ASSOCIATES, LTD.**, a Florida limited partnership, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "J," Indigo East Phase I Unit "GG," according to the plat thereof recorded in Plat Book 9, Page 136, of the Public Records of Marion County, Florida, less and except the lands described on **Exhibit A** and **Exhibit B**, both of which are attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of: Name: Patricia A. Soriano Name: Rechel Weekover	GRANTOR: SIDNEY COLEN & ASSOCIATES, LTD., a Florida limited partnership By: SCA INVESTMENTS, INC., a Florida corporation Its: General Partner By: Kenneth D. Colen Title: President
online notarization this <u>Jad</u> day of <u>Mark</u> of SCA INVESTMENTS, INC., a Florida corpor Ltd., a Florida limited partnership, on behalf of	dged before me by means of physical presence or
	Notary Public Print Name: My Commission Expires: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, INC. SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "CLUB HOUSE" INDIGO EAST PHASE I UNIT "GG"

DESCRIPTION:

A PARCEL OF LAND LYING IN TRACT "J", INDIGO EAST PHASE 1 UNIT "GG", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 1.36 THROUGH 141, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND ALSO LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "L-7", INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "L-7" THE FOLLOWING FOUR (4) COURSES 1) NORTH 16'32'23" WEST 13.75 FEET TO THE POINT OF BEGINNING; (2) THENCE NORTH 16'32'23" WEST 204.58 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; 3) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31'56'35" AN ARC DISTANCE OF 139.38 FEET TO A POINT OF REVERSE CURVATURE OF A 650.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; (4) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04'59'59" AN ARC DISTANCE OF 56.72 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 39'48'01" EAST 120.00 FEET; THENCE SOUTH 66'48'01" EAST 120.00 FEET; THENCE SOUTH 16'48'01" EAST 236.21 FEET; THENCE SOUTH 73'11'59" WEST 211.47 FEET THE EASTERLY LINE TRACT "E", INDIGO EAST SOUTH PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE HAVING OF A 544.36 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 03'55'59" AN ARC DISTANCE OF 37.37 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19'28'10"W, 37.36 FEET TO THE END OF SAID CURVE; THENCE NORTH 68'33'50" EAST 6.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.53 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: NOVEMBER, 9, 2018.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF INDIGO EAST PHASE I UNIT "GG".
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

____LINE BREAK

R/W RIGHT-OF-WAY
CONC. CONCRETE

LS LAND SURVEYOR

LB LICENSED BUSINESS
NO. NUMBER

G CENTERLINE

P.C. POINT OF CURVATURE

P.I. POINT OF INTERSECTION
L ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CHANGE IN DIRECTION

CB CHORD BEARING

CH CHORD DISTANCE

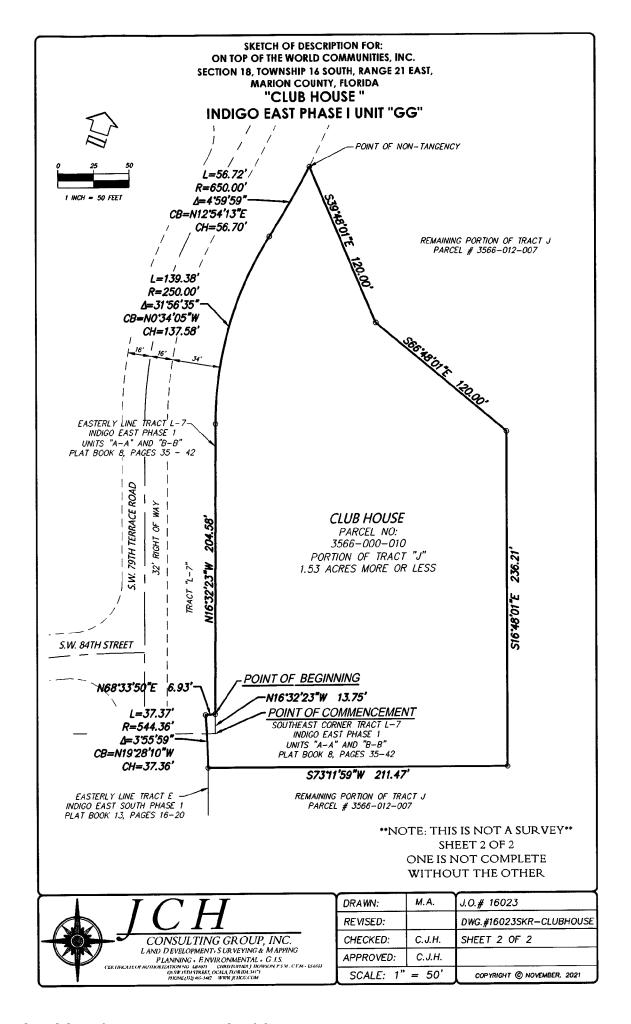
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	M.A.	J.O.# 16023
REVISED:		DWG.#16023SKR-CLUBHOUSE
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE: -		COPYRIGHT © NOVEMBER, 2021



SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO WALKING TRAIL"

DESCRIPTION:

A PORTION OF TRACT J OF INDIGO EAST PHASE I UNIT "GG", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULI ARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT J OF SAID INDIGO EAST SOUTH PHASE II & III, N.73'27'14"E., A DISTANCE OF 110.82 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH BOUNDARY, N.86'54'47"E., A DISTANCE OF 56.2 FEET; THENCE N.70'28'55"E., A DISTANCE OF 96.30 FEET; THENCE N.72'56'03"E., A DISTANCE OF 72.12 FEET; THENCE N.77'07'15"E., A DISTANCE OF 97.10 FEET; THENCE N.78'48'11"E., A DISTANCE OF 61.92 FEET TO A POINT ON AFOREMENTIONED NORTH BOUNDARY OF TRACT J OF INDIGO EAST SOUTH PHASE II & III; THENCE ALONG SAID NORTH BOUNDARY, S.73'27'14"W., A DISTANCE OF 382.10 FEET TO THE POINT OF BEGINNING. CONTAINING 2903 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 19, 2021.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

—√µ— LINE BREAK

R/W RIGHT-OF-WAY

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

G CENTERLINE

P.C. POINT OF CURVATURE

P.I. POINT OF INTERSECTION

L ARC LENGTH

R RADIUS

DELTA (CENTRAL ANGLE)

CB CHORD BEARING
CH CHORD DISTANCE

O CHANGE IN DIRECTION

CENTERLINE OF WALKING TRAIL

WALKING TRAIL LIMITS

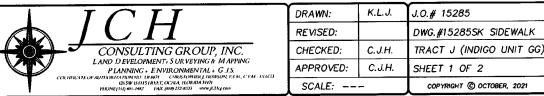
NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2

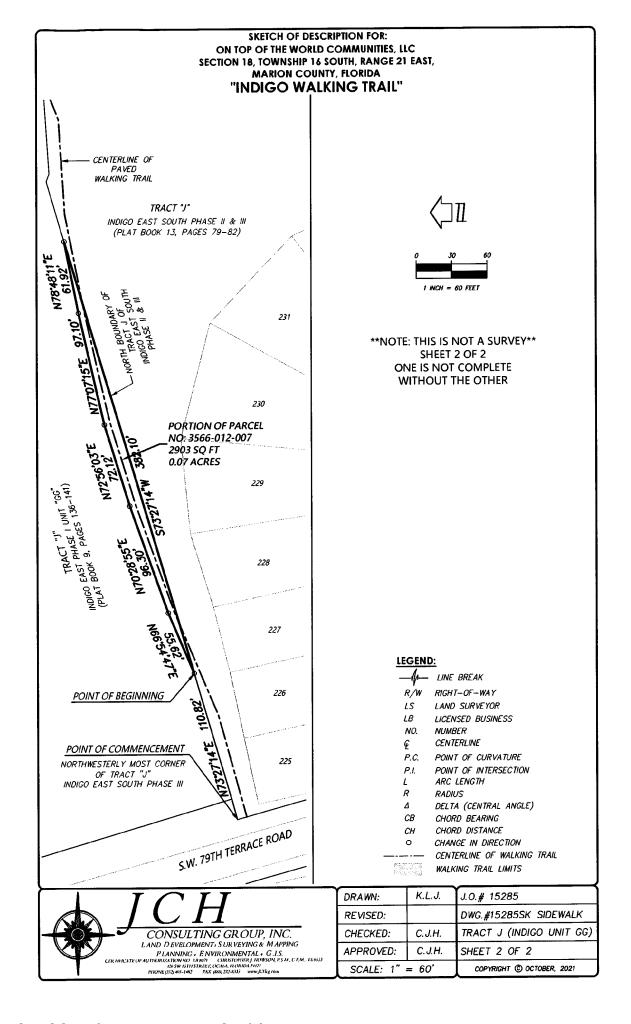
ONE IS NOT COMPLETE WITHOUT THE OTHER SEE SHEET 2 OF 2 FOR SKETCH

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.





Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **SIDNEY COLEN & ASSOCIATES, LTD.**, a Florida limited partnership, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

SIDNEY COLEN & ASSOCIATES, LTD., a Florida limited partnership

By: SCA INVESTMENTS, INC., a Florida corporation
Its: General Partner

Kenneth D. Colen Title: President

STATE OF FLORIDA		
COUNTY OF _	MARION))

Patricia A. Soriano

Name:

Notary Public
Print Name:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public State of Florida
Commission # GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

"INDIGO WALKING TRAIL"

DESCRIPTION:

A PORTION OF TRACT J OF INDIGO EAST PHASE I UNIT "GG", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT J OF INDIGO EAST SOUTH PHASE II & III, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 79 THROUGH 82 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT J OF SAID INDIGO EAST SOUTH PHASE II & III, N.73°27'14"E., A DISTANCE OF 110.82 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH BOUNDARY, N.66'54'47"E., A DISTANCE OF 55.62 FEET; THENCE N.70'28'55"E., A DISTANCE OF 96.30 FEET; THENCE N.72'56'03"E., A DISTANCE OF 72.12 FEET; THENCE N.77'07'15"E., A DISTANCE OF 97.10 FEET; THENCE N.78'48'11"E., A DISTANCE OF 61.92 FEET TO A POINT ON AFOREMENTIONED NORTH BOUNDARY OF TRACT J OF INDICO EAST SOUTH PHASE II & III, THENCE ALONG SAID NORTH BOUNDARY, S.73'27'14"W., A DISTANCE OF 382.10 FEET TO THE POINT OF BEGINNING. CONTAINING 2903 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: OCTOBER 19, 2021.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

---¶-- LINE BREAK

R/W RIGHT-OF-WAY

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

CENTERLINE Ç

P.C. POINT OF CURVATURE

POINT OF INTERSECTION P.I.

ARC LENGTH

RADIUS

DELTA (CENTRAL ANGLE)

WALKING TRAIL LIMITS

CBCHORD BEARING CHCHORD DISTANCE

0 CHANGE IN DIRECTION

---- CENTERLINE OF WALKING TRAIL

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO

NOTE: THIS IS NOT A SURVEY

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

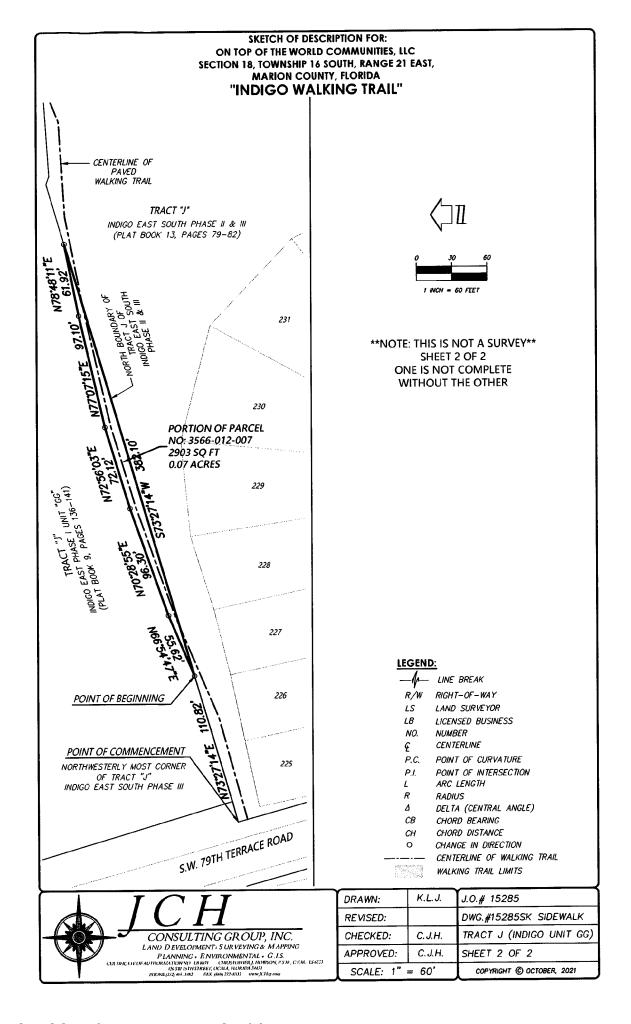
SEE SHEET 2 OF 2 FOR SKETCH

SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.



DRAWN:	K.L.J.	J.O.# 15285
REVISED:		DWG.#15285SK SIDEWALK
CHECKED:	C.J.H.	TRACT J (INDIGO UNIT GG)
APPROVED:	C.J.H.	SHEET 1 OF 2
SCALE:	_	COPYRIGHT © OCTOBER, 2021



Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **SIDNEY COLEN & ASSOCIATES**, **LTD**., a Florida limited partnership, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **SCA INDIGO AMENITIES**, **LLC**, a Florida limited liability company, whose address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tract "I," of Indigo East South Phase IV, according to the plat thereof recorded in Plat Book 13, Page 54, of the Public Records of Marion County, Florida.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of: Planting Name: Patricia A. Soriano Name: Yachel Wagener	GRANTOR: SIDNEY COLEN & ASSOCIATES, LTD., a Florida limited partnership By: SCA INVESTMENTS, INC., a Florida corporation Its: General Partner By: Kenneth D. Colen Title: President
online notarization this <u>Znd</u> day of <u>March</u> of SCA INVESTMENTS, INC., a Florida corporation	ed before me by means of physical presence or
	Notary Public Print Name: My Commission Expires: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price:

\$10.00

Documentary Stamps:

\$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **SIDNEY COLEN & ASSOCIATES**, **LTD.**, a Florida limited partnership, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to **SCA INDIGO AMENITIES**, **LLC**, a Florida limited liability company, whose address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantee</u>").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property located and situate in Marion County, Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Name: Patricia A. Soriano

Name: Patricia A. Soriano

SIDNEY COLEN & ASSOCIATES, LTD., a Florida limited partnership

By: SCA INVESTMENTS, INC., a Florida corporation
Its: General Partner

Kenneth D. Colen Title: President

STATE OF FLORIDA)		
COUNTY OF _	MARION)

The foregoing instrument was	acknowledged before	e me by means of 🗹 physical presence or 🗆
online notarization this 2nd day of	March	, 2022, by Kenneth D. Colen, the President
of SCA INVESTMENTS, INC., a Flori	ida corporation, the G	eneral Partner of Sidney Colen & Associates,
Ltd., a Florida limited partnership, on	behalf of said entity.	He is personally known to me or □ has
produced	as identificat	ion.

Notary Public
Print Name:

My Commission Expires:

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission # GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, INC. SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "CLUB HOUSE" INDIGO EAST PHASE I UNIT "GG"

DESCRIPTION:

A PARCEL OF LAND LYING IN TRACT "J", INDIGO EAST PHASE 1 UNIT "GG", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 136 THROUGH 141, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND ALSO LYING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "L-7", INDIGO EAST PHASE 1 UNITS "A-A" AND "B-B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 35 THROUGH 42, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "L-7" THE FOLLOWING FOUR (4) COURSES 1) NORTH 16'32'23" WEST 13.75 FEET TO THE POINT OF BEGINNING; (2) THENCE NORTH 16'32'23" WEST 204.58 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; 3) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31'56'35" AN ARC DISTANCE OF 139.38 FEET TO A POINT OF REVERSE CURVATURE OF A 650.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; (4) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04'59'59" AN ARC DISTANCE OF 56.72 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 39'48'01" EAST 120.00 FEET; THENCE SOUTH 66'48'01" EAST 120.00 FEET; THENCE SOUTH 16'48'01" EAST 236.21 FEET; THENCE SOUTH 73'11'59" WEST 211.47 FEET THE EASTERLY LINE TRACT "E", INDIGO EAST SOUTH PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE HAVING OF A 544.36 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 03'55'59" AN ARC DISTANCE OF 37.37 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19'28'10"W, 37.36 FEET TO THE END OF SAID CURVE; THENCE NORTH 68'33'50" EAST 6.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.53 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: NOVEMBER, 9, 2018.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF INDIGO EAST PHASE I UNIT "GG".
- 6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

—¶— LINE BREAK

R/W RIGHT-OF-WAY CONC. CONCRETE

LS LAND SURVEYOR

LB LICENSED BUSINESS
NO NUMBER

Q CENTERLINE

P.C. POINT OF CURVATURE

P.I. POINT OF INTERSECTION

L ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE

CHANGE IN DIRECTION

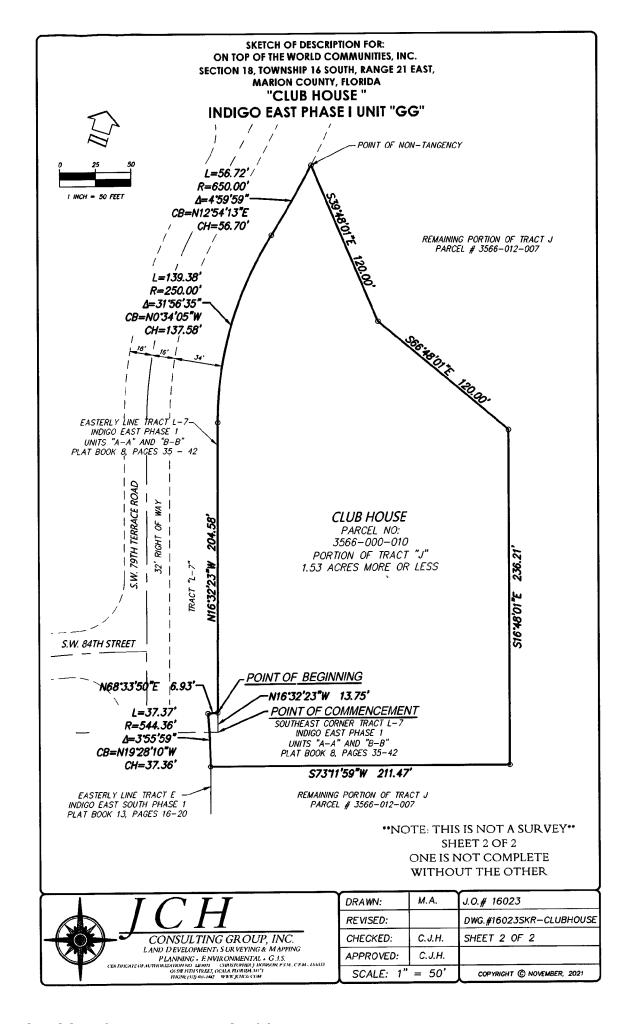
SURVEYOR'S CERTIFICATION:

HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP. INC.



DRAWN:	M.A.	J.O.# 16023
REVISED:		DWG.#16023SKR-CLUBHOUSE
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE:		COPYRIGHT © NOVEMBER, 2021



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 East College Avenue, Suite 700 Tallahassee, Florida 32301

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is executed as of this 2nd day of March, 2022, by and between INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose address is 219 E. Livingston Street, Orlando, Florida 32801 ("Grantor"), and ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 ("Grantee"). Grantor and Grantee are sometimes referred to individually as "Party," and collectively as "Parties."

WHEREAS, Grantor is the entity responsible for planning, acquiring, operating and maintaining community-wide improvements in the planned community known as Indigo East; and

WHEREAS, Grantor is owner of that certain real property located in Marion County, Florida, and more particularly described on <u>Exhibit "A"</u>, attached hereto and made a part hereof ("<u>Easement Area</u>"); and

WHEREAS, Grantee is the owner of that certain real property located in Marion County, Florida, and more particularly described on <u>Exhibit "B"</u>, attached hereto and made a part hereof ("<u>Grantee Property"</u>); and

WHEREAS, Grantee may in the future develop the Grantee Property, and reserves the right to so develop the Grantee Property as provided in the Amended and Restated Development Order approved by Marion County Board of County Commissioners on July 19, 2016 and amended on November 20, 2018, and as may be further amended from time to time, and any other permits obtained by Grantee from governmental entities as may be amended from time to time ("Development Rights"); and

WHEREAS, Grantee desires an easement over the Easement Area to ensure access to the Grantee Property via the intersection of SW 79th Terrace Road and SW 90th Street ("<u>Intersection</u>") for the benefit of Grantee and any other party the Grantee, at its sole discretion, may so authorize or assign.

NOW, THEREFORE, in consideration of the Grantee transferring title of the Easement Area to the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee hereby agree as follows:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- 2. <u>Grant of Easement</u>. Grantor does hereby create, grant, declare and convey to Grantee a non-exclusive, perpetual easement in, on, through, over, under, and across the Easement Area for purposes

- of: (a) any form of access, ingress and egress to Grantee's Property, and (b) improving the Easement Area to facilitate any form of access, ingress, and egress to Grantee's Property, and implementation of Grantee's Development Rights, including, but not limited to, improvement of the Easement Area with any form or type infrastructure, such as: utilities, telecommunications, stormwater management systems, landscaping, signage, turn lanes, pavement, pavement markings, sidewalks, curbs, and traffic control features, including a traffic signal at the Intersection, and appurtenances incidental or related thereto (collectively, "Improvements").
- 3. <u>Construction and Maintenance Easement</u>. Grantee shall have access over Grantor's property adjacent to the Easement Area for the purpose of improving, installing, maintaining, modifying, upgrading, improving, repairing, relocating, removing, and replacing Improvements in the Easement Area ("<u>Construction and Maintenance Easement</u>"). The Grantee shall be responsible for obtaining all necessary permits authorizing the installation or construction of Improvements within the Easement Area. Should any of Grantor's improvements within the Easement Area be damaged as a result of Grantee's construction of the Improvements, Grantee shall repair or replace Grantor's improvements in a manner that accommodates the construction of the Improvements. This Construction and Maintenance Easement shall apply to Grantee's agents, contractors, subcontractors, suppliers, consultants, employees and any director, officer, partner, member, manager, affiliate, subsidiary or mortgagee of the Grantee.
- 4. <u>Assignment</u>. Grantee shall have the absolute right, at its sole discretion, to assign any of its rights and obligations provided for herein to its agents, contractors, subcontractors, suppliers, consultants, employees and any director, officer, partner, member, manager, affiliate, subsidiary or mortgagee of the Grantee. Grantee may authorize these parties, or any party it deems necessary or desirable, to act on its behalf under the terms of this Easement.
- Construction Liens. No rights created herein in favor of Grantee with respect to the 5. Easement Area shall permit or empower Grantee to encumber the Easement Area with liens arising from Grantee's use of the Easement Area or installation, maintenance or repair of the Traffic Signal. In this regard, Grantee shall not suffer or permit any construction lien, mechanics' lien or similar lien (a "Construction Lien") to be placed upon or against the Easement Area and in the event any such Construction Lien attaches, Grantee cause such Construction Lien to be removed at Grantee's sole cost and expense within thirty (30) days after Grantor notifies Grantee of the existence of such Construction Lien. All Construction shall be subject to the prior approval of plans and specifications by Grantor, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall, at its sole cost and expense, and at no cost or expense to Grantor, obtain all permits required for work in the Easement Area and shall cause all work to be performed in a good and workmanlike manner in compliance with all applicable laws, regulations, codes, permits, and approvals. Grantor, at its sole cost and expense, and at no cost or expense to Grantee, shall cooperate with Grantee and shall execute all applications, permits, approvals and other documents as may be reasonably necessary or required with respect to Grantee's efforts to obtain all permits and approvals for Grantee's construction of improvements in connection with the Construction and Maintenance Easement and Easement Area and for Grantee's use and operation of the Construction and Maintenance Easement and Easement Area. Grantee shall exercise its rights hereunder at Grantee's sole risk and to the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes shall indemnify defend and hold Grantor, and Grantor's members, partners, affiliates, employees, contractors, agents, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, injury, damage, claim, liability, cost and expense (including without limitation, reasonable attorneys', paralegal and all other legal fees and costs including, but not limited to, costs related to any and all trial and appellate related expenses) that may be sustained by Grantor or Grantor's Indemnified Parties, caused by the use and exercise of the rights granted or activities contemplated in this Agreement, except to the extent caused by Grantor's negligence or misconduct. The obligations set forth in this Section shall survive any termination, cancellation, or rescission of this

Agreement or the rights granted hereby as to any pending or subsequent claim for indemnity under this Section that is based on an occurrence prior to the date of such termination, cancellation or rescission.

- 6. <u>Covenant Running With the Land</u>. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land herein described.
- 7. <u>Rules of Construction</u>. This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms of provisions herein. All references herein to the singular shall include the plural, and vice versa.
- 8. <u>Participation</u>. Each of the Parties have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties and shall be interpreted as if the Parties hereto jointly prepared it.
- 9. <u>Severability</u>. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10. <u>Amendment</u>. Except as set forth herein, this Agreement may not be modified or amended except by a written instrument recorded in the Official Records of Marion County, Florida.
- 11. <u>Authority</u>. Grantor and Grantee represent that each has the requisite legal authority to enter into and execute this Agreement and to perform all of the obligations and duties herein and the person executing this Agreement on behalf of Grantor and Grantee has the legal authority to enter into contracts and grant interests in real property on behalf of Grantor and Grantee.
- 12. Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Party under the provisions of this Agreement must be written and shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such Party, (ii) delivered by guaranteed overnight delivery service, or (iii) mailed, with the proper postage affixed, to the address of the Parties as provided below in accordance with the notice provisions hereof. Such notice, if mailed, shall be deemed received three (3) business days after the date of deposit in the U.S. mails, unless earlier received by the addressee. Any successor to Grantor or Grantee who becomes a successor in interest after the date on which notice is delivered personally or mailed shall be deemed to have received such notice if properly delivered in accordance with this Section.

If to Grantor: INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

219 E. Livingston St. Orlando, Florida 32801 Attn: Chairperson

If to Grantee: ON TOP OF THE WORLD COMMUNITIES, L.L.C.

8445 S.W. 80th Street Road

Ocala, Florida 34481 Attn: President Any of the Parties to this Agreement (or their successors in title or assigns) may change their address for purpose of notices permitted or required under this Agreement by providing the other Party or Parties with notice of a change of address in accordance with this Section, and no formal amendment to this Agreement will be required to effectuate such a change in address

- 13. <u>Public Records</u>. Grantor and Grantee acknowledge that all documents of any kind to be provided to both Grantor and Grantee in connection with this Agreement are public records and shall be treated as such pursuant to Chapter 119, Florida Statutes, or other applicable law.
- 14. <u>Insurance and Indemnity</u>. Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, with a combined single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.
- 15. Obligations of Grantor and Grantee. The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- 16. <u>Sovereign Immunity</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Grantor 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. If any provision that violates this Paragraph 16 shall be deemed void and shall be considered stricken from this Agreement.
- 17. Remedies. In the event of a breach of any of the terms and provisions of this Agreement, the non-breaching party shall have all remedies available under Florida law arising at law and in equity.
- 18. <u>Attorneys' Fees</u>. In the event of any dispute, litigation, or other proceeding between the parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding.
- 19. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in the Circuit Court in and for Marion County, Florida.
- 20. <u>Waiver of Jury Trial</u>. THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE

TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

21. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representative as of the date first above written.

WITNESSES:	GRANTOR:
Print Name: Kevin Real: Print Name: Patricia A. Soriano	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida By: Name: John M. Gysen Title: Chair or the Board of Supportsons
online notarization, this <u>Zne</u> day <u>John M. Gysen</u> , as <u>Cha</u> COMMUNITY DEVELOPMENT DISTRICT, a loc	before me by means of physical presence or of North physical
	NOTARY PUBLIC Print Name: My Commission Expires: My Commission Number: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

WITNESSES:	GRANTEE:
Print Name: Patricia A. Soriano Print Name: Racha Wagner	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company By: Name: Kenneth D. Colem. us ?500. Title: Presolent
online notarization, this <u>Zna</u> day <u>Kenneth D. Colen</u> , as <u>Pres</u> WORLD COMMUNITIES, L.L.C., a Florida limited	of March of ON TOP OF THE liability company, on behalf of the company. He/she
	NOTARY PUBLIC Print Name: My Commission Expires: My Commission Number: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350812 AN Comm Expires Ct 11 2022

Exhibit "A"

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, "INDIGO EAST SOUTH PHASE I"

DESCRIPTION:

A PORTION OF TRACTS A, C & 11 OF INDIGO EAST SOUTH PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20 INCLUSING, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANCE 21 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RANCE 21 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BECHNING AT THE S.W. CORNER OF TRACT N OF SAID PLAT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF S.W. 90TH STREET, N.90'00'00'W., 131.29 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID PLAT; THE FOLLOWING FOUR (4) COURSES: (1) N.00'00'00'T., 10.90 FEET TO THE BECSINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 43'57'44", AND A CHORD BEARING AND DISTANCE OF N.23'35'59'E., 23.96 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AD DISTANCE OF 24.55 FEET TO THE END OF SAID CURVE; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND A CHORD BEARING AND DISTANCE OF N.03'10'17'E., 126.16 FEET; (4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE; AND A CHORD BEARING AND DISTANCE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF THE SAID CURVE THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND EASTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE, AND EASTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, SAID POINT BEING ON A NON-HANCENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF THE ARC OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF BOUND EXPANDED OF SAID PLAT, A DISTANCE OF THE SAID PLAT, A DISTANCE OF BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF BASING ON THE ARC OF SAID CURVE,

NOTES:

- DATE OF SKETCH: NOVEMBER 8, 2021. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD. UNLESS OTHERWISE SHOWN, UNDERCROUND IMPROVEMENTS NOT LOCATED.

- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
 BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION

LEGEND:

SQ. FT. SOUARE FEE!

AC. ACRES

LAND SURVEYOR LS

L8 LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

R RADIUS

DELTA (CENTRAL ANGLE) Á

CB CHORD BEARING CHORD DISTANCE CH

CHANGE IN DIRECTION

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
51–17.050-152, FLORIDA ADMINISTRATIVE COOF, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JOH CONSULTING CROUP, INC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVEYING & MAPPING PLANNING + FINVIR ONMENTAL + G.I.S. ROKIZATIONNO, 18801 — CHRSTOMER, HOWSON, P.S.M., C.P.M. 15 MIST

DRAWN:	C.J.H.	J.O.# 15285			
REVISED:		DWG.#15885SK(INGRESS PH1)			
CHECKED:	C.J.H.	SHEET 1 OF 2			
APPROVED:	C.J.H.	INGRESS PHASE 1			
SCALE:	_	COPYRIGHT © NOVEMBER, 2021			

Exhibit "A"

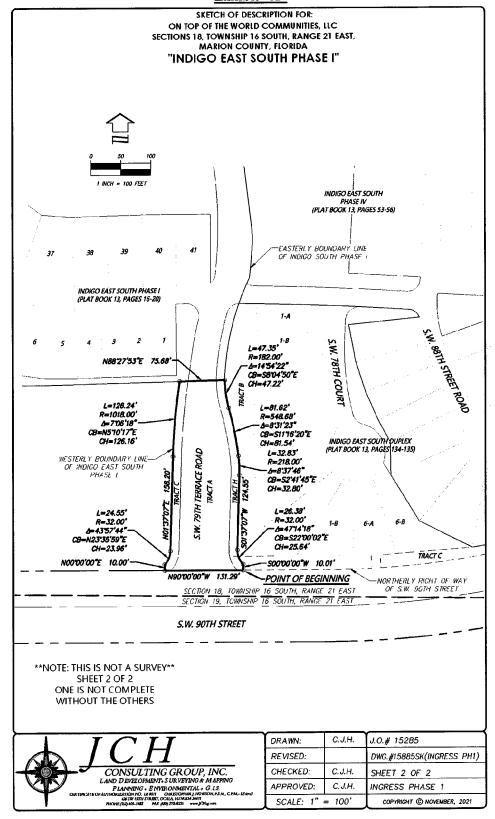


Exhibit "B"

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, INC SECTION 18 , TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH" COMMERCIAL

DESCRIPTION:

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, ALSO A PORTION OF CIRCLE SQUARE WOODS, ACCURDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 'P', PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLGRIDA, BEING MORE PARTIGULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE WESTERLY MOST CORNER OF TRACT "C" OF INDIGO EAST SOUTH PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID TRACT "C" THE FOLLOWING SIX (6) COURSES, 1.) N.90'00'00"E., 553.74 FEET; 2.) THENCE N.88'27'53"E., 228.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,018.00 FEET, A CENTRAL ANGLE OF 07'06'18", AND A CHORD BEARING AND DISTANCE OF S.05'10'17"W., 126.16 FEET, 3.) THENCE S.01'37'07"W., 158.20 FEET TO A POINT OF CURVE, A DISTANCE OF 126.24 FEET TO THE END OF CURVE; 4.) THENCE S.01'37'07"W., 158.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 435744", AND A CHORD BEARING AND DISTANCE OF 5.233559"W, 23.96 FEET; 5.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.55 FEET TO A POINT OF TANGENCY; 6.) THENCE S.00'00'00" W., 10.00 FEET TO THE NORTHERLY RIGHT OF WAY OF S.W. 90TH STREET (HAVING A 120 FOOT WIDTH); THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES, 1.) N.90'00'00"W., 705.98 FEET; 2.) THENCE N. 40'35'27"W, 81.89 FEET TO THE EASTERLY RIGHT OF WAY OF S.W. 80TH AVENUE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, N.00'40'26"E., 247.45 FEET TO THE POINT OF BECKNING SAID LANDS CONTAINING 5.46 ACCESS MORE OR LESS. THE POINT OF BEGINNING. SAID LANDS CONTAINING 5.46 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: JUNE 10, 2019.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD. UNLESS OTHERWISE SHOWN, UNDERCROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'39'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS
 PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

- LINE BREAK R/W RIGHT-OF-WAY

CONC. CONCRETE LAND SURVEYOR LICENSED BUSINESS IR

NUMBER NO.

CENTERLINE

P.C. POINT OF CURVATURE

POINT OF INTERSECTION ARC LENGTH

R RADIUS

DELTA (CENTRAL ANGLE) Δı

CHORD BEARING CBCH

CHORD DISTANCE CHANGE IN DIRECTION **NOTE: THIS IS NOT A SURVEY** SHEET 1OF 1 ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA
BOARD OF PROTESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
51-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

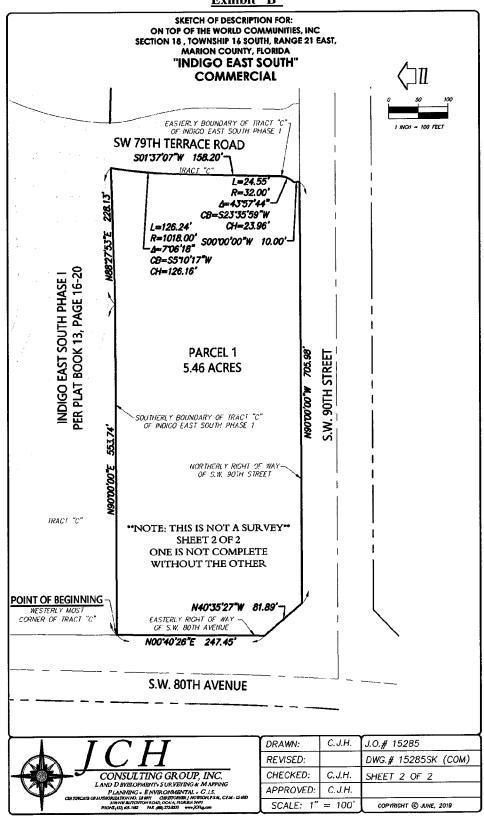
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 655J OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGHARURE AND THE CRICARAL RAISED SFAL OF A FLORIDA LICTUSED SURVEYOR AND HAPPED

CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVBYING & MAPPING P LANNING + E NYIR CNMBNTAL + G.I.S. UTHERIZATIONNO. 13 807 CIRISTOPIER J HOWSON PSM., CPM-15 663 318 NW BUTCHTON ROM, OCHE ROMDA 1473 PHORE, 30, 8142 RO. 28, 872-233 WYC/Cikgoos

DRAWN:	C.J.H.	J.O.# 15285			
REVISED:		DWG.# 15285SK (COM)			
CHECKED:	C.J.H.	SHEET 1 OF 2			
APPROVED:	C.J.H.				
SCALE: 1" = 100'		COPYRIGHT (© JUNE, 2019			

Exhibit "B"



#10363767 v1

PREPARED BY AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301

Purchase Price: \$10.00 Documentary Stamps: \$.70

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

QUITCLAIM DEED

THIS QUITCLAIM DEED ("<u>Deed</u>"), made this 2nd day of March, 2022, from **ON TOP OF THE WORLD COMMUNITIES**, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 (the "<u>Grantor</u>"), to INDIGO EAST COMMUNITY **DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee and the assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the following described real property located and situate in Marion County, Florida ("Property"), to wit:

Tracts "C" and "H," Indigo East South Phase I, according to the plat thereof recorded in Plat Book 13, Page 16, of the Public Records of Marion County, Florida, less and except the land described on **Exhibit A** attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2022 and thereafter.

TO HAVE AND TO HOLD the same, together with all appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

ON TOP OF THE WORLD, COMMUNITIES, L.L.C., a Florida limited liability company

By:

KENNETH D. COLEN

Title: President

The foregoing instrument was acknowledged before me by means of E physical presence or online notarization this Zalday of Macrol 2023, by Kenneth D. Colen, the President of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of said entity. He is E personally known to me or has produced as identification.

PATRICIA A. SORIANO
Notary Public - State of Florida
Commission = GG 350851
My Comm. Expires Oct 11, 2023
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTIONS 13 & 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE I"

DESCRIPTION:

A PORTION OF TRACT C OF INDIGO EAST SOUTH PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTIONS 13 & 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF TRACT C OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, S.85'46'33"E., A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY, S.01'42'34"W., A DISTANCE OF 1050.16 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LOT 19 OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY, S.18'09'34"W., A DISTANCE OF 17.51 FEET TO THE S.W. CORNER OF SAID LOT 19; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID LOT 19, ALONG THE WESTERLY BOUNDARY OF LOT 18 OF SAID PLAT, S.33'17'14"E., A DISTANCE OF 8.64 FEET; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID LOT 18, S.01'42'34"W., A DISTANCE OF 22.65 FEET; THENCE S.00'40'26"W., A DISTANCE OF 635.21 FEET TO A POINT ON THE SOUTH BOUNDARY OF AFOREMENTIONED TRACT C; THENCE ALONG SOUTH BOUNDARY OF TRACT C OF SAID PLAT, N.90'00'00"W., A DISTANCE OF 25.00 FEET TO THE S.W. CORNER OF TRACT C OF SAID PLAT, THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT, N.00'40'26"E., A DISTANCE OF 635.73 FEET; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY, N.01'42'34"E., A DISTANCE OF 1098.00 FEET TO THE POINT OF BEGINNING. CONTAINING 43,261 SQUARE FEET OR 0.99 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: OCTOBER 14, 2021.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- 4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- 5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 3
ONE IS NOT COMPLETE WITHOUT THE OTHERS
SEE SHEET 2 OF 3 FOR SKETCH

LEGEND:

SQ. FT. SQUARE FEET

AC. ACRES

LS LAND SURVEYOR

LB LICENSED BUSINESS

NO. NUMBER

L ARC LENGTH

R RADIUS

Δ DELTA (CENTRAL ANGLE)

CB CHORD BEARING

CH CHORD DISTANCE
O CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

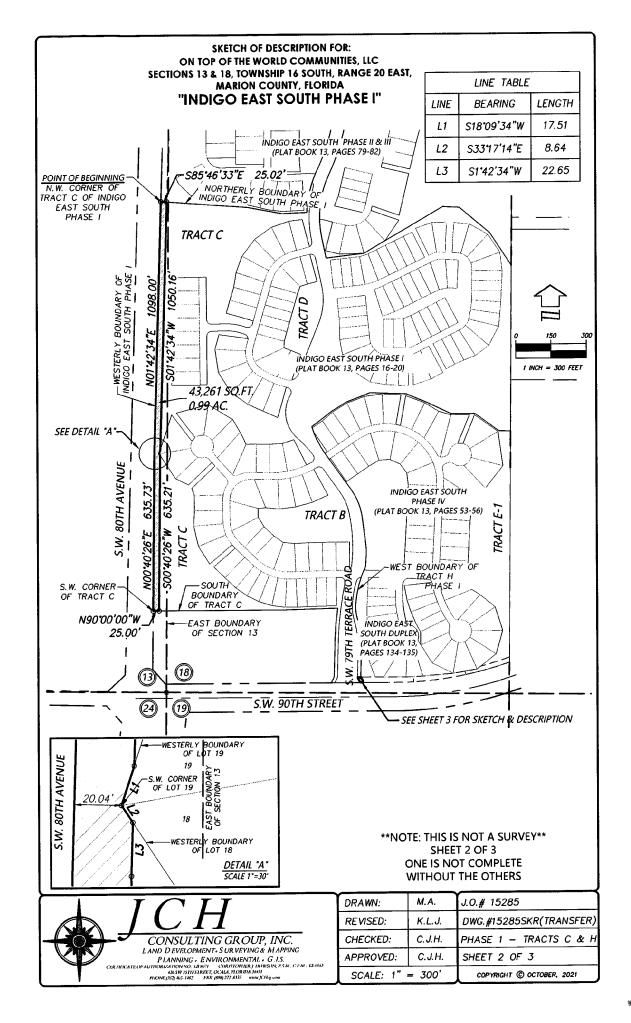
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.— LS 6553 OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DRAWN:	K.L.J.	J.O.# 15285				
REVISED:		DWG.#15285SKR(TRANSFER)				
CHECKED:	C.J.H.	PHASE 1 - TRACTS C & H				
APPROVED:	C.J.H.	SHEET 1 OF 3				
SCALE:	_	COPYRIGHT © OCTOBER, 2021				

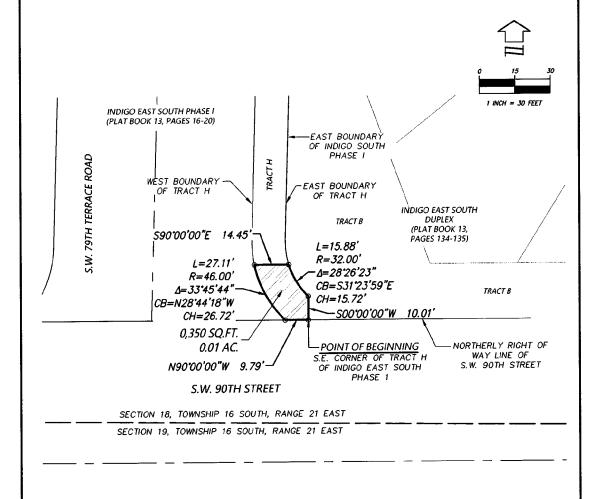


SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH PHASE I"

DESCRIPTION:

A PORTION OF TRACT H OF INDIGO EAST SOUTH PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF TRACT H OF SAID PLAT; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 90TH STREET, N.90'00'00"W., A DISTANCE OF 9.79 FEET TO A POINT ON THE WEST BOUNDARY OF SAID TRACT H; SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 46.00 FEET, A CENTRAL ANGLE OF 33'45'44" AND A CHORD BEARING AND DISTANCE OF N.28'44'18"W., 26.72 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND WEST BOUNDARY, A DISTANCE OF 27.11 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE WEST BOUNDARY OF TRACT H OF SAID PLAT, S.90'00'00"E. A DISTANCE OF 14.45 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT H OF SAID PLAT, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 28'26'23" AND A CHORD BEARING AND DISTANCE OF S.31'23'59"E., 15.72 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND EAST BOUNDARY, A DISTANCE OF 15.88 FEET TO END OF SAID CURVE; THENCE CONTINUE ALONG THE EAST BOUNDARY, A DISTANCE OF 15.88 FEET TO END OF SAID CURVE; THENCE CONTINUE ALONG THE EAST BOUNDARY, THE FEET OR 0.01 ACRES, MORE OR LESS.



NOTE: THIS IS NOT A SURVEY SHEET 3 OF 3 ONE IS NOT COMPLETE WITHOUT THE OTHERS



DRAWN:	M.A.	J.O.# 15285				
REVISED:	K.L.J.	DWG.#15285SKR(TRANSFER)				
CHECKED:	C.J.H.	PHASE 1 - TRACTS C & H				
APPROVED:	C.J.H.	SHEET 3 OF 3				
SCALE: 1" = 30'		COPYRIGHT © OCTOBER, 2021				

SECTION C

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT THE RECORDING ORDER WITH RESPECT TO VARIOUS QUIT-CLAIM DEEDS RELATED TO THE SUBJECT PROPERTY DESCRIBED HEREIN. THIS INSTRUMENT IS OTHERWISE IDENTICAL TO THE DOCUMENT RECORDED UNDER OFFICAL RECORDS BOOK 7717, PAGES 1096-1106, PUBLIC RECORDS OF MARION COUNTY, FLORIDA. THIS INSTRUMENT PREPARED BY

AND RETURN TO:

Reggie L. Bouthillier, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 East College Avenue, Suite 700 Tallahassee, Florida 32301

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is executed as of this 2nd day of March, 2022, by and between INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose address is 219 E. Livingston Street, Orlando, Florida 32801 ("Grantor"), and ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose mailing address is 8445 SW 80th Street, Ocala, Florida 34481 ("Grantee"). Grantor and Grantee are sometimes referred to individually as "Party," and collectively as "Parties."

WHEREAS, Grantor is the entity responsible for planning, acquiring, operating and maintaining community-wide improvements in the planned community known as Indigo East; and

WHEREAS, Grantor is owner of that certain real property located in Marion County, Florida, and more particularly described on <u>Exhibit "A"</u>, attached hereto and made a part hereof ("<u>Easement Area</u>"); and

WHEREAS, Grantee is the owner of that certain real property located in Marion County, Florida, and more particularly described on <u>Exhibit "B"</u>, attached hereto and made a part hereof ("<u>Grantee Property"</u>); and

WHEREAS, Grantee may in the future develop the Grantee Property, and reserves the right to so develop the Grantee Property as provided in the Amended and Restated Development Order approved by Marion County Board of County Commissioners on July 19, 2016 and amended on November 20, 2018, and as may be further amended from time to time, and any other permits obtained by Grantee from governmental entities as may be amended from time to time ("Development Rights"); and

WHEREAS, Grantee desires an easement over the Easement Area to ensure access to the Grantee Property via the intersection of SW 79th Terrace Road and SW 90th Street ("<u>Intersection</u>") for the benefit of Grantee and any other party the Grantee, at its sole discretion, may so authorize or assign.

NOW, THEREFORE, in consideration of the Grantee transferring title of the Easement Area to the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee hereby agree as follows:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- 2. <u>Grant of Easement</u>. Grantor does hereby create, grant, declare and convey to Grantee a non-exclusive, perpetual easement in, on, through, over, under, and across the Easement Area for purposes

- of: (a) any form of access, ingress and egress to Grantee's Property, and (b) improving the Easement Area to facilitate any form of access, ingress, and egress to Grantee's Property, and implementation of Grantee's Development Rights, including, but not limited to, improvement of the Easement Area with any form or type infrastructure, such as: utilities, telecommunications, stormwater management systems, landscaping, signage, turn lanes, pavement, pavement markings, sidewalks, curbs, and traffic control features, including a traffic signal at the Intersection, and appurtenances incidental or related thereto (collectively, "Improvements").
- 3. <u>Construction and Maintenance Easement</u>. Grantee shall have access over Grantor's property adjacent to the Easement Area for the purpose of improving, installing, maintaining, modifying, upgrading, improving, repairing, relocating, removing, and replacing Improvements in the Easement Area ("<u>Construction and Maintenance Easement</u>"). The Grantee shall be responsible for obtaining all necessary permits authorizing the installation or construction of Improvements within the Easement Area. Should any of Grantor's improvements within the Easement Area be damaged as a result of Grantee's construction of the Improvements, Grantee shall repair or replace Grantor's improvements in a manner that accommodates the construction of the Improvements. This Construction and Maintenance Easement shall apply to Grantee's agents, contractors, subcontractors, suppliers, consultants, employees and any director, officer, partner, member, manager, affiliate, subsidiary or mortgagee of the Grantee.
- 4. <u>Assignment</u>. Grantee shall have the absolute right, at its sole discretion, to assign any of its rights and obligations provided for herein to its agents, contractors, subcontractors, suppliers, consultants, employees and any director, officer, partner, member, manager, affiliate, subsidiary or mortgagee of the Grantee. Grantee may authorize these parties, or any party it deems necessary or desirable, to act on its behalf under the terms of this Easement.
- Construction Liens. No rights created herein in favor of Grantee with respect to the 5. Easement Area shall permit or empower Grantee to encumber the Easement Area with liens arising from Grantee's use of the Easement Area or installation, maintenance or repair of the Traffic Signal. In this regard, Grantee shall not suffer or permit any construction lien, mechanics' lien or similar lien (a "Construction Lien") to be placed upon or against the Easement Area and in the event any such Construction Lien attaches, Grantee cause such Construction Lien to be removed at Grantee's sole cost and expense within thirty (30) days after Grantor notifies Grantee of the existence of such Construction Lien. All Construction shall be subject to the prior approval of plans and specifications by Grantor, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall, at its sole cost and expense, and at no cost or expense to Grantor, obtain all permits required for work in the Easement Area and shall cause all work to be performed in a good and workmanlike manner in compliance with all applicable laws, regulations, codes, permits, and approvals. Grantor, at its sole cost and expense, and at no cost or expense to Grantee, shall cooperate with Grantee and shall execute all applications, permits, approvals and other documents as may be reasonably necessary or required with respect to Grantee's efforts to obtain all permits and approvals for Grantee's construction of improvements in connection with the Construction and Maintenance Easement and Easement Area and for Grantee's use and operation of the Construction and Maintenance Easement and Easement Area. Grantee shall exercise its rights hereunder at Grantee's sole risk and to the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes shall indemnify defend and hold Grantor, and Grantor's members, partners, affiliates, employees, contractors, agents, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, injury, damage, claim, liability, cost and expense (including without limitation, reasonable attorneys', paralegal and all other legal fees and costs including, but not limited to, costs related to any and all trial and appellate related expenses) that may be sustained by Grantor or Grantor's Indemnified Parties, caused by the use and exercise of the rights granted or activities contemplated in this Agreement, except to the extent caused by Grantor's negligence or misconduct. The obligations set forth in this Section shall survive any termination, cancellation, or rescission of this

Agreement or the rights granted hereby as to any pending or subsequent claim for indemnity under this Section that is based on an occurrence prior to the date of such termination, cancellation or rescission.

- 6. <u>Covenant Running With the Land</u>. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land herein described.
- 7. <u>Rules of Construction</u>. This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms of provisions herein. All references herein to the singular shall include the plural, and vice versa.
- 8. <u>Participation</u>. Each of the Parties have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties and shall be interpreted as if the Parties hereto jointly prepared it.
- 9. <u>Severability</u>. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10. <u>Amendment</u>. Except as set forth herein, this Agreement may not be modified or amended except by a written instrument recorded in the Official Records of Marion County, Florida.
- 11. <u>Authority</u>. Grantor and Grantee represent that each has the requisite legal authority to enter into and execute this Agreement and to perform all of the obligations and duties herein and the person executing this Agreement on behalf of Grantor and Grantee has the legal authority to enter into contracts and grant interests in real property on behalf of Grantor and Grantee.
- 12. Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Party under the provisions of this Agreement must be written and shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such Party, (ii) delivered by guaranteed overnight delivery service, or (iii) mailed, with the proper postage affixed, to the address of the Parties as provided below in accordance with the notice provisions hereof. Such notice, if mailed, shall be deemed received three (3) business days after the date of deposit in the U.S. mails, unless earlier received by the addressee. Any successor to Grantor or Grantee who becomes a successor in interest after the date on which notice is delivered personally or mailed shall be deemed to have received such notice if properly delivered in accordance with this Section.

If to Grantor: INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

219 E. Livingston St. Orlando, Florida 32801 Attn: Chairperson

If to Grantee: ON TOP OF THE WORLD COMMUNITIES, L.L.C.

8445 S.W. 80th Street Road

Ocala, Florida 34481 Attn: President Any of the Parties to this Agreement (or their successors in title or assigns) may change their address for purpose of notices permitted or required under this Agreement by providing the other Party or Parties with notice of a change of address in accordance with this Section, and no formal amendment to this Agreement will be required to effectuate such a change in address

- 13. <u>Public Records</u>. Grantor and Grantee acknowledge that all documents of any kind to be provided to both Grantor and Grantee in connection with this Agreement are public records and shall be treated as such pursuant to Chapter 119, Florida Statutes, or other applicable law.
- 14. <u>Insurance and Indemnity</u>. Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, with a combined single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.
- 15. Obligations of Grantor and Grantee. The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- 16. <u>Sovereign Immunity</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Grantor 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. If any provision that violates this Paragraph 16 shall be deemed void and shall be considered stricken from this Agreement.
- 17. Remedies. In the event of a breach of any of the terms and provisions of this Agreement, the non-breaching party shall have all remedies available under Florida law arising at law and in equity.
- 18. <u>Attorneys' Fees</u>. In the event of any dispute, litigation, or other proceeding between the parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding.
- 19. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in the Circuit Court in and for Marion County, Florida.
- 20. <u>Waiver of Jury Trial</u>. THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE

TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

21. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representative as of the date first above written.

WITNESSES:	GRANTOR:
Print Name: Kevin Real: Print Name: Patricia A. Soriano	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida By: Name: John M. Cystal Title: Charg of the Board of Supportsons
online notarization, this <u>Zne</u> day <u>John M. Gysen</u> , as <u>Cha</u> COMMUNITY DEVELOPMENT DISTRICT, a loc	before me by means of physical presence or of North by by of INDIGO EAST all unit of special-purpose government organized and half of the district. He/she is personally known to as identification.
	NOTARY PUBLIC Print Name: My Commission Expires: My Commission Number: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

WITNESSES:	GRANTEE:
Print Name: Patricia A. Soriano Print Name: Bacha Wagon e	ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company By: Name: Kenneth D. Colen, us ?500. Title: Press lent
online notarization, this <u>znd</u> day	before me by means of physical presence or of March, 2021, by of ON TOP OF THE liability company, on behalf of the company. He/she
is personally known to me or has produced	as identification. Sulvanue Source NOTARY PUBLIC Print Name:
	My Commission Expires: My Commission Number: PATRICIA A. SORIANO Notary Public - State of Florida Commission # GG 350851 My Comm. Expires Oct 11, 2023 Bonded through National Notary Assn.

Exhibit "A"

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, LLC SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, "INDIGO EAST SOUTH PHASE I"

DESCRIPTION:

A PORTION OF TRACTS A, C & 11 OF INDIGO EAST SOUTH PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20 INCLUSING, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING IN SECTION 18, TOWNSHIP 16 SOUTH, RANCE 21 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RANCE 21 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BECHNING AT THE S.W. CORNER OF TRACT N OF SAID PLAT; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF S.W. 90TH STREET, N.90'00'00'W., 131.29 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID PLAT; THE FOLLOWING FOUR (4) COURSES: (1) N.00'00'00'T., 10.90 FEET TO THE BECSINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 43'57'44", AND A CHORD BEARING AND DISTANCE OF N.23'35'59'E., 23.96 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AD DISTANCE OF 24.55 FEET TO THE END OF SAID CURVE; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND A CHORD BEARING AND DISTANCE OF N.03'10'17'E., 126.16 FEET; (4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.24 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE; AND A CHORD BEARING AND DISTANCE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF THE SAID CURVE THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND EASTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE, AND EASTERLY BOUNDARY, N.89'27'53'E., 75.68 FEET TO THE END OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, SAID POINT BEING ON A NON-HANCENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF THE ARC OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF BOUND EXPANDED OF SAID PLAT, A DISTANCE OF THE SAID PLAT, A DISTANCE OF BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF SAID CURVE, AND EASTERLY BOUNDARY OF SAID PLAT, A DISTANCE OF BASING ON THE ARC OF SAID CURVE,

NOTES:

- DATE OF SKETCH: NOVEMBER 8, 2021. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD. UNLESS OTHERWISE SHOWN, UNDERCROUND IMPROVEMENTS NOT LOCATED.

- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
 BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'29'E., ALONG THE NORTH BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. (NOT SHOWN)
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION

LEGEND:

SQ. FT. SOUARE FEE!

AC. ACRES

LAND SURVEYOR LS

L8 LICENSED BUSINESS

NO. NUMBER

ARC LENGTH

R RADIUS

DELTA (CENTRAL ANGLE) Á

CB CHORD BEARING CHORD DISTANCE CH

CHANGE IN DIRECTION

NOTE: THIS IS NOT A SURVEY SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
51–17.050-152, FLORIDA ADMINISTRATIVE COOF, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553 OF JOH CONSULTING CROUP, INC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DRAWN:	C. J.H.	J.O.# 15285			
REVISED:		DWG.#15885SK(INGRESS PH1)			
CHECKED:	C.J.H.	SHEET 1 OF 2			
APPROVED:	C.J.H.	INGRESS PHASE 1			
SCALE:	-	COPYRIGHT © NOVEMBER, 2021			

Exhibit "A"

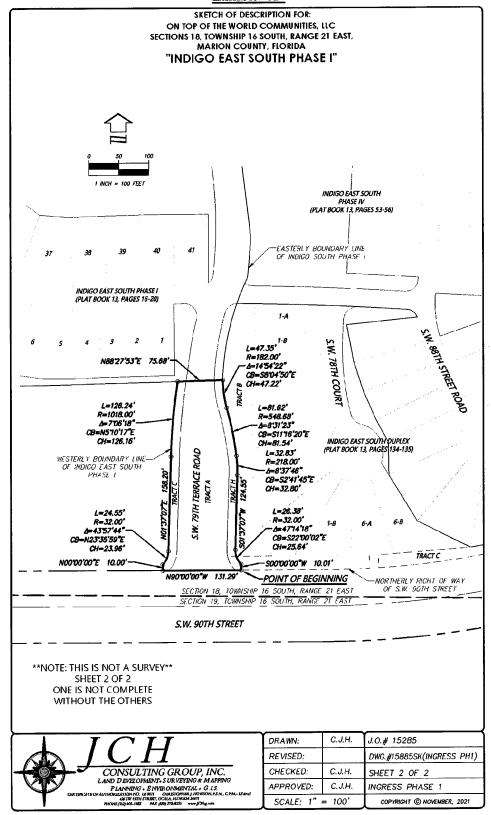


Exhibit "B"

SKETCH OF DESCRIPTION FOR: ON TOP OF THE WORLD COMMUNITIES, INC SECTION 18 , TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA "INDIGO EAST SOUTH" COMMERCIAL

DESCRIPTION:

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, ALSO A PORTION OF CIRCLE SQUARE WOODS, ACCURDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 'P', PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLGRIDA, BEING MORE PARTIGULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE WESTERLY MOST CORNER OF TRACT "C" OF INDIGO EAST SOUTH PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 THROUGH 20, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID TRACT "C" THE FOLLOWING SIX (6) COURSES, 1.) N.90'00'00"E., 553.74 FEET; 2.) THENCE N.88'27'53"E., 228.13 FEET TO THE BEGINNING OF A (6) CURSES, 1.) N. 90 UO E., 32.74 FEEL, 4. AVING A. RADIUS OF 1,018.00 FEET, A CENTRAL ANGLE OF 07'06'18", AND A CHORD BEARING AND DISTANCE OF S.05'10'17"W., 126.16 FFET; 3.) THENCE S.01'37'07"W., 158.20 FEET TO A POINT OF CURVE, 4.) THENCE S.01'37'07"W., 158.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 435744", AND A CHORD BEARING AND DISTANCE OF 5.233559"W, 23.96 FEET; 5.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.55 FEET TO A POINT OF TANGENCY; 6.) THENCE S.00'00'00" W., 10.00 FEET TO THE NORTHERLY RIGHT OF WAY OF S.W. 90TH STREET (HAVING A 120 FOOT WIDTH); THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES, 1.) N.90'00'00"W., 705.98 FEET; 2.) THENCE N. 40'35'27"W, 81.89 FEET TO THE EASTERLY RIGHT OF WAY OF S.W. 80TH AVENUE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, N.00'40'26"E., 247.45 FEET TO THE POINT OF BECKNING SAID LANDS CONTAINING 5.46 ACCESS MORE OR LESS. THE POINT OF BEGINNING. SAID LANDS CONTAINING 5.46 ACRES, MORE OR LESS.

NOTES:

- DATE OF SKETCH: JUNE 10, 2019.
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD. UNLESS OTHERWISE SHOWN, UNDERCROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.89'50'39'E., ALONG THE NORTH
- BOUNDARY OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
 ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS
 PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

LEGEND:

- LINE BREAK R/W RIGHT-OF-WAY

CONC. CONCRETE LAND SURVEYOR LICENSED BUSINESS IR

NUMBER NO.

CENTERLINE

P.C. POINT OF CURVATURE

POINT OF INTERSECTION ARC LENGTH

R RADIUS

DELTA (CENTRAL ANGLE) Δı

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NOTE: THIS IS NOT A SURVEY SHEET 1OF 1 ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA
BOARD OF PROTESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
51-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

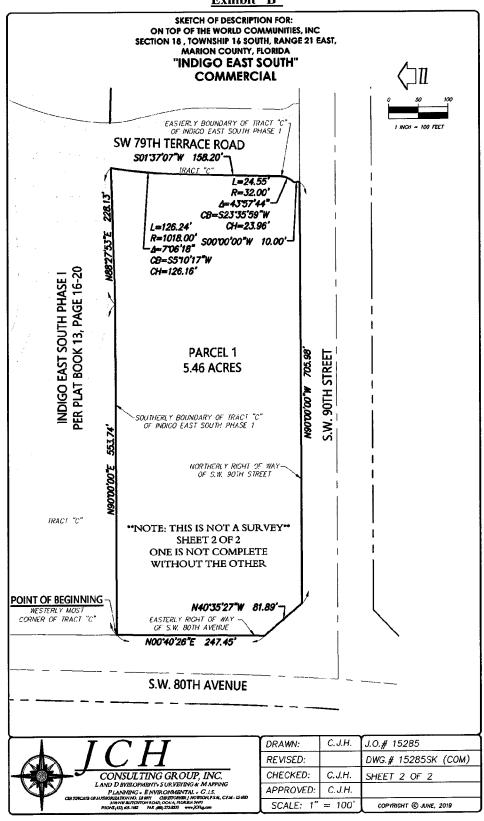
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 655J OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGHARURE AND THE CRICARAL RAISED SFAL OF A FLORIDA LICTUSED SURVEYOR AND HAPPED

CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVBYING & MAPPING P LANNING + E NYIR CNMBNTAL + G.I.S. UTHERIZATIONNO. 13 807 CIRISTOPIER J HOWSON PSM., CPM-15 663 318 NW BUTCHTON ROM, OCHE ROMDA 1473 PHORE, 30, 8142 RO. 28, 872-233 WYC/Cikgoos

DRAWN:	C.J.H.	J.O.# 15285			
REVISED:		DWG.# 15285SK (COM)			
CHECKED:	C.J.H.	SHEET 1 OF 2			
APPROVED:	C.J.H.				
SCALE: 1" = 100'		COPYRIGHT (© JUNE, 2019			

Exhibit "B"



#10363767 v1

SECTION IX

SECTION A

RESOLUTION NO. 2022 – 03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING AND APPROVING THE ISSUANCE AND SALE OF ITS INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT (MARION COUNTY, FLORIDA) WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000 (THE "SERIES 2022A BONDS") FOR THE PURPOSE OF REFINANCING ON A CURRENT BASIS THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT WATER AND SEWER REVENUE BONDS, SERIES 2011; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT ("BAY LAUREL CENTER CDD") AND A SERIES 2022A SUPPLEMENTAL TRUST INDENTURE TO THE TRUST INDENTURE. DATED AS OF **OCTOBER** 1, 2011 **BETWEEN** BAY LAUREL **CENTRAL** CDD AND U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, (COLLECTIVELY, THE "TRUST INDENTURE"), TRUSTEE SECURING THE SERIES 2022A BONDS: PROVIDING THAT SUCH SERIES 2022A BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT OR OF BAY LAUREL CENTER CDD, MARION COUNTY, FLORIDA, THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM PLEDGED REVENUES PLEDGED UNDER THE TRUST INDENTURE; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH SERIES 2022A BONDS; AND PROVIDING FOR OTHER RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Indigo East Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 02-26 duly enacted by the Board of County Commissioners of Marion County, Florida (the "County"), on November 5, 2002 and effective on November 12; and

WHEREAS, the Bay Laurel Center Community Development District ("Bay Laurel Center CDD") is also a local unit of special-purpose government organized and existing in accordance with the Act, created by Ordinance No. 02-11 duly enacted by the County, enacted on May 7, 2002, as amended by County Ordinance No. 04-10 enacted on May 4, 2004; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside of its jurisdiction; and

WHEREAS, Bay Laurel Center CDD has entered into that certain Interlocal Agreement with Marion County, Florida, dated as of May 4, 2004, as amended and restated as of July 19, 2016, as may be further amended (the "Marion County Interlocal Agreement"), under the terms of

which Bay Laurel Center CDD provides Utility Services and Utility Systems to residents of Marion County in non-CDD areas within the OTOW Utility Service Area as more particularly described in the Marion County Interlocal Agreement (the "County Service Area"); and

WHEREAS, Bay Laurel Center CDD has entered into that certain Interlocal Agreement with the Candler Hills East Community Development District (the "Candler CDD"), dated as of April 7, 2003 (the "Candler Interlocal Agreement"), under the terms of which the District operates and manages the Utilities System within the Candler CDD, as more particularly described in the Candler Interlocal Agreement (the "Candler Service Area,"); and

WHEREAS, Bay Laurel Center CDD has entered into that certain Interlocal Agreement with the District, dated as of April 7, 2003 (the "Indigo Interlocal Agreement"), under the terms of which Bay Laurel Center CDD operates and manages the Utilities System within the District, as more particularly described in the Indigo Interlocal Agreement (the "Indigo Service Area, and, together with the County Service Area and the Candler Service Area, the "External Service Area"); and

WHEREAS, pursuant to that certain Water and Sewer System and Reuse Water System Sublease/Option to Purchase Agreement by and among the District and On Top of the World Communities, Inc. and Sidney Colen & Associates, Ltd. (the "Prior Owners") dated as of October 12, 2010 (the "Sublease/Option Agreement"), Bay Laurel Center CDD exercised its option to acquire, enlarge, extend, improve, operate and maintain certain potable water supply and treatment facilities (the "Water System"), wastewater treatment and disposal facilities (the "Wastewater System"), reuse water facilities (the "Reuse System") and various transmission, distribution and collection system facilities and ancillary facilities related thereto (together with the Water System, Wastewater System and Reuse System, the "Utilities System") to provide water, sewer and reuse water services to the District and the External Service Area (collectively, the "2011 Project"); and

WHEREAS, Bay Laurel Center CDD has heretofore issued \$38,970,000 aggregate principal amount of its Bay Laurel Center Community Development District (Marion County, Florida) Water and Sewer Revenue Bonds, Series 2011 (the "Series 2011 Bonds"), to finance portions of the 2011 Project pursuant to that certain Trust Indenture, dated as of October 1, 2011 (the "Bay Laurel Trust Indenture") between Bay Laurel Center CDD and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as Trustee (the "Trustee"); and

WHEREAS, \$30,465,000 in aggregate principal amount of Series 2011 Bonds are currently outstanding, which Bay Laurel Center CDD wishes to refund; and

WHEREAS, subsequent to the issuance of the Series 2011 Bonds on a tax -exempt basis by Bay Laurel Center CDD, the Internal Revenue Service has determined that community development districts without a sufficient number of residents who are qualified electors, such as Bay Laurel Center CDD, may not issue municipal bonds, the interest on which is excludable from gross income for Federal income tax purposes; and

WHEREAS, Bay Laurel Center CDD, whose Board of Supervisors is elected by landowners rather than residents who are qualified electors, has determined that refunding the Series 2011 Bonds on a taxable basis is not cost effective, and has therefore requested that the District, whose Board of Supervisors is elected by residents who are qualified electors, issue tax-exempt refunding bonds, the interest on which would be excludable from gross income for Federal income tax purposes, in order to refund the Series 2011 Bonds on a current basis; and

WHEREAS, such refunding bonds would be secured under the Bay Laurel Trust Indenture to the extent and as though they were issued by Bay Laurel Center CDD; and

WHEREAS, to induce the District to undertake the issuance of such refunding bonds on behalf of Bay Laurel Center CDD, Bay Laurel Center CDD has proposed that the District and Bay Laurel Center CDD enter into an interlocal agreement (the "Interlocal Agreement") to ensure that the District can issue its bonds and secure their payment under the Bay Laurel Trust Indenture, and that all costs, fees, liabilities and risks associated with the issuance of such refunding bonds are assumed and fully covered by Bay Laurel Center CDD; and

WHEREAS, the District wishes to authorize the issuance of its Indigo East Community Development District (Marion County, Florida) Water and Sewer Revenue Refunding Bonds, Series 2022A (the "Series 2022A Bonds"), in an amount not to exceed \$35,000,000, the proceeds of which, together with other legally available funds held under the Bay Laurel Trust Idnenture, will be used as set forth in a subsequent resolution to be adopted by this Board, and as more specifically described in a Series 2022A Supplemental Trust Indenture, the form of which is to be attached hereto; and

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, to issue the Series 2022A Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Series 2022A Bonds and to provide for the judicial validation of the Bonds in the Circuit Court for Marion County pursuant to Section 190.016(12), Florida Statutes;

WHEREAS, there has been submitted to this meeting and the Board with respect to the authorization of the Series 2022 Bonds forms of:

- (i) the Interlocal Agreement, attached hereto as **Exhibit A**;
- (ii) a Series 2022A Supplemental Trust Indenture, attached hereto as **Exhibit B**;

NOW, THEREFORE, BE IT RESOLVED by the Board of the District as follows:

Section 1. Approval of Interlocal Agreement. The District hereby approves and authorizes the execution of the Interlocal Agreement by the Chairperson or any Designated Member and the Secretary or any Assistant Secretary of the Board of Supervisors (the "Secretary") and the delivery of the Interlocal Agreement to Bay Laurel Center CDD in substantially the form thereof attached as **Exhibit A** hereto, with such changes therein as shall be approved by the

Chairperson or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Interlocal Agreement attached hereto. The District hereby authorizes and approves the recording of the Interlocal Agreement in the public records of Marion County, upon execution thereof by both parties.

Section 2. Authorization of Issuance of Series 2022A Bonds; Approval of Series 2022A Supplemental Trust Indenture. There are hereby authorized and directed to be issued the Series 2022A Bonds in an aggregate principal amount not to exceed \$35,000,000, which together with other legally available funds available therefor under the Bay Laurel Trust Indenture, shall be used for the purposes of (i) making a deposit into the Series 2011 Bond Redemption Fund to refund and retire all of Bay Laurel Center CDD's Series 2011 Bonds, and (ii) making a deposit into the Series 2022A Cost of Issuance Account to pay certain costs associated with the issuance of the Series 2022A Bonds, which may include a bond insurance premium and a premium for the reserve fund insurance policy. The Series 2022 Bonds shall be issued under and secured by a Series 2022A Supplemental Trust Indenture, in substantially the form attached hereto as Exhibit B, with such changes therein as shall be approved by the Chairperson or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Series 2022A Supplemental Trust Indenture attached hereto.

Details of the Series 2022A Bonds. The District hereby determines that Section 2. the Series 2022A Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and in the manner as determined by the Chairperson of the Board of Supervisors of the District (the "Chairperson") or any member of the Board of Supervisors designated by the Chairperson (a "Designated Member"), prior to the sale of said Series 2022A Bonds, all in a manner consistent with the requirements of the Bay Laurel Trust Indenture and the Interlocal Agreement. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, Bay Laurel Center CDD, the County, or the State of Florida (the "State"), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Series 2022A Bonds, including all Net Revenues and all Connection Charges (to the extent legally permissible), as set forth in the Bay Laurel Trust Indenture and the Series 2022A Supplemental Trust Indenture to be dated as of the first day of the month in which the Series 2022A Bonds shall be issued, and neither the faith and credit nor any taxing power of the District, Bay Laurel Center CDD, the County, or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Series 2022A Bonds.

Section 3. <u>Bond Validation</u>. Kutak Rock LLP is hereby appointed as Special Counsel to the District, and Greenberg Traurig P.A. is hereby appointed as Bond Counsel to the District. Each is hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Marion County, Florida, for validation of the Series 2022A Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 190.016(12) and Chapter 75, <u>Florida Statutes</u>. The Chairperson or Vice-Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District

Manager, the engineer or engineering firm serving as engineer to the District, and the District's financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 4. <u>Subsequent Resolution(s) Required.</u> Notwithstanding anything to the contrary contained herein, the Series 2022A Bonds may not be issued or delivered until the District adopts a subsequent resolution fixing the details of such Series 2022A Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

Section 5. Further Official Action; Ratification of Prior and Subsequent Acts.

The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution and the Interlocal Agreement and the Bay Laurel Trust Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

If any provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

- **Section 6.** <u>Inconsistent Proceedings</u>. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.
- **Section 7.** Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.
- **Section 15.** <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

PASSED in Public Session of the Board of Supervisors of Indigo East Community Development District, this 17th day of May, 2022.

	INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT				
Attest:					
Secretary	Chairperson, Board of Supervisors				

SECTION 1

EXHIBIT A

FORM OF BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT BETWEEN THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT AND THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

THIS	INTERLO	CAL AGR	EEMENT	is entered	l into this	day o	of	_, 2022 (the
"Agreement"),	by and	between th	e INDIGO) EAST	COMM	UNITY	DEVEL	OPMENT
DISTRICT (1	the "Indigo	East CDI	D") and the	BAY I	LAUREL	CENTE	R COM	1MUNITY
DEVELOPM	ENT DIST	RICT (the	"Bay Laure	l Center (CDD") (cc	llectively	, the "D	istricts").

Recitals

- 1. The Bay Laurel Center CDD and the Indigo East CDD are local units of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended (the "Act").
- 2. Districts created pursuant to the Act are authorized by the Act to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness (collectively, "bonds"); to levy special assessments and to charge, collect, and enforce fees and other user charges.
- 3. Districts created pursuant to the Act are authorized by the Act to finance, fund, plan, establish, acquire, construct or reconstruct, equip, operate and maintain systems and facilities for the provision of services, including water management, wastewater management, roadway systems, public transportation facilities, conservation and mitigation systems, and any other project within or without the respective boundaries of each District.
- 4. Section 163.01(4), Florida Statutes (2021) authorizes local governments to enter into interlocal agreements for a joint exercise of power, and Section 163.01(6) authorizes one party to an interlocal agreement to provide all of the services set forth in the agreement in the manner provided by the agreement.
- 5. Section 190.012(1)(g), Florida Statutes (2021) permits districts to fund, finance, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures within or without the boundaries of a district when a local government issued a development order pursuant to section 380.06 or 380.61, Florida Statutes (2021), approving or expressly requiring the construction or funding of projects by the districts.
- 6. The Bay Laurel Center CDD currently owns, operates and maintains certain water, sewer and reuse water utility infrastructure and provides utility services to the residents and businesses within its boundaries ("Utilities System"). In addition, the Bay Laurel Center CDD has entered into that certain Interlocal Agreement with the County dated as of May 4, 2004, as amended (the "Marion County Interlocal Agreement"), under the terms of which the District provides utility services to residents in certain areas of Marion County outside its boundaries (as more particularly described in the Marion County Interlocal Agreement, the "County Service Area"). The District has also entered into (i) an Interlocal Agreement with the Candler Hills East Community Development District ("Candler CDD"), dated as of April 7, 2003 (the "Candler Interlocal Agreement"), under the terms of which the District operates and manages the Utilities

System within Candler CDD (as more particularly described in the Candler Interlocal Agreement, the "Candler Service Area") and (ii) an Interlocal Agreement with the Indigo East Community Development District ("Indigo CDD"), dated as of April 7, 2003 (the "Indigo Interlocal Agreement"), under the terms of which the District operates and manages the Utilities System within Indigo CDD (as more particularly described in the Indigo Interlocal Agreement, the "Indigo Service Area") (collectively such interlocal agreements shall be referenced as the "Interlocal Agreements").

- 7. The Bay Laurel Center CDD previously issued its Water and Sewer Revenue Bonds, Series 2011 (the "Series 2011 Bonds") to finance its purchase of portions of the Utilities System pursuant to that certain Water and Sewer System and Reuse Water System Sublease/Option to Purchase Agreement by and among the District, the Developer and Sidney Colen & Associates, Ltd. (the "SCA") dated as of October 12, 2010. The Bay Laurel Center CDD has determined to refund all of its currently outstanding Series 2011 Bonds.
- 8. Subsequent to the issuance of the Series 2011 Bonds on a tax -exempt basis by the Bay Laurel Center CDD certain interpretations of the internal revenue code have been made by the Internal Revenue Service determining that community development districts without a sufficient number of residents who are qualified electors such as the Bay Laurel Center CDD may not issue municipal bonds, the interest on which is excludable from gross income for Federal income tax purposes. Therefore, the Bay Laurel Center CDD, whose Board of Supervisors is selected by landowners rather than residents who are qualified electors, has been working with its designated investment bankers, Jefferies LLC and FMS Bonds, Inc., (collectively the "Underwriters") to evaluate the issuance of taxable refunding bonds to refund the outstanding Series 2011 Bonds on a taxable basis.
- 9. Because of rising interest rates, the Bay Laurel Center CDD has concluded that the anticipated savings resulting from the proposed refunding of the Series 2011 Bonds on a taxable basis are no longer cost effective and as a result has approached the Indigo East CDD, which has a Board of Supervisors elected by residents who are qualified electors, to propose that the Indigo East CDD issue tax exempt bonds (the "2022 Refunding Bonds") to refund the outstanding Series 2011 Bonds via this Interlocal Agreement given the long history of cooperation among the Districts pursuant to the Interlocal Agreements.
- 10. In order to induce the Indigo East CDD to undertake the efforts to effectuate the issuance of the 2022 Refunding Bonds on behalf of the Bay Laurel Center CDD, the Bay Laurel Center CDD desires to enter into this Interlocal Agreement to ensure that all costs, fees, liabilities and risks associated with the issuance of the 2022 Refunding Bonds are assumed and fully covered by the Bay Laurel Center CDD pursuant to this agreement.
- 11. Bay Laurel Center CDD and the Indigo East CDD desire to establish and clarify their respective duties, powers, responsibilities, liabilities, and obligations under this Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Authority</u>. This Agreement is entered into pursuant to the authority set forth in Chapters 163 ("Florida Interlocal Cooperation Act of 1969") and the Act.
- 2. <u>Definitions</u>. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Act.
- East CDD hereby agree that the Indigo East CDD shall serve as the issuer of the 2022 Refunding Bonds to refund the Series 2011 Bonds, which funded a portion of the Utilities System which benefits property within and without the Indigo East CDD and Bay Laurel Center CDD and all users of the Utilities System. Bay Laurel Center CDD hereby authorizes the Indigo East CDD to issue bonds, certificates, warrants, notes, or other evidence of indebtedness on its behalf on a tax-exempt basis. The Districts agree to jointly retain the services of the Underwriters as well as the law firms of Kutak Rock, LLP and Greenberg Traurig, P.A. (collectively "Special Counsel") to take such actions are necessary and beneficial for the timely issuance of the 2022 Refunding Bonds. The Districts mutually agree that such joint representation is in the best interests of the Districts, waive any conflict of interest from such limited joint representation, and agree to the payment of the costs of Special Counsel as provided in Section 5 below.
- 4. <u>Security for Repayment of the 2022 Refunding Bonds</u>. Bay Laurel Center CDD agrees and covenants and hereby pledges all utility revenues to the repayment of the 2022 Refunding Bonds pursuant to the Indenture, as defined hereafter (the "Series 2022 Pledged Revenues"), and covenants that once collected such Series 2022 Pledged Revenues shall be paid to the Trustee for the payment of the 2022 Refunding Bonds. The 2022 Refunding Bonds shall be secured under Bay Laurel Center CDD's Master Trust Indenture, dated as of October 1, 2011 (the "Master Trust Indenture"), on a parity basis with all other Bay Laurel Center CDD outstanding utility revenue bonds.
- 5. <u>Payment of Costs</u>. In consideration of Indigo East CDD's agreement to the issuance of the 2022 Refunding Bonds, the Bay Laurel Center CDD agrees that it shall entirely and solely pay the costs and fees of all parties associated with the effort to issue the 2022 Refunding Bonds included but not limited to:
- a. The costs and fees of Special Counsel. Special counsel shall remit all invoices and bills to the Bay Laurel CDD, who shall be the only party responsible for payment of the fees and costs of Special Counsel. Bay Laurel CDD agrees and covenants to pay all such fees and costs.
- b. The costs and fees of Indigo East CDD's general counsel associated with the review and execution of this Interlocal Agreement and associated with any work necessary to issue the 2022 Refunding Bonds.
 - c. The costs and fees of the Underwriters.
 - d. The costs of any rate or other utility operations consultants.

- e. The costs of bond insurance, rating agencies, verification agent or other similar costs.
 - f. Trustee fees and costs.
- g. Secondary market or continuing disclosure costs which shall continue for so long as the 2022 Refunding Bonds are outstanding and such efforts are required by governmental regulations.
- h. Such other fees, costs, or expenses that the Indigo East CDD may reasonably incur in the issuance of the 2022 Refunding Bonds.
- 6. Acknowledgement of Indenture. Indigo East CDD and Bay Laurel Center CDD each acknowledge receipt of a true copy of the Master Trust Indenture and the proposed supplemental trust indenture, to be dated as of the issuance of the 2022 Refunding Bonds (collectively the "Indenture"), and each covenants and agrees to comply with the terms, provisions, and covenants of the Indenture, to the extent that such terms, provisions, and covenants are applicable to them.
- 7. <u>Disclosure Obligations</u>. Indigo East CDD and Bay Laurel Center CDD acknowledge their obligation to participate in the drafting of the offering documents for the issuance and sale of the 2022 Refunding Bonds and to certify that the information each of them provides for the offering documents are true, correct and complete in all material respects and acknowledge that they will not omit any statement or information which should be included therein for the purposes for which the offering documents are to be used or which are necessary to make the statements or information contained therein, in light of the circumstances under which they were made, not misleading.
- 8. <u>Secondary Market Disclosure</u>. Indigo East CDD and Bay Laurel Center CDD acknowledge their respective obligations for secondary market disclosure on the 2022 Refunding Bonds issued in accordance with SEC Rule 15c2-12 and agree to execute documents, including a Continuing Disclosure Agreement, confirming their respective obligations in connection with the issuance of the 2022 Refunding Bonds.
- 9. <u>Certifications, Representations and Warranties</u>. Indigo East CDD and Bay Laurel Center CDD agree and covenant to make the representations and warranties and will provide such certificates as requested by Special Counsel and/or the Underwriters in connection with the issuance of the 2022 Refunding Bonds and in all ways cooperate to facilitate the successful issuance of the 2022 Refunding Bonds.
- 10. <u>Resolutions/Authorizations</u>. The Boards of Supervisors of Indigo East CDD and Bay Laurel Center CDD will pass resolutions and provide authorizations to Indigo East CDD, as requested, to evidence their desire to have Indigo East CDD issue the 2022 Refunding Bonds.
- 11. <u>Opinions</u>. Indigo East CDD and Bay Laurel Center CDD will provide legal opinions of their respective counsel as requested by Special Counsel or the Underwriters in connection with the issuance of the 2022 Refunding Bonds.

- 12. <u>Utility Revenue or Other Required Reports</u>. Bay Laurel Center CDD will ensure the preparation of any reports describing the projects included in with 2022 Refunding Bonds if needed for the issuance of the 2022 Refunding Bonds.
- 13. <u>Indemnification of Indigo East CDD by Bay Laurel Center CDD</u>. To the extent permitted by law (not to be construed as a waiver of sovereign immunity), Bay Laurel Center CDD shall indemnify and hold harmless Indigo East CDD for all acts or omissions of the Bay Laurel Center CDD arising out of and in connection with the performance of this Agreement.
- 14. <u>Indemnification of Bay Laurel Center CDD by Indigo East CDD</u>. To the extent permitted by law (not to be construed as a waiver of sovereign immunity), Indigo East CDD shall indemnify and hold harmless Bay Laurel Center CDD for all acts or omissions arising out of and in connection with the performance of this Agreement.
- 15. Revenue Bonds. The Districts agree that the 2022 Refunding Bonds shall only be issued as utility revenue bonds and shall neither be, nor constitute, general obligations or indebtedness of either Indigo East CDD or of property located within the Indigo East CDD but shall be payable solely from and secured by a lien upon and a pledge of the Series 2022 Pledged Revenues and all monies in the funds and accounts established under the Indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Indigo East CDD or Marion County, Florida (the "County"), or the State of Florida, or of any political subdivision thereof, or special assessments or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such principal and interest from any other funds of the Indigo East CDD, Marion County, Florida, the State of Florida, or any political subdivision thereof, other than from the Series 2022 Pledged Revenues.
- 16. <u>Annual Independent Audit.</u> An annual report, including an annual independent audit, of all receipts and disbursements of funds shall be prepared and presented to each of the Districts. Any annual audit costs attributable to the 2022 Refunding Bonds shall be paid by the Bay Laurel CDD.
- 17. <u>Contracts Entered Into.</u> In connection with the financed Project, contracts shall be entered into by the Districts in accordance with Florida law.
- 18. <u>Term.</u> Unless extended in writing by mutual agreement of the parties, this Agreement shall expire upon the full and final payment of the 2022 Refunding Bonds.
- 19. <u>Amendment</u>. This Agreement may be modified in writing only by the mutual agreement of all parties in accordance with their respective laws, rules, and procedures.
- 20. <u>Interpretation.</u> This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party. The Districts acknowledge that they are both

represented by Colen & Wagoner, P.A. as its districts counsel and that each of Districts has a right to independent counsel, and each of the districts have knowingly and voluntarily waived such right.

- 21. <u>Severability</u>. If any one or more of the covenants, agreements, or provisions of this Interlocal Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, contrary to any expressed provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Interlocal Agreement.
- 22. Assignment. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.
- 23. NO WAIVER OF IMMUNITY. Nothing in this Interlocal Agreement shall be deemed as a waiver of sovereign immunity or limits of liability of either District, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of sovereign 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 Interlocal 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.
- 24. <u>No Impairment of District Bond Covenants.</u> Nothing contained in this Agreement shall operate to impair or violate any of the Districts' existing bond covenants. In the event any or all of the obligations contained in the Agreement would, in the sole opinion of any Districts' bond counsel, constitute a violation of, or be inconsistent with, a District's bond covenants or trust indenture, as supplemented, such obligations shall be null and void.
- 25. <u>Matters Unaffected</u>. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.
- 26. <u>Notice.</u> Each party shall furnish to the other such notice, as may be required from time to time, pursuant to the administration of this Agreement, in writing, posted in the U.S. mail or by overnight delivery service and addressed as follows (which such addresses may be changed from time to time by written notice to the parties):

	Attention:	George Flint 219 East Livingston Street Orlando, Florida 32801 Phone: (407) 841-5524
		Email: gflint@gmscfl.com
	Indigo East Co	ommunity Development District
	Attention:	George Flint 219 East Livingston Street Orlando, Florida 32801 Phone: (407) 841-5524 Email: gflint@gmscfl.com
construed under Florida law. Any a based on any right arising out of, this in the courts of the State of Florida, C United States District Court for the M the jurisdiction of such courts (and proceeding and waives any objection)	ction or proceeds Agreement in County of Mari diddle District of the approption venue laid the	s. This Agreement shall be governed by and eding seeking to enforce any provision of, or nay be brought against any of the parties only on, or, if it has or can acquire jurisdiction, the of Florida, and each of the parties consents to riate appellate courts) in any such action or nerein. In an action to enforce this Agreement, ests and attorney's fees, including any fees and
Districts and recording this Agreement	nt in the Public	nall become effective upon execution by the c Records of the County. Any amendments to rties and filed before becoming effective.
IN WITNESS WHEREOF, to authorized representative.	_	eto have executed this Agreement by their duly
	AS TO) BAY LAUREL CENTER CDD
ATTEST:		LAUREL CENTER COMMUNITY CLOPMENT DISTRICT:
	By: _	
	AS TO) INDIGO EAST CDD

Bay Laurel Center Community Development District

To Districts:

INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT:

ATTEST:		
	By:	

SECTION 2

EXHIBIT B

FORM OF SERIES 2022A SUPPLEMENTAL TRUST INDENTURE

This item will be provided under separate cover

SECTION X

2022 SPECIAL DISTRICTS QUALIFYING PROCEDURE

Qualifying Period – Noon, June 13, 2022 to Noon, June 17, 2022 (Dates are subject to change)

<u>Special District Candidates who WILL NOT incur election expenses or contributions will do the following:</u>

- 1. Present the items listed below during the qualifying period
 - Form 1 Statement of Financial Interest
 - Form DS-DE 302NP Candidate Oath Nonpartisan Office
 - Qualifying fee of \$25.00 or
 - 25 valid petitions.

<u>Special District Candidates who WILL incur election expenses or contributions must</u> <u>do the following:</u>

- File DS-DE9 Appointment of Campaign Treasurer/Designation of Campaign Depository (open campaign account).
 This must be completed **prior** to accepting campaign contributions and making campaign expenditures, (section 99.061(3), F.S.).
- 2. Read Chapter 106 of the Florida Statutes, and submit a DS-DE84 Statement of Candidate.
- 3. File required campaign treasurer's reports
- 4. Present qualifying documents during the qualifying period.
 - Form 1 Statement of Financial Interest
 - Form DS-DE 302NP Candidate Oath Nonpartisan Office
 - Qualifying fee of \$25.00 or
 - 25 valid petitions

Candidates Paying the Qualifying Fee:

All special district candidates, except a person certified to qualify by the petition method or seeking to qualify as a write-in candidate, must pay the qualifying fee of \$25.00.

The qualifying fee for a special district candidate is not required to be drawn upon the candidate's campaign account.

Candidates Qualifying by Petition Method:

Special district candidates need to 25 valid signatures of qualified electors within the district. There is a fee of 10 cents per petition to be paid to the Supervisor of Elections for the cost of verifying the signature. The fee must be paid at the time the petitions are submitted.

The deadline for submitting candidate petitions is noon, May 16, 2022.

Special district candidates are not required to file Form DS-DE 9 prior to collecting signatures.

See Section 99.061(3), Florida Statutes.

SECTION XI

SECTION B

SECTION 1

Indigo East Community Development District

Summary of Invoices

February 7, 2022 to May 8, 2022

Fund	Date	Check No.'s	Amount
General Fund	2/14/22	1558	\$ 973.36
	3/1/22	1559 - 1562	\$ 14,823.57
	3/9/22	1563	\$ 36,767.74
	3/14/22	1564	\$ 1,087.99
	3/17/22	1565	\$ 33,617.95
	4/13/22	1566 - 1570	\$ 27,400.99
	4/28/22	1571 - 1574	\$ 22,610.00
			\$ 137,281.60
Payroll	February 2022		
,	Cynthia Lafrance	50239	\$ 184.70
	Harold Brouillard	50240	\$ 184.70
	John Gysen	50241	\$ 200.00
	Terrance Solan	50242	\$ 184.70
	<u>April 2022</u>		
	Cyntĥia Lafrance	50243	\$ 184.70
	Harold Brouillard	50244	\$ 184.70
	John Gysen	50245	\$ 200.00
	Terrance Solan	50246	\$ 184.70
	Robert D Hutson	50247	\$ 184.70
			\$ 1,692.90
			\$ 138,974.50

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/09/22 PAGE 1
*** CHECK DATES 02/07/2022 - 05/08/2022 *** INDIGO EAST - GENERAL FUND

*** CHECK DATES	02/07/2022 - 05/08/2022 ***	BANK A INDIGO E	GENERAL FUND CAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK
2/14/22 00019	2/01/22 228 202202 310-51300 MANAGEMENT FEE FEB22	0-34000		*	621.75	
	2/01/22 228 202202 310-51300 WEBSITE ADMIN FEB22	0-34200		*	50.00	
	2/01/22 228 202202 310-51300 INFORMATION TEC FEB22	0-34100		*	66.67	
	2/01/22 228 202202 310-51300 DISSEMINATION SVC FEB22	0-31300		*	225.00	
	2/01/22 228 202202 310-51300 OFFICE SUPPLIES			*	.09	
	2/01/22 228 202202 310-51300 POSTAGE	0-42000		*	9.85	
		GOVERNMENTAL	MANAGEMENT SERVICES			973.36 001558
3/01/22 00002	2/25/22 1356A 202112 310-51300)-31500		*	1,406.00	
	2/25/22 1356B 202201 310-51300	0-31500		*	1,327.50	
	2/25/22 1356C 202202 310-5130()-31500		*	1,500.00	
	2/25/22 1356A 202112 310-51300)-31500		V	1,406.00-	
	2/25/22 1356B 202201 310-51300)-31500		V	1,327.50-	
	2/25/22 1356A 202112 310-51300 PREPARE/ATTEND MTG DEC22 2/25/22 1356B 202201 310-51300 PREPARE/ATTEND MTG JAN22 2/25/22 1356C 202202 310-51300 PREPARE/ATTEND MTG FEB22 2/25/22 1356A 202112 310-51300 PREPARE/ATTEND MTG DEC22 2/25/22 1356B 202201 310-51300 PREPARE/ATTEND MTG JAN22 2/25/22 1356C 202202 310-51300 PREPARE/ATTEND MTG FEB22 2/25/22 1356C 202202 310-51300 PREPARE/ATTEND MTG FEB22)-31500		V	1,500.00-	
	PREPARE/ATTEND MIG FEB22	4				.00 001559
3/01/22 00040	2/25/22 2258 202202 320-53800 240 BALES OF PINESTRAW	0-47300	ONER P.A.	*	1,068.00	
	2/25/22 2259 202202 320-53800 100 BALES OF PINESTRAW	0-47300		*	445.00	
	2/25/22 2260 202202 320-53800 2830 BALES OF PINESTRAW	0-47300		*	12,593.50	
	2/25/22 2261 202202 320-53800 600 BALES OF PINESTRAW	0-47300		*	2,670.00	
	2/25/22 2262 202202 320-53800 1510 BALES OF PINESTRAW	0-47300		*	6,719.50	
	2/25/22 2258 202202 320-53800	0-47300		V	1,068.00-	
	240 BALES OF PINESTRAW 2/25/22 2259 202202 320-53800	0-47300	ONER P.A.	V	445.00-	
	100 BALES OF PINESTRAW 2/25/22 2260 202202 320-53800 2830 BALES OF PINESTRAW	0-47300		V	12,593.50-	
	2/25/22 2261 202202 320-53800 600 BALES OF PINESTRAW			V	2,670.00-	

INDE INDIGO EAST ZYAN AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/09/22 PAGE 2
*** CHECK DATES 02/07/2022 - 05/08/2022 *** INDIGO EAST - GENERAL FUND

^^^ CHECK DATES	02/07/202	22 - 05/0	8/2022 ^^^ Bi	NDIGO EAST - G ANK A INDIGO E	AST CDD			
CHECK VEND# DATE	INVC	DICE INVOICE	EXPENSED TO YRMO DPT ACCT# S	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
	2/25/22	2262	202202 320-53800-4	17300		V		
		1510 BA	LES OF PINESTRAW	EVERGLADES P	INESTRAW, INC.	*		.00 001560
3/01/22 00054	2/14/22	24839	202202 320-53800-	 17700		*	14,473.57	
			ASH SIDEWALKS/CURB	FACILITY RES	OURCES, INC.			14,473.57 001561
3/01/22 00066	12/27/21	144156	202112 310-51300-3	31100		*	350.00	
		ENGINEE	R SERVICE 12/27/21	GEO-TECHNOLO	GIES, INC.			350.00 001562
3/09/22 00035	3/04/22	03042022	202203 300-20700-3				36,767.74	
		ASSESSM	ENT TXFER - S2016	INDIGO EAST	CDD C/O USBANK			36,767.74 001563
3/14/22 00019	3/01/22	229	202203 310-51300-3	34000		*	621.75	
	3/01/22	229	ENT FEES MAR22 202203 310-51300-3	34200		*	50.00	
	3/01/22	229		34100		*	66.67	
	3/01/22	229	TION TEC MAR22 202203 310-51300-3	31300		*	225.00	
	3/01/22	229	NATION SVCS MAR22 202203 310-51300-	51000		*	27.83	
	3/01/22	OFFICE 229 POSTAGE	202203 310-51300-4	12000		*	4.94	
	3/01/22	229	202203 310-51300-4	12500		*	91.80	
		COPIES		GOVERNMENTAL	MANAGEMENT SERVI	ICES		1,087.99 001564
3/17/22 00047	12/31/21	69752	202112 320-53800-4	17300		*		
	12/31/21	69753	ANCE DEC 21 202112 320-53800-4	13200		*	127.19	
	2/07/22	70330	D HUNTER NODE 202201 320-53800-4			*	10,708.91	
	3/07/22	70794	ANCE JAN 22 202202 320-53800-4	17300		*	10,708.91	
		70815	ANCE FEB 22 202203 320-53800-4	17600		*	1,364.03	
			MISSING PLANTS	EARTHSCAPES	UNLIMITED INC.			33,617.95 001565
	4/04/22	71185	202203 320-53800-4 NTENANCE MAR 22	17300		*	10,708.91	

INDE INDIGO EAST ZYAN

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/09/22 PAGE 3
*** CHECK DATES 02/07/2022 - 05/08/2022 *** INDIGO EAST - GENERAL FUND

*** CHECK DATES 02,	/07/2022 - 05/08/2022 ***	INDIGO EAST - GENERAL FUND BANK A INDIGO EAST CDD			
CHECK VEND#	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
4,	/04/22 71200 202204 320-53800 REPLACE STATION NODE	-43200	*	132.07	
		EARTHSCAPES UNLIMITED INC.			10,840.98 001566
4/13/22 00019 4/	/01/22 230 202204 310-51300 MANAGEMENT FEES APRIL22		*	621.75	
4,	/01/22 230 202204 310-51300	-34200	*	50.00	
	WEBSITE ADMIN APRIL22 /01/22 230	-34100	*	66.67	
	INFORMATION TEC APRIL22 /01/22 230	-31300	*	225.00	
4,	DISSEMINATION SVC APRIL2 /01/22 230 202204 310-51300		*	.03	
4,	OFFICE SUPPLIES /01/22 230 202204 310-51300	-42000	*	46.56	
	POSTAGE	GOVERNMENTAL MANAGEMENT SERVICES			1,010.01 001567
	/03/22 21808		*	3,700.00	
	AUDIT FYE 09/30/2021	GRAU AND ASSOCIATES			3,700.00 001568
4/13/22 00062 3,	/28/22 18644 202203 320-53800 SIGNS REPLACED/ INSTALLE	-49000	*	2,850.00	
	SIGNS REPLACED/ INSTALLE	JOHN T. CROWDER, LLC			2,850.00 001569
	/08/22 4443 202204 320-53800	-49000	*	9,000.00	
	EXCAVAT,PLC CMPT MATERIA	TAYLOR & SONS GROUND BREAKING, LLC			9,000.00 001570
4/28/22 00002 2/	/25/22 1356 202202 310-51300	-31500	*	1,406.00	
	PREPARE/ATTEND MTG DEC21 /25/22 1356	-31500	*	1,327.50	
2,	PREPARE/ATTEND MTG JAN22 /25/22 1356	-31500	*	1,500.00	
	PREPARE/ATTEND MTG FEB22	COLEN & WAGONER P.A.			4,233.50 001571
4/28/22 00061 4/	700/22 7 202201 310 31300	31300	*	100.00	
	AMORT SCH SER 2016 5/1	DISCLOSURE SERVICES LLC			100.00 001572
4/28/22 00040 2	/25/22 2250		*	1,068.00	
2,	240 BALES OF PINESTRAW /25/22 2259 202202 320-53800 100 BALES OF PINESTRAW	-47300	*	445.00	

INDE INDIGO EAST ZYAN

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 02/07/2022 - 05/08/2022 *** INDIGO EAST - GENERAL FUND BANK A INDIGO EAST CDD	R CHECK REGISTER	RUN 5/09/22	PAGE 4
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/25/22 2260 202202 320-53800-47300	*	12,593.50	
2830 BALES OF PINESTRAW 2/25/22 2261 202202 320-53800-47300	*	2,670.00	
600 BALES OF PINESTRAW EVERGLADES PINESTRAW, INC.			16,776.50 001573
4/28/22 00066 2/21/22 145618 202202 310-51300-31100	*	240.00	
ENGINEER SERVICE 02/21/22 4/08/22 147190 202204 310-51300-31100	*	275.00	
ENGINEER SERVICE 04/08/22 4/19/22 147322 202204 310-51300-31100	*	985.00	
ENGINEER SERVICE 04/19/22 GEO-TECHNOLOGIES, INC.			1,500.00 001574
TOTAL FOR BA	NNK 7	137,281.60	
TOTAL FOR BE	שואור ע	137,201.00	
TOTAL FOR RE	EGISTER	137,281.60	

INDE INDIGO EAST ZYAN

SECTION 2

Community Development District

Unaudited Financial Reporting

March 31, 2022



Table of Contents

Balance Shee	1
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Capital Reserve Fund	5
Month to Month	6
Long-Term Deb	7
Assessment Receipt Schedule	8

Indigo East Community Development District

Combined Balance Sheet March 31, 2022

	General Fund		Debt Service Fund		ital Reserves Fund	Totals Governmental Funds		
Assets:								
Cash								
Operating Account	\$ 233,996	\$	-	\$	-	\$	233,996	
<u>Investment</u>								
State Board Administration	\$ -	\$	-	\$	478,004	\$	478,004	
Series 2016								
Reserve	\$ -	\$	32,905	\$	-	\$	32,905	
Revenue	\$ -	\$	136,658	\$	-	\$	136,658	
Prepayment	\$ -	\$	4,862	\$	-	\$	4,862	
Accrued Interest Receivable	\$ -	\$	190	\$	99	\$	289	
Due from General Fund	\$ -	\$	3,709	\$	-	\$	3,709	
Due from Capital Reserves	\$ 11,650	\$	-	\$	-	\$	11,650	
Due from Other	\$ 6,371	\$	-	\$	-	\$	6,371	
Total Assets	\$ 252,018	\$	178,324	\$	478,102	\$	908,444	
Liabilities:								
Accounts Payable	\$ 38,509	\$	-	\$	-	\$	38,509	
Due to Debt Service	\$ 3,709	\$	-	\$	-	\$	3,709	
Due to General Fund	\$ -	\$	-	\$	11,650	\$	11,650	
Total Liabilites	\$ 42,218	\$	-	\$	11,650	\$	53,868	
Fund Balance:								
Assigned For:								
Capital Reserve	\$ -	\$	-	\$	466,452	\$	466,452	
Restricted For:								
Debt Service Series 2016	\$ -	\$	178,324	\$	-	\$	178,324	
Unassigned	\$ 209,800	\$	-	\$	-	\$	209,800	
Total Fund Balances	\$ 209,800	\$	178,324	\$	466,452	\$	854,576	
Total Liabilities & Fund Balance	\$ 252,018	\$	178,324	\$	478,102	\$	908,444	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget		Thru 03/31/22		u 03/31/22	Variance	
Revenues:							
Accessments Toy Dell	\$ 254,337	\$	243,480	\$	243,480	\$	
Assessments - Tax Roll	254,337		243,480				10
Interest	\$ -	\$	-	\$	10	\$	10
Total Revenues	\$ 254,337	\$	243,480	\$	243,490	\$	10
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 4,000	\$	2,000	\$	1,800	\$	200
FICA Expense	\$ 306	\$	153	\$	107	\$	46
Engineering	\$ 1,200	\$	600	\$	1,263	\$	(663)
Trustee Fees	\$ 2,050	\$	2,050	\$	2,020	\$	30
Dissemination	\$ 2,700	\$	1,350	\$	1,450	\$	(100)
Arbitrage	\$ 450	\$	450	\$	450	\$	-
Assessment Roll	\$ 5,000	\$	5,000	\$	5,000	\$	-
Attorney	\$ 6,000	\$	3,000	\$	5,734	\$	(2,734)
Annual Audit	\$ 3,800	\$	3,700	\$	3,700	\$	-
Management Fees	\$ 7,461	\$	3,731	\$	3,731	\$	0
Information Technology	\$ 800	\$	400	\$	400	\$	(0)
Website Maintenance	\$ 600	\$	300	\$	300		
Telephone	\$ 100	\$	50	\$	-	\$	50
Postage	\$ 1,250	\$	625	\$	39	\$	586
Printing & Binding	\$ 500	\$	250	\$	173	\$	77
Insurance	\$ 7,154	\$	7,154	\$	6,731	\$	423
Legal Advertising	\$ 1,000	\$	500	\$	504	\$	(4)
Other Current Charges	\$ 700	\$	350	\$	497	\$	(147)
Office Supplies	\$ 200	\$	100	\$	56	\$	44
Property Taxes	\$ 35	\$	35	\$	-	\$	35
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative:	\$ 45,481	\$	31,973	\$	34,128	\$	(2,155)

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual	
	Budget	Thru 03/31/22		Thru 03/31/22		Variance
Operation and Maintenance						
Property Insurance	\$ 465	\$	465	\$	438	\$ 27
Water Expense	\$ 2,700	\$	1,350	\$	906	\$ 444
Electric Expense	\$ 25,432	\$	12,716	\$	11,351	\$ 1,366
Irrigation Repairs	\$ 2,925	\$	1,463	\$	127	\$ 1,335
Retention Ponds/ROW Maintenance	\$ 169,162	\$	84,581	\$	98,452	\$ (13,871)
Plant Replacement	\$ 2,500	\$	1,250	\$	1,364	\$ (114)
Tree Trimming	\$ 1,000	\$	500	\$	-	\$ 500
Pressure Washing	\$ 13,000	\$	13,000	\$	14,474	\$ (1,474)
Well Maintenance/Repairs	\$ 4,050	\$	2,025	\$	-	\$ 2,025
Total O&M Expenditures:	\$ 221,234	\$	117,350	\$	127,111	\$ (9,761)
Total Expenditures	\$ 266,715	\$	149,322	\$	161,239	\$ (11,916)
Excess Revenues (Expenditures)	\$ (12,378)			\$	82,252	
Fund Balance - Beginning	\$ 12,378			\$	127,548	
Fund Balance - Ending	\$ 0			\$	209,800	

Community Development District

Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	ated Budget		Actual		
		Budget	Thru	ı 03/31/22	Thru 03/31/22		Variance	
Revenues:								
Assessments - Tax Roll	\$	83,950	\$	77,176	\$	77,176	\$	-
Assessments - Prepayment	\$	-	\$	=	\$	4,862	\$	4,862
Interest Income	\$	200	\$	100	\$	3	\$	(97)
Total Revenues	\$	84,150	\$	77,276	\$	82,041	\$	4,765
Expenditures:								
Special Call - 11/1	\$	15,000	\$	15,000	\$	20,000	\$	(5,000)
Interest - 11/1	\$	20,284	\$	20,284	\$	20,284	\$	-
Principal - 5/1	\$	40,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	20,284	\$	-	\$	-	\$	-
Total Expenditures	\$	95,569	\$	35,284	\$	40,284	\$	(5,000)
Excess Revenues (Expenditures)	\$	(11,419)			\$	41,757		
Fund Balance - Beginning	\$	103,661			\$	136,567		
Fund Balance - Ending	\$	92,243			\$	178,324		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prora	ted Budget		Actual		
	Budget	Thru 03/31/22		Thru	ı 03/31/22	V	ariance
Revenues:							
Interest Income	\$ -	\$	-	\$	246	\$	246
Total Revenues	\$ -	\$	-	\$	246	\$	246
Expenditures:							
Roadway Resurfacing	\$ 106,169	\$	2,850	\$	2,850	\$	-
DRA Repair	\$ -	\$	-	\$	8,800	\$	(8,800)
Total Expenditures	\$ 106,169	\$	2,850	\$	11,650	\$	(8,800)
Excess Revenues (Expenditures)	\$ (106,169)			\$	(11,404)		
Fund Balance - Beginning	\$ 477,661			\$	477,856		
Fund Balance - Ending	\$ 371,492			\$	466,452		

Community Development District Month to Month

	0ct	Nov	V	Dec	Jan	Feb	March	April	May	June	July Aı	ıg	Sept	Total
Revenues:														
Assessments - Tax Roll	\$ -	\$	5,640 \$	110,833 \$	115,888 \$	6,396 \$	4,722 \$	- \$	- \$	- \$	- \$	- \$	- \$	243,480
Interest	\$ 1	\$	1 \$	1 \$	2 \$	2 \$	2 \$	- \$	- \$	- \$	- \$	- \$	- \$	10
Total Revenues	\$ 1	\$	5,641 \$	110,834 \$	115,891 \$	6,399 \$	4,725 \$	- \$	- \$	- \$	- \$	- \$	- \$	243,490
Expenditures:														
General & Administrative:														
Supervisor Fees	\$ -	\$	1,000 \$	- \$	- \$	800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,800
FICA Expense	\$	\$	61 \$	- \$	- \$	46 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	107
Engineering	\$ 673	\$	- \$	350 \$	- \$	240 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,263
Trustee Fees	\$	\$	- \$	2,020 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,020
Dissemination	\$ 325	\$	225 \$	225 \$	225 \$	225 \$	225 \$	- \$	- \$	- \$	- \$	- \$	- \$	1,450
Arbitrage	\$ -	\$	- \$	450 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Assessment Roll	\$ 5,000	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Attorney	\$ -	\$	1,500 \$	- \$	- \$	4,234 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,734
Annual Audit	\$ -	\$	- \$	- \$	3,700 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,700
Management Fees	\$ 622	\$	622 \$	622 \$	622 \$	622 \$	622 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,731
Information Technology	\$ 67	\$	67 \$	67 \$	67 \$	67 \$	67 \$	- \$	- \$	- \$	- \$	- \$	- \$	400
Website Maintenance	\$ 50	\$	50 \$	50 \$	50 \$	50 \$	50 \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Гelephone	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage	\$ 3	\$	10 \$	4 \$	7 \$	10 \$	5 \$	- \$	- \$	- \$	- \$	- \$	- \$	39
Printing & Binding	\$ -	\$	- \$	81 \$	- \$	- \$	92 \$	- \$	- \$	- \$	- \$	- \$	- \$	173
Insurance	\$ 6,731	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,731
Legal Advertising	\$ 504	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	504
Other Current Charges	\$ 87	\$	73 \$	91 \$	85 \$	86 \$	74 \$	- \$	- \$	- \$	- \$	- \$	- \$	497
Office Supplies	\$ 0.18	\$	- \$	28 \$	0 \$	0 \$	28 \$	- \$	- \$	- \$	- \$	- \$	- \$	56
Property Taxes	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dues, Licenses & Subscriptions	\$ 175	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Fotal General & Administrative:	\$ 14,237	\$	3,608 \$	3,987 \$	4,756 \$	6,378 \$	1,162 \$	- \$	- \$	- \$	- \$	- \$	- \$	34,128
Operation and Maintenance														
Property Insurance	\$ 438	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	438
Water Expense	\$ 155	\$	156 \$	157 \$	142 \$	168 \$	128 \$	- \$	- \$	- \$	- \$	- \$	- \$	906
Electric Expense	\$ 2,010	\$	1,740 \$	1,885 \$	2,010 \$	1,821 \$	1,885 \$	- \$	- \$	- \$	- \$	- \$	- \$	11,351
rrigation Repairs	\$ -	\$	- \$	127 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	127
Retention Ponds/ROW Maintenance	\$ 28,131	\$ 1	.0,709 \$	10,709 \$	10,709 \$	27,485 \$	10,709 \$	- \$	- \$	- \$	- \$	- \$	- \$	98,452
Plant Replacement	\$ -	\$	- \$	- \$	- \$	- \$	1,364 \$	- \$	- \$	- \$	- \$	- \$	- \$	1,364
Tree Trimming	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pressure Washing	\$ -	\$	- \$	- \$	- \$	14,474 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,474
Well Maintenance/Repairs	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Total O&M Expenses:	\$ 30,733	\$ 1	2,605 \$	12,878 \$	12,861 \$	43,948 \$	14,086 \$	- \$	- \$	- \$	- \$	- \$	- \$	127,111
Total Expenditures	\$ 44,969	\$ 1	6,213 \$	16,865 \$	17,616 \$	50,327 \$	15,248 \$	- \$	- \$	- \$	- \$	- \$	- \$	161,239
Excess Revenues (Expenditures)	\$ (44,968)	\$ (1	.0,572) \$	93,969 \$	98,274 \$	(43,928) \$	(10,523) \$	- \$	- \$	- \$	- \$	- \$	- \$	82,252

Community Development District

Long Term Debt Report

Series 2016, Special Assessment Bonds									
Interest Rate:	3.561%, 4.125% 4.500%								
Maturity Rate:	5/1/2037								
Reserve Fund Definition	Flat Rate								
Reserve Fund Requirement	\$32,905								
Reserve Fund Balance	\$32,905								
Bonds Outstanding - 11/17/16		\$1,745,000							
Less: Principal Payment 5/1/17		(\$25,000)							
Less: Principal Payment 5/1/17 Prepayment		(\$145,000)							
Less: Principal Payment 11/1/17 Prepayment		(\$190,000)							
Less: Principal Payment 5/1/18		(\$55,000)							
Less: Principal Payment 5/1/18 Prepayment		(\$170,000)							
Less: Principal Payment 5/1/19		(\$40,000)							
Less: Principal Payment 5/1/19 Prepayment		(\$10,000)							
Less: Principal Payment 11/1/19 Prepayment		(\$25,000)							
Less: Principal Payment 5/1/20		(\$40,000)							
Less: Principal Payment 5/1/20 Prepayment		(\$15,000)							
Less: Principal Payment 11/1/20 Prepayment		(\$10,000)							
Less: Principal Payment 5/1/21		(\$45,000)							
Less: Principal Payment 11/1/21 Prepayment		(\$20,000)							
Current Bonds Outstanding		\$955,000							

INDIGO EAST

COMMUNITY DEVELOPMENT DISTRICT

Assessment Receipt Schedule FY2022

MAINTENANCE

Gross Assessments
Certified Net Assessments

\$270,435.00 \$254,208.90

100%

Date ACH		Gros	Gross Assessment Received		Collection Fee		Commissions Paid		Interest Income	Net Assessments Received	
11/4/21	ACH	\$	5,115.62	\$	102.31	\$	-	\$	-	\$5,013.31	
11/24/21	ACH	\$	639.60	\$	12.79	\$	-	\$	-	\$626.81	
12/17/21	ACH	\$	59,218.94	\$	1,184.38	\$	-	\$	-	\$58,034.56	
12/22/21	ACH	\$	53,876.34	\$	1,077.53	\$	-	\$	-	\$52,798.81	
1/3/22	ACH	\$	24,889.02	\$	497.78	\$	-	\$	-	\$24,391.24	
1/10/22	ACH	\$	83,249.60	\$	1,664.99	\$	-	\$	-	\$81,584.61	
1/21/22	ACH	\$	10,088.90	\$	201.78	\$	-	\$	-	\$9,887.12	
1/28/22	ACH	\$	-	\$	-	\$	-	\$	25.25	\$25.25	
2/25/22	ACH	\$	6,526.91	\$	130.54	\$	-	\$	-	\$6,396.37	
3/29/22	ACH	\$	4,818.67	\$	96.37	\$	-	\$	-	\$4,722.30	
Total Collected		\$	248,423.60	\$	4,968.47	\$	-	\$	25.25	\$ 243,480.38	
Percentage Collecte	ed									92%	

DEBT SERVICE

Gross Assessments \$89,308.75 Certified Net Assessments \$83,950.23

100%

Date	Gross Assessment: ACH Received		1	Collection Fee		Commissions Paid		Interest Income	Net Assessments Received	
								<u> </u>		
11/4/21	ACH	\$	3,134.95	\$	62.70	\$	-	\$	-	\$3,072.25
11/24/21	ACH	\$	690.73	\$	13.81	\$	-	\$	-	\$676.92
12/17/21	ACH	\$	17,147.37	\$	342.95	\$	-	\$	-	\$16,804.42
12/22/21	ACH	\$	16,475.40	\$	329.51	\$	-	\$	-	\$16,145.89
1/3/22	ACH	\$	7,415.09	\$	148.30	\$	-	\$	-	\$7,266.79
1/10/22	ACH	\$	22,708.86	\$	454.18	\$	-	\$	-	\$22,254.68
1/21/22	ACH	\$	5,381.93	\$	107.64	\$	-	\$	-	\$5,274.29
1/28/22	ACH	\$	-	\$	-	\$	-	\$	7.77	\$7.77
2/25/22	ACH	\$	2,004.30	\$	40.09	\$	-	\$	-	\$1,964.21
3/29/22	ACH	\$	3,784.78	\$	75.70	\$	-	\$	-	\$3,709.08
Total Collected		\$	78,743.41	\$	1,574.88	\$	-	\$	7.77	\$77,176.30
Percentage Collecte	ed									88%

SECTION 3

Election Center

981 NE 16th ST • Ocala, FL 34470

- PO Box 289 Ocala, FL 34478-0289
- P 352-620-3290
- F 352-620-3286
- W www.VoteMarion.Gov

April 15, 2022



Re: Chapter 190 (3)(a)(2)(d), Request

Monica Virgen, Recording Secretary 219 East Livingston Street Orlando, Florida 32801

Monica,

In accordance with Chapter 190 (3)(a)(2)(d) and with reference to your letter requesting registered voters in Indigo East Community Development District, as of April 15, 2022, our records indicate there are 945 active registered voters in the boundaries of the referenced development.

If you have any questions or require any further information, please contact me.

Sincerely, . Charlee Nichols

Charlee Nichols, CERA
Support Services Analyst II
Marion County Election Center
CNichols@VoteMarion.Gov